BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
October 3, 2022
3:00 PM

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Clerk to the Board - Meeting Minutes

   Request the Board of Commissioners approve the draft meeting minutes from the September 19, 2022 Regular Meeting.

2. County Attorney - Amendment to ARPA Program Income Policy

   Request that the Board of Commissioners adopt an amendment to the County's Program Income Policy for the use of American Rescue Plan Act ("ARPA") funds.

3. County Attorney - Driving Creek Hunting Club Lease

   To consider renewing the lease of the Driving Creek Hunting Club.

4. County Attorney - Kingfish Bay, Phase 2B and 2C DOD

   Consider accepting the Deed of Dedication for water and sewer infrastructure in Kingfish Bay, Phase 2B and 2C.

5. County Attorney - Mercantile Drive Business Park, Ph 1, sewer DOD

   Consider accepting the Deed of Dedication for sewer infrastructure for Mercantile Drive Business Park, Phase 1, sewer.

6. County Attorney - Ocean Isle Palms Bond Extension Request

   To approve an extension of the Ocean Isle Palms subdivision bonding agreement subject to terms satisfactory to the County Attorney and authorize the County Manager to execute the same.

7. County Attorney - The Reserve at Sunset Harbor (Grande Palms), Ph 1, Lots 40-75 DOD

   Consider accepting the Deed of Dedication for water and sewer infrastructure for The Reserve at Sunset Harbor (Grande Palms), Phase 1, Lots 40-75.

8. Health and Human Services - Health Services – Local Health Department Accreditation Statements

   Request that the Board of Commissioners approve statements required for Local Health Department Accreditation regarding local Board of Health Adjudications and Rules.

9. Health and Human Services - Social Services - Contract for Carolina Staffing

   Request that the Board of Commissioners approve and execute a contract with Carolina Staffing.

10. IT- NC Sound Quote for additional requests for Courthouse

    Request Brunswick County Board of Commissioners approve the (attached) Proposal 21266 (quote) for the additional requests listed below as part of the Courthouse renovations.

11. IT- Order Form (quote), along with Terms and Agreement for NeoGOV

PERFORM Module (hosted solution for Performance Evaluation Management).

Request Brunswick County Board of Commissioners approve the (attached) Order Form (quote) and Terms and Agreement for the purchase and implementation of the NeoGOV PERFORM (Performance Evaluation) module.

12. Sheriff's Office - Agreement with Motorola Solutions for FY23 Dash Cam Purchase

    Request the Board of Commissioners approve an agreement with Motorola Solutions for the purchase of 15 in-car camera systems for Sheriff's Office patrol vehicles. The purchase was approved in the FY23 budget request and has a total value of $102,506.25.

13. Sheriff's Office - Motorola Solutions VIPER SUA III Agreement

    Request the Board of Commissioners approve a new agreement with Motorola Solutions regarding the VIPER upgrade project. This nine-year project was initially approved by the Board in 2019, but the agreement was updated to now include the Backup 911 Center and modify the billing terms to allow funding from the Emergency Telephone System Fund (ETSF).

14. Soil and Water - StRAP SOW Revision

    Request the Board of Commissioners to approve the revised scope of work for the Soil and Water Stream Flow Rehabilitation Assistance Program.

15. Superior Court Judge - SAMHSA Court Expansion Grant

    Request that the Board of Commissioners accept the Substance Abuse and Mental Health Services Administration (SAMHSA) Expansion Grant in the amount of $400,000 for year five (09/30/22-09/29/23) of the Brunswick County Adult Treatment Court Expansion Project and approve contract agreements for treatment, participant transportation, trail court coordinators and data evaluation, subject to review and approval by County Attorney's office. The grant has a five-year project period beginning 09/30/2018 through 09/29/2023 for a total award amount of $2,000,000.

16. Utilities - Final Adjusting Change Order: NE WWTP 2.5 MGD Expansion (Brent Lockamy, PE - Deputy Director)

    Request that the Board of Commissioners approve change order 3, the final adjusting change order, in the amount of $320,984.74, and a time extension of 280 calendar days for work associated with the Northeast Brunswick Regional Wastewater Treatment Plant 2.5 MGD Expansion project. This will adjust the total contract amount to $42,308,857.03. The project was substantially complete and operational April 1, 2022, but due to minor issues, final completion is scheduled to November 27, 2022.

17. Utilities - Lakeside Vortex Grit Removal-ClearWater (Donald Dixon - Deputy Director)

    Request that the Board of Commissioners approve a Resolution Authorizing Purchase under the Sole Source Exception to the bidding requirements in accordance with NCGS 143-129 (e) (6) and approve the purchase of replacement parts and new pieces of equipment from Clearwater, Inc., for proprietary Lakeside Equipment Corporation’s systems used in wastewater treatment.

VI. Public Hearing

1. Tax Administration - Schedule of Values for 2023 Revaluation

   Request that the Board hold a Public Hearing required for the adoption of the 2023 Schedule of Values. Following the Public Hearing, it is requested that the Board of Commissioners schedule a meeting to adopt the Schedule of Values. As this meeting

should occur no sooner than seven days after the Public Hearing, it is suggested that it be scheduled for October 17, 2022 at 6:00pm.

VII. Administrative Report

1. Administration - Fiscal Year-End June 30, 2022, County Manager's Report and Capital Project Funding (Steve Stone, County Manager)

   Request that the Board of Commissioners receive information for Fiscal Year End June 30, 2022, and to consider an appropriation of fund balance to pay-go future projects planned in the Five Year Capital Improvement Plan, for repair and maintenance projects, for parks improvements, and for an equipment purchase.

2. Utilities - OIB WWTP ARPA Funds (John Nichols, PS - Director of Public Utilities)

   Request that the Board of Commissioners authorize the use of $4,942,733 in County ARPA funds for the design and land purchase associated with the rehabilitation and expansion of the Ocean Isle Beach Wastewater Treatment Plant.

VIII. Other Business/Informal Discussion

IX. Adjournment

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # V. - 1.
Clerk to the Board - Meeting Minutes

From:
Daralyn Spivey

Issue/Action Requested:
Request the Board of Commissioners approve the draft meeting minutes from the September 19, 2022 Regular Meeting.

Background/Purpose of Request:

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the draft meeting minutes from the September 19, 2022 Regular Meeting.

ATTACHMENTS:

Description

- Meeting Minutes September 19, 2022

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
September 6, 2022
6:00 P.M.

The Brunswick County Board of Commissioners met in Regular Session on the above date at 6:00 p.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.

PRESENT:	Commissioner Randy Thompson, Chairman Commissioner Mike Forte, Vice-Chairman Commissioner J. Martin Cooke Commissioner Pat Sykes Commissioner Frank Williams
STAFF:	Steve Stone, County Manager Bob Shaver, County Attorney David Stanley, Deputy County Manager Haynes Brigman, Deputy County Manager Aaron Smith, Finance Director Daralyn Spivey, Clerk to the Board LeAnn Weigand, Executive Assistant Meagan Kascsak, Communications Director Currie Elkins, MIS Lt. Beck, Sheriff's Office

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

I. CALL TO ORDER

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

II. INVOCATION/PLEDGE OF ALLEGIANCE

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

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Thompson asked for adjustments to the agenda. Hearing none, Commissioner Cooke made the motion to approve the agenda. The motion was seconded by Vice – Chairman Forte and passed unanimously (5 to 0).

IV. PUBLIC COMMENTS

Ms. Lana Humphrey discussed her concerns with Planning Development (PD) Project 72 and the issue of stormwater.

Mr. Steve Parker discussed his concerns with Planning Development (PD) Project 72 and the required 25-year flood planning.

Mr. Nick Cherasaro spoke to his request to live streaming of meetings to the community.

Mr. Gary Ostby spoke to his concerns with the required 25-year flood planning.

V. APPROVAL OF CONSENT AGENDA

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

1. **Administration – Rural Development Lease Amendment - Approved**
   The Board approved the lease amendment for USDA Rural Development Office space in Building F.

2. **Clerk to the Board - Meeting Minutes- Approved**
   The Board approved the meeting minutes for September 6, 2022.

DRAFT

3. **County Attorney – Eagle Run, Ph 2, Lots 2000-2042 Deeds of Dedication– Approved**
The Board approved the Deed of Dedication for water and sewer infrastructure in Eagle Run, Phase 2, Lots 2000-2042.

4. **County Attorney – Eagle Run Ph 3 Lots 3000-3005 & 3062-3068 DOD – Approved**
The Board approved the Deed of Dedication for water and sewer infrastructure in Eagle Run, Phase 3A, Lots 3000-3005 & 3062-3068.

5. **County Attorney – Home Place of Southport Deed of Dedication - Approved**
The Board approved the Deed of Dedication for water infrastructure for Home Place of Southport.

6. **Finance - Fiscal Items - Approved**
The Board approved Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature on the consent agenda.

-DSS Temp Positions DSS Temp Positions
The Board approved the reallocation of DHHS revenues provided to counties to cover a portion of the County's share of administering the FNS program approved at the 11/1/21 board meeting. Funding received was originally used to create four (4) temporary positions to assist with processing Medicaid applications and Medicaid recertifications due to the doubling of Medicaid caseloads at the time. The remaining funds of $114,922 from FY 2022 have been rolled forward as a continuing grant project that will be reallocated to the FNS program due to the workload increases. No budget amendment is required.

7. **Health and Human Services – Public Housing Payment Standards - Approved**
The Board approved the Public Housing Payment Standard Plan.

8. **Health and Human Services: Social Services ESSA Plan – Approved**
The Board reviewed and approved the Every Student Succeeds Act (ESSA) agreement between the Department of Social Services and Brunswick County Board of Education.

9. **Operation Services – Main Fuel Site Upgrades Approved**
The Board approved the contract with MECO, Inc. of Augusta to complete fuel site upgrades at the Main Fuel Site located at 151 Government Center Drive, Bolivia, NC.

10. **Tax Administration – FY 2021-2022 Settlement Report - Approved**
The Board received the FY 2021-2022 Annual Tax Collector's settlement report.

11. **Tax Administration Order of Collection – Approved**
The Board adopted and charged the Tax Collector an order to collect the taxes charged in the tax records and receipts.

12. **Tax Administration Relief from Collections September 2022 – Approved**
The Board granted the Tax Collector relief from "charge of collections" for three specific instances: (1) on taxes after all collection remedies have been expired (10 years from due date); (2) on personal property insolvents that are five years past due; and (3) on classified motor vehicle taxes that are one year or more past due when it appears that they are uncollectible.

13. **Tax Administration September 2022 Releases – Approved**
The Board approved the September 2022 releases.

14. **Utilities – EAP Shallotte WWTP Inundation Map Task Order No. 1 – Approved**
The Board authorized the Chairman and Clerk to the Board to execute the Task Order No. 1 with McGill Associates in an amount not to exceed $19,500 for engineering services associated with the On-Call Engineering Contract.

15. **Utilities – Vermeer Directional Drill Purchase Request – Approved**
The Board approved the purchase of a Directional Drill machine from Vermeer All Roads for $152,778.40 as an exception to the bidding requirements in accordance with NCGS 143-129(e)(3).

VI. PRESENTATION

1. **Governing Board – Resolution – Constitution Week**

DRAFT

The Board heard a request to adopt a resolution recognizing September 17-23, 2022 as Constitution Week in Brunswick County. The Resolution reads as follows:

RESOLUTION OF THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS PROCLAMING SEPTEMBER 17-23, 2022 AS CONSTITUTION WEEK IN BRUNSWICK COUNTY

WHEREAS: The Constitution of the United States is one of America's Charters of Freedom; and

WHEREAS: The Constitution establishes our form of limited government and protects our rights and freedoms; and

WHEREAS: September 17, 2022, designated as Constitution Day, commemorates the two hundred and thirty-fifth anniversary of the signing of the Constitution of the United States of America; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

WHEREAS: It is fitting and proper to accord official recognition to this historic document and to reflect upon the form of government it established;

NOW, THEREFORE BE IT RESOLVED that the Brunswick County Board of Commissioners does hereby proclaim the week of September 17 through 23 as Constitution Week and urges all citizens to read and study the U.S. Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

Adopted this, the 19th day of September, 2022

Randy Thompson, Chairman
Brunswick County Commissioners

ATTEST:
Daralyn Spivey, NCCCC
Clerk to the Board

Commissioner Williams moved to adopt the Resolution with the motion seconded by Commissioner Cooke and passed unanimously (5 to 0).

2. **Health and Human Services – Health Services – Brunswick County Substance Use & Addiction Commission**
   Members of the Brunswick County Substance Use and Addiction Commission presented the latest local and state data and trends of substance misuse to the Board.

3. **Tax Administration – Presentation of Schedule of Values and Schedule a Public Hearing**
   Mr. Marlon Long presented the Schedule of Values to the Board. Following the process for adoption of the Schedule of Values as outlined in North Carolina General Statute 105-317, Mr. Long requested that a Public Hearing be set for the schedule of values as advertised for October 3, 2022 at 3:00 pm. The schedule is available to the public and a link is posted on the county web page.

VII. Public Hearing

1. **Public Hearing – Economic Development**
   Chairman Thompson opened the Public Hearing at 6:56 p.m. to receive comments regarding a proposed economic development incentive from Brunswick County in the amount of $270,000 to Precision Swiss Products, Inc. After some discussion among the Board and after hearing no comments, Chairman Thompson closed the public hearing at 7:10 p.m. Vice – Chairman Forte made the motion to approve the Incentive Agreement with Commissioner Williams seconding the motion and passing unanimously (5 to 0).

VIII. ADMINISTRATIVE REPORT

DRAFT

1. **Utilities – Distribution Crew Request**
   The Board approved additional staff, materials, and equipment, as well as explore the use of contractors, for valve operation and water quality testing to facilitate the construction of current and upcoming new sub-division projects, water line relocation, and new construction projects; hydrant testing; tap installation; and the installation of an increased number of residential and irrigation meters. Vice – Chairman Forte made the motion to approve the additional staff, materials, equipment and to explore the use of contractors with the motion seconded by Commissioner Cooke and passed unanimously (5 to 0).

IX. OTHER BUSINESS/INFORMAL DISCUSSION

No other business was brought before the Board.

X. CLOSED SESSION

1. The Board of Commissioner entered into closed session pursuant to G.S. § 143-318.11(a)(1)(3) and (5) to approve Closed Session Minutes from September 6, 2022, to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body and the instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract the for the acquisition of real property by purchase option exchange or lease.

   Mr. Shaver noted the above statutory requirements.

   Commissioner Cooke made the motion to enter Closed Session at 7:17 p.m. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0).

   Chairman Thompson called the Regular Session to order at 8:26 p.m.

   Mr. Shaver deferred to Mr. Smith with a request for the Board to approve a budget amendment to appropriate fund balance of $2.965M to purchase land and buildings. Commissioner Cooke made a motion to approve the budget amendment. The motion was seconded by Commissioner Williams an passed unanimously (5 to 0).

XI. ADJOURNMENT

Vice – Chairman Forte moved to adjourn the meeting at 8:27 p.m. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0).

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

Attest:

_____
Daralyn Spivey, NCCCC
Clerk to the Board

DRAFT

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # V. - 2.
County Attorney - Amendment to ARPA Program Income Policy

From:
Bob Shaver, County Attorney

Issue/Action Requested:
Request that the Board of Commissioners adopt an amendment to the County's Program Income Policy for the use of American Rescue Plan Act ("ARPA") funds.

Background/Purpose of Request:
US Treasury has issued updated guidance to clarify that program income generated from expenditures utilizing ARPA funds is not subject to the requirements of the revenue loss eligibility category set forth in 2 C.F.R. 200.307. As such, program income does not need to be considered an addition to the federal award for use only on eligible projects. Instead, recipients may retain program income for use as general fund revenue. The previous version of the policy required Brunswick County to add program income to its total award amount and only expend it on ARPA-eligible projects.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners adopt an amendment to the County's Program Income Policy for the use of American Rescue Plan Act ("ARPA") funds.

ATTACHMENTS:

Description

- Program Income Policy, as amended

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

Program Income Policy

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

WHEREAS Brunswick County shall comply with the terms of ARP/CSLFRF, and the US Treasury's federal regulations governing the spending of ARP/CSLFRF funds, including the Final Rule, and US Treasury's regulations governing expenditures of ARP/CSLFRF funds, including the Award Terms and Conditions, Compliance and Reporting Guidance (together the "Federal regulations"), and any additional guidance US Treasury has issued or may issue governing the spending of ARP/CSLFRF funds; and

WHEREAS Brunswick County shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part § 200 (the "Uniform Guidance"); and

WHEREAS Brunswick County shall account for program income per the requirements set forth in the Uniform Guidance, including, but not limited to, 2 C.F.R. § 200.307, and as stipulated in Compliance and Reporting Guidance for the State and Local Recovery Funds, which provides: "Recipients of CSLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records."[1]

BE IT RESOLVED that the Board of Commissioners of Brunswick County hereby adopts and enacts the following policies and procedures for the use of program income earned from the expenditure of ARP/CSLFRF funds pursuant to the ARP/CSLFRF award.

I. Purpose and Scope

Brunswick County enacts the following procedures for its use of program income earned from the expenditure of ARP/CSLFRF funds to ensure compliance with the Uniform Guidance, including, but not limited to, 2 C.F.R. § 200.307, the ARP/CSLFRF award, and all applicable Federal regulations governing the use of program income. Brunswick County hereafter agrees to administer program income according to the requirements set forth in this policy and as required by the Federal regulations and State law.

[1] Compliance and Reporting Guidance, p. 9.

The responsibility for following this policy lies with the County's ARPA Committee, including the ARPA Funding Manager, the County Attorney, and the Director of Fiscal Operations, who are charged with the administration and financial oversight of the ARP/CSLFRF award. Questions on the use and/or reporting of program income should be directed to the ARPA Committee.

II. Definitions[2]

a. *ARP/CSLFRF award* means the Federal program governing the use of Coronavirus State and Local Fiscal Recovery Funds as provided in the Assistance Listing and as administered by the US Treasury pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Pub. L. No. 117-2 (Mar. 11, 2021).
b. *CSLFRF funds* means the portion of Federal financial assistance from the Coronavirus State Fiscal Recovery Funds and Coronavirus Local Fiscal Recovery Funds (collectively "CSLFRF") awarded to Brunswick County pursuant ARPA.
c. *Federal award* means the Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101. The Federal award is the instrument setting forth the terms and conditions of the grant agreement, cooperative agreement, or other agreement for assistance.
d. *Federal awarding agency* means the Federal agency that provides a Federal award directly to a non-Federal entity.
e. *Federal financial assistance* means the assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions, direct appropriations, food commodities, or other financial assistance, including loans.
f. *Federal program* means all Federal awards which are assigned a single Assistance Listings Number.
g. *Non-Federal entity* means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.
h. *Period of performance* means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. ***The period of performance for the ARP/CSLFRF award ends December 31, 2026.***
i. *Program income* means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in § 200.307(f).

III. Program Income Overview

For purposes of this policy, program income is the gross income earned by Brunswick County that is directly generated by a supported activity or earned as a result of the ARP/CSLFRF award during the period of performance, which closes December 31, 2026. (2 C.F.R. § 200.1)

[2] Excluding the first two, the definitions in this section are found in 2 C.F.R. § 200.1.

Program income includes, but is not limited to, the following sources of income:

- The collection of fees for services performed.
- Payments for the use or rental of real or personal property.
- The sale of commodities or items fabricated under the Federal award.
- The payment of principal and interest on loans made under the Federal award.

Program income does not include fees or revenue from the following:

- The use of rebates, credits, discounts, and interest earned on any of them.
- Governmental revenues, such as taxes, special assessments, levies, or fines.
- Proceeds from the sale of real property, equipment, or supplies.[3]

IV. Use of Program Income

Pursuant to 2 C.F.R. § 200.307(e), there are three methods for how program income may be used: the deduction method, the addition method, and the cost sharing/matching method. US Treasury has indicated that program income earned pursuant to expenditures of ARP/CSLFRF funds shall be accounted for pursuant to the addition method. US Treasury has further indicated that program income requirements do not apply under the revenue loss eligibility category. As such, recipients may retain program income earned pursuant to eligible expenditures of ARP/CSLFRF funds and use it as general fund revenue. Program income does not need to be considered an addition to the total award amount and is not limited to expenditures on eligible projects.

V. Repayment of Principal and Interest on Loans Made with ARP/CSLFRF Funds

US Treasury has imposed different requirements on loans of ARP/CSLFRF funds under the revenue loss category and loans of ARP/CSLFRF under other expenditure categories. Brunswick County agrees to appropriately account for the repayment of loaned ARP/CSLFRF funds according to the ARP/CSLFRF award terms, as follows:

(1) Loans made under the revenue loss eligibility category. Loans of ARP/CSLFRF funds under the revenue loss eligibility category may be considered to be expended at the point of disbursement to the borrower, and repayments on such loans are not subject to program income requirements.[4] Accordingly, Brunswick County shall not separately account for the repayment of principal and interest on loans of ARP/CSLFRF under the revenue loss eligibility category.

(2) Non-revenue loss loans (i.e., loans made under the public health emergency/negative economic impacts category and/or the necessary water, sewer, and broadband infrastructure category)

a. **Loans that mature or are forgiven on or before December 31, 2026**: Brunswick County shall add the repayment of principal and interest (program income) to the

[3] 2 C.F.R. § 200.1 and 2 C.F.R. § 200.307 each define and limit the sources of program income.
[4] Final Rule FAQ 4.9.

ARP/CSLFRF award pursuant to 2 C.F.R. 200.317(e)(2). When the loan is made, Brunswick County shall report the principal of the loan as an expense. Brunswick County shall expend the repayment of principal only on eligible uses and is subject to restrictions on the timing of the use of ARP/CSLFRF funds pursuant to the ARP/CSLFRF award.

b. **Loans with maturities longer than December 31, 2026**: Brunswick County is not required to separately account for the repayment of principal and interest on loans of ARP/CSLFRF with maturities after the ARP/CSLFRF award's period of performance. Brunswick County shall expend ARP/CSLFRF funds for only the projected cost of the loan. Brunswick County shall project the cost of the loan by estimating the subsidy cost according to one of the calculation methods outlined in US Treasury's Final Rule FAQs, question 4.9 (updated 4/27/22).

(3) Contributions to revolving loan funds: Brunswick County may contribute funds to a revolving loan fund if the loaned ARP/CSLFRF funds are restricted to financing eligible uses. The amount of ARP/CSLFRF funds contributed to a revolving loan fund must be limited to the projected cost of loans made over the life of the revolving loan fund, following the approach described above for loans with maturities longer than December 31, 2026.

a. Any contribution of ARP/CSLFRF revenue loss funds to a revolving loan fund shall follow the approach of loans funded under the revenue loss eligible use category outlined in Section V, paragraph 1.[5]

VI. Additional Program Income Requirements

(a) **Identifying, Documenting, Reporting, and Tracking.** To ensure compliance with the requirements of program income as outlined by the Federal regulations, the terms and conditions of the ASP/CSLFRF award, and the requirements set forth herein, each department shall identify potential sources of program income and properly report the program income for the period in which it was earned and dispersed.

Program income shall be accounted for separately. Brunswick County shall not comingle program income earned from programs supported by ARP/CSLFRF funds with the general award of ARP/CSLFRF funds Brunswick County received from US Treasury. Any costs associated with generating program income revenue shall be charged as expenditures to the ARP/CSLFRF award.

(b) **Program Income Earned After the Period of Performance.** Brunswick County shall have no obligation to report program income earned after the period of performance (December 31, 2026). However, Brunswick County shall report program income expended after the period of performance if that program income was earned on or before December 31, 2026.

[5] *Id*.

(c) **Subawards.** Brunswick County agrees to ensure that any subrecipient of ARP/CSLFRF funds abides by the award of the terms and conditions of this policy and is aware that the subrecipient is responsible for accounting for and reporting program income to the Brunswick County on a quarterly basis or at such other frequency as mutually agreed to between County and subrecipient.

(d) **Compliance with State law.** Program income shall not be expended for purposes prohibited under State law.

(e) **Subject to Audit.** Brunswick County recognizes that its use of program income may be audited and reviewed for compliance with Federal laws and regulations, State law, and the terms of the ARP/CSLFRF award.

VII. Implementation of Policy

The ARPA Committee will adopt procedures to identify potential program income during the project eligibility and allowable cost review, document actual program income, and follow the requirements in this policy related to the treatment of program income.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # V. - 3.
County Attorney - Driving Creek Hunting Club Lease

From:
Asst. County Attorney--Bryan Batton

Issue/Action Requested:
To consider renewing the lease of the Driving Creek Hunting Club.

Background/Purpose of Request:
Driving Creek Hunting Club has been leasing Tax Parcel 13600026 for years. The Club has requested to continue leasing said property for another year at its current rate of $ 1.00 per acre, totaling $ 1,222.00 for the year.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
$ 1,222.00 for annual lease.

Approved By County Attorney:
Yes

County Attorney's Recommendation:
To consider extending the lease.

County Manager's Recommendation:
Recommend that the Board consider renewing the lease of the Driving Creek Hunting Club.

ATTACHMENTS:

Description

- Driving Creek Hunting Club Lease request & Insurance
- Driving Creek Lease

Allen Dale Tatum
President
Driving Creek Hunting Club
P.O. Box 11365
Southport, N.C. 28461

Brunswick Count Attorney
P.O. Box 249
Bolivia, NC 28422

Dear Sir,

In regards to our lease that Driving Creek Hunting Club has with the County of Brunswick on the property on NC Highway 211, otherwise known as Tax Parcels 13600011 and 13600022, we are seeking to renew the lease for another year starting on 10-1-2022 and ending on 9-30-2023. We are seeking the renewed lease so as to have legal access to Driving Creek Club House, which we do maintain and pay for electrical service to the club house. The renewed lease would also allow for the club members to have a legal presence on the lease and by having this presence on the lease it should help deter the illegal dumping of trash and debris on the land. Thank you for your time and consideration in this matter.

Sincerely,

Allen Dale Tatum
President
Driving Creek Hunting Club

910-367-2563

: CKW

received
9/19/22

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/02/2022

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

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

PRODUCER
Outdoor Underwriters, LLC
140 Stoneridge Drive, Suite 230
Columbia, SC 29210

CONTACT NAME:
PHONE A/C, No, Ext): 1-866-961-4101 **FAX A/C, No):** 1-803-451-5695
E-MAIL ADDRESS: support@outdoorund.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Certain Underwriters @ Lloyds, London	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
National Deer Association
Hunting Clubs and Landowners
P. O. Box 160
Bogart, GA 30622

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☑ LOC	X		HU0258544	Aug 01, 2022	Aug 01, 2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ EXCLUDED
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ WC STATUTORY LIMITS ☐ OTHER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

HUNT CLUB NO.: 20835
HUNT CLUB: Driving Creek Hunt Club
Allen Tatum
PO Box 435
Winnabow, NC 28479

NUMBER OF ACRES: 860
LEASED LAND LOCATION: Bolivia, Brunswick County, NC
LANDOWNER ADDITIONAL INSURED?: Yes

CERTIFICATE HOLDER

Brunswick County Atty
Mr. Marshall
PO Box 249
Bolivia, NC 28422

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

STATE OF NORTH CAROLINA

BRUNSWICK COUNTY

LEASE

This agreement is made this 1st day of October, 2022, between Brunswick County, a political subdivision of the State of North Carolina, as Lessor, and the Driving Creek Hunting Club, Lessee:

The Lessor leases to the Lessee the following described premise situated in the County of Brunswick, and State of North Carolina:

Property on NC Highway 211, otherwise known as Tax Parcel 13600026, vacant property.

To hold these premises unto the Lessee for a term beginning on the 1st day of October, 2022 and ending on the 30th day of September, 2023.

Lessee shall pay rent for the premises during the continuance of the lease at the rate of $ 1222.00 per the term of the lease, payable in advance on the first day of the term to the office of the County Finance Office.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessee's own expense, the demised premises and appurtenances, including pocosin terrain and other natural features.

Lessee shall not assign this lease or sublet the premises or any part of them without the written consent of the Lessor and upon the termination of this lease shall surrender the premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

In case the premises shall be rendered untenantable by fire or other casualty during the term, this lease thereby shall be terminated. In the event of termination of this lease, Lessee shall be chargeable with rent only to the date of the fire or other casualty.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy of the termination to the County Manager at the Governmental Center near Bolivia, NC.

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor, it shall be necessary to send a written or printed copy by United States registered or certified mail, postage-prepaid, addressed to the Lessor as follows:

Allen Tatum
P.O. Box 11365
Southport, NC 28461

Lessor and Lessee Responsibilities

Lessee under this lease shall:

Provide and maintain at all times public liability insurance in the amount of $2,000,000.00 combined single limit with the County to receive a certificate of insurance for insurance prior to lease execution, and naming County as additionally insured. Should any of the above-described policies be cancelled before the expiration date, the Lessee shall provide to the Lessor at the location cited a copy of the cancellation notice immediately and in no event more than five days after receipt.

Comply at all times with the provisions of the County's Ordinances and State Law in the maintenance and enjoyment of the demised premises.

Have the right to enjoy, peacefully and quietly, the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor.

Lessor under this lease shall:

Allow the Lessee the right to enjoy, peacefully and quietly, the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns.

Use of Premises: Lessee shall use and occupy the premises for the use of a hunting site and for no other use or purpose.

Cancellation Option: Lessee reserves the right to terminate this lease upon ten days' prior written notice during the term of the lease.

This the _____ day of October, 2022.

_____
President, Driving Creek Hunting Club

BRUNSWICK COUNTY

_____
Chairman, Board of Commissioners

ATTEST:

_____
Clerk

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # V. - 4.
County Attorney - Kingfish Bay, Phase 2B and 2C DOD

From:
Asst. County Attorney--Bryan Batton

Issue/Action Requested:
Consider accepting the Deed of Dedication for water and sewer infrastructure in Kingfish Bay, Phase 2B and 2C.

Background/Purpose of Request:
Kingfish Bay Development, LLC has submitted a Deed of dedication for water and sewer infrastructure in Kingfish Bay, Phase 2B and 2C. 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
$ 246,349.00 for water
$ 186,621.50 for sewer

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for water and sewer infrastructure from Kingfish Bay Development, LLC.

County Manager's Recommendation:
Recommend that the Board accept the Deed of Dedication for water and sewer infrastructure in Kingfish Bay, Phase 2B and 2C.

ATTACHMENTS:

Description

- Kingfish Bay Phase 2B and 2C DOD

Parcel: Rights of Way

Revenue Stamps: $0

Prepared By: Justin M. Lewis - Ward & Smith, PA

☐ If checked, the property includes the primary residence of at least one of the parties depicted as party of the first part. (N.C. Gen. Stat. § 105-317.2)

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

DEED OF DEDICATION

Kingfish Bay

Potable Water & Sanitary Sewer Facilities

THIS DEED OF DEDICATION made and entered into this the _____ day of _____, 2022, by and between KINGFISH BAY DEVELOPMENT, LLC, hereinafter referred to as Grantor (the address of the Grantor is: 1235 Kingfish Boulevard, Calabash, NC 28467), and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, hereinafter referred to as Grantee (the address of the Grantee is 30 Government Ct. Dr., Bolivia, NC 28422);

W I T N E S S E T H:

THAT WHEREAS Grantor is the owner and developer of a tract or parcel located in Brunswick County, North Carolina, known as Kingfish Bay, Phase 2B – Indigo Cove Phase and Phase 2C – Sunset Pointe Phase as depicted on the subdivision plats recorded in Map Cabinet 140, Pages 6 thru 8, and Map Cabinet 140, Pages 4 thru 5, both in the office of the Register of Deeds of Brunswick County (the "Plats"), hereinafter referred to as the Project;

AND WHEREAS Grantor has caused to be installed water distribution lines and sewer collection lines, all located under and along the private roadway rights-of-way of Indigo Cove Way and Coastal Cove Lane owned by Grantor hereinafter described and referenced;

AND WHEREAS Grantor wishes to obtain water and sewer service from Grantee for the property and to make water and sewer service from Grantee's system available to the Project;

AND WHEREAS Grantee has adopted through appropriate resolution stated policy regarding water distribution and sewer collection under the terms of which, among other things, in order to obtain water and sewer service for said Project, Grantor must convey title to the water and sewer lines to Grantee through an instrument of dedication acceptable to Grantee;

Prepared By: Justin M. Lewis, Ward and Smith, P.A., 127 Racine Drive, Wilmington, NC 28403

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

ITEM ONE

The water and sewer lines and all related equipment to said systems located under, along, and within Indigo Cove Way and Coastal Cove Lane within the Project, as depicted on the Plats and as shown on the Water and Sewer Record Drawings prepared by J. Christian Russell, P.E. of East Coast Engineering & Surveying, P.C. dated August, 2022 titled "Water and Sewer Record Drawings for Kingfish Bay Phase 2B – Indigo Cove Phase; Lots SF40-SF59, C56-C81, WSF14-WSF28 and Phase 2C – Sunset Pointe Phase; Lots WSF29-WSF31" copies of which are maintained in the permanent files of the Brunswick County Engineering Department.

ITEM TWO

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.

Together with non-exclusive easements over, along and upon the entire area of the streets and cul-de-sacs depicted on the maps of the Project and serving the areas referenced above for purposes of entry into the subdivision and 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 Grantor, its successor and assigns, equal rights of easement over, in, under, 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.

GRANTOR 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.

GRANTOR WARRANTS to Grantee that the systems herein conveyed is of good quality and free from faults and defects, and conforms to the Record Drawings. Grantor warrants said system for a period of one (1) year from the date of recording this Deed of Dedication in the office of the Brunswick County Register of Deeds.

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

KINGFISH BAY DEVELOPMENT, LLC

By: Bawson

STATE OF NORTH CAROLINA
COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated herein and, in the capacity, indicated: _____

WITNESS MY Hand and official seal, this the _____ day of _____, 2022.

NOTARY SEAL

_____
Signature of Notary Public

_____
Printed Name of Notary Public

My Commission Expires: _____

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Kingfish Bay sewer and water facilities, was accepted by the Brunswick County Board of Commissioners on the ___ day of _____, 2022.

Brunswick County Board of Commissioners

_____
Randy Thompson, Chairman

_____
Daralyn Spivey
Clerk to the Board

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ORANGE }

On 08 SEPT 2022 before me, PATRICIA L. HAGEN, NOTARY Public
Date *Here Insert Name and Title of the Officer*

personally appeared JEFFREY SAMSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

PATRICIA L. HAGEN
Notary Public - California
Orange County
Commission # 2295648
My Comm. Expires Jul 26, 2023

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

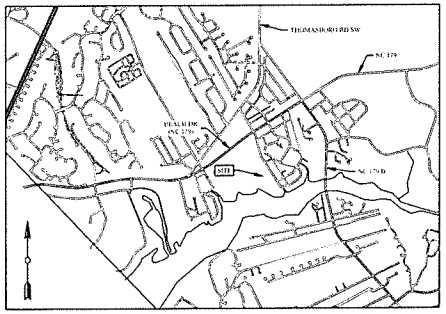
Description of Attached Document
Title or Type of Document: DEED DEDICATION - SEWER INDIGO PT Plan 25
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

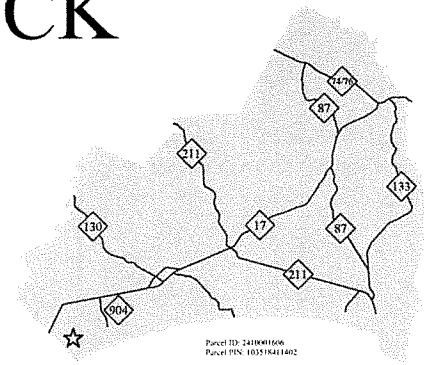
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COUNTY OF BRUNSWICK



VICINITY MAP

(Not to Scale)



VICINITY MAP

(Not to Scale)

WATER AND SEWER RECORD DRAWINGS
FOR
KINGFISH BAY
PHASE 2B - INDIGO COVE PHASE; LOTS SF40-SF59, C56-C81, WSF14-WSF28 AND PHASE 2C - SUNSET POINTE PHASE; LOTS WSF29-WSF31

BRUNSWICK COUNTY, NORTH CAROLINA

OWNER
KINGFISH BAY DEVELOPMENT, LLC
1228 KINGFISH BOULEVARD
CALABASH, NC 28467

SURVEYOR

COASTALGEOMATICS
LAND SURVEYING • MAPPING • PLANNING

DESIGNER

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
49 B Main Street
Post Office Box 2449
Shallotte, North Carolina 28459
Phone: 910.754.8029
Fax: 910.754.8049
Firm License Number C-4785

TYPE OF WORK:
SINGLE FAMILY RESIDENTIAL SUBDIVISION SERVED BY COUNTY WATER AND COUNTY SEWER

INDEX OF SHEETS

RD0.0	COVER SHEET
RD1.0	PRESSURE SEWER PLAN PROFILE RECORD DRAWINGS
RD2.0	PRESSURE SEWER PLAN PROFILE RECORD DRAWINGS
RD3.0	PRESSURE SEWER PLAN PROFILE RECORD DRAWINGS
RD4.0	PRESSURE SEWER PLAN PROFILE RECORD DRAWINGS
RD5.0	WATER DISTRIBUTION RECORD DRAWINGS

RECORD DRAWINGS
AUGUST 2022
RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR ACCORDING TO CONSTRUCTION CHANGES WHERE MADE

NUMBER	DATE	BY	REVISION DESCRIPTION
	-	-	-

APPROVAL STATUS	DATE	BY	DEPARTMENT
☐ YES ☐ NO ☐ N/A			PLANNING
☐ YES ☐ NO ☐ N/A			ENGINEERING
☐ YES ☐ NO ☐ N/A			PUBLIC UTILITIES

"ENGINEER'S CERTIFICATION OF COMPLIANCE WITH BRUNSWICK COUNTY SPECIFCATIONS AND DETAILS"
I hereby certify that the plans, details, and associated project specifications comply with the latest version, as of this date, of Brunswick County's Standard Specifications and Standard Details per standard engineering practice. Furthermore, I confirm my understanding that reviews and approvals by Brunswick County personnel do not imply that Brunswick County personnel have reviewed and are in agreement with every portion of the plans and specifications that I have submitted. I understand that Brunswick County reviews and approvals are meant to ensure that the overall plans are in general compliance with County objectives. I understand that it is my full responsibility to ensure that plans and specifications are in full compliance with applicable County, State, Federal, and other municipal requirements. Additionally, I understand that the County will not assume operation, maintenance, or ownership of constructed facilities that do not meet County requirements and the County may refuse to issue permits at facilities that the County deems are non-compliant with County Specifications. I also confirm my understanding that County Inspections are for the sole use of the County and I certify that I will not use, or direct others to use, County inspections for State compliance purposes or any other purpose."

DATE:
08/24/2022

SUBMITTAL:

WATER AND SEWER RECORD DRAWINGS
KING FISH BAY, PHASE 2B AND 2C
OWNER: KINGFISH BAY DEVELOPMENT, LLC
DESIGNER: EAST COAST ENGINEERING

NORTH CAROLINA
SEAL
35052
8/24/2022
ENGINEER
J. CHRISTIAN RUSSELL

CIVIL

SURVEY

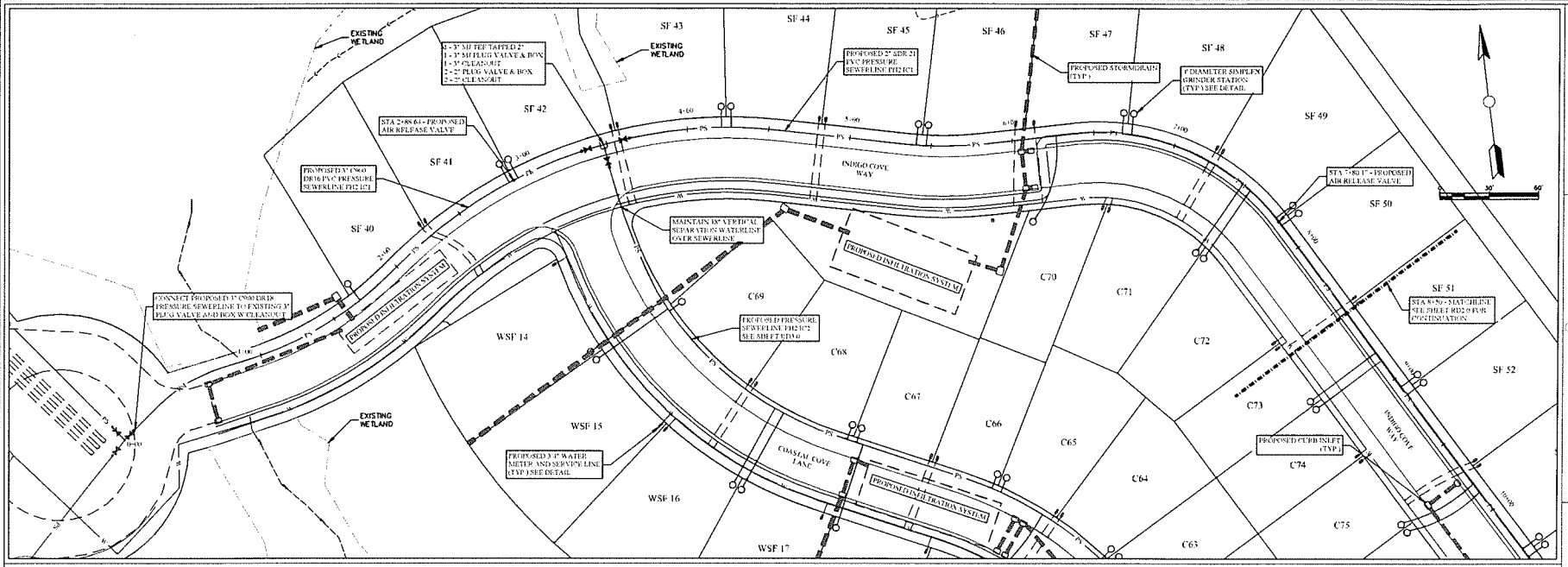
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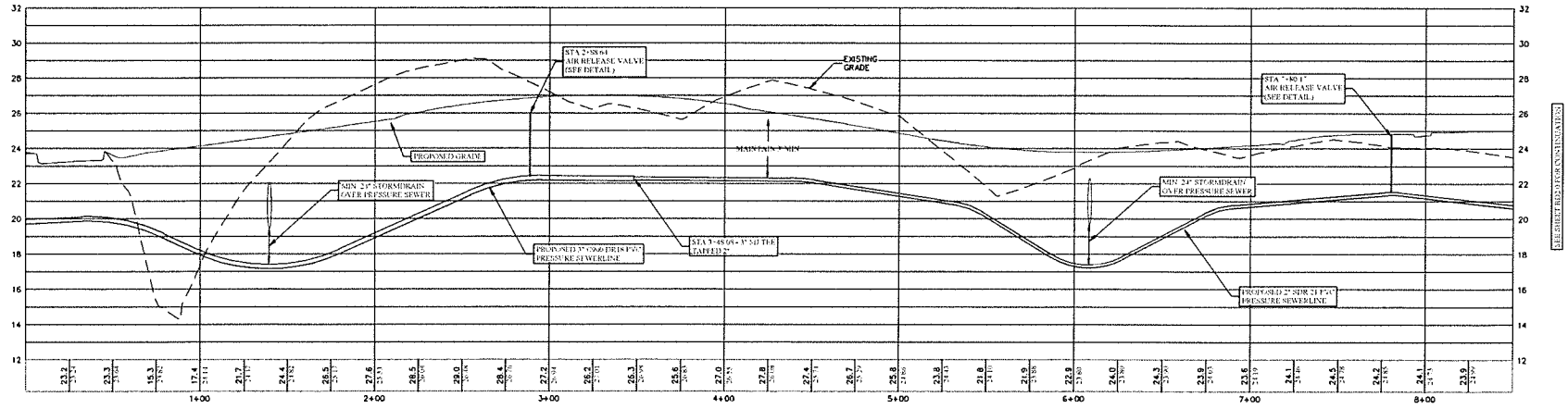
DES: ECE

CHK: JCR/ACL

PROJECT NO.
3700.08

SHEET NO.
RD0.0





PHASE 2 - INDIGO COVE WAY PRESSURE SEWER PROFILE

STA. 0+00 - 8+50

HORIZONTAL SCALE: 0, 30', 60'

VERTICAL SCALE: 0, 3', 6'

RECORD DRAWINGS

AUGUST 2022

RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR ACCORDING TO CONTRACTOR NO CHANGES WHERE MADE

Revisions

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
2918 Holden Street
Post Office Box 2749
Shallotte, North Carolina 28459
Phone: 910-754-8279
Fax: 910-754-8283
North Carolina Firm Number C-4285

PRESSURE SEWER PLAN/PROFILE RECORD DRAWINGS
FOR
KINGFISH BAY
PHASE 2B - INDIGO COVE PHASE; LOTS SF49-SF59, C56-C81,
WSF14-WSF28 AND PHASE 2C - SUNSET POINTE PHASE; LOTS
WSF29-WSF31
BRUNSWICK COUNTY, NORTH CAROLINA

Date: 8.24.2022
Scale: AS SHOWN
Drawn By: MB/BLW
Checked By: JCR

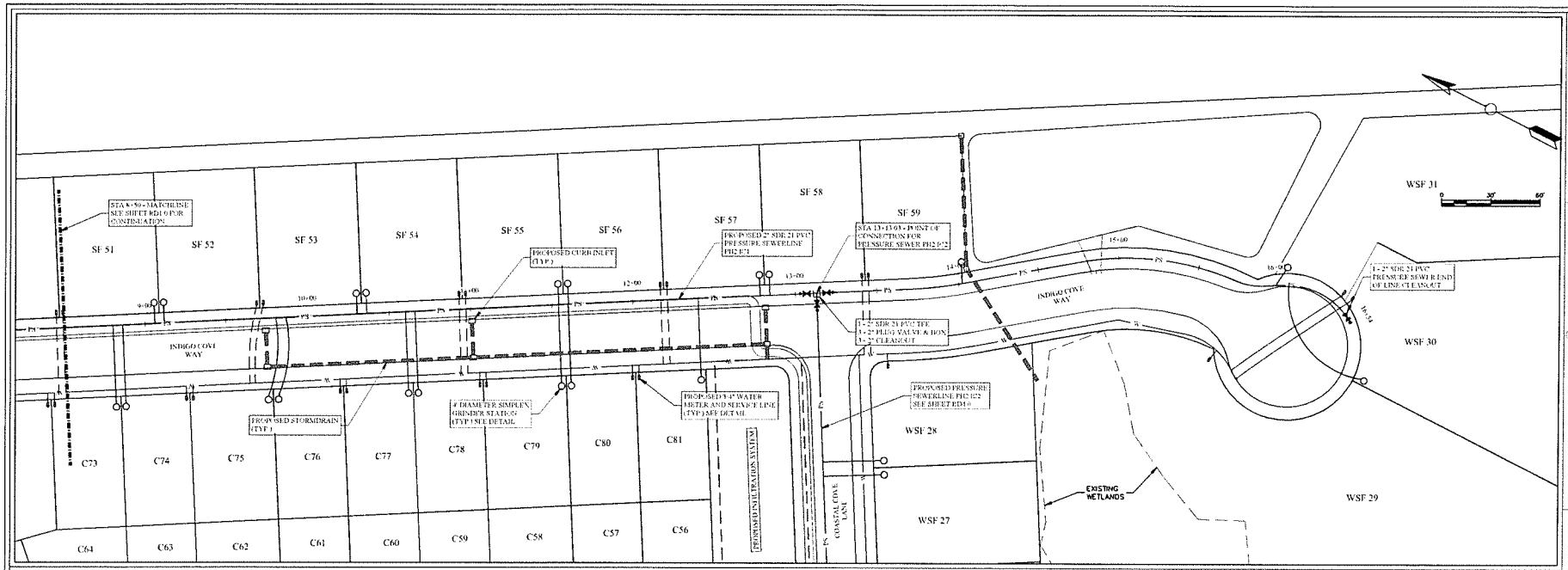
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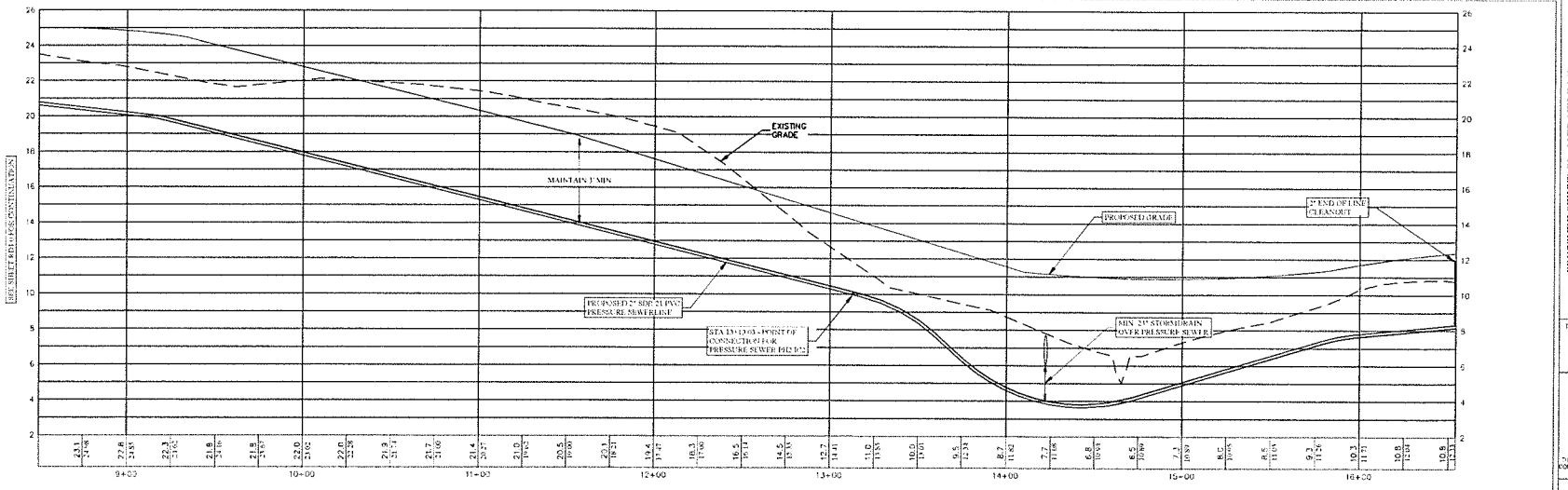
NORTH CAROLINA
SEAL
35054
8-24-2022
ENGINEER
CHRISTIAN RUSSELL

RD1.0

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ECE PROJECT NO. 3700.08





PHASE 2 - INDIGO COVE WAY PRESSURE SEWER PROFILE

STA. 8+50 - END

HORIZONTAL SCALE 0 30' 60'

VERTICAL SCALE 0 3' 6'

RECORD DRAWINGS
AUGUST 2022

RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR. ACCORDING TO CONTRACTOR NO CHANGES WERE MADE

Revisions

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
4918 Main Street
Post Office Box 1
Shallotte, North Carolina 28459
Phone: 910.754.8029
Fax: 910.754.8030
Firm License Number C-785

PRESSURE SEWER PLAN/PROFILE RECORD DRAWINGS
FOR
KINGFISH BAY
PHASE 2B - INDIGO COVE PHASE: LOTS SF49-SF59, C56-C81, WSF14-WSF28 AND PHASE 2C - SUNSET POINTE PHASE: LOTS WSF29-WSF31
BRUNSWICK COUNTY, NORTH CAROLINA

Date 8.31.2022
Scale AS SHOWN
Drawn By MHB/JCB
Checked By JCB

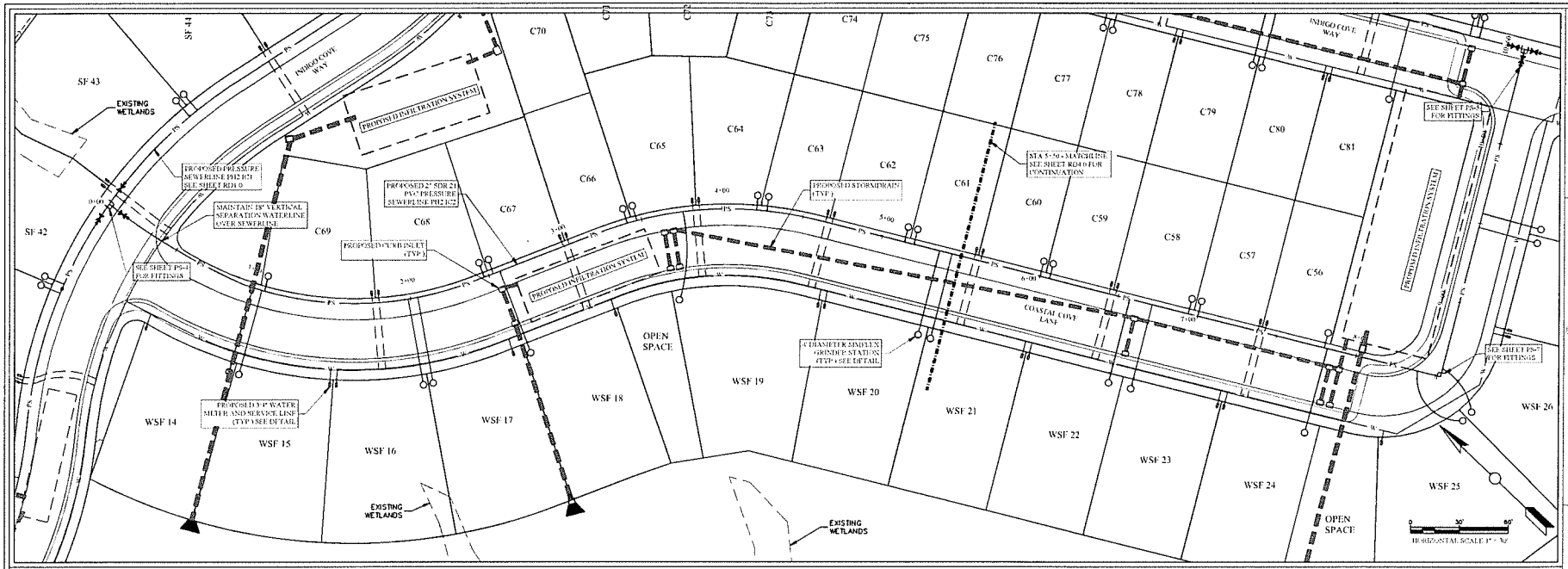
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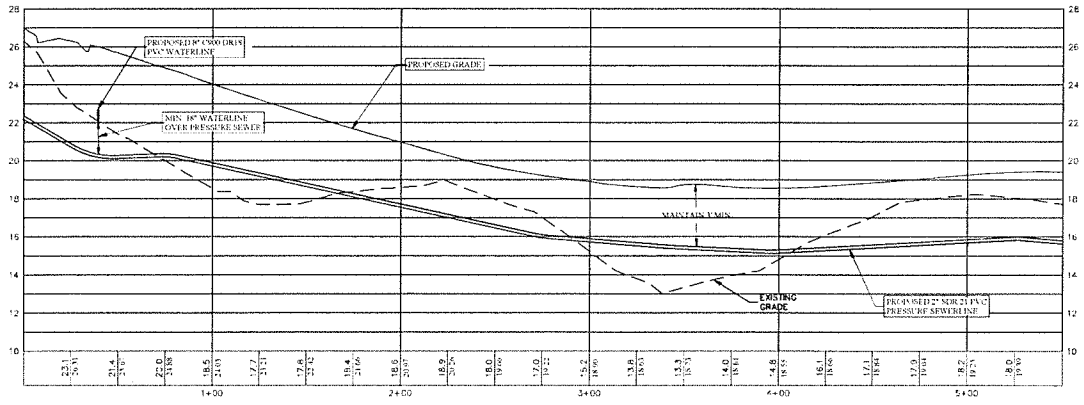
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 35054 CHRISTIAN RUSSELL

RD2.0

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ECE PROJECT NO. 3700.08





PHASE 2 - COASTAL COVE LANE PRESSURE SEWER PROFILE

STA. 0+00 - 5+50

HORIZONTAL SCALE 0 30' 60'

VERTICAL SCALE 0 3' 6'

SEE SHEET RD4.0 FOR CONTINUATION

RECORD DRAWINGS
AUGUST 2022

RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR ACCORDING TO CONTRACTOR NO CHANGES WERE MADE

Revisions

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
4918 Mint Street
Wilmington, North Carolina 28403
Phone: 910.444.8029
Fax: 910.444.8040
Firm License Number C-4785

PRESSURE SEWER PLAN/PROFILE RECORD DRAWINGS
FOR
KINGFISH BAY
PHASE 2B - INDIGO COVE PHASE: LOTS SF40-SF59, C56-C81.
W.SF14-WSF28 AND PHASE 2C - SUNSET POINTE PHASE: LOTS WSF24-WSF31
BRUNSWICK COUNTY, NORTH CAROLINA

Date: 8.31.2022
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Drawn By: MichJCR
Checked By: JCR

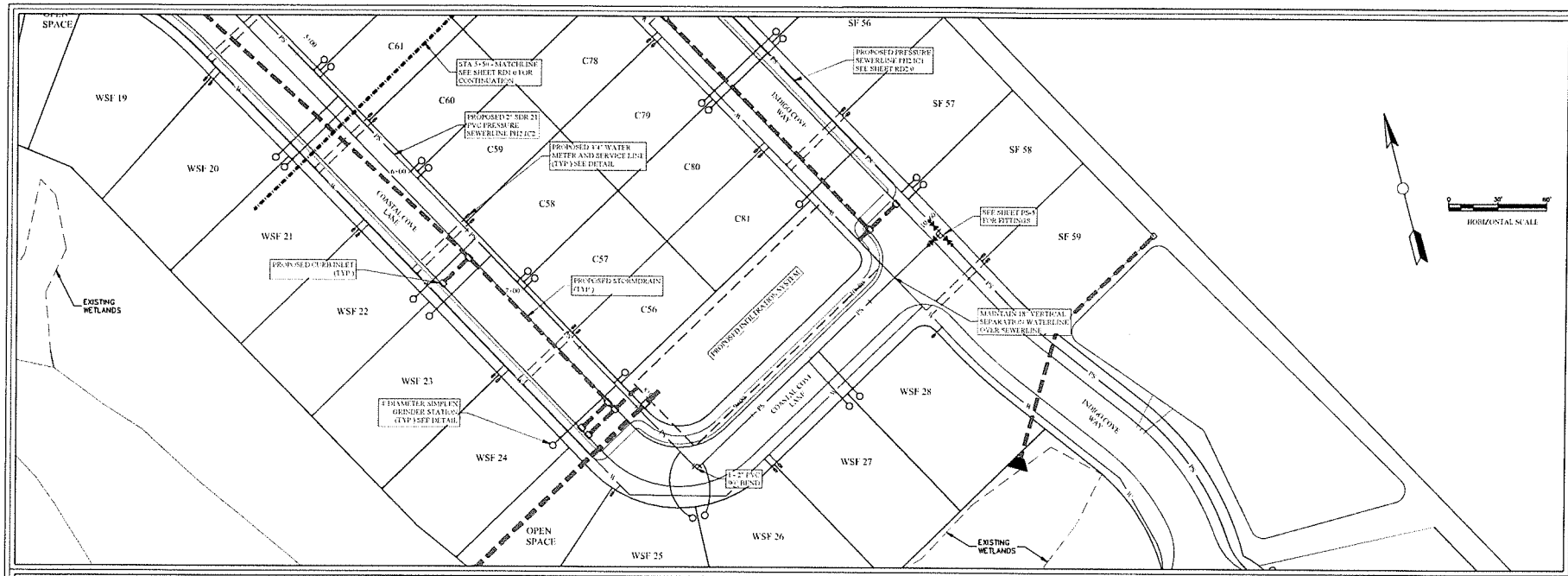
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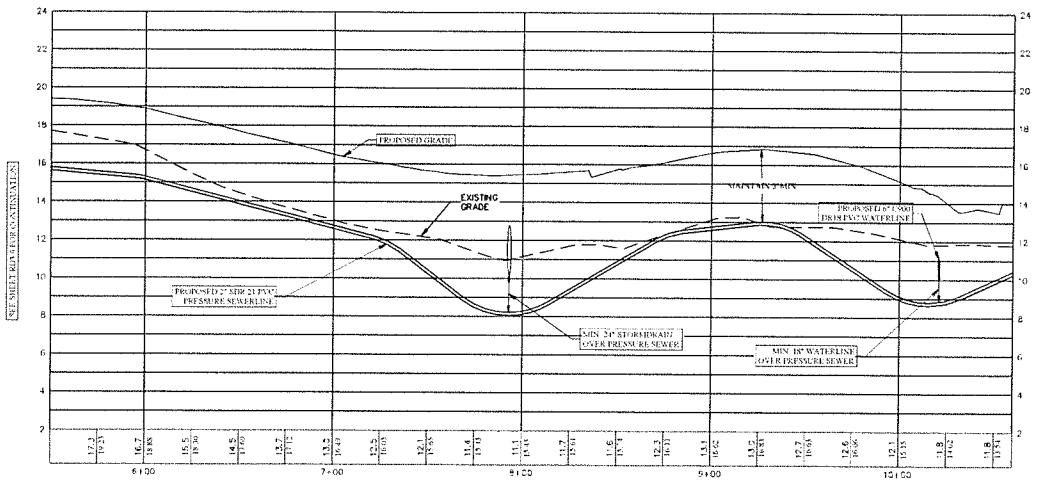
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 35054 8/31/2022 J. CHRISTIAN RUSSELL

RD3.0

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ECE PROJECT NO. 3700.08





PHASE 2 - COASTAL COVE LANE PRESSURE SEWER PROFILE

STA. 5+50 - END

HORIZONTAL SCALE

VERTICAL SCALE

RECORD DRAWINGS
AUGUST 2022

RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR, ADJUSTED TO CONTRACTOR NO CHANGES WHERE MADE

Revisions

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
4918 Main Street
Phone: 910.754.8029
Fax: 910.754.8549
Shallotte, North Carolina 28459
Firm Licensing Number C-4785

PRESSURE SEWER PLAN/PROFILE RECORD DRAWINGS
FOR
KINGFISH BAY
PHASE 2B - INDIGO COVE PHASE: LOTS SF40-SF59, C56-C81,
WSF14-WSF28 AND PHASE 2C - SUNSET POINTE PHASE: LOTS
WSF29-WSF31
BRUNSWICK COUNTY, NORTH CAROLINA

Date: 8/24/2022
Scale: AS SHOWN
Drawn By: MMH/JCW
Checked By: JCW

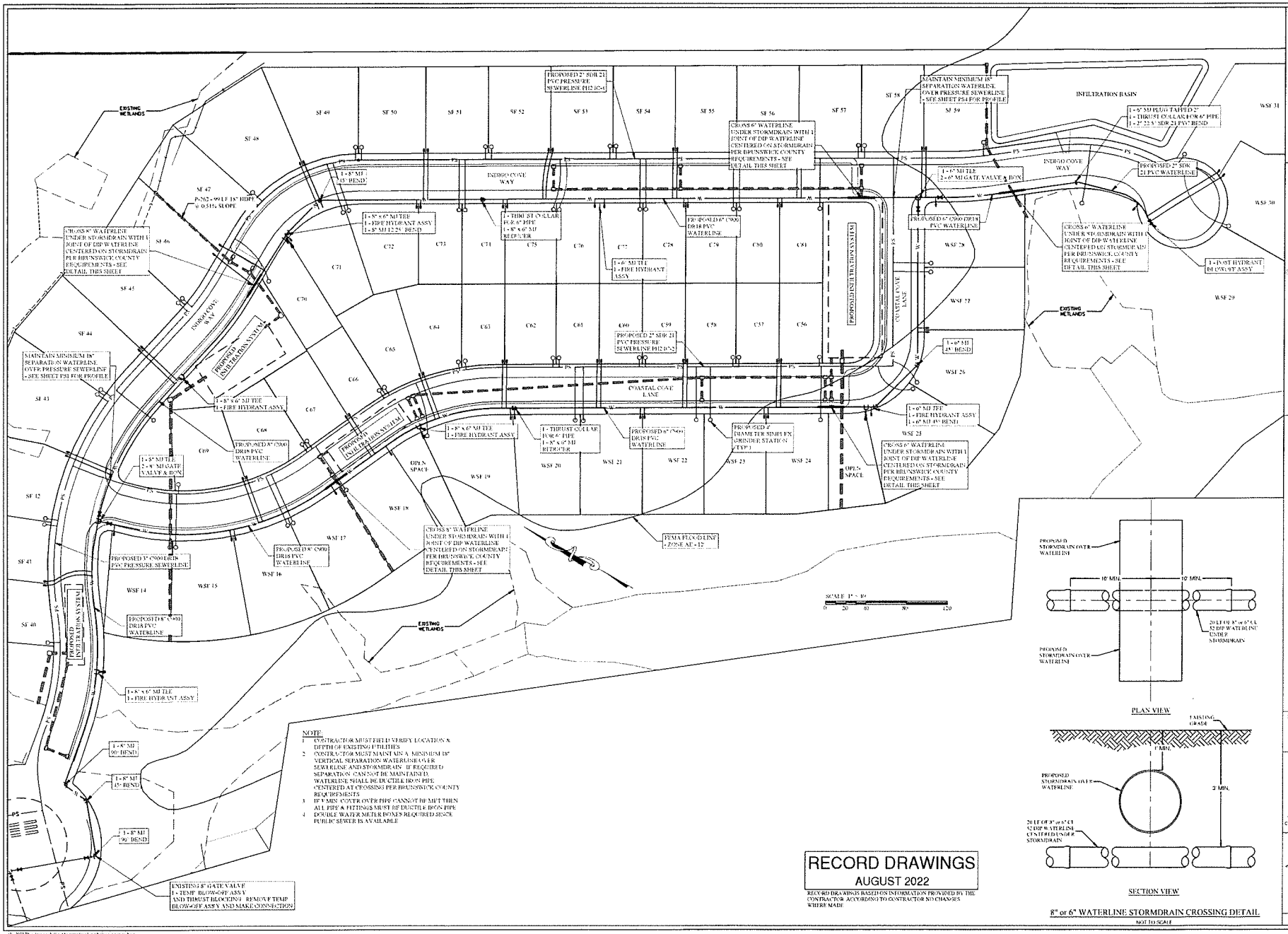
THIS PLAN IS NOT ISSUED FOR CONSTRUCTION WITHOUT AFFIXED CORPORATE SEAL

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 35084 8/24/2022 ENGINEER CHRISTIAN RUSSELL

RD4.0

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ECE PROJECT NO. 3700.08



NOTE:
1. CONTRACTOR MUST FIELD VERIFY LOCATION & DEPTH OF EXISTING UTILITIES.
2. CONTRACTOR MUST MAINTAIN A MINIMUM 18" VERTICAL SEPARATION WATERLINE OVER SEWERLINE AND STORMDRAIN. IF REQUIRED SEPARATION CANNOT BE MAINTAINED, WATERLINE SHALL BE DUCTILE IRON PIPE CENTERED AT CROSSING PER BRUNSWICK COUNTY REQUIREMENTS.
3. IF V MIN. COVER OVER PIPE CANNOT BE MET THEN ALL PIPE & FITTINGS MUST BE DUCTILE IRON PIPE.
4. DOUBLE WATER METER BOXES REQUIRED SINCE PUBLIC SEWER IS AVAILABLE.

RECORD DRAWINGS
AUGUST 2022
RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR ACCORDING TO CONTRACTOR NO CHANGES WHERE MADE

8" or 6" WATERLINE STORMDRAIN CROSSING DETAIL
NOT TO SCALE

Revisions

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
Phone: 910.754.8029
499 Village Road
Shallotte, North Carolina 28459
Firm License Number C-4783

WATER DISTRIBUTION RECORD DRAWINGS
FOR
KINGFISH BAY
PHASE 2B - INDIGO COVE PHASE; LOTS SF40-SF59, C56-C81, WSF14-WSF28 AND PHASE 2C - SUNSET POINTE PHASE; LOTS WSF29-WSF31
BRUNSWICK COUNTY, NORTH CAROLINA

Date: 8/24/2022
Scale: AS SHOWN
Drawn By: SS/DJC/JCR
Checked By: JCR

THIS PLAN IS NOT ISSUED FOR CONSTRUCTION WITHOUT ASSIGNED CORPORATE SEAL.

NORTH CAROLINA PROFESSIONAL SEAL 25054 ENGINEER J. CHRISTIAN PRISSEL

RD5.0

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ECE PROJECT NO. 3700.08

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AFFIDAVIT

Kingfish Bay 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, herby deposes and says under oath as follows:

1. That it is the owner of certain property located in Shallotte Township, Brunswick County, North Carolina, known as Kingfish Bay Phase 2B – Indigo Cove Phase and Phase 2C – Sunset Pointe Phase hereinafter referred to as the Project, 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 collection lines, all located under and along the private roadway rights-of way of Indigo Cove Way and Coastal Cove Lane and within utility easements within the Project as hereinafter described and referenced:

   BEING that certain project known as Kingfish Bay Phase 2B – Indigo Cove Phase and Phase 2C – Sunset Pointe Phase as more particularly described in the plats recorded in Map Cabinet 140, Pages 6 to 8 and Map Cabinet 140, Pages 4 to 5, both in the office of the Register of Deeds of Brunswick County and in those plans entitled "Water and Sewer Record Drawings for Kingfish Bay Phase 2B – Indigo Cove Phase; Lots SF40-SF59, C56-C81, WSF14-WSF28 and Phase 2C – Sunset Pointe Phase; Lots WSF29-WSF31" said drawings prepared by J. Christian Russell, P.E. of East Coast Engineering & Surveying, P.C. and dated August 2022; copies of which are attached hereto and of which are on file with the Brunswick County Engineering Department, County of Brunswick, North Carolina.

3. All the work which has been performed in the construction and installation of said water 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 Project which would in any way jeopardize title of Affiant or any contractor arising out of any work performed in said Project which would in any way jeopardize title to the Project or to the water lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer(s), this 8th day of September, 2022.

KINGFISH BAY DEVELOPMENT, LLC

By: Jowson

Prepared By: Justin M. Lewis, Ward and Smith, P.A., 127 Racine Drive, Wilmington, NC 28403

STATE OF NORTH CAROLINA

COUNTY OF _____

Signed and sworn to (or affirmed) before me, this day by _____, as _____ of Kingfish Bay Development, LLC.

Date:_____

NOTARY SEAL

_____
Signature of Notary Public

_____
Printed Name of Notary Public

My Commission Expires: _____

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ORANGE }

On 08 SEPT 2022 before me, PATRICIA L. HAGEN, NOTARY Public
Date *Here Insert Name and Title of the Officer*

personally appeared JEFFREY SAMSON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

PATRICIA L. HAGEN
Notary Public - California
Orange County
Commission # 2295648
My Comm. Expires Jul 26, 2023

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

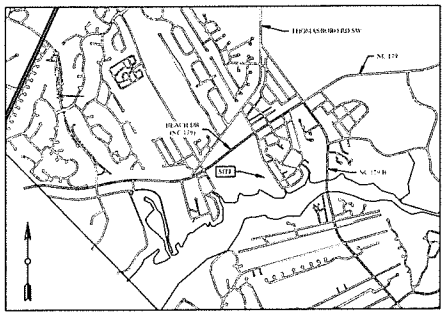
Description of Attached Document
Title or Type of Document: AFFIDAVIT – INDIGO Phase 2B + 2C
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

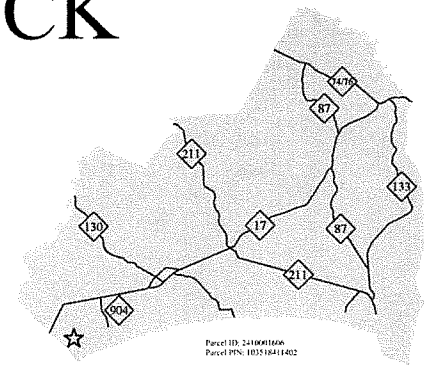
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COUNTY OF BRUNSWICK



VICINITY MAP

(Not to Scale)



VICINITY MAP

(Not to Scale)

WATER AND SEWER RECORD DRAWINGS
FOR
KINGFISH BAY
PHASE 2B - INDIGO COVE PHASE; LOTS SF40-SF59, C56-C81, WSF14-WSF28 AND PHASE 2C - SUNSET POINTE PHASE; LOTS WSF29-WSF31

BRUNSWICK COUNTY, NORTH CAROLINA

OWNER
KINGFISH BAY DEVELOPMENT, LLC
1228 KINGFISH BOULEVARD
CALABASH, NC 28467

SURVEYOR

COASTALGEOMATICS
LAND SURVEYING · MAPPING · PLANNING

DESIGNER

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
49 B Main Street
Post Office Box 5449
Shallotte, North Carolina 28459
Phone: 910.754.9029
Fax: 910.754.8042
Firm License Number C-4765

INDEX OF SHEETS

RD0.0	COVER SHEET
RD1.0	PRESSURE SEWER PLAN-PROFILE RECORD DRAWINGS
RD2.0	PRESSURE SEWER PLAN-PROFILE RECORD DRAWINGS
RD3.0	PRESSURE SEWER PLAN-PROFILE RECORD DRAWINGS
RD4.0	PRESSURE SEWER PLAN-PROFILE RECORD DRAWINGS
RD5.0	WATER DISTRIBUTION RECORD DRAWINGS

TYPE OF WORK:
SINGLE FAMILY RESIDENTIAL SUBDIVISION SERVED BY COUNTY WATER AND COUNTY SEWER

RECORD DRAWINGS
AUGUST 2022

RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR ACCORDING TO CONTRACTOR NO CHANGES WHERE MADE

NUMBER	DATE	BY	REVISION DESCRIPTION

APPROVAL STATUS	DATE	BY	DEPARTMENT
☐ YES ☐ NO ☐ N/A			PLANNING
☐ YES ☐ NO ☐ N/A			ENGINEERING
☐ YES ☐ NO ☐ N/A			PUBLIC UTILITIES

"ENGINEER'S CERTIFICATION OF COMPLIANCE WITH BRUNSWICK COUNTY SPECIFCATIONS AND DETAILS"
I hereby certify that the plans, details, and associated project specifications comply with the latest version, as of this date, of Brunswick County's Standard Specifications and Standard Details per standard engineering practice. Furthermore, I confirm my understanding that reviews and approvals by Brunswick County personnel do not imply that Brunswick County personnel have reviewed and are in agreement with every portion of the plans and specifications that I have submitted. I understand that Brunswick County reviews and approvals are meant to ensure that the overall plans are in general compliance with County objectives. I understand that it is my full responsibility to ensure that plans and specifications are in full compliance with applicable County, State, Federal, and other municipal requirements. Additionally, I understand that the County will not assume operation, maintenance, or ownership of constructed facilities that do not meet County requirements and the County may refuse to issue permits at facilities that the County deems are non-compliant with County Specifications. I also confirm my understanding that County Inspections are for the sole use of the County and I certify that I will not use, or direct others to use, County inspections for State compliance purposes or any other purpose."

DATE:
08/24/2022

SUBMITTAL:

WATER AND SEWER RECORD DRAWINGS
KING FISH BAY, PHASE 2B AND 2C
OWNER: KINGFISH BAY DEVELOPMENT, LLC
DESIGNER: EAST COAST ENGINEERING

NORTH CAROLINA
SEAL
35054
8/24/2022
ENGINEER
CHRISTIAN RUSSELL

CIVIL

SURVEY

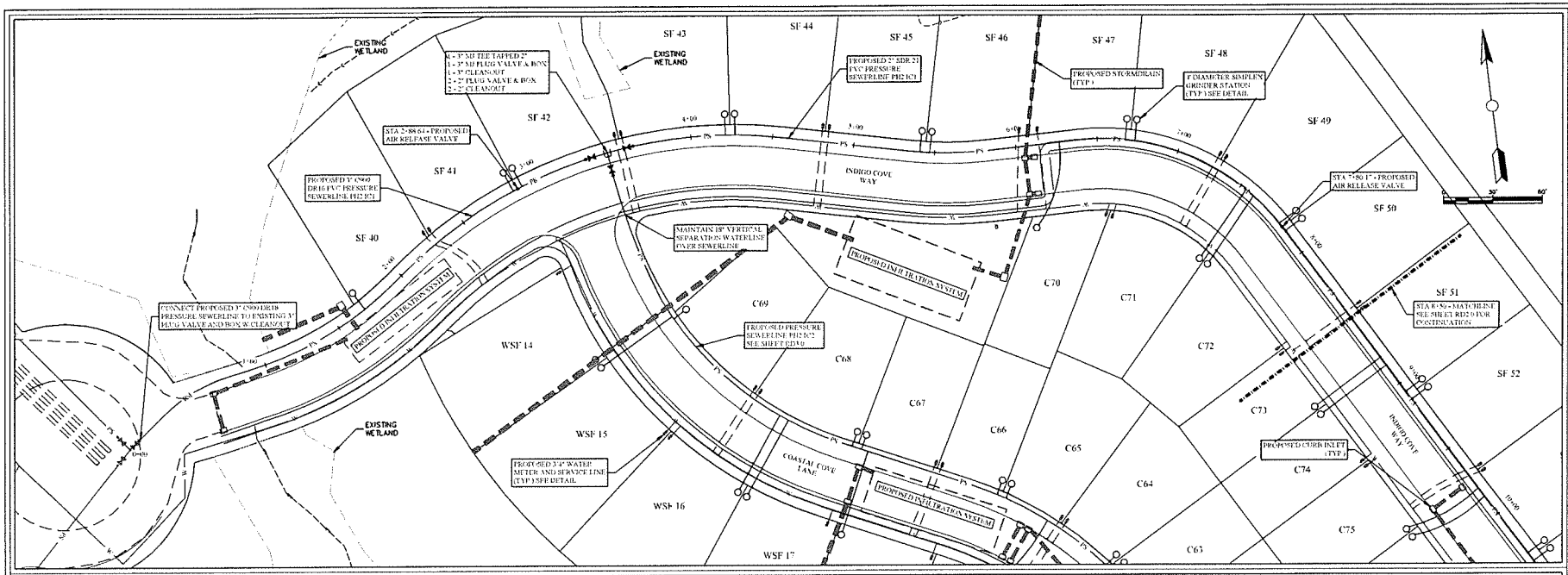
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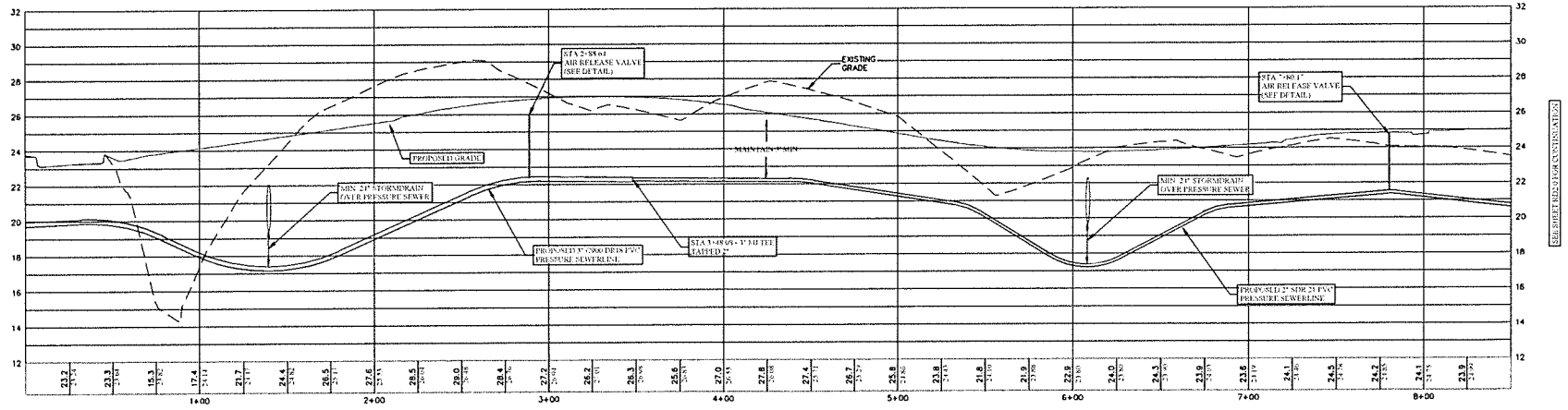
DES: ECE

CHK: JCR/ACL

PROJECT NO.
3700.08

SHEET NO.
RD0.0





PHASE 2 - INDIGO COVE WAY PRESSURE SEWER PROFILE

STA. 0+00 - 8+50

HORIZONTAL SCALE 0 30' 60'

VERTICAL SCALE 0 3' 6'

RECORD DRAWINGS
AUGUST 2022

RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR ACCORDING TO CONTRACTOR NO CHANGES WHERE MADE

Revisions

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
4910 Oleander Street
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Wilmington, North Carolina 28403
Phone: 910.794.1607
Fax: 910.794.1609
Firm License No. C-0782

PRESSURE SEWER PLAN/PROFILE RECORD DRAWINGS
FOR
KINGFISH BAY
PHASE 2B - INDIGO COVE PHASE: LOTS SF40-SF59, C56-C81,
WSF14-WSF28 AND PHASE 2C - SUNSET POINTE PHASE: LOTS
WSF29-WSF31
BRUNSWICK COUNTY, NORTH CAROLINA

Date 8/31/2021
Scale AS SHOWN
Drawn By MB/JCW
Checked By WW

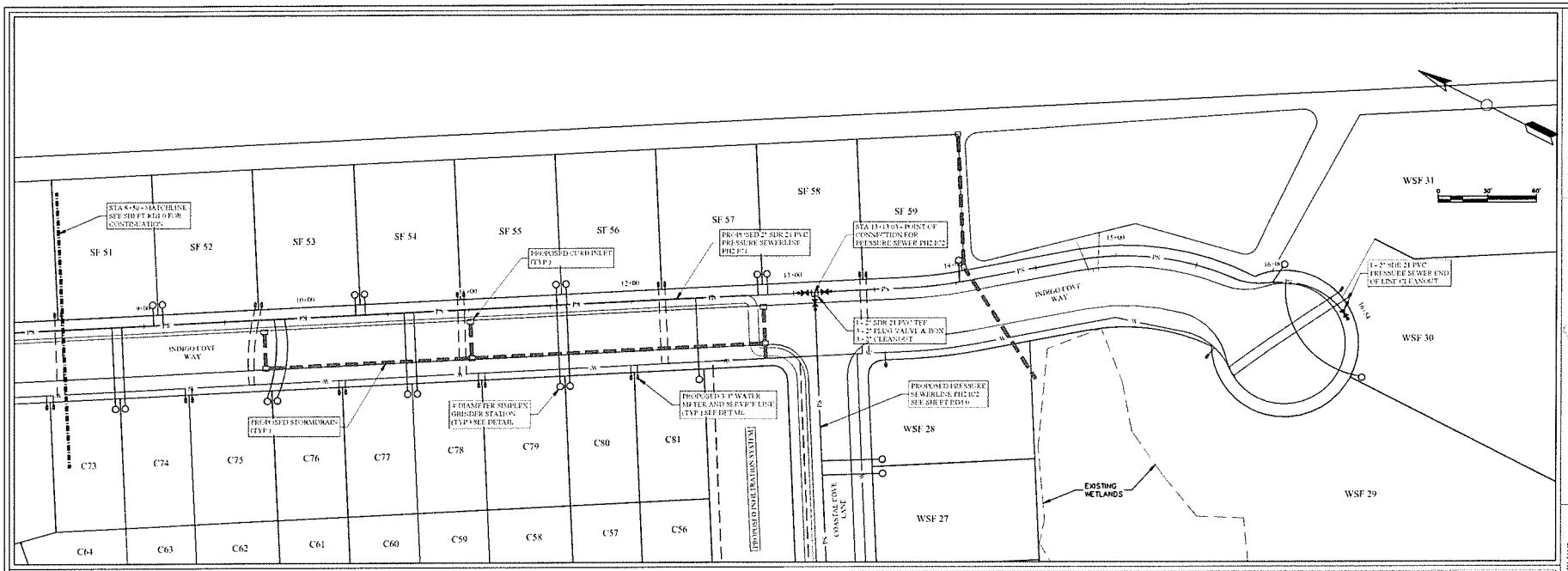
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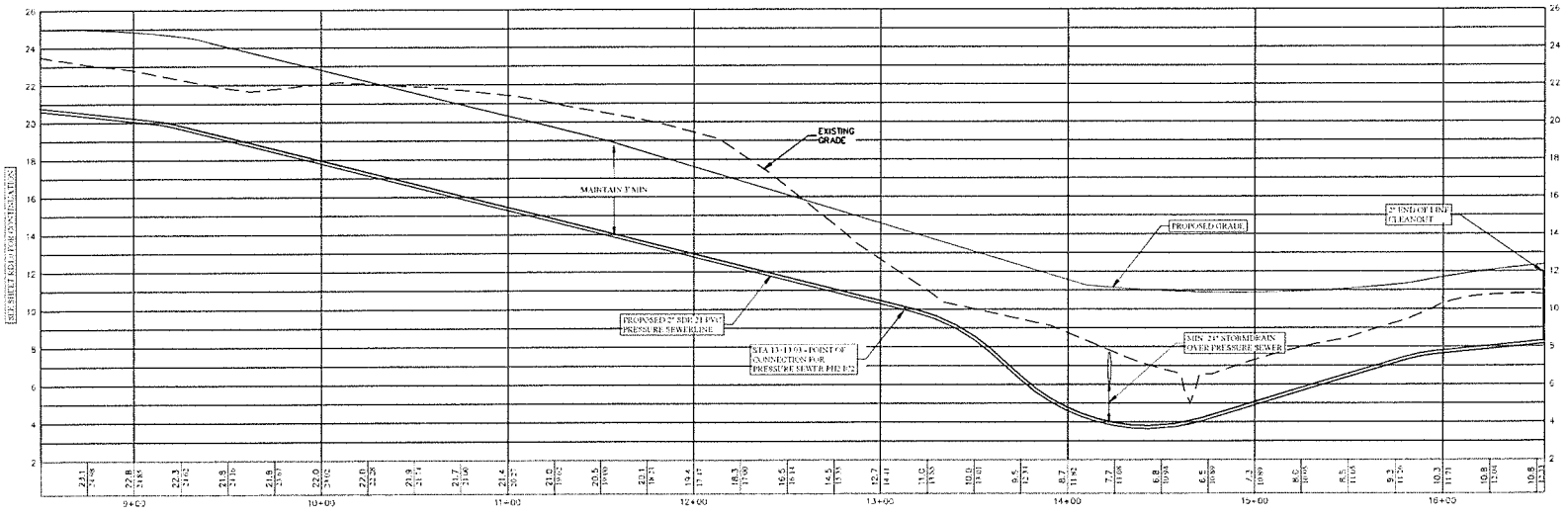
NORTH CAROLINA PROFESSIONAL SEAL 35054 ENGINEER CHRISTIAN RUSSELL

RD1.0

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ECE PROJECT NO. 3700.08





PHASE 2 - INDIGO COVE WAY PRESSURE SEWER PROFILE
STA. 8+50 - END

HORIZONTAL SCALE 0 30' 60'

VERTICAL SCALE 0 3' 6'

RECORD DRAWINGS
AUGUST 2022

RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR. ACCORDING TO CONTRACTOR NO CHANGES WHERE MADE

Revisions

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4918 Main Street
Post Office Box 2469
Shallotte, North Carolina 28459
Phone: 910.754.8099
FAX: 910.754.8049
Firm License Number C-1785

PRESSURE SEWER PLAN/PROFILE RECORD DRAWINGS
FOR
KINGFISH BAY
PHASE 2B - INDIGO COVE PHASE, LOTS SF 40-SF 59, C56-C81,
WSF14-WSF28 AND PHASE 2C - SUNSET POINTE PHASE, LOTS
WSF29-WSF31
BRUNSWICK COUNTY, NORTH CAROLINA

Date 8.24.2022
Scale AS SHOWN
Drawn By MGB/JCW
Checked By JCR

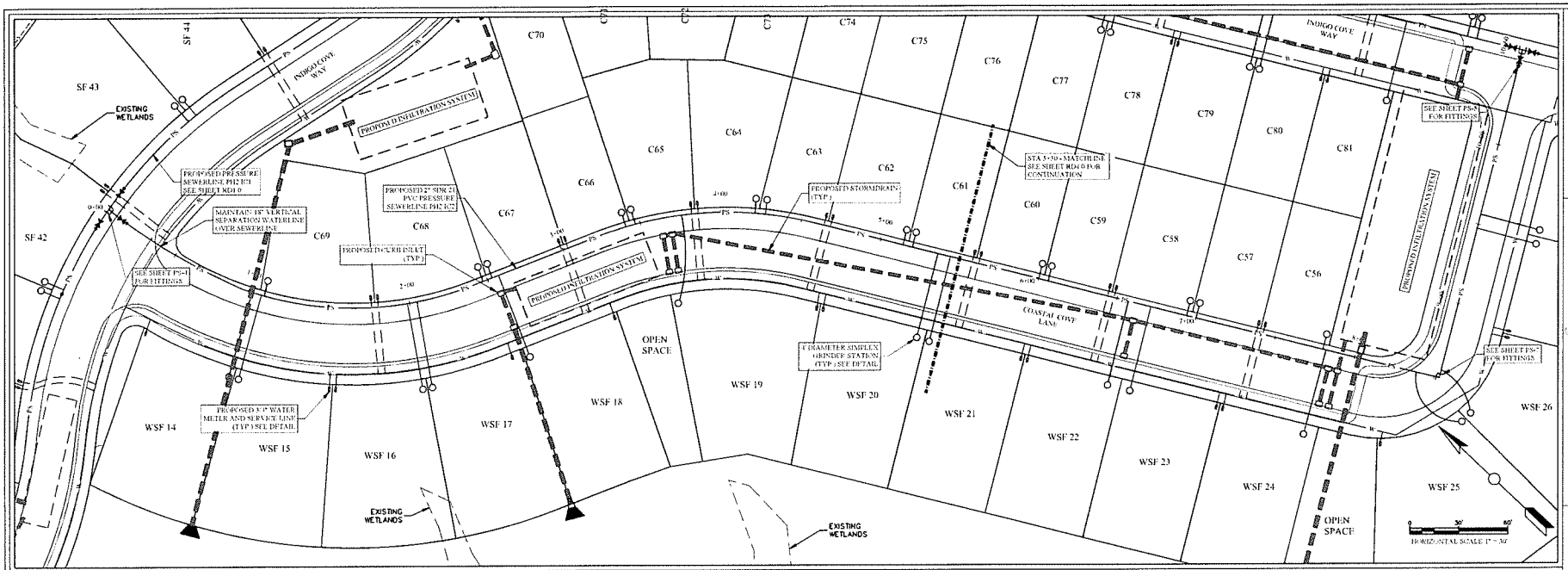
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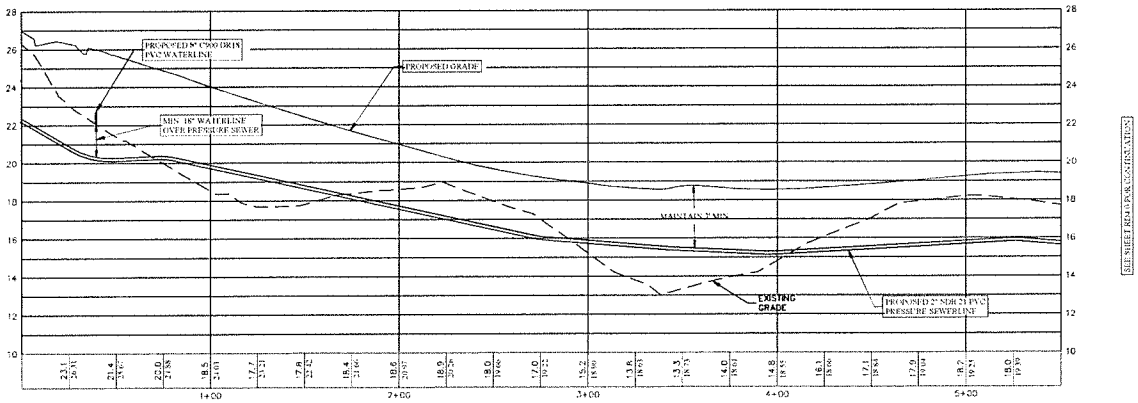
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 35054 8/24/2022 JOHN CHRISTIAN RUSSELL

RD2.0

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ECE PROJECT NO. 3700.08





PHASE 2 - COASTAL COVE LANE PRESSURE SEWER PROFILE

STA. 0+00 - 5+50

HORIZONTAL SCALE

VERTICAL SCALE

SEE SHEET RD4.0 FOR CONSTRUCTION NOTES

RECORD DRAWINGS
AUGUST 2022

RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR, ADJOINING TRADES/CONTRACTORS AS CHANGES WERE MADE

Revisions

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Phone: 910.794.8029
Fax: 910.794.8049
Firm License Number C-4785

PRESSURE SEWER PLAN/PROFILE RECORD DRAWINGS
FOR
KINGFISH BAY
PHASE 2B - INDIGO COVE PHASE: LOTS SF-60-SF-59, C56-C81
WSF 14-WSF 28 AND PHASE 2C - SUNSET POINTE PHASE: LOTS WSF29-WSF31
BRUNSWICK COUNTY, NORTH CAROLINA

Date: 9.21.2021
Scale: AS SHOWN
Drawn By: MJH/KAB
Checked By: JCR

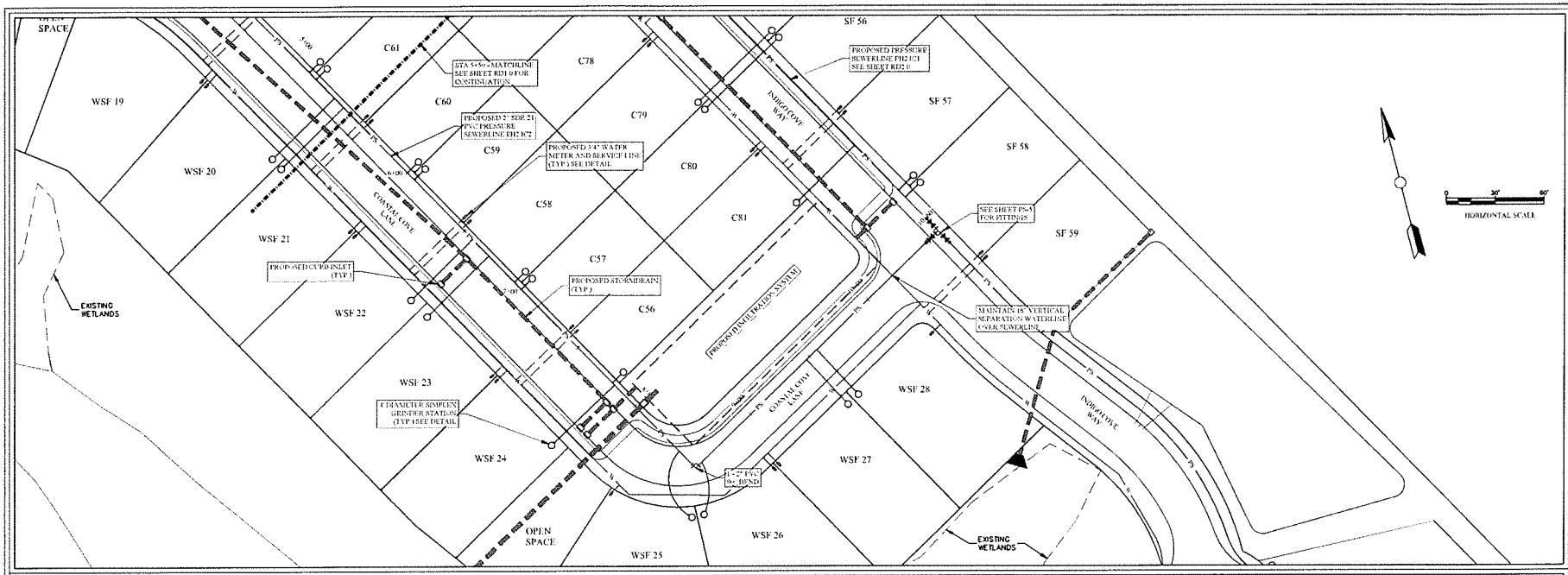
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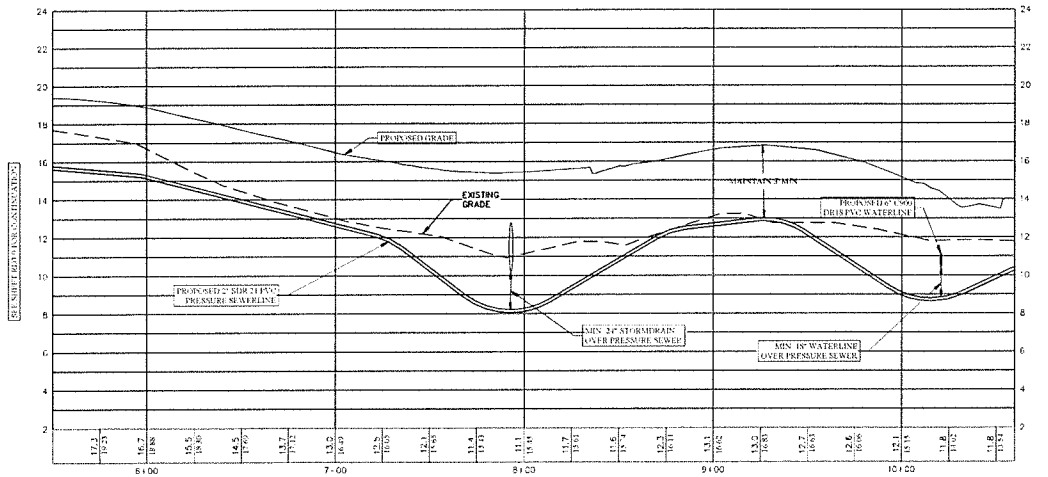
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 35094 9/8/2022 CHRISTIAN RUSSELL

RD3.0

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ECE PROJECT NO. 3700.08





PHASE 2 - COASTAL COVE LANE PRESSURE SEWER PROFILE
STA. 5+50 - END

HORIZONTAL SCALE

VERTICAL SCALE

RECORD DRAWINGS
AUGUST 2022

RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR ACCORDING TO CONTRACTOR NG CHANGES WHERE MADE

Revisions

East Coast Engineering, P.C.
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4918 Main Street
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Shallotte, North Carolina 28459
Phone 910-754-5929
Fax 910-754-8849
Firm License Number C-4180

PRESSURE SEWER PLAN/PROFILE RECORD DRAWINGS
FOR
KINGFISH BAY
PHASE 2D - INDIGO COVE PHASE, LOTS SF40-SF59, C56-C81,
WSF14-WSF28 AND PHASE 2C - SUNSET POINTE PHASE, LOTS
WSF29-WSF31
BRUNSWICK COUNTY, NORTH CAROLINA

Date 8.24.2022
Scale AS SHOWN
Drawn By Mark E. B.
Checked By PCR

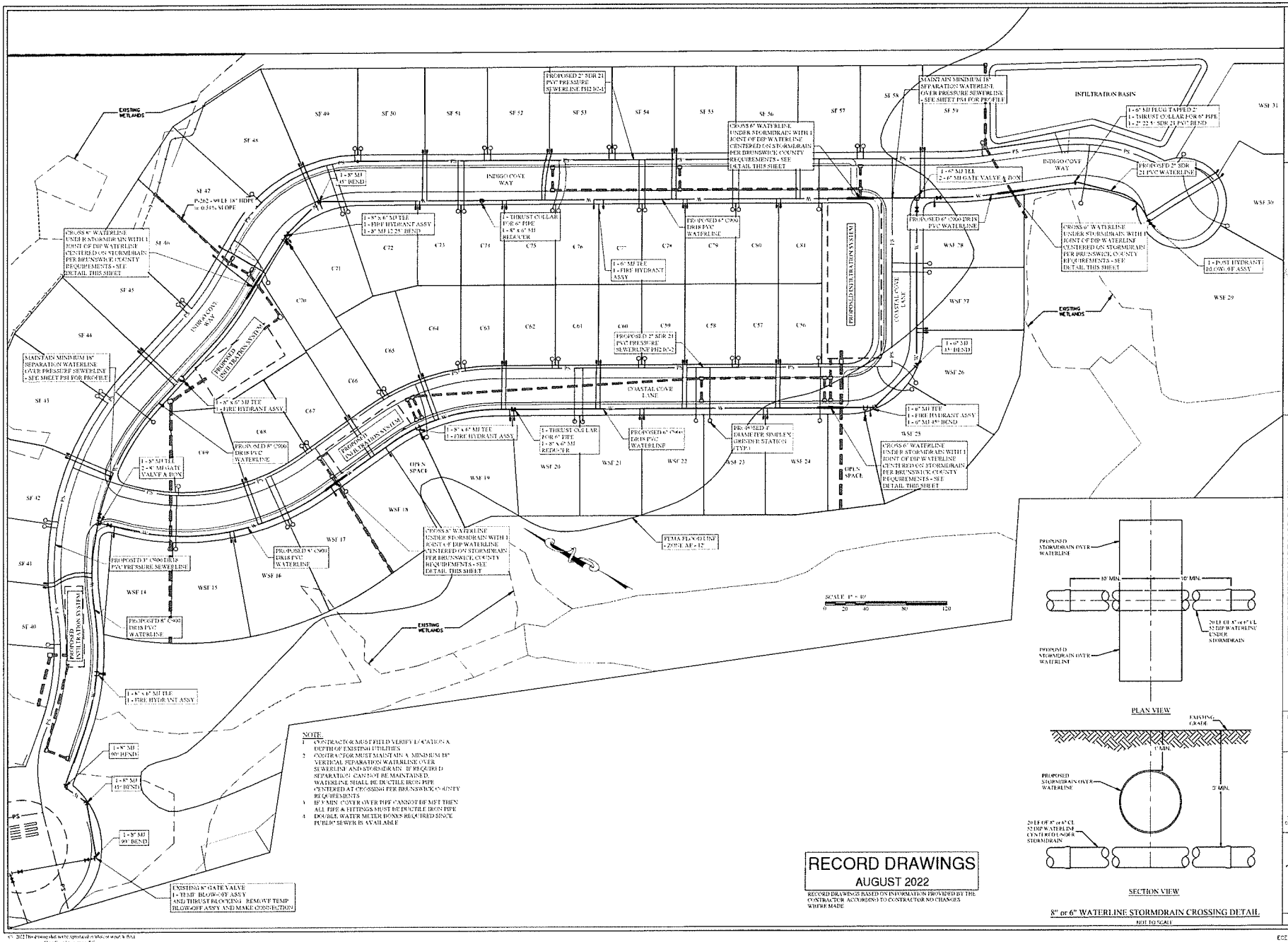
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NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 35054 8/24/2022 ENGINEER CHRISTIAN RUSSELL

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ECE PROJECT NO. 3702.03



NOTE:
1. CONTRACTOR MUST FIELD VERIFY LOCATION & DEPTH OF EXISTING UTILITIES
2. CONTRACTOR MUST MAINTAIN A MINIMUM 18" VERTICAL SEPARATION WATERLINE OVER SEWERLINE AND STORMDRAIN. IF REQUIRED SEPARATION CAN NOT BE MAINTAINED, WATERLINE SHALL BE DUCTILE IRON PIPE CENTERED AT CROSSING PER BRUNSWICK COUNTY REQUIREMENTS
3. IF 3' MIN. COVER OVER PIPE CANNOT BE MET THEN ALL PIPE & FITTINGS MUST BE DUCTILE IRON PIPE
4. DOUBLE WATER METER BOXES REQUIRED SINCE PUBLIC SEWER IS AVAILABLE

RECORD DRAWINGS
AUGUST 2022
RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR ACCORDING TO CONTRACTOR NO CHANGES WHERE MADE

8" or 6" WATERLINE STORMDRAIN CROSSING DETAIL
NOT TO SCALE

Revisions

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
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Phone: 910.754.8049
Fax: 910.754.8049
Firm License Number C-4783

WATER DISTRIBUTION RECORD DRAWINGS
FOR
KINGFISH BAY
PHASE 2B - INDIGO COVE PHASE, LOTS SF40-SF50, C56-C81, WSF14-WSF28 AND PHASE 2C - SUNSET POINTE PHASE, LOTS WSF29-WSF31
BRUNSWICK COUNTY, NORTH CAROLINA

Date: 8.24.2022
Scale: AS SHOWN
Drawn By: MAB/BCM
Checked By: JCR

THIS PLAN IS NOT ISSUED FOR CONSTRUCTION WITHOUT AN EMBOSSED CORPORATE SEAL.

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 35054 8.24.2022 ENGINEER CHRISTIAN RUSSELL

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ECE PROJECT NO. 3700.08

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # V. - 5.
County Attorney - Mercantile Drive Business Park, Ph 1, sewer DOD

From:
Asst. County Attorney--Bryan Batton

Issue/Action Requested:
Consider accepting the Deed of Dedication for sewer infrastructure for Mercantile Drive Business Park, Phase 1, sewer.

Background/Purpose of Request:
Inwood Investments, LLC has submitted a Deed of Dedication for sewer infrastructure for Mercantile Drive Business Park, Phase 1 sewer. 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
$ 33,800.00 for sewer.

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for sewer infrastructure from Inwood Investments, LLC.

County Manager's Recommendation:
Recommend that the Board accept the Deed of Dedication for sewer infrastructure for Mercantile Drive Business Park, Phase 1, sewer.

ATTACHMENTS:

Description

- Mercantile Drive Business Park, Phase 1 sewer DOD

Prepared by: Manoj Bhatia
(Note: Name of preparer must be on first page of this document)

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the _____ day of _____, 20 22, by and between Inwood Investments, LLC, a North Carolina LLC, with an office and place of business in Brunswick County, North Carolina, party of the first part, hereinafter referred to as "Developer", and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, whose mailing address is P.O. Box 249, Bolivia, NC 28422, party of the second part, hereinafter referred to as Grantee;

W I T N E S S E T H :

That whereas Developer is the owner and developer of a tract or parcel located in **Leland** Township, Brunswick County, North Carolina, and whereas Developer has caused to be installed sewer collection lines under and along the road rights-of-way hereinafter described and referenced,

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

And whereas Grantee has adopted through appropriate resolution stated policy regarding water distribution and sewer collection systems under the terms of which, among other things, in

order to obtain water and sewer for said subdivision Developer must convey title to the sewer system to Grantee through an instrument of dedication acceptable to Grantee,

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

All of that eight-inch gravity sewer collection line, and end of line manhole, within the 30 foot public utility easement on Parcel # 0280000875, said sewer line and public utility easement as shown on the record drawings prepared by Paramounte Engineering, Inc., dated 2/8/2022, herein included as Exhibit A, and on the Map of Subdivision for Mercantile Park Phase 1, recorded in Map Cabinet 129 Page 27 of the Brunswick County Registry, and included herein as Exhibit B.

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

Non-exclusive easements over, along and upon the entire area of the streets and cul-de-sacs depicted on the maps and serving the areas referenced above for purposes of entry into the subdivision for maintenance, repair, and upkeep of the sewer collection line and for connecting the same to 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 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 sewer system for a period of one (1) year from the date of recording of this Deed of Dedication in the office of the Brunswick County Register of Deeds.

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

By Manoj Bhatia, Managing Member
(Name and Title of Officer signing)

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, do hereby certify that Manoj Bhatia personally came before me this day, and (I have personal knowledge of the identity of the principal) OR (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC Driver's License)OR (a credible witness has sworn to the identity of the principal(s)); and he/she acknowledged that he is (Member, Manager), of **(Inwood Investments LLC)**, a North Carolina **Inwood Investments LLC**, and that he, as **(Managing Member)**, being authorized to doso, executed the foregoing on behalf of the **(Inwood Investments LLC)**.

Witness my hand and official seal this the 25th Day of April 2022.

Signature of Notary Public

(NOTARY SEAL)

KIRBY PENNIX
My Commission Expires
NOTARY
PUBLIC
03-02-27
JOHNSTON COUNTY, NC

March 2, 2027
Kirby Pennix
Printed or Typed Name of Notary Public

My Commission expires March 2, 2027

ACCEPTANCE OF DEED

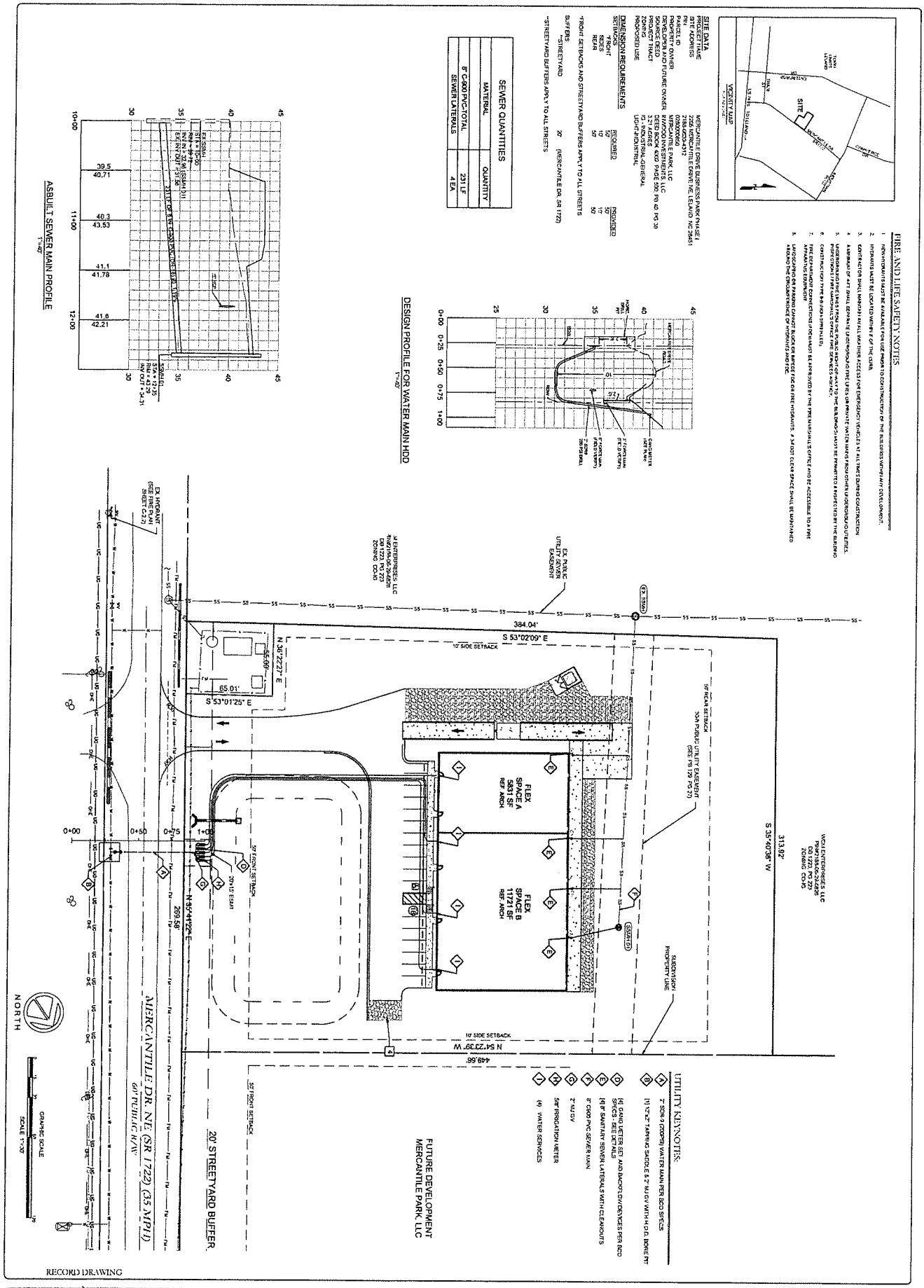
This Deed of Dedication and accompanying Affidavit for (Inwood Investments, LLC) was accepted by the Brunswick County Board of Commissioners on the _____ day OF _____, 2022.

Brunswick County Board of Commissioners

_____
Randy Thompson, Chairman

_____
Daralyn Spivey
Clerk to the Board

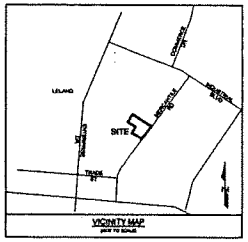
-EXHIBIT A-



AB-1	PROJECT STATUS: CONCEPTUAL LAYOUT / PRELIMINARY LAYOUT / FINAL DESIGN / RELEASED FOR CONST.	UTILITY ASBUILT PLAN MERCANTILE DR. BUSINESS PARK PHASE I 2205 Mercantile Drive NE, Leland, NC 28451 BRUNSWICK CO., NORTH CAROLINA	PARAMOUNTE ENGINEERING, INC. 122 Cinema Drive Wilmington, North Carolina 28403 (910) 791-6707 (C) (910) 791-6760 (F) NC License #: C-2446	CLIENT INFORMATION INWOOD INVESTMENTS, LLC 1320 Maynard Rd, Suite 201 Cary, NC 27511 (919) 244-0046	REVISIONS / STATUS

11\ap Cabinet 129 pg 27 6/9/2021 hmc

129/27



LEGEND:

O IPF	IRON PIPE FOUND	BOUNDARY LINE
O IRS	IRON ROD SET	ADJOINING BOUNDARY LINE
		RIGHT OF WAY
		SETBACK
		EASEMENT

B0129 P0027 06-09-2021 11:43:29.000
Brenda N. Clemons PLAT
Brunswick County, NC Register of Deeds page 1 of 1

APPROVED
Minor Subdivision/Minor [illegible]
Justin Brantley
Planning Director or Designee
Date: 6/9/2021

NOTES
1. AREA CALCULATED BY COORDINATE METHOD.
2. THE SUBJECT PARCEL IS LOCATED IN FLOOD ZONE X WHICH IS NOT A SPECIAL HAZARD FLOOD AREA AS SHOWN BY FEMA PANEL NUMBER 3720218800J IN BRUNSWICK COUNTY WITH AN EFFECTIVE JUNE 2, 2006.
3. UTILITIES AS SHOWN ARE PLOTTED FROM INFORMATION VISIBLE IN THE FIELD AND FROM INFORMATION PROVIDED BY UTILITY COMPANIES. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST. THE APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED PRIOR TO LAND DISTURBING ACTIVITIES.
4. THIS LOT IS SUBJECT TO ALL UTILITY EASEMENTS, RESTRICTIONS, OR COVENANTS OF RECORD.
5. NO NCGS MONUMENT WAS FOUND WITHIN 2,000 FEET OF THE PARCEL.
6. HORIZONTAL DATUM (NAD 83-2011) WAS ESTABLISHED UTILIZING A SURVEY GRADE GPS RECEIVER OPERATING IN VRS MODE WITH REPEAT OBSERVATIONS.

PARCEL INFO
PAR ID: 0280000850
PIN: 2188-06-39-4312
OWNER: MERCANTILE PARK, LLC

MC 40, PG 38
DB 4009, PG 590

ZONE: CO-IG

SETBACKS
FRONT: 50'
SIDE: 10'
REAR: 50'

WCM ENTERPRISES, LLC
PIN#2188-06-29-6826
DB 1223, PG 223
ZONING: CO-IG

WCM ENTERPRISES, LLC
PIN#2188-06-29-6826
DB 1223, PG 223
ZONING: CO-IG

WCM ENTERPRISES, LLC
PIN#2188-06-29-6826
DB 1223, PG 223
ZONING: CO-IG

LOT 1
INWOOD INVESTMENTS, LLC
139,804 SF ±
3.21 AC.

LOT 2
MERCANTILE PARK, LLC
509,574 SF ±
11.70 AC.

N 35°40'38" E 498.60'
N 54°19'22" W 672.00'
S 54°19'22" E 1021.77'
S 35°41'22" W 823.18' (T)
N 35°40'38" E 313.92'
N 38°11'00" E 316.47'
30' PUBLIC UTILITY ESMT.
S 38°11'00" W 317.18'
N 53°12'09" W 446.71' (T)
S 54°19'22" E 449.58' (T)
20' PUBLIC UTILITY ESMT.
109.60'
139.33'
499.26'
55.00'
50' REAR
50' FRONT
10' SIDE
30.0'
30.01'
41.06'
PUMP STATION APPARENT EASEMENT DEED NOT LOCATED
IPF
IRS

LINE	BEARING	DISTANCE
L1	N 35°41'22" E	20.00'
L2	N 54°18'38" W	20.00'
L3	N 35°41'22" E	20.00'
L4	N 54°18'38" W	20.00'

MERCANTILE DR. NE (SR 1722) (35 MPH)
60' PUBLIC R/W
S 11°30'43" W 145.55' (TIE)

SCALE: 1"=80'
0 40 80 160 240 320

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, Justin Brantley, REVIEW OFFICER OF BRUNSWICK COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER 6-9-2021 DATE

CERTIFICATE OF REGISTRATION BY REGISTER OF DEEDS

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

FILED FOR REGISTRATION ON THE _____ DAY OF _____, 20____ AT _____ (A.M./P.M.) AND DULY RECORDED IN MAP BOOK _____ AT PAGE _____

REGISTER OF DEEDS

CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS, PLAYGROUNDS, PARKS, OPEN SPACES, AND EASEMENTS FOREVER ALL AREAS SO SHOWN OR INDICATED ON SAID PLAT.

SIGNATURE OF OWNER(S)/AUTHORIZED AGENT 05/21/2021 DATE

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF LELAND, NORTH CAROLINA, AND THAT THIS PLAT HAS BEEN APPROVED BY THE LELAND TOWN PLANNING BOARD FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF BRUNSWICK COUNTY.

SUBDIVISION ADMINISTRATOR DATE

~~TOWN OF LELAND~~, NORTH CAROLINA
~~BRUNSWICK CO.~~

CERTIFICATE OF ACCURACY AND MAPPING

I, JOSHUA TAYLOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION NOTED; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 18TH DAY OF MAY A.D., 2021

JOSHUA TAYLOR, PLS LICENSE NO. L-5217

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

JOSHUA TAYLOR, PLS LICENSE NO. L-5217

DATE
REVISIONS

CLIENT INFORMATION
INWOOD INVESTMENTS, LLC
1320 SE Maynard Road, Suite 201
Cary, NC 27511

PARAMOUNTE
122 Cinema Drive, Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

MINOR SUBDIVISION
MERCANTILE PARK PHASE 1

LELAND INDUSTRIAL PARK
NORTHWEST TOWNSHIP
BRUNSWICK COUNTY, NC

NORTH CAROLINA PROFESSIONAL SEAL L-5217 LAND SURVEYOR JOSHUA TAYLOR SEAL

1 of 1
DATE: MAY 18, 2021 SCALE: 1"=80'
PSI JOB#: 20508.PE

- EXHIBIT B -

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK AFFIDAVIT

Inwood Investments, LLC, a North Carolina LLC, with an office and place of business in Brunswick County, North Carolina, hereinafter referred to Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Leland Township, Brunswick County, North Carolina, know as Mercantile Park Phase 1 Subdivision, containing lots numbered 1 thru 1, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.

2. That is has caused to be installed a sewer collection line under and along the road right-of-way and/ or onsite public utility easement hereinafter described and referenced:

All of that eight-inch gravity sewer collection line, and end of line manhole, within the 30-foot public utility easement on Parcel # 0280000875, said sewer line and public utility easement as shown on the record drawings prepared by Paramounte Engineering, Inc., dated 2/8/2022, herein included as Exhibit A, and on the Map of Subdivision for Mercantile Park Phase 1, recorded in Map Cabinet 129 Page 27 of the Brunswick County Registry, and included herein as Exhibit B.

3. All the work which has been performed in the construction and installation of said sewer collection line described in paragraph 2, above, has been fully paid for and there are now no liens or any kind including an y 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 sewer lines installed therein which would in any way jeopardize title to the subdivision or the sewer collection lines located therein.

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

By Manoj Bhatia
(Name and Title of Officer signing)

STATE OF NORTH CAROLINA
COUNTY OF Cumberland

I, a Notary Public of the County and State aforesaid, do hereby certify that Manoj Bhatia personally came before me this day, and (I have personal knowledge of the identity of the principal) OR (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC DL) OR (a credible witness has sworn to the identity of the principal(s)); and he/she acknowledged that he is (Member, Manager), of **(Inwood Investments LLC)**, a North Carolina **Inwood Investments LLC**, and that he, as **(Managing Member)**, being authorized to doso, executed the foregoing on behalf of the **(Inwood Investments LLC)**.

Witness my hand and official seal this the 5 Day of August 2022

Joan C. Stringfellow
Signature of Notary Public

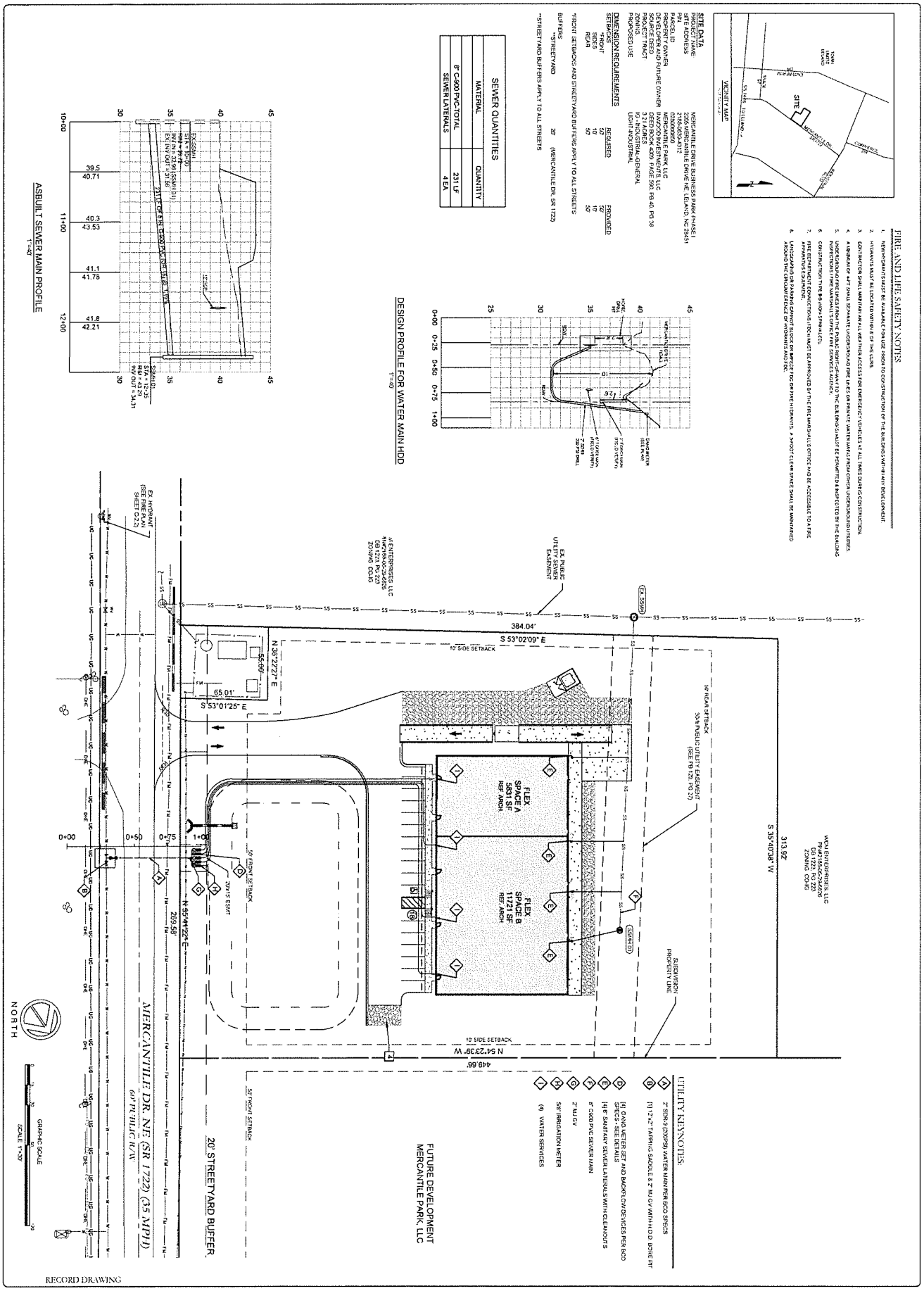
(NOTARY SEAL)

JOAN C STRINGFELLOW NOTARY PUBLIC CUMBERLAND COUNTY, N.C.

Joan C. Stringfellow
Printed or Typed Name of Notary Public

My Commission expires April 10, 2025

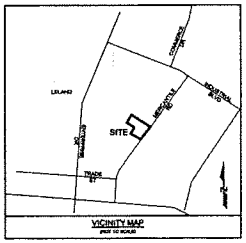
-EXHIBIT A-



AB-1	PROJECT STATUS: CONCEPTUAL LAYOUT / PRELIMINARY LAYOUT / FINAL DESIGN / RELEASED FOR CONST.	UTILITY ASBUILT PLAN	PARAMOUNTE ENGINEERING	CLIENT INFORMATION	REVISIONS / STATUS
	DRAWING INFORMATION: DATE, SCALE, DESIGNED, DRAWN, CHECKED	MERCANTILE DR. BUSINESS PARK PHASE I 2205 Mercantile Drive NE, Leland, NC 28451 BRUNSWICK CO., NORTH CAROLINA	122 Cavera Drive Wilmington, North Carolina 28403 (910) 791-6707 (O) (910) 791-6760 (F) NC License #: C-2846	INWOOD INVESTMENTS, LLC 1320 Maynard Rd, Suite 201 Cary, NC 27511 (919) 244-0046	

Map Cabinet 129 Pg 27 6/9/2021 PMA

129/27



LEGEND:

O IPF	IRON PIPE FOUND	———	BOUNDARY LINE
O IRS	IRON ROD SET	——— — ———	ADJOINING BOUNDARY LINE
		———	RIGHT OF WAY
		— — — —	SETBACK
		— — — —	EASEMENT

B0129 P0027 05-09-2021 11:43:26.000
Brunswick County, NC Register of Deeds page 1 of 1

APPROVED
Minor Subdivision/Minor Site Plan
Justin Brantley
Planning Director or Designee
Date: 6/9/2021

NOTES
1. AREA CALCULATED BY COORDINATE METHOD.
2. THE SUBJECT PARCEL IS LOCATED IN FLOOD ZONE X WHICH IS NOT A SPECIAL HAZARD FLOOD AREA AS SHOWN BY FEMA PANEL NUMBER 3720218800J IN BRUNSWICK COUNTY WITH AN EFFECTIVE JUNE 2, 2006.
3. UTILITIES AS SHOWN ARE PLOTTED FROM INFORMATION VISIBLE IN THE FIELD AND FROM INFORMATION PROVIDED BY UTILITY COMPANIES. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST. THE APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED PRIOR TO LAND DISTURBING ACTIVITIES.
4. THIS LOT IS SUBJECT TO ALL UTILITY EASEMENTS, RESTRICTIONS, OR COVENANTS OF RECORD.
5. NO NCGS MONUMENT WAS FOUND WITHIN 2,000 FEET OF THE PARCEL.
6. HORIZONTAL DATUM (NAD 83-2011) WAS ESTABLISHED UTILIZING A SURVEY GRADE GPS RECEIVER OPERATING IN VRS MODE WITH REPEAT OBSERVATIONS.

PARCEL INFO
PAR ID: 0280000850
PIN: 2188-06-39-4312
OWNER: MERCANTILE PARK, LLC

MC 40, PG 38
DB 4009, PG 590

ZONE: CO-IG

SETBACKS
FRONT: 50'
SIDE: 10'
REAR: 50'

WCM ENTERPRISES, LLC
PIN#2188-06-29-6826
DB 1223, PG 223
ZONING: CO-IG

WCM ENTERPRISES, LLC
PIN#2188-06-29-6826
DB 1223, PG 223
ZONING: CO-IG

LOT 1
INWOOD INVESTMENTS, LLC
139,804 SF ±
3.21 AC.

LOT 2
MERCANTILE PARK, LLC
509,574 SF ±
11.70 AC.

WCM ENTERPRISES, LLC
PIN#2188-06-29-6826
DB 1223, PG 223
ZONING: CO-IG

LINE	BEARING	DISTANCE
L1	N 35°41'22" E	20.00'
L2	N 54°18'38" W	20.00'
L3	N 35°41'22" E	20.00'
L4	N 54°18'38" W	20.00'

PUMP STATION APPARENT EASEMENT DEED NOT LOCATED

MERCANTILE DR. NE (SR 1722) (35 MPH)
60' PUBLIC R/W

SCALE: 1"=80'
0 40 80 160 240 320

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, Justin Brantley, REVIEW OFFICER OF BRUNSWICK COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER 6-9-2021 DATE

CERTIFICATE OF REGISTRATION BY REGISTER OF DEEDS

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

FILED FOR REGISTRATION ON THE _____ DAY OF _____, 20_____ AT _____ (A.M./P.M.) AND DULY RECORDED IN MAP BOOK _____ AT PAGE _____.

REGISTER OF DEEDS

CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS, PLAYGROUNDS, PARKS, OPEN SPACES, AND EASEMENTS FOREVER ALL AREAS SO SHOWN OR INDICATED ON SAID PLAT.

Manuel Bratton 05/21/2021
SIGNATURE OF OWNER(S)/AUTHORIZED AGENT DATE

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF LELAND, NORTH CAROLINA, AND THAT THIS PLAT HAS BEEN APPROVED BY THE LELAND TOWN PLANNING BOARD FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF BRUNSWICK COUNTY.

SUBDIVISION ADMINISTRATOR DATE

~~TOWN OF LELAND~~, NORTH CAROLINA
~~BRUNSWICK CO.~~

CERTIFICATE OF ACCURACY AND MAPPING

I, JOSHUA TAYLOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION NOTED; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 18TH DAY OF MAY A.D., 2021.

JOSHUA TAYLOR, PLS LICENSE NO. L-5217

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

JOSHUA TAYLOR, PLS LICENSE NO. L-5217

DATE
REVISIONS:

CLIENT INFORMATION:
INWOOD INVESTMENTS, LLC
1320 SE Maynard Road, Suite 201
Cary, NC 27511

PARAMOUNTE
Engineering, Inc.
122 Cinema Drive 28403
Wilmington, NC
(910) 790-5700 (O) (910) 791-4760 (F)
NC License #: C-2846

MINOR SUBDIVISION
MERCANTILE PARK PHASE 1

LELAND INDUSTRIAL PARK
NORTHWEST TOWNSHIP
BRUNSWICK COUNTY, NC

NORTH CAROLINA PROFESSIONAL SEAL L-5217 LAND SURVEYOR JOSHUA W. TAYLOR
SEAL

1 of 1

DATE: MAY 18, 2021 SCALE: 1"=80'
PEJ JOB#: 20505.PE

- EXHIBIT B -

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # V. - 6.
County Attorney - Ocean Isle Palms Bond Extension Request

From:
Bryan W Batton, Asst. County Attorney

Issue/Action Requested:
To approve an extension of the Ocean Isle Palms subdivision bonding agreement subject to terms satisfactory to the County Attorney and authorize the County Manager to execute the same.

Background/Purpose of Request:
OIP NC, LLC, purchased the Ocean Isle Palms development from the North Myrtle Liquidating Trust. As part of the transaction, OIP NC, LLC was required to post replacement bonds for asphalt in Phase 1 and the infrastructure in Phase 2. In addition, Brunswick County required a lot exchange program as a condition of the bonding such that independent lot owners could trade their undeveloped lots for developed lots.

Since then, OIP NC, LLC has continued to work with engineers and planners on the development. This includes an NCDOT driveway permit and associated work. In addition, several lot owners have utilized the lot swap program.

OIP NC, LLC is requesting an extension from December 31, 2022 through December 31, 2024. Any extension would also include the lot swap program for any remaining lot owners in Phase 2.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Attorney's Recommendation:
To approve an extension of the Ocean Isle Palms subdivision bonding agreement subject to terms satisfactory to the County Attorney and authorize the County Manager to execute the same.

County Manager's Recommendation:
Recommend that the Board approve an extension of the Ocean Isle Palms subdivision bonding agreement subject to terms satisfactory to the County Attorney and authorize the County Manager to execute the same.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # V. - 7.
County Attorney - The Reserve at Sunset Harbor (Grande Palms), Ph 1, Lots 40-75 DOD

From:
Asst. County Attorney--Bryan Batton

Issue/Action Requested:
Consider accepting the Deed of Dedication for water and sewer infrastructure for The Reserve at Sunset Harbor (Grande Palms), Phase 1, Lots 40-75.

Background/Purpose of Request:
The Reserve at Sunset Harbor, LLC has submitted a Deed of Dedication for water and sewer infrastructure in The Reserve at Sunset Harbor (Grande Palms), Phase 1, Lots 40-75. 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
$ 85,350.00 for water
$ 124,650.00 for sewer

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for water and sewer infrastructure from The Reserve at Sunset Harbor, LLC.

County Manager's Recommendation:
Recommend accepting the Deed of Dedication for water and sewer infrastructure for The Reserve at Sunset Harbor (Grande Palms), Phase 1, Lots 40-75.

ATTACHMENTS:

Description

- The Reserve at Sunset Harbor (Grande Palms), Ph 1, Lots 40-75 DOD

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION made and entered into this the _____ day of_____ 2022, by and between THE RESERVE AT SUNSET HARBOR, LLC, a North Carolina LLC, hereinafter referred to as Developer with a mailing address listed as P.O. Box 349, West End, NC 27376), and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, whose mailing address is P. O. Box 249, Bolivia, NC 28422, party of the second part, hereinafter referred to as Grantee;

W I T N E S S E T H:

THAT WHEREAS Developer is the owner and developer of a tract or parcel located in Lockwood Folly Township, Brunswick County, North Carolina, known as Grande Palms, Phase 1, Lots 40 thru 75 as depicted on the subdivision plat recorded in Map Book 135, Pages 24 thru 26 in the office of the Register of Deeds of Brunswick County (the "Plat", hereinafter referred to as the project;

AND WHEREAS Developer has caused to be installed water distribution lines, sewer lines all located under and along the private roadway rights-of-way of Grande Palms Trail, DC Mace Trail and Harbor Lights Court within the Project and owned by Grantor hereinafter described and referenced;

AND WHEREAS Developer wishes to obtain water and sewer service from Grantee's system 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 collection under the terms of which, among other things, in order to obtain water and sewer services for said subdivision Developer must convey title to the water and sewer distribution systems to Grantee through an instrument of dedication acceptable to Grantee;

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

ITEM ONE

The water and sewer lines and all related equipment to said systems located under, along, under and within Grande Palms Trail, DC Mace Trail and Harbor Lights Court within the Project, as depicted on the Plat and as shown on the Record Drawings prepared by J. Christian Russell, P.E. of East Coast Engineering, P.C. dated January, 2022 and revised May, 2022 titled "Record Drawings for Grande Palms, Phase 1 Lots 40 thru 75" copies of which are maintained in the permanent files of the Brunswick County Engineering Department.

Prepared By: Angus A. McDonald, Jr.

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

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

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

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

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

THE RESERVE AT SUNSET HARBOR, LLC

By: _____

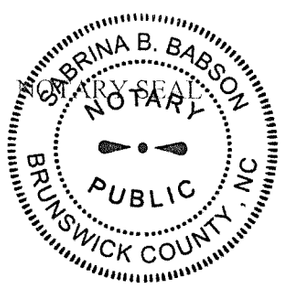
Angus A. McDonald, Jr., General Manager

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, do hereby certify that Angus A. McDonald, Jr. personally appeared before me this day, and I have personal knowledge of the identity of the principal, and he acknowledged that he is General Manager of The Reserve at Sunset Harbor, LLC, a North Carolina LLC, and that he, as General Manager, being authorized to do so, executed the foregoing on behalf of the LLC.

WITNESS MY Hand and official seal, this the 24th day of May, 2022



_____

Signature of Notary Public

Sabrina B. Babson

MY COMMISSION EXPIRES: 10-27-2023

ACCEPTANCE OF DEED

THIS DEED of Dedication and accompanying Affidavit for Grande Palms, Phase 1, Lots 30 thru 75, was accepted by the Brunswick County Board of Commissioners on the ____ day of _____, 20___.

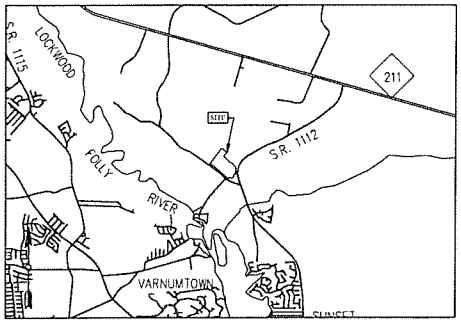
Brunswick County Board of Commissioner

_____
Randy Thompson, Chairman

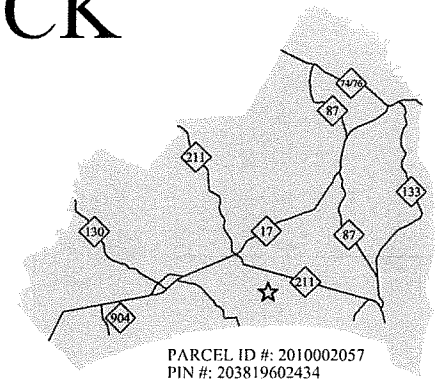
_____
Daralyn Spivey

Clerk to the Board

COUNTY OF BRUNSWICK



VICINITY MAP
(Not to Scale)



PARCEL ID #: 2010002057
PIN #: 203819602434

VICINITY MAP
(Not to Scale)

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.

R

SERVE AT SUNSET HARBOR, LLC
K 349
ND, NORTH CAROLINA

DR

COASTALGEOMATICS
LAND SURVEYING · MAPPING · PLANNING

R

East Coast Engineering, P.C.
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PRESSURE SEWER AND WATER DISTRIBUTION
RECORD DRAWINGS

GRANDE PALMS

PHASE 1, LOTS 40 - 75
FORMERLY THE RESERVE AT SUNSET HARBOR

BRUNSWICK COUNTY, NORTH CAROLINA

JANUARY 2022

INDEX OF SHEETS

RD0.0	BRUNSWICK COUNTY TITLE
RD1.0	PLAN-PROFILE & UTILITY
RD2.0	PLAN-PROFILE & UTILITY
RD3.0	PLAN-PROFILE & UTILITY
RD4.0	PLAN-PROFILE & UTILITY

TYPE OF WORK:
SINGLE FAMILY RESIDENTIAL SUBDIVISION SERVED BY COUNTY WATER AND COUNTY SEWER

RECORD DRAWINGS
JANUARY 2022
RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR

NUMBER	DATE	BY	REVISION DESCRIPTION

APPROVAL STATUS	DATE	BY	DEPARTMENT
☐ YES ☐ NO ☐ N/A			PLANNING
☐ YES ☐ NO ☐ N/A			ENGINEERING
☐ YES ☐ NO ☐ N/A			PUBLIC UTILITIES

"ENGINEER'S CERTIFICATION OF COMPLIANCE WITH BRUNSWICK COUNTY SPECIFCATIONS AND DETAILS"
I hereby certify that the plans, details, and associated project specifications comply with the latest version, as of this date, of Brunswick County's Standard Specifications and Standard Details per standard engineering practice. Furthermore, I confirm my understanding that reviews and approvals by Brunswick County personnel do not imply that Brunswick County personnel have reviewed and are in agreement with every portion of the plans and specifications that I have submitted. I understand that Brunswick County reviews and approvals are meant to ensure that the overall plans are in general compliance with County objectives. I understand that it is my full responsibility to ensure that plans and specifications are in full compliance with applicable County, State, Federal, and other municipal requirements. Additionally, I understand that the County will not assume operation, maintenance, or ownership of constructed facilities that do not meet County requirements and the County may refuse to issue permits at facilities that the County deems are non-compliant with County Specifications. I also confirm my understanding that County Inspections are for the sole use of the County and I certify that I will not use, or direct others to use, County inspections for State compliance purposes or any other purpose."

DATE:
01/31/2022

SUBMITTAL:

PROJECT NAME: RESERVE @ SUNSET HARBOR
LOCATION: BRUNSWICK COUNTY, NC
OWNER: RESERVE AT SUNSET HARBOR, LLC
DESIGNER: EAST COAST ENGINEERING

CIVIL

SURVEY

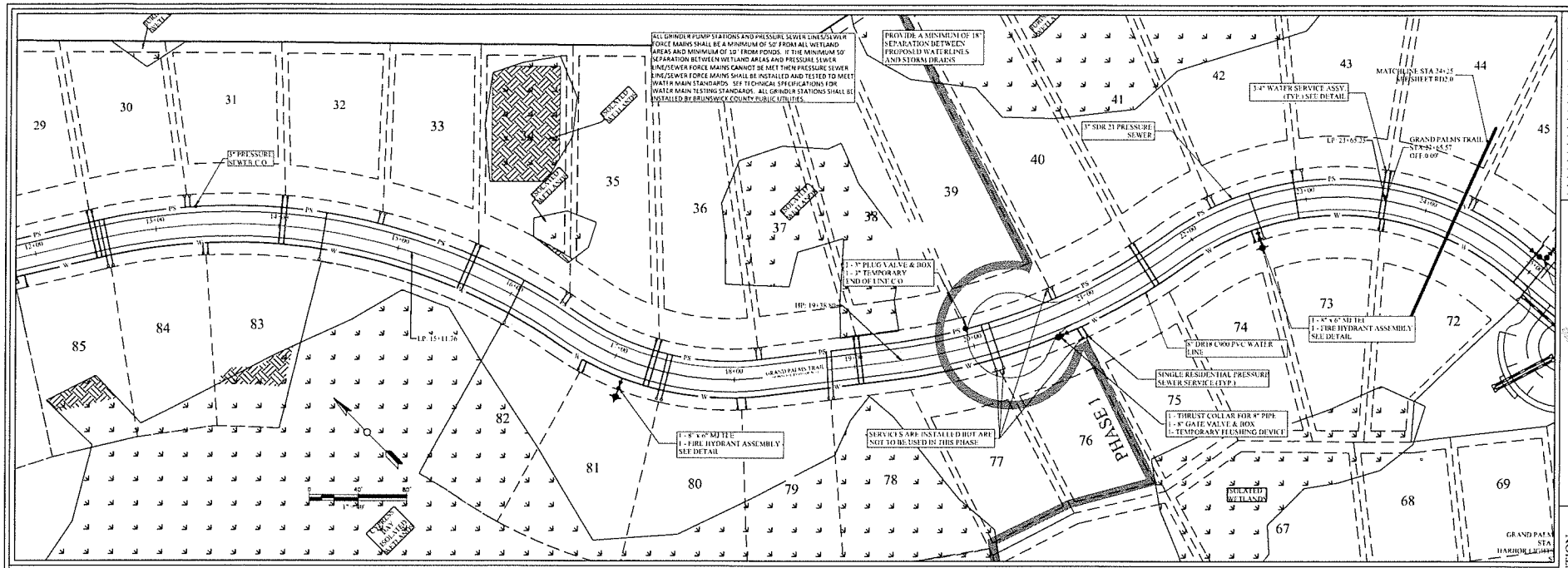
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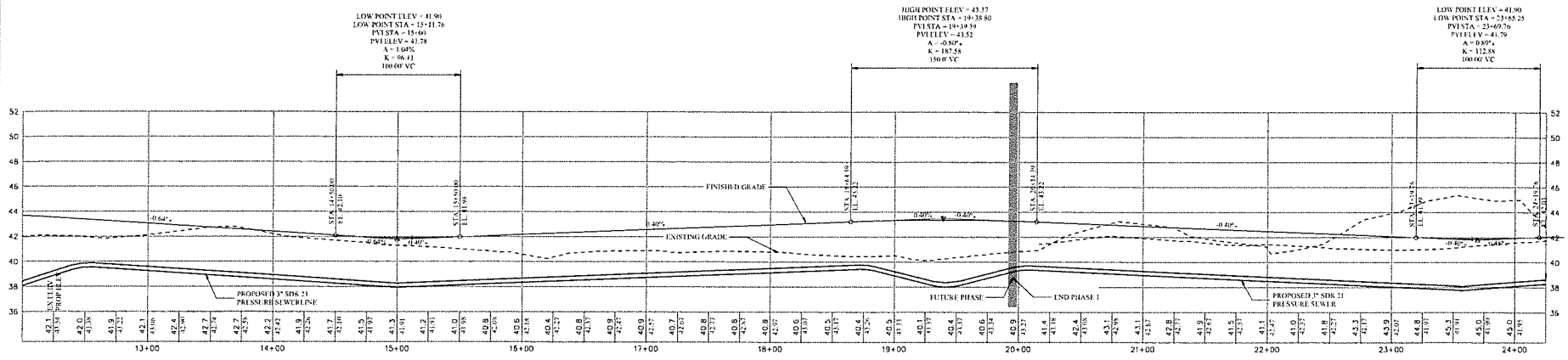
DES: ECE

CHK: JCR/ACL

PROJECT NO.
1384

SHEET NO.
RD0.0





GRAND PALMS TRAIL ROADWAY/SEWER PROFILE
STA. 12+00 - 24+50

HORIZONTAL SCALE 1" = 40'

VERTICAL SCALE 1" = 4'

RECORD DRAWINGS
JANUARY 2022
RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR

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Revisions

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Shallotte, North Carolina 28459
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PRESSURE SEWER AND WATER DISTRIBUTION
RECORD DRAWINGS
GRANDE PALMS
PHASE 1, LOTS 40 - 75
FORMERLY THE RESERVE AT SUNSET HARBOR
BRUNSWICK COUNTY, NORTH CAROLINA

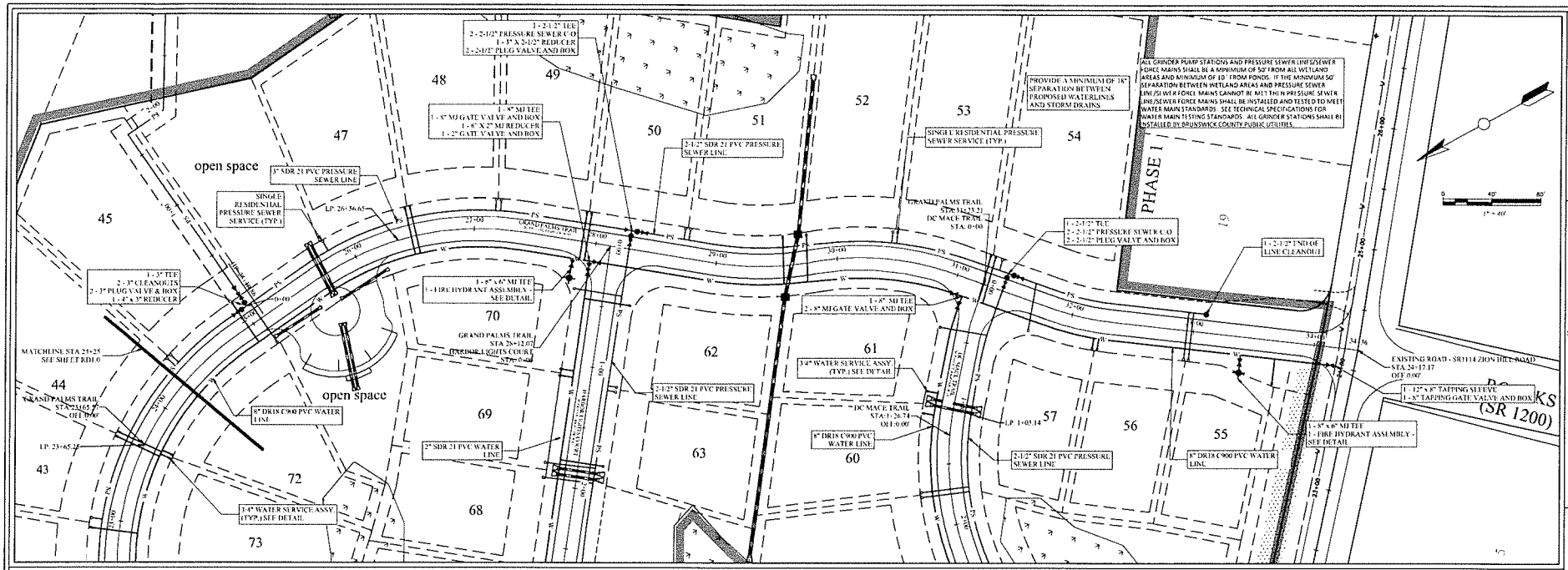
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Checked By: M.H.

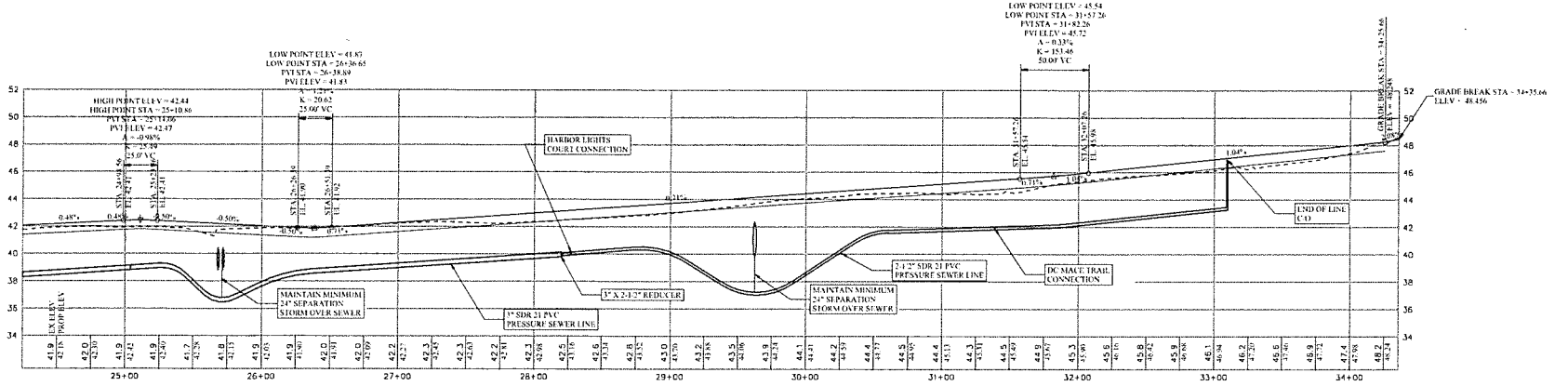
THIS PLAN IS NOT ISSUED FOR CONSTRUCTION WITHOUT ATTACHED CORPORATE SEAL

NORTH CAROLINA PROFESSIONAL SEAL 35004 ENGINEER J. CHRISTIAN ROSSELL

RD1.0

ECE PROJECT NO. 1384





GRAND PALMS TRAIL ROADWAY/SEWER PROFILE
STA. 24+50 - END

HORIZONTAL SCALE 1" = 40'

VERTICAL SCALE 1" = 4'

RECORD DRAWINGS
JANUARY 2022
RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR

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Firm License Number C-4795

PRESSURE SEWER AND WATER DISTRIBUTION
RECORD DRAWINGS

GRANDE PALMS

PHASE 1, LOTS 40 - 75
FORMERLY THE RESERVE AT SUNSET HARBOR
BRUNSWICK COUNTY, NORTH CAROLINA

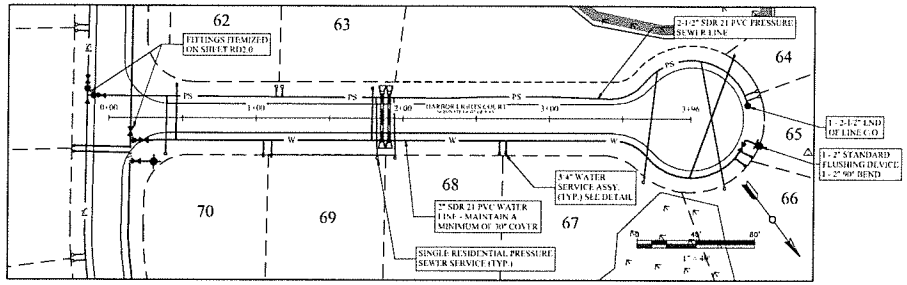
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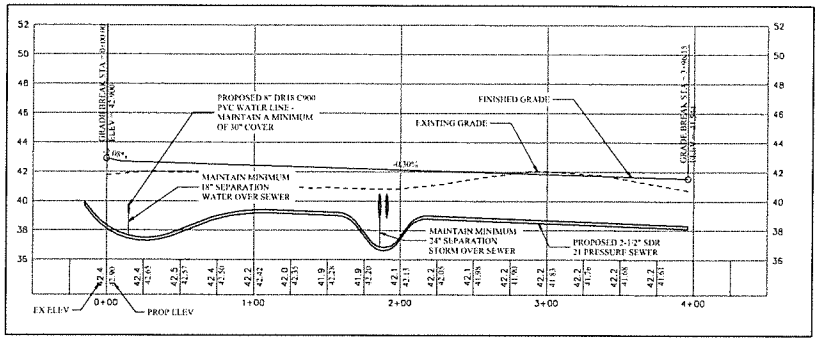
THIS PLAN IS NOT ISSUED FOR CONSTRUCTION WITHOUT ATTACHED CORPORATE SEAL

NORTH CAROLINA PROFESSIONAL SEAL 35064 ENGINEER CHRISTIAN RUSSELL

RD2.0

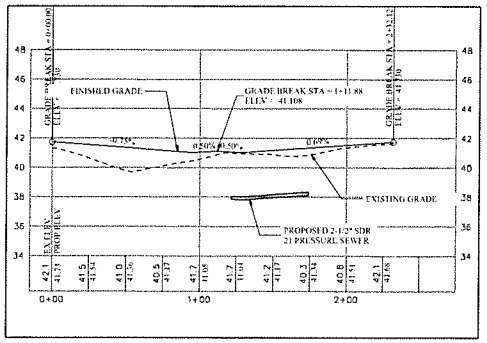
ECE PROJECT NO 1384





HARBOR LIGHTS COURT ROADWAY/SEWER PROFILE
STA. 0+00 - END

HORIZONTAL SCALE 1" = 40'
VERTICAL SCALE 1" = 4'



HARBOR LIGHTS COURT CUL-DE-SAC /SEWER PROFILE

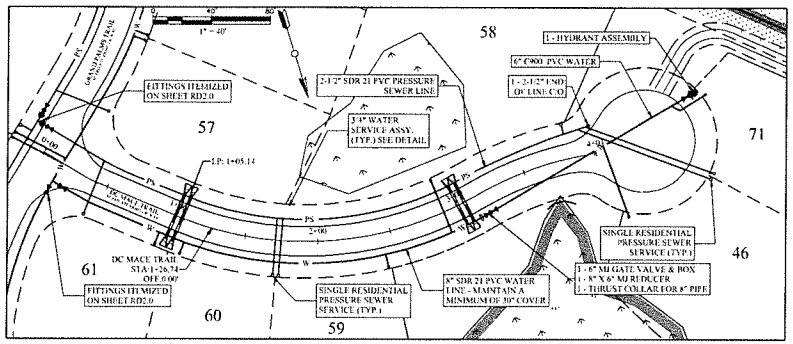
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VERTICAL SCALE 1" = 4'

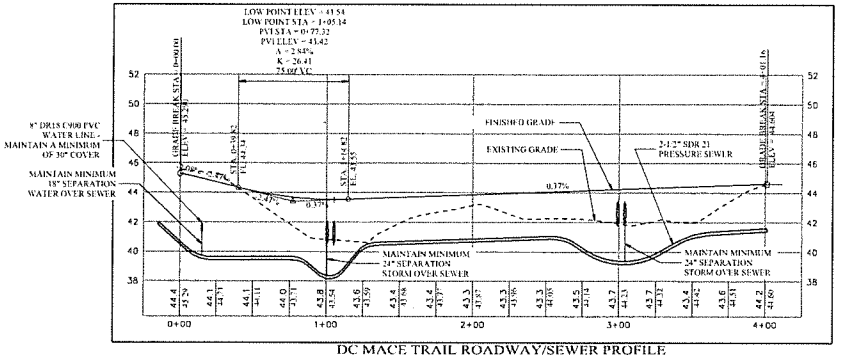
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ALL GRINDER PUMP STATIONS AND PRESSURE SEWER LINES/SEWER FORCE MAINS SHALL BE A MINIMUM OF 50' FROM ALL WETLAND AREAS AND MINIMUM OF 10' FROM PONDS. IF THE MINIMUM 50' SEPARATION BETWEEN WETLAND AREAS AND PRESSURE SEWER LINE/SEWER FORCE MAINS CANNOT BE MET THEN PRESSURE SEWER LINE/SEWER FORCE MAINS SHALL BE INSTALLED AND TESTED TO MEET WATER MAIN STANDARDS. SEE TECHNICAL SPECIFICATIONS FOR WATER MAIN TESTING STANDARDS. ALL GRINDER STATIONS SHALL BE INSTALLED BY BRUNSWICK COUNTY PUBLIC UTILITIES.

PROVIDE A MINIMUM OF 18" SEPARATION BETWEEN PROPOSED WATERLINES AND STORM DRAINS

RECORD DRAWINGS
JANUARY 2022
RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR





DC MACE TRAIL ROADWAY/SEWER PROFILE
STA. 0+00 - END

HORIZONTAL SCALE 1" = 40'
VERTICAL SCALE 1" = 4'

Revisions
△ 5-24-2022 Moved flushing device

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PRESSURE SEWER AND WATER DISTRIBUTION
RECORD DRAWINGS
GRANDE PALMS
PHASE 1, LOTS 40 - 75
FORMERLY THE RESERVE AT SUNSET HARBOR
BRUNSWICK COUNTY, NORTH CAROLINA

Date: 6-21-2022
Scale: AS SHOWN
Drawn By: R.W.
Checked By: A.C.L.

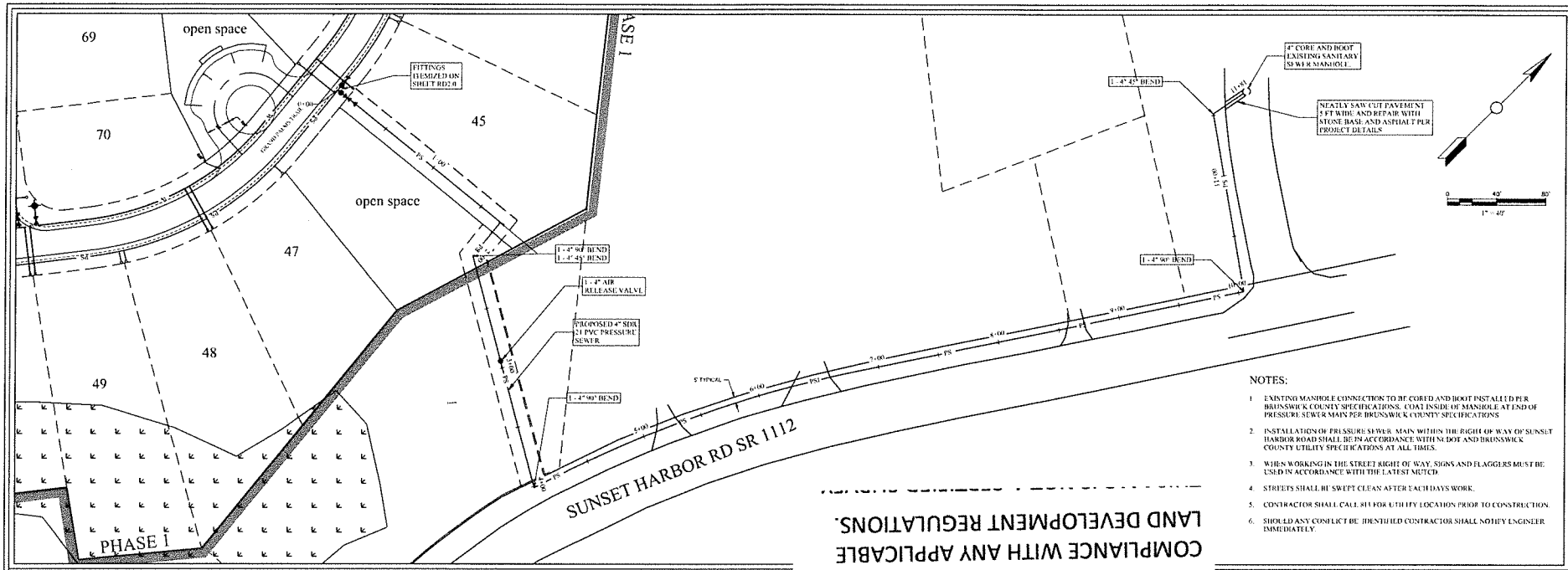
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NORTH CAROLINA PROFESSIONAL SEAL 39054 ENGINEER J. CHRISTIAN RUSSELL

RD3.0

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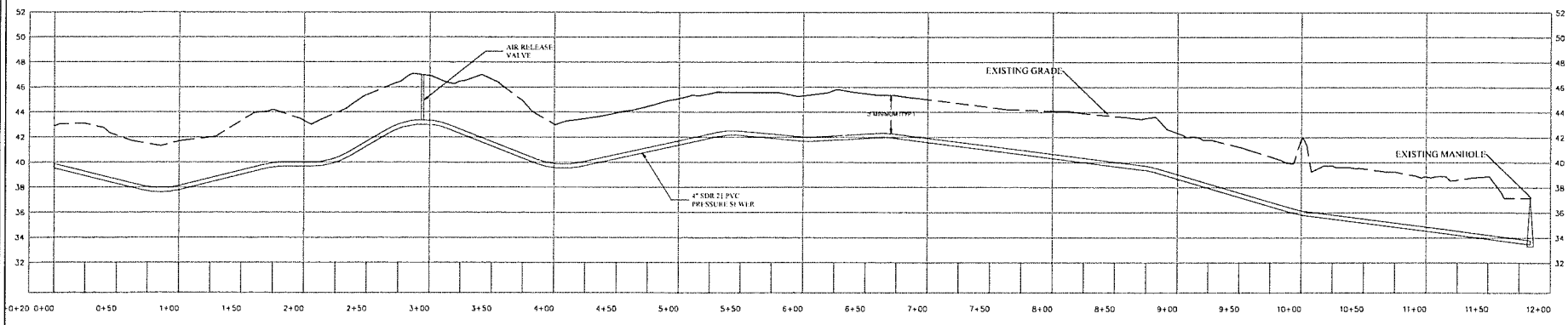
ECE PROJECT NO. 1384



NOTES:

1. EXISTING MANHOLE CONNECTION TO BE CORED AND BOOT INSTALLED PER BRUNSWICK COUNTY SPECIFICATIONS. COAT INSIDE OF MANHOLE AT END OF PRESSURE SEWER MAIN PER BRUNSWICK COUNTY SPECIFICATIONS
2. INSTALLATION OF PRESSURE SEWER MAIN WITHIN THE RIGHT OF WAY OF SUNSET HARBOR ROAD SHALL BE IN ACCORDANCE WITH NCDOT AND BRUNSWICK COUNTY UTILITY SPECIFICATIONS AT ALL TIMES.
3. WHEN WORKING IN THE STREET RIGHT OF WAY, SIGNS AND FLAGGERS MUST BE USED IN ACCORDANCE WITH THE LATEST MUTCD.
4. STREETS SHALL BE SWEPT CLEAN AFTER EACH DAYS WORK.
5. CONTRACTOR SHALL CALL 811 FOR UTILITY LOCATION PRIOR TO CONSTRUCTION.
6. SHOULD ANY CONFLICT BE IDENTIFIED CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.

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LAND DEVELOPMENT REGULATIONS.



FORCEMAIN PROFILE
STA. 0+00 - END

HORIZONTAL SCALE 1" = 40' (0, 40', 80')
VERTICAL SCALE 1" = 4' (0, 4', 8')

RECORD DRAWINGS
JANUARY 2022
RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR.

Revisions

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
Phone: (910) 754-8099
Fax: (910) 754-8092
Shallotte, North Carolina 28459
Firm License Number C-4785

PRESSURE SEWER AND WATER DISTRIBUTION
RECORD DRAWINGS

GRANDE PALMS

PHASE 1, LOTS 40 - 75
FORMERLY THE RESERVE AT SUNSET HARBOR
BRUNSWICK COUNTY, NORTH CAROLINA

Date: 01-31-2022
Scale: AS SHOWN
Drawn By: KE
Checked By: ACL

THIS PLAN IS NOT ISSUED FOR CONSTRUCTION WITHOUT AFFIXED CORPORATE SEAL

SEAL 25054 ENGINEER CHRISTIAN RUSSELL

RD4.0

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ECES PROJECT NO. 1384

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AFFIDAVIT

I, Angus A, McDonald, Jr., General Manager of THE RESERVE AT SUNSET HARBOR, LLC, a North Carolina LLC, with an office and place of business in West End, North Carolina, hereinafter referred to Affiant, being first duly sworn, herby deposes and says under oath as follows:

1. That it is the owner of certain property located in Lockwood Folly Township, Brunswick County, North Carolina, known as Grande Palms Subdivision, Phase 1 Lots 40 thru 75, 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 collection lines, all located under and along the private roadway right-of ways of Grande Palms Trail, DC Mace Trail and Harbor Lights Court within the Project as hereinafter described and referenced:

> BEING that certain project known as Grande Palms, Phase 1, Lots 40 thru 75 as more particularly described in the plat recorded in Map Cabinet 135, Pages 24 to 26 in the office of the Register of Deeds of Brunswick County and in those plans entitled "Record Drawings for Grande Palms, Phase 1 Lots 40 thru 75" said drawings prepared by J. Christian Russell, P.E. of East Coast Engineering & Surveying, P.C. and dated January 2022 and revised May 2022; copies of which are attached hereto and of which are on file with the Brunswick County Engineering Department, County of Brunswick, North Carolina.

3. All the work which has been performed in the construction and installations of said water 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 or any contractor arising out of any work performed in said subdivision or to the water lines and sewer lines located therein which would in any way jeopardize title to the subdivision or the water distribution lines and sewer lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer(s), this 24 day of May, 2022

THE RESERVE AT SUNSET HARBOR, LLC

By: _____

Name and Title of Officer Signing

Prepared By: Angus A. McDonald, Jr.

STATE OF NORTH CAROINA

COUNTY OF BRUNSWICK

Signed and sworn to (or affirmed) before me, this day by Angus A. McDonald, Jr., as General Manager of THE RESERVE AT SUNSET HARBOR, LLC,

Date: 5-24-22

Signature of Notary Public

SABRINA B. BABSON NOTARY PUBLIC BRUNSWICK COUNTY, NC

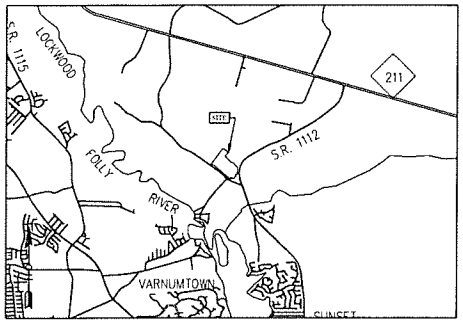
NOTARY SEAL

Sabrina B. Babson

Printed Name of Notary Public

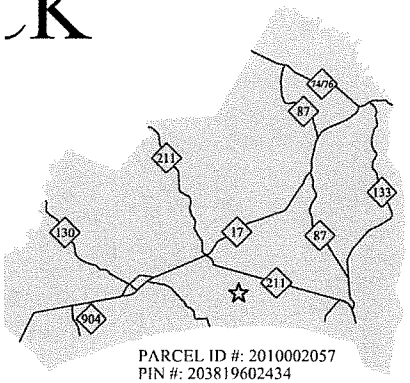
My Commission Expires: 10-27-2023

COUNTY OF BRUNSWICK



VICINITY MAP
(Not to Scale)

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PARCEL ID #: 2010002057
PIN #: 203819602434

VICINITY MAP
(Not to Scale)

OWNER

THE RESERVE AT SUNSET HARBOR, LLC
PO BOX 349
WEST END, NORTH CAROLINA

SURVEYOR

COASTALGEOMATICS
LAND SURVEYING · MAPPING · PLANNING

DESIGNER

East Coast Engineering, P.C.
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4918 Main Street
Post Office Box 2469
Shallotte, North Carolina 28459
Phone: 910.754.8029
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PRESSURE SEWER AND WATER DISTRIBUTION
RECORD DRAWINGS

GRANDE PALMS

PHASE 1, LOTS 40 - 75
FORMERLY THE RESERVE AT SUNSET HARBOR

BRUNSWICK COUNTY, NORTH CAROLINA

JANUARY 2022

TYPE OF WORK:
SINGLE FAMILY RESIDENTIAL SUBDIVISION SERVED BY COUNTY WATER AND COUNTY SEWER

INDEX OF SHEETS

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RD4.0	PLAN-PROFILE & UTILITY

RECORD DRAWINGS
JANUARY 2022
RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR.

NUMBER	DATE	BY	REVISION DESCRIPTION

APPROVAL STATUS	DATE	BY	DEPARTMENT
☐ YES ☐ NO ☐ N/A			PLANNING
☐ YES ☐ NO ☐ N/A			ENGINEERING
☐ YES ☐ NO ☐ N/A			PUBLIC UTILITIES

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DATE: 01/31/2022

SUBMITTAL:

PROJECT NAME: RESERVE @ SUNSET HARBOR
LOCATION: BRUNSWICK COUNTY, NC
OWNER: RESERVE AT SUNSET HARBOR, LLC
DESIGNER: EAST COAST ENGINEERING

SEAL 35654 ENGINEER CHRISTIAN RUSSELL

CIVIL

SURVEY

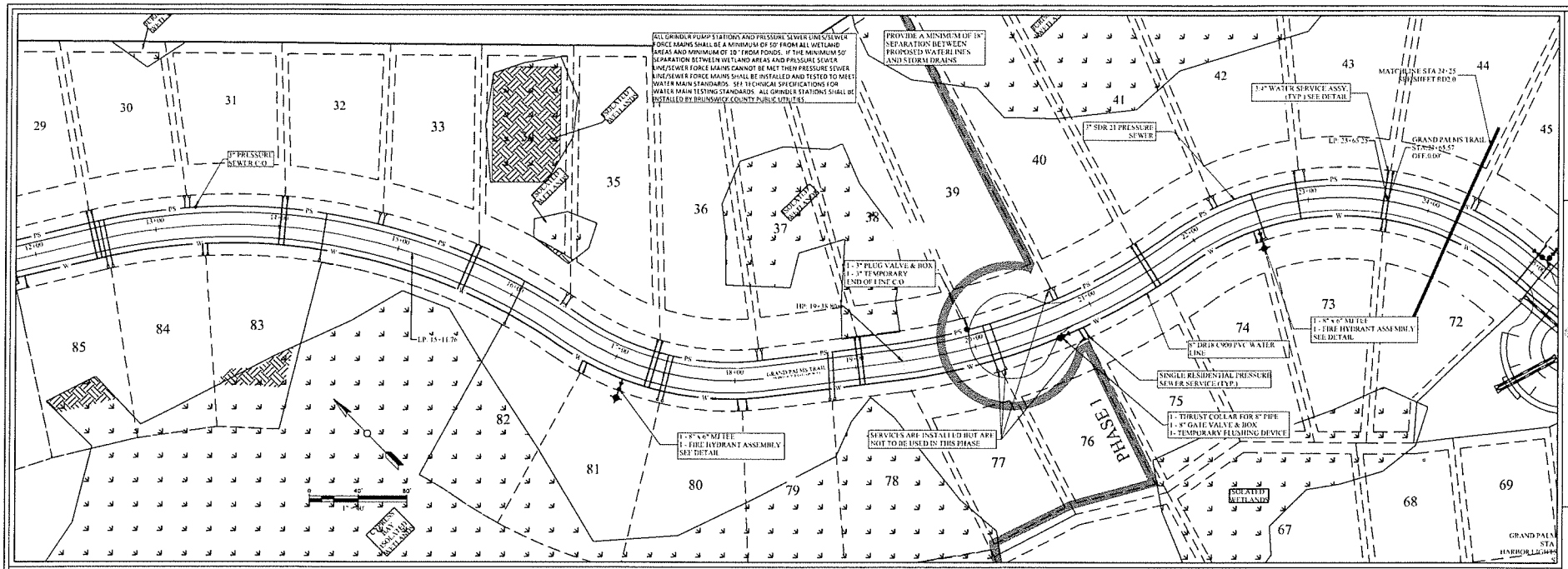
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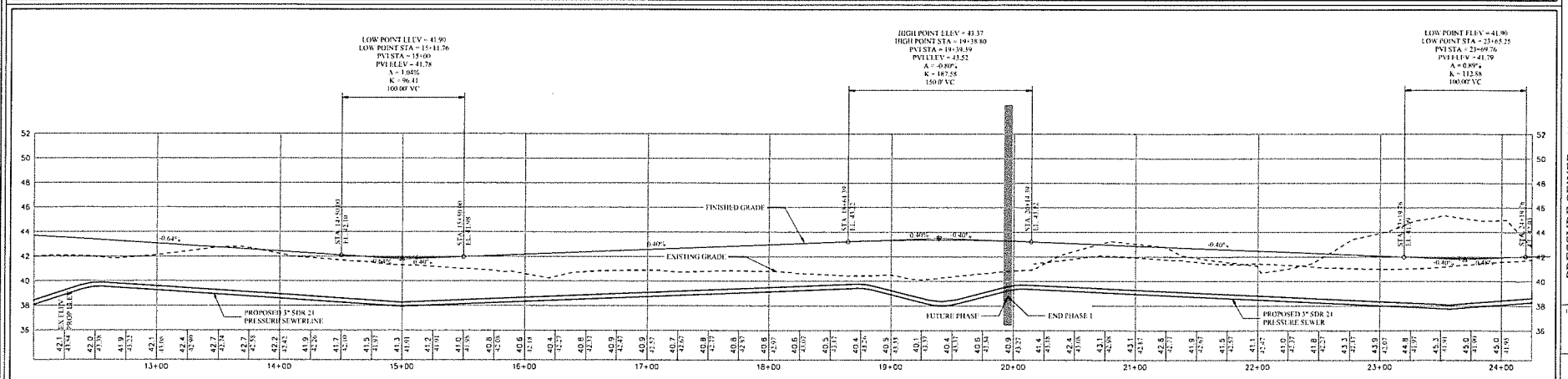
DES: ECE

CHK: JCR/ACL

PROJECT NO. 1384

SHEET NO. RD0.0





GRAND PALMS TRAIL ROADWAY/SEWER PROFILE
STA. 12+00 - 24+50

HORIZONTAL SCALE 1" = 40'
VERTICAL SCALE 1" = 4'

RECORD DRAWINGS
JANUARY 2022
RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR.

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Revisions

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PRESSURE SEWER AND WATER DISTRIBUTION
RECORD DRAWINGS
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BRUNSWICK COUNTY, NORTH CAROLINA

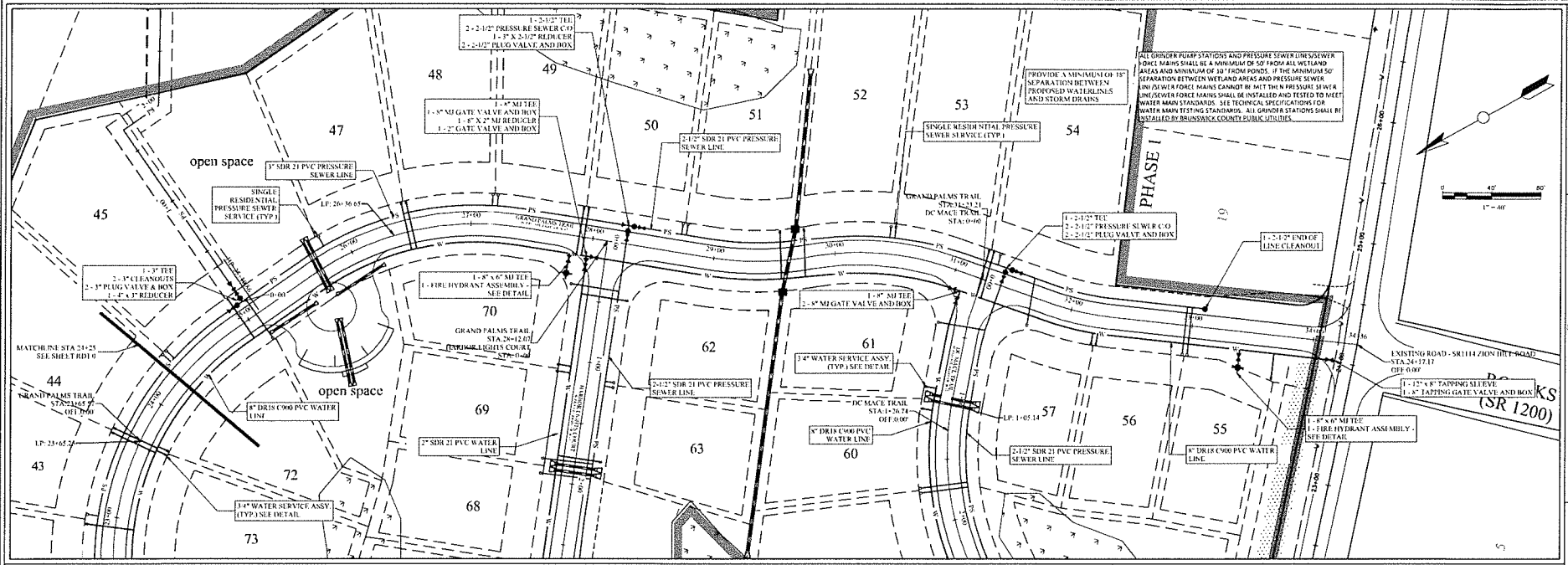
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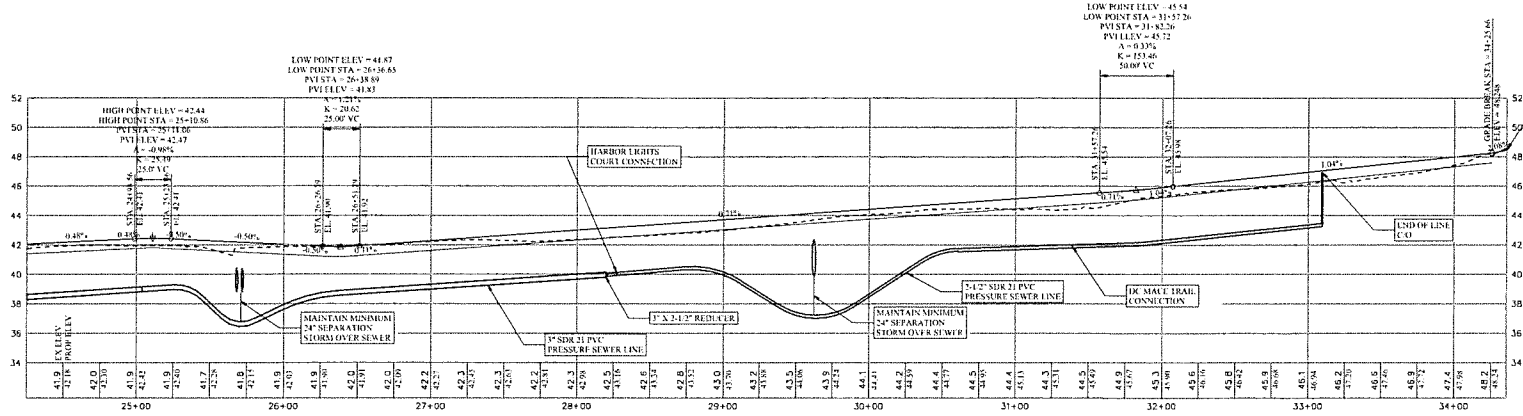
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NORTH CAROLINA PROFESSIONAL ENGINEER 25056 CHRISTIAN RUSSELL

RD1.0

ECE PROJECT NO. 1384





GRAND PALMS TRAIL ROADWAY/SEWER PROFILE
STA. 24+50 - END

HORIZONTAL SCALE 1" = 40'

VERTICAL SCALE 1" = 4'

RECORD DRAWINGS
JANUARY 2022
RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR.

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PRESSURE SEWER AND WATER DISTRIBUTION
RECORD DRAWINGS

GRANDE PALMS

PHASE 1, LOTS 40 - 75
FORMERLY THE RESERVE AT SUNSET HARBOR
BRUNSWICK COUNTY, NORTH CAROLINA

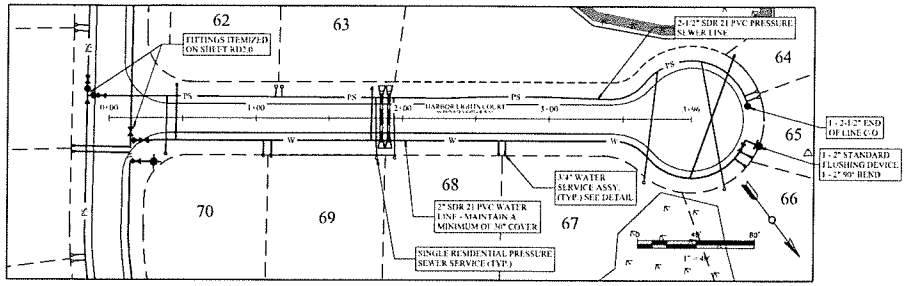
Date: 01-31-2022
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Checked By: ACL

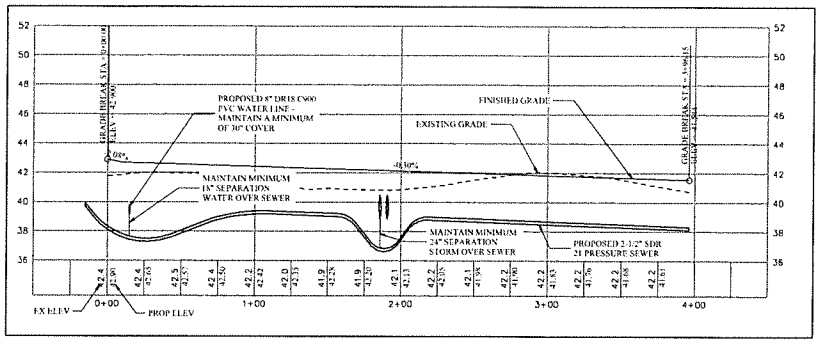
THIS PLAN IS NOT ISSUED FOR CONSTRUCTION WITHOUT ATTACHED CORPORATE SEAL

NORTH CAROLINA PROFESSIONAL SEAL 39064 ENGINEER CHRISTIAN RUSSELL

RD2.0

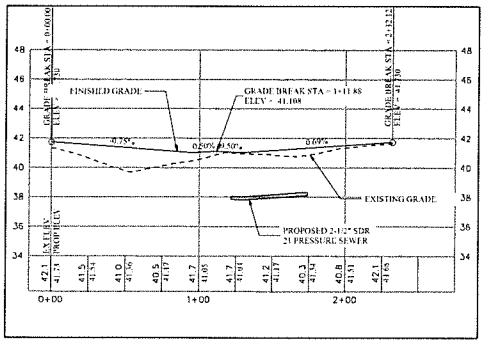
ECE PROJECT NO 1384





HARBOR LIGHTS COURT ROADWAY/SEWER PROFILE
STA. 0+00 - END

HORIZONTAL SCALE 1" = 40'
VERTICAL SCALE 1" = 4'



HARBOR LIGHTS COURT CUL-DE-SAC /SEWER PROFILE

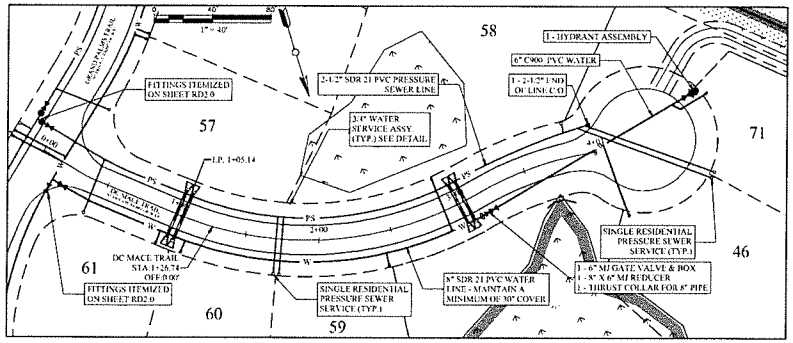
HORIZONTAL SCALE 1" = 40'
VERTICAL SCALE 1" = 4'

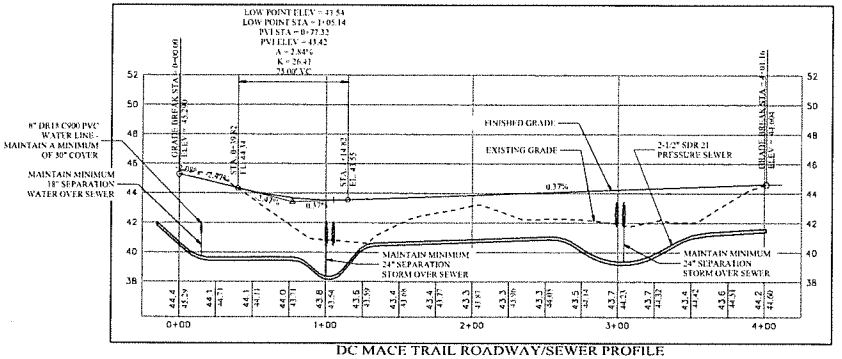
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

ALL GRINDER PUMP STATIONS AND PRESSURE SEWER LINES/SEWER FORCE MAINS SHALL BE A MINIMUM OF 50' FROM ALL WETLAND AREAS AND MINIMUM OF 10' FROM PONDS. IF THE MINIMUM 50' SEPARATION BETWEEN WETLAND AREAS AND PRESSURE SEWER LINE/SEWER FORCE MAINS CANNOT BE MET THEN PRESSURE SEWER LINE/SEWER FORCE MAINS SHALL BE INSTALLED AND TESTED TO MEET WATER MAIN STANDARDS. SEE TECHNICAL SPECIFICATIONS FOR WATER MAIN TESTING STANDARDS. ALL GRINDER STATIONS SHALL BE INSTALLED BY BRUNSWICK COUNTY PUBLIC UTILITIES.

PROVIDE A MINIMUM OF 18" SEPARATION BETWEEN PROPOSED WATERLINES AND STORM DRAINS

RECORD DRAWINGS
JANUARY 2022
RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR





DC MACE TRAIL ROADWAY/SEWER PROFILE
STA. 0+00 - END

HORIZONTAL SCALE 1" = 40'
VERTICAL SCALE 1" = 4'

Revisions
5-24-2022 Moved flushing device

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
418 Main Street
Post Office Box 548
Shallotte, North Carolina 28459
Phone: 910.754.6029
Fax: 910.754.6046
Firm License Number C-4795

PRESSURE SEWER AND WATER DISTRIBUTION
RECORD DRAWINGS
GRANDE PALMS
PHASE 1, LOTS 40 - 75
FORMERLY THE RESERVE AT SUNSET HARBOR
BRUNSWICK COUNTY, NORTH CAROLINA

Date: 01-31-2022
Scale: AS SHOWN
Drawn By: KB
Checked By: ACC

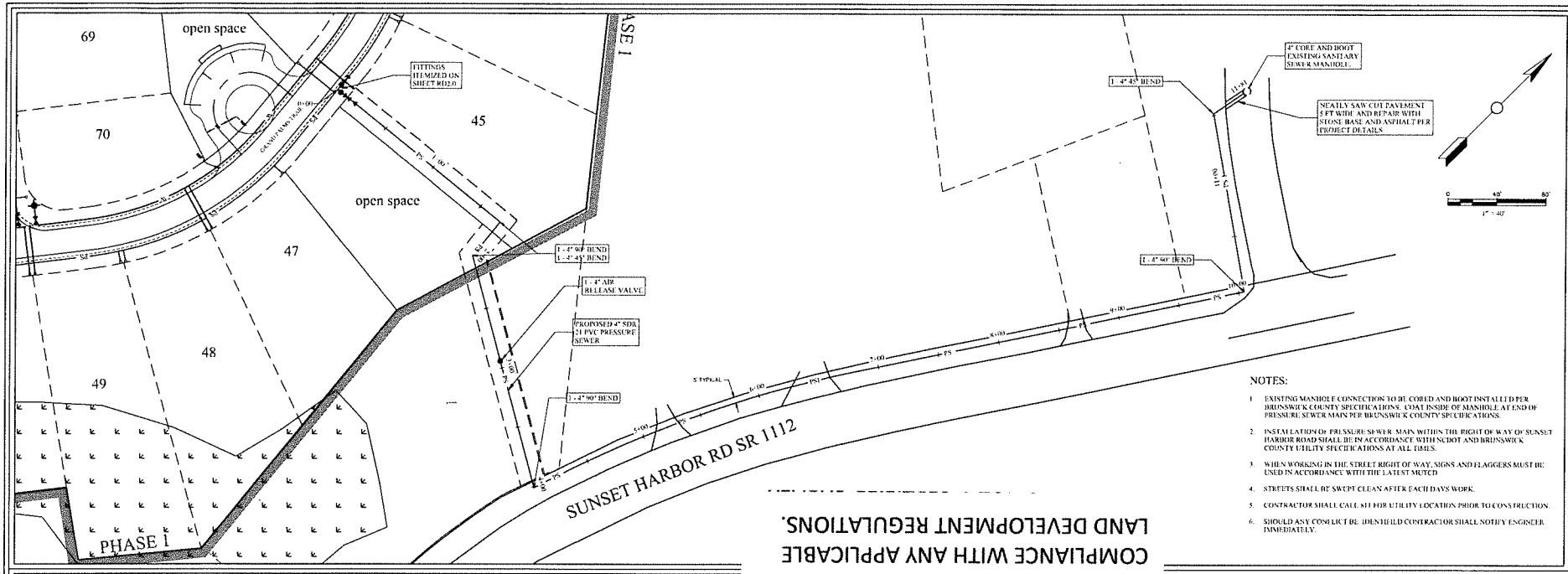
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NORTH CAROLINA PROFESSIONAL SEAL 35054 ENGINEER CHRISTIAN RUSSELL

RD3.0

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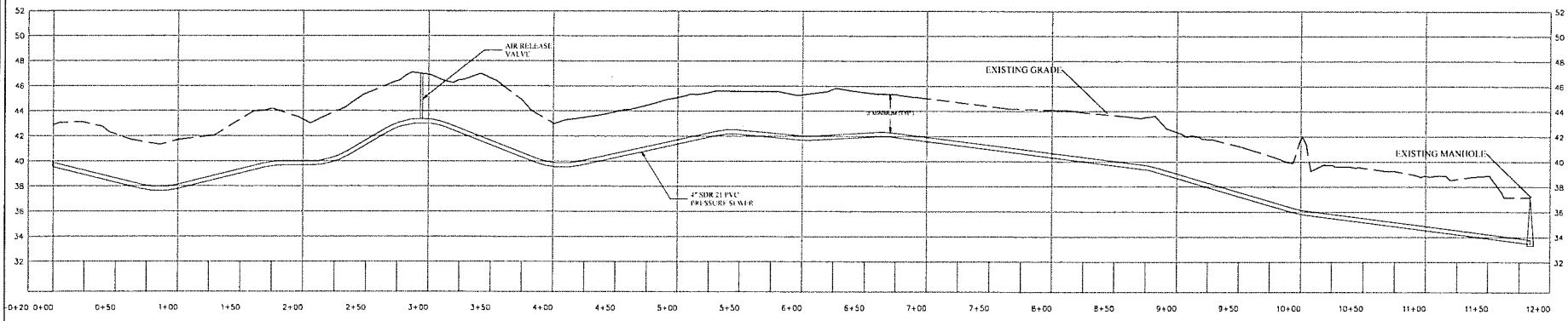
ECE PROJECT NO. 1384



NOTES:

1. EXISTING MANHOLE CONNECTION TO BE CORED AND BOOT INSTALLED PER BRUNSWICK COUNTY SPECIFICATIONS. COAT INSIDE OF MANHOLE AT END OF PRESSURE SEWER MAIN PER BRUNSWICK COUNTY SPECIFICATIONS.
2. INSTALLATION OF PRESSURE SEWER MAIN WITHIN THE RIGHT OF WAY OF SUNSET HARBOR ROAD SHALL BE IN ACCORDANCE WITH NCDOT AND BRUNSWICK COUNTY UTILITY SPECIFICATIONS AT ALL TIMES.
3. WHEN WORKING IN THE STREET RIGHT OF WAY, SIGNS AND FLAGGERS MUST BE USED IN ACCORDANCE WITH THE LATEST MUTCD
4. STREETS SHALL BE SWEPT CLEAN AFTER EACH DAYS WORK.
5. CONTRACTOR SHALL CALL 811 FOR UTILITY LOCATION PRIOR TO CONSTRUCTION.
6. SHOULD ANY CONFLICT BE IDENTIFIED CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.

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.



FORCEMAIN PROFILE
STA. 0+00 - END

HORIZONTAL SCALE
1" = 40'

VERTICAL SCALE
1" = 4'

RECORD DRAWINGS
JANUARY 2022
RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR

Revisions

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
4918 Main Street
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Shallotte, North Carolina 28459
Phone: 910.754.8029
Fax: 910.754.8054
Firm License Number C-2785

PRESSURE SEWER AND WATER DISTRIBUTION
RECORD DRAWINGS

GRANDE PALMS

PHASE 1, LOTS 40 - 75
FORMERLY THE RESERVE AT SUNSET HARBOR
BRUNSWICK COUNTY, NORTH CAROLINA

Date: 01-31-2022
Scale: AS SHOWN
Drawn By: KR
Checked By: ACL

THIS PLAN IS NOT ISSUED FOR CONSTRUCTION WITHOUT ATTACHED CORPORATE SEAL

SEAL 35054 REGISTERED PROFESSIONAL ENGINEER CHRISTIAN RUSSELL

RD4.0

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ECES PROJECT NO. 1384

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # V. - 8.

From:
Cris Harrelson, Health Services Director

Health and Human Services - Health Services – Local Health Department Accreditation Statements

Issue/Action Requested:
Request that the Board of Commissioners approve statements required for Local Health Department Accreditation regarding local Board of Health Adjudications and Rules.

Background/Purpose of Request:
Brunswick County Health Services is scheduled for local health department re-accreditation as required by G.S. 130A-34.1 in early 2023. All local health departments must maintain accreditation status in order to be eligible to receive state funding.

Accreditation Benchmark 14 states "The local health department shall work with local, state and federal policymakers to enact policies, laws, rules, and ordinances that support individual and community health efforts." This is accomplished by assisting the local board of health in drafting local ordinances and rules as needed in order to implement or enforce needed local public health prevention and protection activities.

Accreditation Benchmark 34 states "The local board of health shall exercise its authority to adopt and enforce rules necessary to protect and promote the public's health." This is accomplished by following the procedures for adopting rules in G.S. 130A-39.

Accreditation Benchmark 35 states "The local health department shall assure a fair and equitable adjudication process." This is accomplished by receiving and hearing appeals concerning the enforcement of a local Board of Health rule and the imposition of any administrative penalties by the local health director per the procedures described within G.S. 130A-24: Appeals Procedure.

No adjudications were necessary and no rules were amended or adopted in the time period since the last accreditation (2017 – 2022).

Statements signed by the Chair of the Brunswick County Board Health to this effect are necessary to meet the Accreditation Benchmark activities (14.4, 34.3, and 35.1).

Staff recommends approval of the statements.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve statements required for Local Health Department

Accreditation regarding local Board of Health Adjudications and Rules.

ATTACHMENTS:

Description

- Statement-No Rule Adopted
- Statement-No New-Amended Rule
- Statement-No Adjudications

Brunswick County Health Services
25 Courthouse Dr. NE; PO Box 9
Bolivia, NC 28422
(910) 253-2250 1-888-428-4429
Cris Harrelson, Director

Local Health Department Accreditation
2017 – 2022

Standard:	Governances
Benchmark 34:	The local Board of Health shall exercise its authority to adopt and enforce rules necessary to protect and promote the public's health.
Activity 34.3:	The local Board of Health shall follow the procedures for adopting rules in G. S. 130A-39.
Evidence:	No rules have been adopted by the Board of Health since the previous Accreditation Site Visit in March of 2017.

_____

Chair, Brunswick County Board of County Commissioners Date

Brunswick County Health Services
25 Courthouse Dr. NE; PO Box 9
Bolivia, NC 28422
(910) 253-2250 1-888-428-4429
Cris Harrelson, Director

Local Health Department Accreditation
2017 – 2022

Standard:	Agency Core Functions and Essential Services
Benchmark 14:	The local health department shall work with local, state and federal policymakers to enact policies, laws, rules and ordinances that support individual and community health efforts.
Activity 14.4:	The local health department shall assist the Board of Health in drafting local ordinances and rules as needed and presenting them to elected officials in order to implement or enforce needed local public health prevention and protection activities.
Evidence:	No local rules or ordinances have been drafted or amended by the Board of Health since the previous Accreditation Site Visit in March of 2017.

_____

Chair, Brunswick County Board of County Commissioners Date

Brunswick County Health Services
25 Courthouse Dr. NE; PO Box 9
Bolivia, NC 28422
(910) 253-2250 1-888-428-4429
Cris Harrelson, Director

Local Health Department Accreditation
2017 – 2022

Standard:	Governance
Benchmark 35:	The local board of health shall assure a fair and equitable adjudication process.
Activity 35.1:	The local board of health shall assure it follows the procedures for adjudications in G.S. 130A-24.
Evidence:	No adjudications necessary in 2017-2022.

_____

Chair, Brunswick County Board of County Commissioners Date

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # V. - 9.
Health and Human Services - Social Services - Contract for Carolina Staffing

From:
Catherine Lytch, DSS Director

Issue/Action Requested:
Request that the Board of Commissioners approve and execute a contract with Carolina Staffing.

Background/Purpose of Request:
Carolina Staffing provides temporary staffing for Social Service programs. Over the last decade, temporary staffing services have been instrumental in allowing Social Services to provide quality mandated services to our citizens during periods of staff shortages and/or periods of high workloads.

Staff recommends approval of the contract.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funding available in the Social Services budget

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve and execute a contract with Carolina Staffing.

ATTACHMENTS:

Description

- Carolina Staffing Contract

DocuSign Envelope ID: 004EADF9-DA1E-45D0-AC4F-FEE31BE915AE

Carolinas Staffing Solutions, Inc.

Agreement for Labor Services

THIS AGREEMENT is by and between Carolinas Staffing Solutions, Inc. (hereinafter the "Agency"), and Brunswick County, (hereinafter, the "Client"), entered into effective the 1st day of July, 2020 (the "Effective Date"), and ending on June 30, 2023.

WHEREAS, "Agency" is a full-service company providing quality employees to clients in every phase of business; and

WHEREAS, "Client," has requested a contract for temporary employees for its Health and Human Services division located at 60 Government Center Drive NE, Bolivia, NC 28422.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, "Client" engages the services of "Agency" for their Health and Human Services staffing needs.

TERMS AND CONDITIONS:

Termination: "Client" may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to "Agency." "Client" may terminate this Agreement for cause by giving written notice of a breach of the Agreement. "Agency" 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, "Client" may terminate this Agreement immediately and without notice to "Agency" if "Agency" 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 "Agency," or has a receiver or trustee appointed for substantially all of its property, or if "Agency" allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

Non-appropriation: If the Board of County Commissioners does not appropriate the funding needed by the "Client" to make payments under this Agreement for a given fiscal year, the "Client" 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 "Client" will promptly notify the "Agency" of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the "Client" which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

Qualified Temporary Employees: "Agency" will target the population of Brunswick, New Hanover, Bladen, Columbus, Robeson, and Horry, counties of North and South Carolina to support and fill your personnel requirements. Our employment pool consists of applicants that demonstrate a stable work history. Temporary employee's skills and qualifications must match your needs, or they will not be sent. If your needs cannot be met immediately, we will advise you of our timeline to fill your request.

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CAROLINAS STAFFING SOLUTIONS, INC. CONTRACTUAL AGREEMENT

Quality Performance and Replacement Guarantee: If "Client" determines that an employee does not meet their performance standards, the "Client" may terminate the assigned employee from employment with the department by contacting the "Agency" immediately. The "Agency" will notify the employee and the "Agency" will replace the employee, if requested, a soon as possible. "Agency" will make quality checks periodically.

Temp to Permanent Employee Hiring Policy: "Client" may keep employee(s) on "Agency's" payroll for an indefinite period of time. If "Client" wishes to hire an employee permanently; necessary arrangements for release can be made by contacting the "Agency's" corporate office. An "Agency" employee must remain on our payroll for a minimum of **520 hours.** However, a buy-out contract is available if "Client" wishes to hire an employee on a permanent basis prior to the minimum hours being met.

Services: "Agency" assumes all responsibility for its employees' wages, payroll deductions, unemployment, workers compensation, general liability, E-verify, criminal background checks and drug testing, if required. Any medical testing required by the "Client" to qualify the employee for the open position will be performed at no charge to the "Client." Charges for criminal background checks, DMV checks, E-verify and drug testing are the responsibility of the "Agency" and will not be charged to the "Client."

Time: "Agency's" pay period is Monday-Sunday**.** A day sheet must be completed by the employee and approved by the employee's supervisor. **"Agency" will supply timecards to "Client" for employees that must be signed by employee and employee's supervisor. Time must be faxed to (910) 754-5433 or e-mail to the corporate office at** CSSIAccounting@Atmc.net **to Paula Small in accounting by 12:00 p.m. on Monday. All timecards must be signed by an authorized representative of "Client" in order for employees to receive their paycheck.**

Terms of Payment: Invoices will be mailed to Brunswick County Health and Human Services, Attn: Laurie Britt, P.O. Box 9 Bolivia, NC 28422, or such other individual as "Client" may designate from time to time . "Agency" will invoice "Client" on a weekly basis according to "Agency's" terms and conditions for short-term staffing and select-to-hire services and any related costs. Undisputed invoices will be paid by "Client" within thirty (30) days of receipt by "Client." Should "Client" elect to buy out the contract period for select-to-hire placement, payment shall be made in an amount equal to the number of hours remaining for the employee to complete his/her contract as an employee of "Agency", multiplied by the applicable bill rate and shall be due as of the date the employee is placed on "Client" payroll. **All outstanding invoices are to be paid in full upon permanent status.**

Bill Rates: Bill rates provided by "Agency" will depend on the pay range and actual pay rate for each position and the corresponding burden to "Agency." **If "Client" changes a position and job description of "Agency" employee, "Client" must notify our office prior to job classification change.** The bill rate for non-overtime hours worked by any employee will be based on the salary of the employee. Bill rates for other positions, pay rate, and pay ranges will be determined, as necessary. Overtime hours, if any, will be billed at one and a half (1½) times the applicable bill rate.

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In the event of mandatory federal, state, or local employment cost increases or changes in "Agency's" tax or insurance burdens (FICA, FUTA, SUTA, worker's compensation, etc.), appropriate rate adjustments may be made by "Agency." All rates are locked in for 2022-2023 and if new rates come into effect, it would not be until 2023-2024 at which time any changes would be discussed with "Client" and approved by "Client" before they are implemented. "Agency" bill rates may be adjusted in the event of any changes in "Client" pay rates or pay range also, to account for the corresponding burden to "Agency."

Compliance with Law: Both "Agency" and "Client" shall comply with all applicable federal, state, and local laws and regulations with regard to the employees and "Agency" Services, including but not limited to all state and federal laws and regulations pertaining to equal employment opportunity, discrimination, background investigations, and confidentiality of employee's medical records. "Client" will be responsible for on premise OSHA compliance work practices.

HIPAA Compliance: "Agency" will require each employee who may have access to protected health information ("PHI") to enter into and be bound by the terms of a Business Associate Agreement in a form acceptable to "Client." "Agency" will provide "Client" with copies of all Business Associate Agreements upon request. "Agency" further agrees to maintain the security and confidentiality of PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

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

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

Non-Discrimination in Employment: "Agency" 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. "Agency" shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event "Agency" is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state, or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by "Client", and "Agency" may be declared ineligible for further agreements with "Client".

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CAROLINAS STAFFING SOLUTIONS, INC. CONTRACTUAL AGREEMENT

Compliance with E-Verify Program: Pursuant to N.C.G.S. § 143-133.3, "Agency" understands that it is a requirement of this Agreement that "Agency" and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, "Agency" agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and "Agency" shall require its subcontractors to do the same. Upon request, "Agency" agrees to provide "Client" with an affidavit of compliance or exemption.

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.

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.

Governmental Immunity: "Client," to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

We accept all major credit cards, except American Express and an additional fee will be charged for processing. An interest rate of .05754 per day applies to any past due balance.

Bill Rates for "Client":
Rates for Clerical Positions:
Pay Rate: $15.95 Bill Rate: $22.65

ALL OTHER POSITIONS WILL BE DISCUSSED DEPENDING ON HOURLY OR BASE SALARY

The bill rate quoted above includes the following:

Employee Recruitment
Accounting & Payroll
Administrative Cost
Record Keeping (W-2, I9)
Employee Policy & Procedures
Blood Bourne Pathogens Testing
24-Hour on Call
Universal OSHA Training/Testing
Prior Employment Verification (2 required)
Worker's Compensation
General Liability Insurance
Terrorism Insurance
Dishonesty Bond
Invoicing/Department/PO Number
State and Federal Unemployment
Material Safety Data Sheets (MSDS)
Aptitude Testing

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CAROLINAS STAFFING SOLUTIONS, INC. CONTRACTUAL AGREEMENT

Brunswick County "CLIENT"

Signatures: This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

"Client" authorized representative signed acceptance:

Name: _____ Name: Randy Thompson
(Signature) (Print)

Title: Chairman, Board of Commissioners

Date: _____

ATTEST:

_____
Clerk to the Board

[SEAL]

"Agency" authorized representative signed acceptance

Carolinas Staffing Solutions Representative: "AGENCY

Name: Estalene Marlowe Name: Estalene Marlowe
(Signature) (Print)

Title: President

Date: 9/15/2022

DocuSign Envelope ID: 004EADF9-DA1E-45D0-AC4F-FEE31BE915AE

CAROLINAS STAFFING SOLUTIONS, INC. CONTRACTUAL AGREEMENT

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

_____

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

APPROVED AS TO FORM

_____

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

DocuSign Envelope ID: 004EADF9-DA1E-45D0-AC4F-FEE31BE915AE

CAROLINAS STAFFING SOLUTIONS, INC. CONTRACTUAL AGREEMENT

Contact information:

Estalene Marlowe
President
(910) 754-5393 (office)
(910) 840-5245 (cell)
(910) 754-5433 (fax)
e-mail: estalene@atmc.net

Dana Marlowe
Vice-President
(910) 754-5393 (office)
(910) 640-8507 (cell)
(910) 754-5433 (fax)
e-mail: dana@atmc.net

Ashley Beck
Operations Manager
Corporate Office
(910) 754-5393 (office)
(910) 754-5433 (fax)
e-mail: aguy@carostaff.com

Paula Small
Accounting Manager
Corporate Office
(910) 754-5393 (office)
(910) 754-5433 (fax)
e-mail: CSSIAccounting@Atmc.net

Jessica Abernathy
Office Manager
(910) 754-5393 Corporate Office
(910) 754-5433 (fax)
e-mail: jabernathy@carostaff.com

The information contained in this proposal is confidential, proprietary information of Carolinas Staffing Solutions, Inc. and is being provided solely on the condition that it not be released or used for purposes other than developing or maintaining a business relationship with Carolinas Staffing Solutions, Inc. The restrictions regarding the use and disclosure of confidential information do not apply to information that is 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 "Client" receives such a request, it shall notify "Agency," and "Agency" shall have the opportunity to defend against production of such information at "Agency's" sole expense.

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Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # V. - 10.
IT- NC Sound Quote for additional requests for Courthouse

From:
Cindy Hewett, Information Technology Director

Issue/Action Requested:
Request Brunswick County Board of Commissioners approve the (attached) Proposal 21266 (quote) for the additional requests listed below as part of the Courthouse renovations.

Background/Purpose of Request:
Requested Items:
Courtroom 6 WebEx Video Conferencing
RFP 53 Add Door Access to 2100F
RFP 52 Relocate 3 Doors
Door1000a
Door Release Button In Waiting 2134
Add Door Access Door 2134B
RFP 56 Add Door Access to 3040A and 3060A
RFP 57 Rev 1 Add Shunt Card Reader to door 2200B
Data and Door release 3091

This proposal includes the addition of WebEx integration into the existing Audio-Visual system in Courtroom 6 at the Brunswick County Courthouse. This upgrade will allow the courtroom to include remote witness testimony during a trial or other event taking place.
All RFP items (RFP - 52, 53, 56, 57) and door 2134 additions are needed and resulting from overlooks or changes in the original design.
Door 1000A is a request from the Sheriff's Office as it is currently a security concern. They would like to have the ability to manually lock the front main entrance.
The door release request submitted by Courthouse staff to help with the flow of public (foot) traffic.
The data drops are requested in areas that were not originally designed as offices (outside of existing offices or records storage) and are now being used as offices or conference rooms.
Total Cost: $31,081.84

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funding available in the Courthouse project

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Brunswick County Board of Commissioners approve the (attached) Proposal 21266 (quote) for the additional requests listed below as part of the Courthouse renovations.

ATTACHMENTS:

Description

- Eighth Amendment to Goods and Services Agreement with Quote

DocuSign Envelope ID: 579442A6-CAB5-411A-84ED-1E774A8915BF

EIGHTH AMENDMENT TO GOODS AND SERVICES AGREEMENT

This Eighth Amendment to Goods and Services Agreement (the "Eighth Amendment") is made and entered into the 3rd day of October, 2022, 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, County and Contractor subsequently entered into a Second Amendment to Goods and Services Agreement (the "Second Amendment") effective March 15, 2021; and

WHEREAS, County and Contractor subsequently entered into a Third Amendment to Goods and Services Agreement (the "Third Amendment") effective June 7, 2021; and

WHEREAS, County and Contractor subsequently entered into a Fourth Amendment to Goods and Services Agreement (the "Fourth Amendment") effective August 15, 2021; and

WHEREAS, County and Contractor subsequently entered into a Fifth Amendment to Goods and Services Agreement (the "Fifth Amendment") effective October 25, 2021; and

WHEREAS, County and Contractor subsequently entered into a Sixth Amendment to Goods and Services Agreement (the "Sixth Amendment") effective December 15, 2021; and

WHEREAS, County and Contractor subsequently entered into a Seventh Amendment to Goods and Services Agreement (the "Seventh Amendment") effective May 20, 2022; and

WHEREAS, the need for additional video conferencing has been identified to include WebEx integration into the existing audio-visual systems in Courtroom 6; and

WHEREAS, the need for additional security features for certain points of entry and exit have been identified to include access controls, card readers, and exit sensors; and

WHEREAS, the additional video conferencing and security features resulted in additional costs and fees other than those set forth in the Agreement and all prior amendments.

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 addition of WebEx integration into the existing audio-visual systems in Courtroom 6 as well as the aforementioned additional security features is attached hereto as Exhibit "A."

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

3. This Eighth 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 Eighth 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 § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Eighth Amendment by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

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

ATTEST:

_____
Clerk to the Board

[SEAL]

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

NORTH CAROLINA SOUND OF GOLDSBORO, LLC

By: Chris Jordan

Printed Name: Chris Jordan

Title: VP of Operations

Date: 9/28/2022

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

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

APPROVED AS TO FORM

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

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EXHIBIT "A"

North Carolina Sound
5413 US Hwy 117N
Pikeville, NC 27863
Phone: 919-709-4040
Fax: 919-709-4044

Prepared especially for

Brunswick County Government Complex

On Thursday, September 15, 2022

Prepared by Chris Jordan
cjordan@ncsound.org

Proposal: 21266
Created: 9/13/2022
Printed: 9/15/2022

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Courtroom 6 WebEx Video Conferencing	**$4,526.85**
RFP 53 Add Door Access to 2100F	**$2,787.45**
RFP 52 Relocate 3 Doors	**$7,130.55**
Door1000a	**$2,327.30**
Door Release Button In Waiting 2134	**$862.43**
Add Door Access Door 2134B	**$2,509.85**
RFP 56 Add Door Access to 3040A and 3060A	**$4,618.30**
RFP 57 Rev 1 Add Shunt Card Reader to door 2200B	**$2,061.40**
Data and Door release 3091	**$3,389.42**

Your Price:	**$30,213.55**
Sales Tax	$868.29
SubTotal:	**$31,081.84**
Total:	**$31,081.84**

Prices are firm until 11/12/2022 Terms:

Quoted by: Chris Jordan, cjordan@ncsound.org **Date:** 9/13/2022

Courtroom 6 WebEx Video Conferencing

RFP-53
NCS will add access control to door 2100f, this will include new cabling pulled back to panel P200b and terminated on spare MR52 board. We will provide new card reader, door position switch, cable, and request to exit sensor. Locks and hinges to be provided and installed by others.

RFP-52
NCS will relocate access control from 1092a to door 1117a, this will include new cabling pulled back to panel P100a and terminated on existing MR52 board where 1092a was terminated. We will relocate existing card reader, then provide new door position switch, cable, and request to exit sensor. Locks and hinges to be relocated and installed by others.

NCS will relocate access control from 1093a to door 1064a, this will include new cabling pulled back to panel P100a and terminated on existing MR52 board where 1093a was terminated. We will relocate existing card reader, then provide new door position switch, cable, and request to exit sensor. Locks and hinges to be relocated and installed by others.

NCS will relocate access control from 1042a to door 1007a, this will include new cabling pulled back to panel P100b and terminated on existing spare MR52 board. We will relocate existing card reader, then provide new door position switch, cable, and request to exit sensor. Locks and hinges to be relocated and installed by others.

Door 1000a
At the owners request we will utilize existing cabling to this door but will be adding card reader to this door. We will relocate the cabling form the LP1502 in panel P100b to the spare MR52 board in this same panel.

Door release Room 2134
Provide and install new door release button in room 2134. Wiring will pull back to P200a.

Card Reader on Door 2134B
NCS will add access control to door 2134b, this will include new cabling pulled back to panel P100a and terminated on spare MR52 board. We will provide new card reader, door position switch, cable, and request to exit sensor. Locks and hinges to be provided and installed by others.

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This assumes that no other change orders have been accepted and these ports are still available. If not, additional cost will be involved to expand the system capacity

RFP-56
NCS will add access control to doors 3040A and 3060A, this will include new cabling for Door 3040A to be pulled back to panel P300a and terminated on spare MR52 board. This will include new cabling for Door 3060A to be pulled back to panel P300b and terminated on spare MR52 board. We will provide new card reader, door position switch, cable, and request to exit sensor. Locks and hinges to be provided and installed by others.

RFP-57 Rev1
NCS will provide Card access override on Door 2200B, this will include new cabling for Door 2200B to be pulled back to Panel P200B and terminated on spare MR52 board. Card reader will be provided on the hurry assembly side of the door and will only operate the shunt feature of the alarm to allow exit without setting off the alarm. Door hardware conversion of existing egress device, alarm kit, mortise cylinder, power supply and power transfer will be provided and installed by others.

This assumes that no other change orders have been accepted and these ports are still available. If not, additional cost will be involved to expand the system capacity

Furnish and installed cabling and components to support four (4) 2 port data outlets. one outside of office 1014, two in cubicle area near stairwell 2010 and one in storage 3091. NCS will install and program one (1) door release button for door 3032c.

Not Included in this Quote:

Owner to provide 120v electrical power
Existing POE Switch to be used
Owner to provide network Support

.

Accepted by: _____ **Date:** _____

Supply Chain Delays and Shortages

With the challenges of long lead times and in some cases lack of stock availability, NCS cannot give any projected installation dates on quotes or proposals until they are approved and materials have been ordered. If this is a quote only, Please note that NCS is working with our suppliers to ensure we can expedite orders as soon as possible.

Additional material options are listed on the last page of all formal proposals for larger projects.

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Supply Chain Delays and Shortages

With the challenges of long lead times and in some cases lack of stock availability, NCS cannot give any projected installation dates on quoted projects until they are approved and materials have been ordered. Once a proposal is approved, NCS has several options for processing the orders and determining a start date.

OPTION 1 - NCS places the order for all materials to be shipped to our office as they become available. For small to medium projects, NCS will simply store the materials as they arrive until the project is ready to be installed. On some select and larger projects, it may be necessary for NCS to submit progressive billing for the materials as they arrive at our warehouse. In this scenario we would provide packing slips, proof of delivery and proof of insurance for your stored materials. NCS will contact your staff and discuss these options prior to ordering any materials. This option allows the best opportunity to obtain all materials as soon as possible and get your project scheduled as soon as all materials have been received.

OPTION 2 - NCS places the order for all materials and request that materials are not to be shipped until the vendor can ship as a complete order. This option will be the most difficult to achieve and most likely will extend the delay starting the project. It also makes it difficult to have any way of predicting when the materials will be shipped.

Please note that NCS is working with our suppliers to ensure we can expedite orders as soon as possible. For additional information, please contact our office or the main contact listed on this proposal.

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.

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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 Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # V. - 11.

From:
Cindy Hewett

IT- Order Form (quote), along with Terms and Agreement for NeoGOV PERFORM Module (hosted solution for Performance Evaluation Management).

Issue/Action Requested:
Request Brunswick County Board of Commissioners approve the (attached) Order Form (quote) and Terms and Agreement for the purchase and implementation of the NeoGOV PERFORM (Performance Evaluation) module.

Background/Purpose of Request:
Brunswick County Human Resources currently uses the NeoGOV platform to digitally manage the hiring process for the County. Implementing the PERFORM module will allow for integration of the hiring and performance evaluation processes. NeoGOV PERFORM will replace the current application (SilkRoads Wingspan) being used as it is nearing end of life.

Funding for the NeoGOV PERFORM module was approved with a current FY23 budget appropriation in the IT Budget (104210-426010).

Annual recurring services (hosting, maintenance and support) are subject to a 5% annual increase and will be included in the FY24 IT Budget request under 104210-426010.

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Brunswick County Board of Commissioners approve the (attached) Order Form (quote) and Terms and Agreement for the purchase and implementation of the NeoGOV PERFORM (Performance Evaluation) module.

ATTACHMENTS:

Description

- First Amendment and Order Form for Perform Module

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # V. - 12.

From:
Elizabeth Bynum

Sheriff's Office - Agreement with Motorola Solutions for FY23 Dash Cam Purchase

Issue/Action Requested:
Request the Board of Commissioners approve an agreement with Motorola Solutions for the purchase of 15 in-car camera systems for Sheriff's Office patrol vehicles. The purchase was approved in the FY23 budget request and has a total value of $102,506.25.

Background/Purpose of Request:
These cameras are replacing in-car camera systems that are now past the end of life; the quote also includes the needed license to access the recordings on our current video system that houses all body camera and in-car camera footage.

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve an agreement with Motorola Solutions for the purchase of 15 in-car camera systems for Sheriff's Office patrol vehicles. The purchase was approved in the FY23 budget request and has a total value of $102,506.25.

ATTACHMENTS:

Description

- Goods and Services Agreement

DocuSign Envelope ID: 7F9F71B9-2255-46EA-8AFA-6846B3453A96

NORTH CAROLINA

GOODS AND SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS GOODS AND 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 Motorola Solutions, Inc. (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. GOODS AND SERVICES; FEES

The goods to be purchased and the services to be performed under this Agreement (hereinafter referred to collectively as the "Project") and the agreed upon fees for the Project are set forth on Exhibit "A" attached hereto and in North Carolina Sheriffs' Association Technology Procurement Program Contract Award Agreement - Bid 23-02-0222 (hereinafter the "NCSA Contract").

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 10/03/2022 (the "Effective Date") and continues in effect until 10/02/2023, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation

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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 costs as specified in Exhibit "A" or as set out above for the completion of the Project in conformance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all product delivered or work 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 work 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 work 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 work under this Agreement;

f. Provider will provide all goods and perform all work in conformity with the specifications and requirements of this Agreement;

g. Provider shall exercise reasonable care and diligence when performing the work hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;

h. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and

i. 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. WARRANTIES

Provider's warranties are set forth in the NCSA Contract. Without limiting Provider's obligation to provide warranty or maintenance services, and in addition to any other warranties available, Provider hereby assigns to County all of Provider's warranties covering any third-party goods purchased under this Agreement. Provider will provide copies of all said warranties to County upon delivery of the goods, if any.

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, and property 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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9. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or the goods or services covered under this Agreement, 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.

10. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the goods or services covered under this Agreement.

11. 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.

12. 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.

13. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, employees, and agents who are authorized to use the equipment and services from and against all actions, liability, claims, suits, damages, costs or expenses 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 in connection with or arising out of 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.

14. 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 consistent with the coverage stated in Attachment 1. 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.

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Provider shall furnish a Certificate of Insurance from a licensed insurance agent verifying the existence of any insurance coverage required herein. Provider 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) for claims that are determined to be the fault of Provider or those working on Provider's behalf, 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.

15. 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.

16. 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 goods and/or 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 the goods and/or performing the services from any money then due or to become due Provider and, should the County's cost of obtaining the goods and/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.

17. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

18. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with completing the Project. 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 completing the Project and other persons who may be affected thereby.

19. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

20. COMPLIANCE WITH E-VERIFY PROGRAM

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

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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.

21. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

a. in the public domain through no fault of the Recipient;

b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

e. disclosed with the prior written consent of the Discloser; or

f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

22. OWNERSHIP OF WORK PRODUCT

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Project hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider.

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23. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

24. GOVERNING LAW AND VENUE

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

25. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

26. GOVERNMENTAL IMMUNITY

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

27. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral, related specifically to the subject matter hereof and the purchases set forth in Exhibit "A."

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29. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

30. SEVERABILITY

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

31. AMENDMENTS

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

32. NOTICES

a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

i. For the County: Brunswick County Manager
P. O. Box 249
Bolivia, NC 28422

ii. For the Provider: Motorola Solutions, Inc.
500 West Monroe Street, 43rd Floor
Chicago, IL 60661

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33. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

_____
Clerk to the Board

[SEAL]

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

MOTOROLA SOLUTIONS, INC.

By: Kristin Donovan

Printed Name: Kristin Donovan

Title: Area Sales Manager

Date: 9/27/2022

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

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

APPROVED AS TO FORM

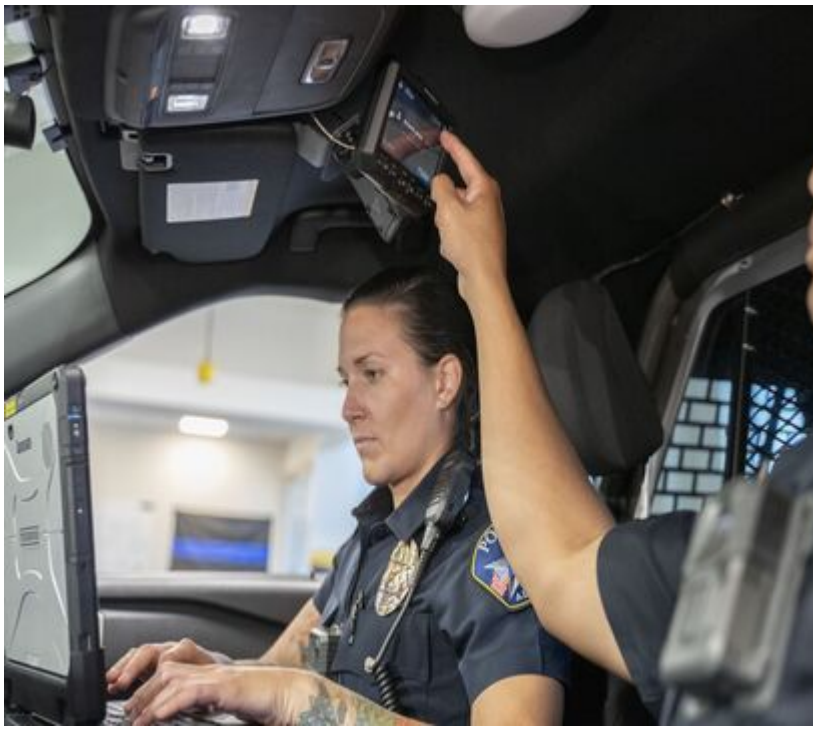
_____
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

MOTOROLA SOLUTIONS

EXHIBIT "A"







BRUNSWICK, COUNTY OF

M500-15-Brunswick County SO ELC Proposal

09/01/2022

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

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MOTOROLA SOLUTIONS

QUOTE-1869996

09/01/2022

BRUNSWICK, COUNTY OF
PO BOX 9
BOLIVIA, NC 28422

RE: Motorola Quote for M500-15-Brunswick County SO ELC Proposal
Dear Allison Simpson,

Motorola Solutions is pleased to present BRUNSWICK, COUNTY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BRUNSWICK, COUNTY OF with the best products and services available in the communications industry. Please direct any questions to Michael Costa at Michael.N.Costa@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Michael Costa
Senior Account Executive

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MOTOROLA SOLUTIONS

QUOTE-1869996
M500-15-Brunswick County SO ELC
Proposal

Billing Address:
BRUNSWICK, COUNTY OF
PO BOX 9
BOLIVIA, NC 28422
US

Quote Date:09/01/2022
Expiration Date:12/30/2022
Quote Created By:
Michael Costa
Senior Account Executive
Michael.N.Costa@
motorolasolutions.com

End Customer:
BRUNSWICK, COUNTY OF
Allison Simpson
allison.simpson@brunswicksheriff.com
910-253-2817

Contract: NCSA Contract

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	M500					
1	IV-M5-FC-PC-V3C	M500 ICV SYSTEM, V300 WIFI DOCK, SPS, CX	15		$6,015.00	$90,225.00
2	IV-ACK-WF-C--DM	MIKROTIK CONF WIFI KIT, DRILL MNT	15		$200.00	$3,000.00
	Evidence Library: Video Evidence Management					
3	ELC-SAH-UNL-ASD	EVIDENCELIBRARY.COM, SOFTWARE AND HOSTING, UNLIMITED ASSIGNED, ANNUALLY PER DEVICE	15	1 YEAR	$618.75	$9,281.25

Grand Total $102,506.25(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

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Pricing Summary

	Sale Price	Prorated Price
Initial Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	$102,506.25	$0.00
Grand Total System Price	$102,506.25	$0.00

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

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EVIDENCE LIBRARY CLOUD SOLUTION DESCRIPTION

Evidence Library Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.



It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

VIDEO EVIDENCE MANAGEMENT

Using Evidence Library Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, Evidence Library Cloud makes evidence management as efficient as possible. With Evidence Library Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

SIMPLIFIED EVIDENCE REVIEW

Evidence Library Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When uploading evidence, important information is shared that groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in Evidence Library.

EASY EVIDENCE SHARING

Evidence Library Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

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AUTOMATIC DATA MAINTENANCE

Evidence Library Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in Evidence Library Cloud, allowing you to grant individuals access to evidence on an as-needed basis.

INTEGRATION WITH IN-CAR AND BODY-WORN CAMERAS

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in Evidence Library Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

OPTIONAL LIVE VIDEO STREAMING

Evidence Library Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using Evidence Library Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. Evidence Library Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

DEVICE TRACKING

You can easily manage, configure, and deploy their in-car and body-worn cameras in Evidence Library Cloud. Devices can be assigned to personnel within Evidence Library Cloud and tracked, helping agencies keep track of which users have specific devices.

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FASTER SHIFT CHANGES

Evidence Library Cloud's Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within Evidence Library Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.

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M500 In-Car Video System Solution Description

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software (DEMS), to improve the quality of evidence collected and streamline the data sharing process throughout investigation.

Video Recording and Capture

Equipped with high-definition front and cabin cameras with configurable recording resolution of up to 1080p, the M500 creates a reliable record of evidence that can be uploaded to your DEMS solution from any location with a cellular or Wi-Fi signal.

It is equipped with patented Record-After-the-Fact (RATF) technology, which ensures continuous recording from both front and cabin perspectives whenever the camera is on, even if the recording function isn't manually engaged. All RATF data is automatically uploaded to DEMS, for easy review and data capture whenever it is needed.

Display and User Interface

The M500 system features a 5" control panel with a bright, clear display. It offers an icon-driven interface and intuitive controls to streamline field operations. Users can execute any function on the device within three taps of the screen.

Automatic Recording Functionality

Users can program various sensors to activate a new recording. These sensors include emergency lights, sirens, auxiliary inputs, wireless microphones, vehicle speed, and crash detection. When these sensors are triggered, the integrated cameras automatically start recording, allowing officers to capture video evidence without manually activating any cameras.

INTEGRATION WITH V300

The M500 integrates with the V300 Body-Worn Camera for synchronized recording and playback, as well as wireless uploading. Whenever one camera in a group is activated, the Group Recording function enables other cameras in that group within Wi-Fi range to join in on a group recording for easy capture of all available information. Video evidence on a V300 Body-Worn Camera can be uploaded to your evidence management system via an in-car LTE network.

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VIDEO EVIDENCE STATEMENT OF WORK

Overview

In accordance with the terms and conditions of the Goods and Services Agreement (the "Agreement") to which this is attached, this Statement of Work (“SOW”) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (“Motorola”) system as presented in this offer to the Customer(hereinafter referred to as “Customer”). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Quote and any reference within this SOW, as well as subcontractors’ SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Quote.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad- hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Deployment Date(s) refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.

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Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.

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- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

Technical Trainer / Instructor

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal (“LXP”) in the delivery and provide Customer Username and Access Information.

CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola’s project roles. It is critical that these resources are empowered to make decisions based on the Customer’s operational and administration needs. The Customer’s project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer’s subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager’s responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors’ readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.

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- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

IT Support Team

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer’s third-party vendors, as required, to enable Motorola to perform its duties.

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- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

Motorola Responsibilities

- Host Welcome/IT Call**.**
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola’s delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

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Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.

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- Verify successful upload from devices after docking back into the transfer station or USB dock.

INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

Customer Responsibilities

- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

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- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola Solutions to engage Technical Support when needed.

Motorola Deliverables

- LXP Enable

INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

FUNCTIONAL VALIDATION AND PROJECT CLOSURE

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

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The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

Motorola Responsibilities

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

Customer Responsibilities

- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

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ATTACHMENT 1

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/01/2022

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

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

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

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

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Lexington Insurance Company	19437
INSURER B:	Liberty Mutual Fire Ins Co	23035
INSURER C:	Liberty Insurance Corporation	42404
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Motorola Solutions, Inc.
including Avigilon USA Corporation
Attn Stephanie Lampi
500 West Monroe
Chicago IL 60661 USA

COVERAGES **CERTIFICATE NUMBER:** 570094336913 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			TB2641005169072	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $250,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS2-641-005169-012	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA764D005169082 All Other States WC7641005169092 WI	07/01/2022 07/01/2022	07/01/2023 07/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	E&O-MPL-Primary			013404599 Professional/Cyber/E&O SIR applies per policy terms & conditions	07/01/2022	07/01/2023	Each Claim Aggregate	$1,000,000 $2,000,000

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

CERTIFICATE HOLDER

Motorola Solutions, Inc.
including Avigilon USA Corporation
500 W. Monroe Street
Chicago IL 60661 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier : EOC

Certificate No : 570094336913

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Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # V. - 13.

From: Sheriff's Office - Motorola Solutions VIPER SUA III Agreement
Elizabeth Bynum

Issue/Action Requested:
Request the Board of Commissioners approve a new agreement with Motorola Solutions regarding the VIPER upgrade project. This nine-year project was initially approved by the Board in 2019, but the agreement was updated to now include the Backup 911 Center and modify the billing terms to allow funding from the Emergency Telephone System Fund (ETSF).

Background/Purpose of Request:
The total value of this agreement is $191,640.00 and will be paid in two payments, one in 2024 and one in 2027. This billing cycle is in accordance with guidance provided by the NC 911 Board and is required to receive 100% funding from the ETSF.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
State funding available in the Emergency Telephone System Fund

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve a new agreement with Motorola Solutions regarding the VIPER upgrade project. This nine-year project was initially approved by the Board in 2019, but the agreement was updated to now include the Backup 911 Center and modify the billing terms to allow funding from the Emergency Telephone System Fund (ETSF).

ATTACHMENTS:

Description

- VIPER SUA III AGREEMENT

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LIFECYCLE SUSTAINMENT SERVICES

BRUNSWICK COUNTY, NC

MOTOROLA SOLUTIONS

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SUA III Agreement

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Section 13 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Section 15 DISPUTES

Section 16 GENERAL

Exhibit A

SOFTWARE LICENSE AGREEMENT



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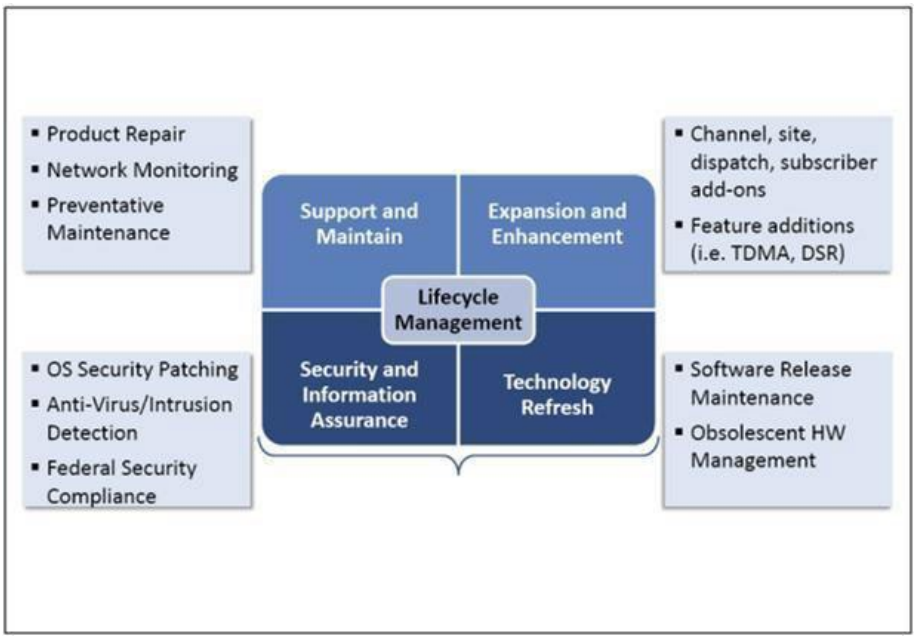
SECTION 1

LAND MOBILE RADIO LIFECYCLE SUSTAINMENT

1.1 OVERVIEW

Lifecycle management of your Land Mobile Radio network (LMR network), also referred to as ASTRO 25 system, is critical to keeping it secure, operational, expandable, and up-to-date. Throughout the lifecycle of your LMR network, maintenance and sustainment activities will be required. (Refer to the diagram below.)

Some activities will occur daily (for example, network health monitoring), as needed (for example, lightning strike damages equipment), while others will occur in accordance with the cadence of your lifecycle plan (for example, periodic updates of computers and software). Through a lifecycle sustainment plan and with custom-tailored lifecycle products and services your LMR network will be able to support your communications requirements well into the future.



Your ASTRO 25 LMR network is an integrated end-to-end solution that delivers mission-critical LMR services. The foundation of the ASTRO 25 network is an information technology (IT) based call processing core that incorporates both Motorola and third-party Original Equipment Manufacturer (OEM) software and hardware components. These components follow typical IT industry lifecycles and eventually require replacement due to obsolescence. As with IT computing platforms and other enterprise business systems, the pace of technology obsolescence is primarily driven by commercial OEM products that frequently change and transition into declining levels of support and availability. Consequently, systems without a plan for regular updates can become increasingly difficult and expensive to repair and may also become more vulnerable to security attacks. Additionally, un-updated systems may not be able to take advantage of advancements in

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technology that provide enhanced features and performance and may be limited in their ability to expand. Development of a lifecycle sustainment plan provides a roadmap for anticipating and implementing actions to address obsolescence and support limitations. A well developed lifecycle sustainment plan provides these benefits:

1. **Operations sustainment:** Ability to maintain highest level of performance and functionality of system operations.
2. **Network security and information assurance:** Protection against system vulnerabilities that may compromise network security and confidential information. Compliance to these security requirements (NIST 800-53, NENA NG911, DHS 4300, DOD 8500.2, etc).
3. **Support for growth and expansion:** Ability to add users, channels and features; expand system coverage and capabilities and/or add-on new agencies.
4. **Fiscal stability:** Planned fiscal approach for system maintenance mitigating risk of unplanned expenses. Inability to fund required maintenance services can result in degradation of operation.
5. **CapEx Return on Investment (ROI):** Protection against premature deterioration and obsolescence and extension of the system lifespan, thereby reducing the total cost of ownership.

1.2 SYSTEM UPGRADE AGREEMENT III

In order to keep your LMR system current we offer the System Upgrade Agreement III (SUA III). This is a complete package of hardware, software, and professional services required to update the ASTRO 25 system, up to once in a three-year period, to a level consistent with the currently supported release under the Motorola Software Support Program.

Updates to software (and occasionally) hardware components ensure ongoing availability of repair services support, system expansion (e.g. addition of RF sites, dispatch positions, data sub-systems, or network management positions), and the latest cyber security protection. The SUA III provides a consistent, budgeted solution that delivers complete update coverage while transferring risk associated with integrating future (unknown today) technology to Motorola.

Included features

Features Descriptions	SUA III
Platform Release – (New System Release) Ex. A7.16 to Platform Release A7.17	✓
Incremental Enhancements (Orderable Features and Bug Fixes) - Ex. A7.17.1	✓
Factory-certified integration, testing, and supply chain management of new software (SW) and hardware (HW) components	✓
Platform HW and SW update in a 3-year period[1] [2]	✓
Professional implementation services to upgrade your live system	✓

[1] As major system releases become available, Motorola will provide you with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for your ASTRO 25 system.

[2] Hardware updates include version updates and/or replacements for Motorola field replaceable units (FRU) and third-party networking and computing hardware when required by the software release. Platform migration like replacement of Gold Elite consoles and QUANTAR base radios are not included in this update.

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- Incremental enhancements may include Motorola software bug fixes and new orderable/purchasable features.
- Platform releases include commercial OS and application software updates as well as Motorola system release software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Implementation services include factory integration and testing of new HW and SW components, upgrade planning, and Motorola personnel at customer site to execute upgrade.

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SECTION 2

LIFECYCLE STATEMENT OF WORK

The following SUA III Statement of Work fully describes the SUA III offering.

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA III) STATEMENT OF WORK

1.0 Description of Service and Obligations

1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a three-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

1.2 The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 or Year 3 of the coverage period. To be eligible for the ASTRO 25 SUA III, the ASTRO 25 system must be at system release 7.7 or later.

1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.

1.4 The price quoted for the SUA III requires the Customer to choose a certified system upgrade path from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the certified system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.

1.5 ASTRO 25 SUA III entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA III: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.

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1.7 Product programming software such as Radio Service Software (“RSS”), Configuration Service Software (“CSS”), and Customer Programming Software (“CPS”) are also covered under this SUA III.

1.8 ASTRO 25 SUA III makes available the subscriber radio software releases that are shipping from the factory during the SUA III coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA III coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA III coverage.

1.9 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a three-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.

1.10 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :

- 1.10.1 Servers
- 1.10.2 PC Workstations
- 1.10.3 Routers
- 1.10.4 LAN Switches

1.11 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

- 1.11.1 GTR 8000 Base Stations
- 1.11.2 GCP 8000 Site Controllers
- 1.11.3 GCM 8000 Comparators
- 1.11.4 MCC 7500 Console Operator Positions
- 1.11.5 STR 3000 Base Stations
- 1.11.6 Quantar Base Stations
- 1.11.7 Centracom Gold Elite Console Operator Interface Electronics
- 1.11.8 Centracom Gold Elite Central Electronics Banks
- 1.11.9 Ambassador Electronics Banks
- 1.11.10 Motorola Gold Elite Gateways
- 1.11.11 ASTROTAC Comparators
- 1.11.12 PSC 9600 Site Controllers
- 1.11.13 PBX Switches for Telephone Interconnect
- 1.11.14 NFM/NFM XC/MOSCAD RTU

1.12 The ASTRO 25 SUA III does not cover all products. Refer to section 3.0 for exclusions and limitations.

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1.13 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a three-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the certified system upgrade are not included.

1.14 As system releases become available, Motorola will provide up to once in a three-year period the following software design and technical resources necessary to complete system release upgrades:

- 1.14.1 Review infrastructure system audit data as needed.
- 1.14.2 Identify additional system equipment needed to implement a system release, if applicable.
- 1.14.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
- 1.14.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
- 1.14.5 Program management support required to perform the certified system upgrade.
- 1.14.6 Field installation labor required to perform the certified system upgrade.
- 1.14.7 Upgrade operations engineering labor required to perform the certified system upgrade.

1.15 ASTRO 25 SUA III pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA III price adjustment.

1.16 The ASTRO 25 SUA III applies only to system release upgrades within the ASTRO 25 7.x platform.

1.17 Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2.0 Upgrade Elements and Corresponding Party Responsibilities

2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

2.1.1 Motorola responsibilities

- 2.1.1.1 Obtain and review infrastructure system audit data as needed.
- 2.1.1.2 Identify additional system equipment needed to implement a system release, if applicable.
- 2.1.1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
- 2.1.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
- 2.1.1.5 Inform Customer of high speed internet connection requirements.
- 2.1.1.6 Assign program management support required to perform the certified system upgrade.
- 2.1.1.7 Assign field installation labor required to perform the certified system upgrade.
- 2.1.1.8 Assign upgrade operations engineering labor required to perform the certified system upgrade.

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2.1.1.9 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

2.1.2 Customer responsibilities

2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.

2.1.2.2 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.

2.1.2.3 Assist in site walks of the system during the system audit when necessary.

2.1.2.4 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.

2.1.2.5 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

2.1.2.6 Provide or purchase labor to implement optional system release features or system expansions.

2.1.2.7 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1 Motorola responsibilities

2.2.1.1 Perform appropriate system backups.

2.2.1.2 Work with the Customer to validate that all system maintenance is current.

2.2.1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.

2.2.2 Customer responsibilities

2.2.2.1 Validate system maintenance is current.

2.2.2.2 Validate that all available patches and antivirus updates to their system have been completed.

2.3 System Upgrade

2.3.1 Motorola responsibilities

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2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2 Customer responsibilities

2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4 Upgrade Completion

2.4.1 Motorola responsibilities

2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.

2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.

2.4.1.3 Obtain upgrade completion sign off from the customer.

2.4.2 Customer Responsibilities

2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.4.2.3 Provide Motorola with upgrade completion sign off.

3.0 Exclusions and Limitations

3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA III, unless otherwise agreed in writing by Motorola and included in this SOW.

3.2 The parties acknowledge and agree that the ASTRO 25 SUA III does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/Vesta/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment

3.3 ASTRO 25 SUA III does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

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3.4 ASTRO 25 SUA III does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton or McAfee).

3.5 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA III are not included in the coverage of this SOW, unless otherwise agreed to in writing by Motorola.

4.0 Special provisions

4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA III.

4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

4.3 ASTRO 25 SUA III services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

4.4 ASTRO 25 SUA III coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA III program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA III services applicable to the terminated period.

4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

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APPENDIX A – ASTRO 25 STANDARD SYSTEM RELEASE UPGRADE PATHS

Table 13: Certified Standard ASTRO 25 System Release Upgrade Paths

ASTRO 25 System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to Current Shipping Release
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1

The upgrade paths for high security ASTRO 25 system releases for federal deployments are described in Table 14: Certified High Security ASTRO 25 System Release Upgrade Paths.

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

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APPENDIX B - SYSTEM PRICING CONFIGURATION

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA III price adjustment.

Master Site Configuration (M1, M2, M3, L1, L2, K1, K2)	**M3**
# of Master Sites	N/A
# of DSR Sites	N/A
System Level Feature Inputs	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	N/A
# MOSCAD NFM RTU (typically 1 per site location)	N/A
# of Total Network Management Clients	N/A
# MOSCAD NFM / SDM Clients	N/A
Does Customer have Unified Network Services (UNS)? **(Yes =1, No=0)** (ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR)	N/A
Telephone Interconnect (One per system)	N/A
InfoVista - Transport Network Performance Service (One per system)	N/A
Security Inputs	
# of Firewalls in System	N/A
# of Intrusion Detection Sensors (IDS)?	N/A
Does system have Centralized Event Logging [SysLog]? **(Yes =1, No=0)**	N/A
Does system have Zone Core Protection (ZCP)? **(Yes =1, No=0)**	N/A
Does system have Radio Authentication? **(Yes =1, No=0)**	N/A
Does system have Information Assurance (IA) Master?	N/A
Does system have Information Assurance (IA) Remote?	N/A
RF Site Inputs	
# Simulcast Prime Sites (including co-located/redundant)	N/A
# RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	N/A
#Stations = GTR	N/A
#Stations = HPD	N/A
#Stations = Quantar	N/A
#Stations = STR	N/A
# SmartX Site Converters	N/A
Dispatch Site Inputs	
# of Dispatch Site Locations	**2**
# Gold Elite Consoles	N/A
# MCC 7500	**10**
# MCC 7500E	**7**
# of MIP 5000	N/A
# AIS	**2**
# of CCGWs	
Subscriber Inputs	
# Voice Subscribers	N/A

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Training - Included in All SUA & SUAII Quotes - This is auto-calculated	
Training: Impact Training (1 Day)	
Training: Implementation Training (3 Days)	
Third Party Inputs	
Does the customer have Nice Logging recorders? (IP, Telephony, or Analog)	N/A
Does the customer have Verint Logging recorders? (IP, Telephony, or Analog)	N/A
Does the customer have Mach Alert? (from DCR)	N/A
Does the customer have Genesis applications?	N/A

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SECTION 3

LIFECYCLE MANAGEMENT PRICING

The Term of the Agreement begins on the Effective Date and continues for six (6) years. The payments are due thirty (30) days after the receipt of invoices, which will be provided every three (3) years as allowed by the State 911 Board and as reflected in the table below.

The pricing summary and billing frequency is defined below. Payments are due within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following payment schedule.

Pricing is valid through *90 days from the date of the quote*.

Lifecycle Products (NSAD)	2022	2023	2024
System Upgrade Agreement SUA III	-	-	$ 88,761.00

Lifecycle Products (NSAD)	2025	2026	2027	Total
System Upgrade Agreement SUA III	-	-	$ 102,879.00	$ 191,640.00

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SUAIII Agreement

Motorola Solutions, Inc. ("Motorola") and Brunswick County, North Carolina ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System Upgrade Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows.

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A and B will be resolved in their listed order.

Exhibit A Motorola Software License Agreement
Exhibit B Pricing and Payment Schedule

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

2.2. "Effective Date" means that date upon which the last Party executes this Agreement.

2.3. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.4. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.5. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.6. "Non-Motorola Software" means Software that another party owns.

2.7. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.8 "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment, and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.9 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

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2.10 “Software” means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

Section 4 SCOPE OF SERVICES AND TERM

4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement. At Customer’s request, Motorola may also provide additional services at Motorola’s then-applicable rates for the services. Any additional services shall be by way of a written addendum to this Agreement executed by both parties. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance. The Customer will not be issuing a Purchase Order (PO) or any other Notice to Proceed (NTP) for the entirety of this contract. 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, 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, Customer will promptly notify Motorola 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 Customer which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4.2. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or Services to be provided by Motorola, if the substitute meets or exceeds the specifications described herein, and is of equivalent or better quality to the Customer. Any substitution will be reflected in a written change order executed by both parties.

4.3 MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.4. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor’s rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

4.5. INSTRINSICALLY SAFE EQUIPMENT. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for six (6) years.

Section 5 EXCLUDED SERVICES

Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes ; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler.

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Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium. The SUAIII Statement of Work also includes various exclusions and limitations on the services.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location(s) specified in this Agreement. When Motorola performs Service at Customer's location(s), Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Subject to Section 10, Limitation of Liability, Motorola shall be solely responsible for any damage to or loss of Customer's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Motorola or its subcontractors. In the event that Motorola or its subcontractors cause damage to any Customer equipment or facilities, Motorola 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, as allowable under Section 10, Limitation of Liability. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses, provided Customer has approved such charges in advance.

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

7.1. CONTRACT PRICE. The Contract Price in U.S. dollars is $191,640.00. The Contract Price includes the Equipment, Software and Services provided under this Agreement, excluding applicable sales or similar taxes and freight charges. Motorola has priced the Equipment, Software, and Services as defined in the Exhibits. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price. Further, at the end of the first payment period of the Agreement and each payment period thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous payment period, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics for the Southeast Region Consumer Price Index (http://www.bls.gov/ro5/cpimid.htm), all items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The Customer and Motorola have the ability to re-negotiate future price increases related to CPI adjustments. If the Customer and Motorola cannot agree on pricing for the CPI adjustments, either party may terminate without penalty.

7.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer in advance of each payment period, according to Section 3 and Exhibit B, and Customer will make payments to Motorola within (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

7.3 FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to Software will not pass to Customer at any time.

SECTION 8 WARRANTY

8.1. SERVICE WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed, unless Customer and Motorola have executed another agreement detailing otherwise. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR

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CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION 9 DEFAULT/TERMINATION

9.1. If either party defaults in the performance of this Agreement, the other party will give to the non- performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

9.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. Except in the event of termination by Customer due to a breach by Motorola that remains uncured for more than thirty (30) days, all sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

9.3. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed prior to the effective date of termination.

SECTION 10 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or Services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (3) years after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

SECTION 11 EXCLUSIVE TERMS AND CONDITIONS

11.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, including, without limitation, the SUAIII Agreement entered into between the parties dated February 25, 2019, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

SECTION 12 CONFIDENTIALITY

12.1 Confidentiality Obligation. Each party is a disclosing party (“Discloser”) and a receiving party (“Recipient”) under this Agreement. During the term of this Agreement and for a period of three (3) years from the date of expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse

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engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

12.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, including, without limitation, requests pursuant to the Public Records of Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes, the Recipient will give to the Discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy at Discloser's sole expense. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

12.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

12.4. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

Section 13 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

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Section 15 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

15.1 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

15.2 NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation. Both Parties agree that neither may initiate binding arbitration.

15.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

15.4 LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in Brunswick County, North Carolina or in the Federal District Court for the Eastern District of North Carolina over any claim or matter arising under or in connection with this Agreement.

15.5 CONFIDENTIALITY. All communications pursuant to subsections 15.2 and 15.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

SECTION 16 GENERAL

16.1 TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2 ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

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16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL. Motorola hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

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

16.8. NON-DISCRIMINATION IN EMPLOYMENT. Motorola shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Motorola shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Motorola is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by Customer, and Motorola may be declared ineligible for further agreements with Customer.

16.9. E-VERIFY. Pursuant to N.C.G.S. § 143-133.3, Motorola understands that it is a requirement of this Agreement that Motorola and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Motorola agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Motorola shall require its subcontractors to do the same. Upon request, Motorola agrees to provide Customer with an affidavit of compliance or exemption.

16.10. GOVERNMENTAL IMMUNITY. 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.

16.11. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.12. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter, including, without limitation, the SUA III Agreement entered into between the parties dated February 25, 2019. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.13. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:



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Motorola Solutions, Inc.
Attn: Judy Jean-Pierre, Sr. Counsel
Legal, Government Affairs & Corporate Communications
500 West Monroe Street, 43rd Floor
Chicago, IL 60661

Brunswick County, NC
Attn: County Manager
P. O. Box 249
Bolivia, NC 28422

16.14. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations or those of any other federal, state, or local government agency, required for the installation, maintenance, or operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.15. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.16 MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

16.17 FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

16.18 SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.2 (Disclaimer of Implied Warranties); Section 10 (Limitation of Liability); and Section 12 (Confidentiality); Section 13 (Preservation of Motorola Proprietary Right; Section 15 (Disputes); and all of the General provisions in Section 16.

16.19 SIGNATURES. This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

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The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Brunswick County, NC**
By: _____	By: _____
Name: Kristin Donovan	Name: Randy Thompson
Title: _____	Title: Chairman, Board of Commissioners
Date: _____	Date:
	ATTEST:
	_____ Clerk to the Board
	[SEAL]

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

_____
Aaron C. Smith, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

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

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EXHIBIT A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. (“Motorola") and Brunswick County, North Carolina (“Licensee”). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee’s use of

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the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party (“Auditor”) may inspect Licensee’s premises, books and records, upon reasonable prior notice to Licensee, during Licensee’s normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola’s

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processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"), unless Customer and Motorola have executed another agreement detailing otherwise. If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

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8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

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13.3. [This section intentionally omitted.]

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of North Carolina. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

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Exhibit B

Pricing and Payment Schedule

The payments are due 30 days after the receipt of invoices, which will be provided every three (3) years as allowed by the State 911 Board and as set forth in the table below.

2022 - $ -
2023 - $ -
2024 - $ 88,761.00
2025 - $ -
2026 - $ -
2027 - $ 102,879.00
Total: $ 191,640.00

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # V. - 14.
Soil and Water - StRAP SOW Revision

From:
Soil and Water

Issue/Action Requested:
Request the Board of Commissioners to approve the revised scope of work for the Soil and Water Stream Flow Rehabilitation Assistance Program.

Background/Purpose of Request:
After further review of the current scope of work, it was discovered that the streams included for stream debris removal either did not fall within the 100-year floodplain, or were located partially in a 100-year floodplain. This meant that unnecessary hauling of debris was included in this scope of work. With this revision additional streams can be added for debris removal, as well as additional beaver trapping and dam removal on all streams originally applied for.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the revised scope of work for the Soil and Water Stream Flow Rehabilitation Assistance Program.

ATTACHMENTS:

Description

- Division of Soil and Water Work Authorization
- Revised Scope of work

WORK AUTHORIZATION

Contract Number: 22-080-4012
Work Authorization Number: 22-080-4012-1
Effective Start Date: June 1, 2022
Effective End Date: December 31, 2024

Work to be Performed:

The Grantee is hereby authorized to conduct stream debris removal activities on the additional stream segments described in Table 1 below. All requirements and conditions in the contract and Scope of Work (Attachment B) and all subsequent amendments apply to the additional work authorized by this Task Agreement. The funding amounts and match requirements in the original contract and subsequent amendments remain unchanged as a result of this Task Authorization.

	Stream/Drainage Channel Name	**Linear Feet of Channel Proposed for Repair**	**Description of Damage**	**Planned Repair and Removal from Floodplain**	**Number of Known Beaver Dams**
A	Shallotte River	3000	Damage: Channel is blocked with down tree's/woody debris. This area was damaged by a tornado in February 2021.	Repair: Stream debris removal activities will include cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the streams and tributaries. All work shall be completed according to the USACE Woody Debris Removal Guidelines. The NCDOT Right of Way will serve as ingress/egress to project locations. All hauling and disposal of woody debris will be taken to Brunswick County Landfill. The USDA BMAP Program will address dam removal and active beavers.	3

B	Willetts Branch	3100	Damage: Channel is blocked with down woody debris from Hurricane Florence. This stream was previously identified by the USDA-NRCS for EWP (DSR NO 37-07-18-5038-314) work.	Repair: Stream debris removal activities will include cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the streams and tributaries. The NCDOT Right of Way will serve as ingress/egress to project locations. All work shall be completed according to the USACE Woody Debris Removal Guidelines. All hauling and disposal of woody debris will be taken to Brunswick County Landfill.	No known beaver dams
C	Swain Branch	2900	Damage: Channel is blocked with down woody debris, vegetation, and debris from beaver activity causing significant flooding for upstream community.	Repair: Stream debris removal activities will include cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the streams and tributaries. The NCDOT Right of Way will serve as ingress/egress to project locations. All work shall be completed according to the USACE Woody Stream segments found within the 100-year floodplain will be hauled and disposed of at the Brunswick County Landfill. The USDA BMAP Program will address dam removal and active beavers.	7

D	Goose Creek	1900	Damage: Channel is blocked with down woody debris, vegetation, and debris from beaver activity causing significant flooding for upstream community.	Repair: Stream debris removal activities will include cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the streams and tributaries. Pait Dr NW, Ocean Isle Beach will serve as ingress and egress to project locations. All work shall be completed according to the USACE Woody Debris Removal Guidelines, NCDEQ, and CAMA. Stream segments found within the 100-year floodplain will be hauled and disposed of at the Brunswick County. The USDA BMAP Program will address dam removal and active beavers.	5
E	Town Creek UT	0 - Removal of beacher dam and active beavers proposed.	Damage: Channel is blocked with down woody debris, vegetation, and debris from beaver activity.	The USDA BMAP Program will address dam removal and active beavers	1
F	Cool Run	0 - Removal of beaver dam and active beavers proposed.	Damage: Channel is blocked with down woody debris, vegetation, and debris from beaver activity.	The USDA BMAP Program will address dam removal and active beavers	6

G	Scotts Branch	0 - Removal of beaver dam and active beavers proposed.	Damage: Channel is blocked with down woody debris, vegetation, and debris from beaver activity.	The USDA BMAP Program will address dam removal and active beavers	2
H	Rice Creek UT	0 - Removal of beaver dam and active beavers proposed.	Damage: Channel is blocked with down woody debris, vegetation, and debris from beaver activity.	The USDA BMAP Program will address dam removal and active beavers	5
		10,900	-	-	29

This Work Authorization Continues on the Next Page

Signatures:

Intending to be legally bound hereby, the parties have caused this Work Authorization, to become effective as of the last date of signature by the Division of Soil & Water Conservation.

Grantee

_____ Signature:_____

Name and Title:_____
Date: _____

North Carolina Department of Agriculture & Consumer Services – Division of Soil & Water Conservation

_____ Signature: _____

Name and Title_____
Date: _____

Stream/Drainage Channel Name	Linear Feet of Channel Affected	Description of Damage and Planned Repair	Estimated Cost to Repair

Number of Known Beaver Dams

	StRAP Revised
Applicant Name:	
	Please use current SOW mark through what is b
	REVISED SCOPE OF WO

	Stream/Drainage Channel Name	Linear Feet of Channel Proposed for Repair	Description of Damage
A	**Shallotte River**	**3000**	Damage: Channel is blocked with down tree's/woody debris. This area was damaged by a tornado in February 2021.
B	**Willetts Branch**	**3100**	Damage: Channel is blocked with down woody debris from Hurricane Florence. This stream was previously identified by the USDA-NRCS for EWP (DSR NO 37-07-18-5038-314) work.

C	**Swain Branch**	**2900**	Damage: Channel is blocked with down woody debris, vegetation, and debris from beaver activity causing significant flooding for upstream community.
D	**Goose Creek**	**1900**	Damage: Channel is blocked with down woody debris, vegetation, and debris from beaver activity causing significant flooding for upstream community.
E	**Town Creek UT**	0 - Removal of beacher dam and active beavers proposed.	Damage: Channel is blocked with down woody debris, vegetation, and debris from beaver activity.
F	**Cool Run**	0 - Removal of beacher dam and active beavers proposed.	Damage: Channel is blocked with down woody debris, vegetation, and debris from beaver activity.
G	**Scotts Branch**	0 - Removal of beacher dam and active beavers proposed.	Damage: Channel is blocked with down woody debris, vegetation, and debris from beaver activity.
H	**Rice Creek UT**	0 - Removal of beacher dam and active beavers proposed.	Damage: Channel is blocked with down woody debris, vegetation, and debris from beaver activity.
I			

J			
K			
L			
M			
N			
O			
P			
Y			
Z			
TOTALS:		10900	

Projec

	Time Period	
A	July - Sept 2022	Have Board sign the service agreement for fully exe obtaining landowner signatures. Inform the NCDOT of written up f
B	Oct - Dec 2022	Finish obtaining landowner signatures. Develop RFP courtesy. Review bids. Prepare/award contract and process. Review completed
C	Jan - Mar 2023	By February 28, a minimum of 50% of the granted func projects. Review weekly and monthly reporting requi
D	Apr - June 2023	Contractor finishing project locations and loading out
E		
F		
G		
H		
I		

Scope of Work v.2

Brunswick County

eing removed and highlight any that are being added

)RK (Insert Additional Lines as Needed)

Planned Repair and Removal from Floodplain	Number of Known Beaver Dams	Estimated Cost to Repair	
Repair: Stream debris removal activities will include cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the streams and tributaries. All work shall be completed according to the USACE Woody Debris Removal Guidelines. The NCDOT Right of Way will serve as ingress/egress to project locations. Stream segments found within the 100-year floodplain will be hauled and disposed of at the Brunswick County Landfill.The USDA BMAP Program will address dam removal and active beavers	**3**	**$76,000.00**	revised to refle
Repair: Stream debris removal activities will include cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the streams and tributaries. The NCDOT Right of Way will serve as ingress/egress to project locations. All work shall be completed according to the USACE Woody Debris Removal Guidelines. Stream segments found within the 100-year floodplain will be hauled and disposed of at the Brunswick County Landfill.	**0**	**$111,250.00**	revised to reflect work

Repair: Stream debris removal activities will include cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the streams and tributaries. The NCDOT Right of Way will serve as ingress/egress to project locations. All work shall be completed according to the USACE Woody Stream segments found within the 100-year floodplain will be hauled and disposed of at the Brunswick County Landfill. The USDA BMAP Program will address dam removal and active beavers.	**7**	**$74,000.00**
Repair: Stream debris removal activities will include cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the streams and tributaries. Pait Dr NW, Ocean Isle Beach will serve as ingress and egress to project locations. All work shall be completed according to the USACE Woody Debris Removal Guidelines, NCDEQ, and CAMA. Stream segments found within the 100-year floodplain will be hauled and disposed of at the Brunswick County. The USDA BMAP Program will address dam removal and active beavers.	**5**	**$96,250.00**
The USDA BMAP Program will address dam removal and active beavers	**1**	**$750.00**
The USDA BMAP Program will address dam removal and active beavers	**6**	**$1,375.00**
The USDA BMAP Program will address dam removal and active beavers	**2**	**$1,000.00**
The USDA BMAP Program will address dam removal and active beavers	**5**	**$1,250.00**

	29	$361,875.00

ct Timeline

Milestones
ecuted contract within 60 days of receiving. Have legal review permit of entry and start f work/project locations along the right of way. Reach out to USDA-BMAP and have a CSA for legal to review and county manager to sign.
for Legal to review. Bid RFP and notify USACE, NCDEQ and NCDOT about the project as have Board approval. Meet with USDA-BMAP trapper and start trapping/dam removal USDA work before contractor starts. Flag project site locations.
ds shall be committed to contracts. Meet with contractor onsite, review projects and start rements. Contractor given 120 days to complete all work. Perform weekly, monthly, and as-needed site inspections.
. Final project inspection with the State. Final reporting and paper work before July 1st.

ct work outside of 100-year floodplain

outside of 100-year floodplain

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # V. - 15.

From: Superior Court Judge - SAMHSA Court Expansion Grant
Raymond Wood - Superior Judge's Office

Issue/Action Requested:
Request that the Board of Commissioners accept the Substance Abuse and Mental Health Services Administration (SAMHSA) Expansion Grant in the amount of $400,000 for year five (09/30/22-09/29/23) of the Brunswick County Adult Treatment Court Expansion Project and approve contract agreements for treatment, participant transportation, trail court coordinators and data evaluation, subject to review and approval by County Attorney's office. The grant has a five-year project period beginning 09/30/2018 through 09/29/2023 for a total award amount of $2,000,000.

Background/Purpose of Request:
The purpose of this program is to expand substance use disorder (SUD) treatment services in existing adult problem solving courts, and adult Tribal Healing to Wellness courts, which use the treatment drug court model in order to provide SUD treatment (including recovery support services, screening, assessment, case management, and program coordination) to defendants/offenders.
Award recipients are expected to provide a coordinated, multi-system approach designed to combine the sanctioning power of treatment drug courts with effective SUD treatment services to break the cycle of criminal behavior, alcohol and/or drug use, and incarceration or other penalties.
Funds will be used to increase access and availability of services to a larger number of clients increasing the number of individuals served and the gaps in the continuum of treatment for individuals in these courts who have treatment needs for individuals diagnosed with a primary condition of SUD and/or co-occurring substance use and mental disorders.

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners accept the Substance Abuse and Mental Health Services Administration (SAMHSA) Expansion Grant in the amount of $400,000 for year five (09/30/22-09/29/23) of the Brunswick County Adult Treatment Court Expansion Project and approve contract agreements for treatment, participant transportation, trail court coordinators and data evaluation, subject to review and approval by County Attorney's office. The grant has a five-year project period beginning 09/30/2018 through 09/29/2023 for a total award amount of $2,000,000.

ATTACHMENTS:

Description

- 20221003 - Attach SAMHSA YR5 Notice of Award 5H79TI081046-05
- 20221003 - Budget Amendment - SAMHSA YR5 Notice of Award 5H79TI081046-05
- 20221003 - Attach CPO - SAMHSA

- Coastal Horizons Center, Inc. (Coordinators)
- Coastal Horizons Center, Inc. (Treatment)
- Professional Consulting and Counseling Services, PLLC
- A Helping Hand of Wilmington, LLC
- Wilmington Mental Health PLLC

Recipient Information

1. Recipient Name
BRUNSWICK, COUNTY OF
75 COURTHOUSE DR

BOLIVIA, 28422

2. Congressional District of Recipient
07

3. Payment System Identifier (ID)
1566000278A1

4. Employer Identification Number (EIN)
566000278

5. Data Universal Numbering System (DUNS)
091571349

6. Recipient's Unique Entity Identifier
MJBMXLN9NJT5

7. Project Director or Principal Investigator
Raymond Wood

raymond.wood@nccourts.org
910-253-4432

8. Authorized Official
Randell Woodruff
grants.management@brunswickcountync.gov
910-253-2016

Federal Agency Information

9. Awarding Agency Contact Information
Lesley Schrier

Center for Substance Abuse Treatment
lesley.schrier@samhsa.hhs.gov
240-276-0566

10. Program Official Contact Information
Angela Caldwell

Center for Substance Abuse Treatment
angela.caldwell@samhsa.hhs.gov
240-276-2586

Federal Award Information

11. Award Number
5H79TI081046-05

12. Unique Federal Award Identification Number (FAIN)
H79TI081046

13. Statutory Authority
PHS, Title V, Section 509; 42 U.S.C 290bb-2

14. Federal Award Project Title
The Brunswick County Adult Treatment Court Expansion Project

15. Assistance Listing Number
93.243

16. Assistance Listing Program Title
Substance Abuse and Mental Health Services_Projects of Regional and National Significance

17. Award Action Type
Non-Competing Continuation

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 09/30/2022 – **End Date** 09/29/2023	
20. Total Amount of Federal Funds Obligated by this Action	$400,000
20a. Direct Cost Amount	$400,000
20b. Indirect Cost Amount	$0
21. Authorized Carryover	$0
22. Offset	$0
23. Total Amount of Federal Funds Obligated this budget period	$400,000
24. Total Approved Cost Sharing or Matching, where applicable	$0
25. Total Federal and Non-Federal Approved this Budget Period	$400,000
26. Project Period Start Date 09/30/2018 – **End Date** 09/29/2023	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	$2,000,000

28. Authorized Treatment of Program Income
Additional Costs

29. Grants Management Officer - Signature
Eileen Bermudez

30. Remarks

Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.

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SAMHSA Treatment Drug Courts
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Center for Substance Abuse Treatment

Issue Date: 06/27/2022

Award Number: 5H79TI081046-05
FAIN: H79TI081046
Program Director: Raymond Wood

Project Title: The Brunswick County Adult Treatment Court Expansion Project

Organization Name: BRUNSWICK, COUNTY OF

Authorized Official: Randell Woodruff

Authorized Official e-mail address: grants.management@brunswickcountync.gov

Budget Period: 09/30/2022 – 09/29/2023
Project Period: 09/30/2018 – 09/29/2023

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of $400,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to BRUNSWICK, COUNTY OF in support of the above referenced project. This award is pursuant to the authority of PHS, Title V, Section 509; 42 U.S.C 290bb-2 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

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SECTION I – AWARD DATA – 5H79TI081046-05

Award Calculation (U.S. Dollars)

Travel	$11,134
Supplies	$1,200
Contractual	$364,586
Other	$23,080
Direct Cost	$400,000
Approved Budget	$400,000
Federal Share	$400,000
Cumulative Prior Awards for this Budget Period	$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	$400,000

SUMMARY TOTALS FOR ALL YEARS	
YR	**AMOUNT**
5	$400,000

Note: Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:	93.243
EIN:	1566000278A1
Document Number:	18TI81046A
Fiscal Year:	2022

IC	CAN	Amount
TI	C96N306	$400,000

IC	CAN	2022
TI	C96N306	$400,000

TI Administrative Data:
PCC: DC-AD18 / **OC:** 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79TI081046-05

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 5H79TI081046-05

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This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 75 as applicable.
d. The HHS Grants Policy Statement.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than $10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – TI SPECIAL TERMS AND CONDITIONS – 5H79TI081046-05

REMARKS

Continuation Award

1. This Notice of Award (NoA) is issued to inform your organization that the application submitted for the Grants to Expand Substance Abuse Treatment Capacity in Adult Treatment Drug Courts and Adult Tribal Healing to Wellness Courts/ TI-18-008 program is being continued.

1a) This award reflects approval of the budget submitted ***January 20, 2022*** as part of the continuation application by your Organization.

*** Incentives are allowable costs and may be used for GPRA data collection at intake, 6-month, and discharge, capped at $30 per interview for a maximum of

$90 per client per budget period.

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2. **Key Staff**

Key staff (or key staff positions, if staff has not been selected) are listed below:

Raymond Wood, Project Director @ 30% level of effort

Organizations receiving Federal Funds may not exceed 100% level of effort for any program staff member (Key Personnel or otherwise) across all federally funded sources.

Any changes to key personnel—including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project—requires prior approval and must be submitted as a post-award amendment in eRA Commons.

Note: If an organization is awarded a grant and chooses to move forward with hiring an individual for a Key Personnel position before receiving SAMHSA's formal approval, this will be done at the organization's own risk. If SAMHSA's review of the Key Personnel request results in the proposed individual not being approved or deemed not qualified for the position, the expectation is that the organization must submit a qualified candidate to be placed in the Key Personnel position. SAMHSA will not be liable for any costs incurred or pay for salaries of a Key Personnel that is not approved or deemed not qualified on this grant program.

For additional information on how to submit a post-award amendment, please visit the SAMHSA website: https://www.samhsa.gov/grants/grants-management/post-award-changes. Any technical questions regarding the submission process should be directed to the eRA Service Desk: http://grants.nih.gov/support/.

3. All responses to award terms and conditions and post award amendment requests must be submitted as .pdf documents in eRA Commons. For more information on how to respond to tracked terms and conditions or how to submit a post award amendment request please refer to **https://www.samhsa.gov/grants/grants-training-materials** under heading Grant Management Reference Materials for Grantees**.**

4. Recipients are expected to plan their work and ensure that funds are expended within the 12-month budget period reflected on this Notice of Award. If activities proposed in the approved budget cannot be completed within the current budget period, SAMHSA cannot guarantee the approval of any request for carryover of remaining unobligated funding.

SPECIAL TERMS

Risk Assessment

The Office of Financial Advisory Services (OFAS), SAMHSA may perform an administrative review of your organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/2 CFR 200, as applicable. The restriction will affect your organization's ability to withdraw funds from the Payment Management System account, until the concerns are addressed.

STANDARD TERMS AND CONDITIONS

Annual Programmatic Progress Report

By ***December 29, 2023***, submit via eRA Commons.

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The Programmatic Report is required on an annual basis and must be submitted as a .pdf to the View Terms Tracking Details page in the eRA Commons System no later than 90 days after the end of each 12-month budget period.

The Annual Programmatic Report must, at a minimum, include the following information:

- Data and progress for performance measures as reflected in your application regarding goals and evaluation activities.
- A summary of key program accomplishments to-date.
- Description of the changes, if any, that were made to the project that differ from the application for this budget period.
- Description of any difficulties and/or problems encountered in achieving planned goals and objectives including barriers to accomplishing program objectives, and actions to overcome barriers or difficulties.

Note: Recipients must also comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the FOA or by the Grant Program Official (GPO). This information is needed in order to comply with PL 102-62, which requires that Substance Abuse and Mental Health Services Administration (SAMHSA) report evaluation data to ensure the effectiveness and efficiency of its programs.

The response to this term must be submitted as .pdf documents in eRA Commons. Please contact your Government Program Official (GPO) for program specific submission information.

For more information on how to respond to tracked terms and conditions please refer to **https://www.samhsa.gov/grants/grants-training-materials** under heading **How to Respond to Terms and Conditions.**

Additional information on reporting requirements is available at https://www.samhsa.gov/grants/grants-management/reporting-requirements.

Closeout Requirements - Discretionary Grants

Recipients must complete all actions required for closeout to include:

- Reconcile financial expenditures associated with the award.
- Liquidate all obligations incurred under the award.
- Return any funds due to PMS as a result of refunds, corrections, or audits.

No later than ninety (90) days after the end of award:

In accordance with 45 CFR 75.309 and 75.381, recipients must liquidate all obligations incurred under an award not later than ninety (90) days after the end of awards obligation and expenditure period (i.e., the project period). **After ninety (90) days, letter of credit accounts are locked. SAMHSA does not approve extensions to the ninety (90) day post-award reconciliation/liquidation period.** Therefore, recipients are expected to complete all expenditure requests within the approved project period and the aforementioned 90-day post-award reconciliation/liquidation period.

Recipients (late) withdrawal requests occurring after the aforementioned periods are denied.

No later than one hundred and twenty (120) days after the end of award:

The required reports (FFR, FPR, and TPPR) as noted below must be submitted within 120 days of the end of the project period. Failure to complete the closeout process in 120 days may result in a unilateral closeout of the grant by SAMHSA. This may affect future funding of federal programs and result in the reimbursement of funding to SAMHSA.

If the recipient does not submit all reports satisfactorily in accordance with 2 CFR §200.344 SAMHSA will report the recipient's material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system (currently FAPIIS). Federal awarding agencies may also pursue other enforcement actions per 2 CFR §200.339.

Required reports include:

- Submit via eRA Commons and PMS the Final Financial Report (FFR, SF-425) (PDF | 1.2 MB).
- Submit in eRA Commons the Final Progress Report (FPR) or other reports required by the terms and conditions of the award.
- Submit in eRA Commons a Tangible Personal Property Report (SF-428) (TPPR) to account for any property acquired with federal funds or indicate on the form that you have no property to report.

Refer to the following SAMHSA for Closeout Standard Terms and Conditions https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions. Additional information on closeout is available at https://www.samhsa.gov/grants/grants-management/grant-closeout.

Standard Terms for Awards

Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. The Fiscal Year for your award is identified on Page 3 of your Notice of Award. SAMHSA's Terms and Conditions Webpage is located at: https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions.

Reasonable Costs for consideration

Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to "Reasonable Costs" consideration per 2 CFR § 200.404 and the "Factors affecting allowability of costs" per 2 CFR § 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

Consistent Treatment of Costs

Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. *Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.).* If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA's understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of 45 CFR 75.364, 45 CFR 75.371, 45 CFR 75.386 and 45 CFR Part 75, Subpart F, *Audit Requirements*.

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Compliance with Award Terms and Conditions

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.371, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

Staff Contacts:

Angela Caldwell, Program Official
Phone: 240-276-2586 **Email:** angela.caldwell@samhsa.hhs.gov

Lesley Schrier, Grants Specialist
Phone: 240-276-0566 **Email:** lesley.schrier@samhsa.hhs.gov

Request Info	
Type	Budget Amendment
Description	YR5 SAMHSA Expansion Grant
Justification	Board Meeting 10/03/2022 - Appropriate Federal Revenues Restricted in the amount of $400,000 for the Substance Abuse Mental Health Services Administration (SAMHSA) award to expand substance use disorder (SUD) treatment services. Year five of 5-year award. Budget Period 09/30/2022 - 09/29/2023. Total award amount is $2,000,000 ($400k/year). No matching funds.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
230004	331000	SAMHSA Expansion Grant FY19-24	Federal Revenues	400000	Increase	Credit
230004	426000	SAMHSA Expansion Grant FY19-24	Supplies and Materials	1200	Increase	Debit
230004	439900	SAMHSA Expansion Grant FY19-24	Contract Services	364586	Increase	Debit
230004	449900	SAMHSA Expansion Grant FY19-24	Miscellaneous Expense	23080	Increase	Debit
230004	431200	SAMHSA Expansion Grant FY19-24	Travel-Subsistence	11134	Increase	Debit

Total

Grand Total:	800000

COUNTY OF BRUNSWICK, NORTH CAROLINA
GRANT ORDINANCE
SAMHSA EXPANSION GRANT FY19-24
230004

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

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

SAMHSA Expansion GRANT FY19-24		
Revenues:		
Federal Revenues Restricted		2,000,000
Total Grant Fund Revenues	**$**	**2,000,000**
Expenditures:		
Contracted Services		1,844,458
Supplies		6,000
Travel		48,702
Misc. Expense		100,840
Total Grant Fund Expenditures	**$**	**2,000,000**

Section 2. This Grant Ordinance shall be entered into the minutes of the October 3, 2022 meeting of the Brunswick County Board of Commissioners.

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NORTH CAROLINA

BRUNSWICK COUNTY

SERVICES AGREEMENT
[Federal Funding]

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 Coastal Horizons Center, Inc. (Shallotte), (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

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

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 09/30/2022 (the "Effective Date") and continues in effect until 09/29/2023, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to the Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to the County showing in detail the Services performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were

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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

(1) 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;

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

(3) 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;

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

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

(6) 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);

(7) 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;

(8) 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

(9) 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. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement 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, federal government policies, procedures, and directives.

8. 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.

9. 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

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in response to requests for proposals and may identify County as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

11. 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.

12. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Providers who apply or bid for an award of more than $100,000 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.

13. PROCUREMENT OF RECOVERED MATERIALS

(1) 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.

(2) 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.

(3) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) *Definitions.* As used in this section, the terms Backhaul; Covered Foreign Country; Covered Telecommunications Equipment or Services; Interconnection Arrangements; Roaming; Substantial or Essential Component; and Telecommunications Equipment or Services have the meanings as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) –

(2) *Prohibitions.*

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (3) of this section applies, Provider and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:

a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;

c. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system; or

d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system.

(3) *Exceptions.*

i. This clause does not prohibit contractors from providing –

a. A service that connects to the facilities of a third-party, such as Backhaul, Roaming, or Interconnection Arrangements; or

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b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a Substantial or Essential Component of any system; *and*

2. Are *not used* as Critical Technology of any system.

b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

(4) *Reporting requirement.*

i. In the event Provider identifies Covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system, or as Critical Technology as part of any system, during Agreement performance, or Provider is notified of such by a subcontractor at any tier or by any other source, Provider shall report the information in paragraph ii of this section to County, unless procedures for reporting the information are established elsewhere in this Agreement.

ii. Provider shall report the following information pursuant to paragraph i of this section:

a. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within ten (10) business days of submitting the information in paragraph ii.a. of this section: Any further available information about mitigation actions undertaken or recommended. In addition, Provider shall describe the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services, and any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

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(5) *Subcontracts.* Provider shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

15. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Provider should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

(1) Provider agrees to provide County, 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.

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

(3) 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.

(4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, County and Provider acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

17. SUSPENSION AND DEBARMENT

(1) 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 Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are

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excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) 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.

(3) This certification is a material representation of fact relied upon by County. 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 County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) 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.

18. INDEMNIFICATION

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

19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS 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. 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.

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21. MINORITY BUSINESS ENTERPRISES

If subcontracts are to be let, Provider is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

22. INSURANCE

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

23. 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.

24. REMEDIES

(1) **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

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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.

(2) **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.

(3) **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.

(4) **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.

(5) **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.

25. 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.

26. 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.

27. EQUAL EMPLOYMENT OPPORTUNITY

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

(1) 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

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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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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

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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.

(8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory

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assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

28. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

(1) *Provider*. If applicable, Provider shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, as may be applicable, which are incorporated by reference into this Agreement.

(2) *Subcontracts*. If applicable, Provider or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

29. COMPLIANCE WITH THE DAVIS-BACON ACT (AS AMENDED)

(1) If applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5, as may be applicable. Provider shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable.

(2) Providers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, Providers are required to pay wages not less than once a week.

30. CLEAN AIR ACT

(1) 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.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, the federal government, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

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31. FEDERAL WATER POLLUTION CONTROL ACT

(1) 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.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, the federal government, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

32. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act:

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work 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.

(2) *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.

(3) *Withholding for unpaid wages and liquidated damages*. County shall upon its own action or upon written request of an authorized representative of the Department of 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

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such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *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.

Further Compliance with the Contract Work Hours and Safety Standards Act, as applicable:

(1) Provider or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by Provider or subcontractor for inspection, copying, or transcription by authorized representatives of the federal government, including, without limitation, the Department of Labor, and Provider or subcontractor will permit such representatives to interview employees during working hours on the job.

33. COMPLIANCE WITH E-VERIFY PROGRAM

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

34. 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

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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:

(1) in the public domain through no fault of the Recipient;

(2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

(3) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

(4) 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;

(5) disclosed with the prior written consent of the Discloser; or

(6) 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.

35. OWNERSHIP OF WORK PRODUCT

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider**.**

36. 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.

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37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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

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Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

44. AMENDMENTS

Amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall not be valid unless in writing and signed by authorized agents of both Provider and County.

45. NOTICES

(1) **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.

(2) **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.

(3) **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

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

ii. For the Provider: Coastal Horizons Center, Inc. (Shallotte)
120 Coastal Horizons Drive
Shallotte, NC 28470

46. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

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ATTEST:

BRUNSWICK COUNTY

_____
Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

COASTAL HORIZONS CENTER, INC. (SHALLOTTE)

By: Margaret Weller-Stargell

Name: Margaret Weller-Stargell

Title: President and CEO

Date: 9/21/2022

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

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

APPROVED AS TO FORM

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

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EXHIBIT "A"
SCOPE OF SERVICES/COMPENSATION

Services.

1. Provider will provide the following Services, including, but not limited to:

A. Supplying a full-time DWI Treatment Court Coordinator and a full-time Co-Occurring Treatment Court Coordinator (hereinafter referred to collectively as the "Coordinators"), as well as limited administrative support for Services provided primarily at the Brunswick County Government Complex.

B. The Coordinators shall provide a full range of Services in keeping with the expectations of the grant-funded programs involved and document those Services in accordance with professional standards. Such Services shall include, but not be limited to, serving on the Local Management Committee; collecting and entering data; providing screening/linkage and referral services for participants to determine their needs; planning services; linking the services system with the client; monitoring service delivery; and evaluating the effort.

C. Providing clinical and administrative supervision for the Coordinators. The schedule of Services and the hours during which the Coordinators will provide the Services shall be mutually agreed upon by the parties. Notwithstanding the foregoing, the provision of Services shall be contingent upon continued funding from grant sources.

2. County shall provide office space, office support and other costs associated with the provision of Services, including, but not limited to: supplies, travel and training, as necessary for the Coordinators to fulfill the expectations of their respective positions.

Compensation.

As compensation for the Services, County agrees to pay Provider funds to reimburse for the costs of the Coordinators plus administrative support. The amount paid by County to Provider under this Agreement shall not exceed $139,200.00. The total includes an agreed-upon portion for various personnel costs not to exceed the budget amount provided by the grant, including, but not necessarily limited to, health insurance coverage, FICA and retirement.

County agrees that it will increase the payments under this Agreement by the amount necessary to provide increases in salary for positions funded by this Agreement as mandated by the Provider's human resources policies and procedures. Should the amounts needed for increases exceed ten percent (10%) of the total Agreement amount, County must agree in writing to any such increase.

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NORTH CAROLINA

BRUNSWICK COUNTY

SERVICES AGREEMENT
[Federal Funding]

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 Coastal Horizons Center, Inc. (Shallotte), (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

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

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 09/30/2022 (the "Effective Date") and continues in effect until 09/29/2023, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to the Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to the County showing in detail the Services performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were

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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

(1) 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;

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

(3) 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;

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

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

(6) 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);

(7) 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;

(8) 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

(9) 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. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement 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, federal government policies, procedures, and directives.

8. 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.

9. 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

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in response to requests for proposals and may identify County as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

11. 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.

12. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Providers who apply or bid for an award of more than $100,000 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.

13. PROCUREMENT OF RECOVERED MATERIALS

(1) 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.

(2) 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.

(3) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) *Definitions.* As used in this section, the terms Backhaul; Covered Foreign Country; Covered Telecommunications Equipment or Services; Interconnection Arrangements; Roaming; Substantial or Essential Component; and Telecommunications Equipment or Services have the meanings as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) –

(2) *Prohibitions.*

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (3) of this section applies, Provider and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:

a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;

c. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system; or

d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system.

(3) *Exceptions.*

i. This clause does not prohibit contractors from providing –

a. A service that connects to the facilities of a third-party, such as Backhaul, Roaming, or Interconnection Arrangements; or

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b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a Substantial or Essential Component of any system; *and*

2. Are *not used* as Critical Technology of any system.

b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

(4) *Reporting requirement.*

i. In the event Provider identifies Covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system, or as Critical Technology as part of any system, during Agreement performance, or Provider is notified of such by a subcontractor at any tier or by any other source, Provider shall report the information in paragraph ii of this section to County, unless procedures for reporting the information are established elsewhere in this Agreement.

ii. Provider shall report the following information pursuant to paragraph i of this section:

a. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within ten (10) business days of submitting the information in paragraph ii.a. of this section: Any further available information about mitigation actions undertaken or recommended. In addition, Provider shall describe the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services, and any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

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(5) *Subcontracts.* Provider shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

15. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Provider should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

(1) Provider agrees to provide County, 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.

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

(3) 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.

(4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, County and Provider acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

17. SUSPENSION AND DEBARMENT

(1) 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 Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are

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excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) 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.

(3) This certification is a material representation of fact relied upon by County. 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 County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) 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.

18. INDEMNIFICATION

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

19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS 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. 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.

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21. MINORITY BUSINESS ENTERPRISES

If subcontracts are to be let, Provider is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

22. INSURANCE

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

23. 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.

24. REMEDIES

(1) **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

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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.

(2) **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.

(3) **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.

(4) **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.

(5) **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.

25. 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.

26. 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.

27. EQUAL EMPLOYMENT OPPORTUNITY

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

(1) 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

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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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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

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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.

(8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory

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assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

28. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

(1) *Provider*. If applicable, Provider shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, as may be applicable, which are incorporated by reference into this Agreement.

(2) *Subcontracts*. If applicable, Provider or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

29. COMPLIANCE WITH THE DAVIS-BACON ACT (AS AMENDED)

(1) If applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5, as may be applicable. Provider shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable.

(2) Providers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, Providers are required to pay wages not less than once a week.

30. CLEAN AIR ACT

(1) 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.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, the federal government, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

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31. FEDERAL WATER POLLUTION CONTROL ACT

(1) 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.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, the federal government, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

32. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act:

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work 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.

(2) *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.

(3) *Withholding for unpaid wages and liquidated damages*. County shall upon its own action or upon written request of an authorized representative of the Department of 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

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such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *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.

Further Compliance with the Contract Work Hours and Safety Standards Act, as applicable:

(1) Provider or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by Provider or subcontractor for inspection, copying, or transcription by authorized representatives of the federal government, including, without limitation, the Department of Labor, and Provider or subcontractor will permit such representatives to interview employees during working hours on the job.

33. COMPLIANCE WITH E-VERIFY PROGRAM

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

34. 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

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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:

(1) in the public domain through no fault of the Recipient;

(2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

(3) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

(4) 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;

(5) disclosed with the prior written consent of the Discloser; or

(6) 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.

35. OWNERSHIP OF WORK PRODUCT

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider**.**

36. 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.

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37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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

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Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

44. AMENDMENTS

Amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall not be valid unless in writing and signed by authorized agents of both Provider and County.

45. NOTICES

(1) **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.

(2) **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.

(3) **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

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

ii. For the Provider: Coastal Horizons Center, Inc. (Shallotte)
120 Coastal Horizons Drive
Shallotte, NC 28470

46. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act

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(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

[SEAL]

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

COASTAL HORIZONS CENTER INC. (SHALLOTTE)

By: Margaret Weller-Stargell

Printed Name: Margaret Weller-Stargell

Title: President and CEO

Date: 9/22/2022

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

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

APPROVED AS TO FORM

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

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EXHIBIT "A"
SCOPE OF SERVICES/COMPENSATION

Scope of Services to be Rendered.

Provider hereby agrees to perform in a manner satisfactory to the County the following services:

a. Individual Therapy
b. Psychiatric Evaluation and Medication Management
c. Substance Abuse Intensive Outpatient Treatment: three (3) hours per day x three (3) days per week x twelve (12) weeks, with random drug testing.
d. Substance Abuse Comprehensive Treatment: up to four (4) hours per day x five (5) days per week x twelve (12) weeks, with random drug testing.
e. Moral Reconation Therapy ("MRT") Group Therapy: up to two (2) hours per day x two (2) days per week x twenty-six (26) weeks.
f. Outpatient Group Therapy: one and one-half (1.5) hours per day x one (1) day per week.

Compensation.

County will pay to Provider the following rates:

a. $74.57 per hour for Individual Therapy
b. $94.04 per hour for Psychiatric Evaluation and Medication Management
c. $43.85 per hour for Substance Abuse Intensive Outpatient Treatment, with random drug testing.
d. $45.35 per hour for Substance Abuse Comprehensive Treatment, with random drug testing.
e .$20.18 per hour for MRT Group Therapy.
f. $20.18 per hour for Outpatient Group Therapy.

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NORTH CAROLINA

BRUNSWICK COUNTY

SERVICES AGREEMENT
[Federal Funding]

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 Professional Consulting and Counseling Services, PLLC, (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

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

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 09/30/2022 (the "Effective Date") and continues in effect until 09/29/2023, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to the Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to the County showing in detail the Services performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were

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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

(1) 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;

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

(3) 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;

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

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

(6) 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);

(7) 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;

(8) 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

(9) 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. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement 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, federal government policies, procedures, and directives.

8. 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.

9. 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

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in response to requests for proposals and may identify County as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

11. 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.

12. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Providers who apply or bid for an award of more than $100,000 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.

13. PROCUREMENT OF RECOVERED MATERIALS

(1) 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.

(2) 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.

(3) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) *Definitions.* As used in this section, the terms Backhaul; Covered Foreign Country; Covered Telecommunications Equipment or Services; Interconnection Arrangements; Roaming; Substantial or Essential Component; and Telecommunications Equipment or Services have the meanings as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) –

(2) *Prohibitions.*

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (3) of this section applies, Provider and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:

a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;

c. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system; or

d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system.

(3) *Exceptions.*

i. This clause does not prohibit contractors from providing –

a. A service that connects to the facilities of a third-party, such as Backhaul, Roaming, or Interconnection Arrangements; or

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b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a Substantial or Essential Component of any system; *and*

2. Are *not used* as Critical Technology of any system.

b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

(4) *Reporting requirement.*

i. In the event Provider identifies Covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system, or as Critical Technology as part of any system, during Agreement performance, or Provider is notified of such by a subcontractor at any tier or by any other source, Provider shall report the information in paragraph ii of this section to County, unless procedures for reporting the information are established elsewhere in this Agreement.

ii. Provider shall report the following information pursuant to paragraph i of this section:

a. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within ten (10) business days of submitting the information in paragraph ii.a. of this section: Any further available information about mitigation actions undertaken or recommended. In addition, Provider shall describe the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services, and any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

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(5) *Subcontracts.* Provider shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

15. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Provider should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

(1) Provider agrees to provide County, 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.

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

(3) 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.

(4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, County and Provider acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

17. SUSPENSION AND DEBARMENT

(1) 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 Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are

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excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) 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.

(3) This certification is a material representation of fact relied upon by County. 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 County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) 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.

18. INDEMNIFICATION

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

19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS 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. 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.

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21. MINORITY BUSINESS ENTERPRISES

If subcontracts are to be let, Provider is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

22. INSURANCE

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

23. 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.

24. REMEDIES

(1) **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

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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.

(2) **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.

(3) **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.

(4) **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.

(5) **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.

25. 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.

26. 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.

27. EQUAL EMPLOYMENT OPPORTUNITY

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

(1) 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

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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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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

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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.

(8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory

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assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

28. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

(1) *Provider*. If applicable, Provider shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, as may be applicable, which are incorporated by reference into this Agreement.

(2) *Subcontracts*. If applicable, Provider or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

29. COMPLIANCE WITH THE DAVIS-BACON ACT (AS AMENDED)

(1) If applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5, as may be applicable. Provider shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable.

(2) Providers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, Providers are required to pay wages not less than once a week.

30. CLEAN AIR ACT

(1) 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.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, the federal government, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

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31. FEDERAL WATER POLLUTION CONTROL ACT

(1) 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.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, the federal government, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

32. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act:

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work 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.

(2) *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.

(3) *Withholding for unpaid wages and liquidated damages*. County shall upon its own action or upon written request of an authorized representative of the Department of 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

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such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *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.

Further Compliance with the Contract Work Hours and Safety Standards Act, as applicable:

(1) Provider or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by Provider or subcontractor for inspection, copying, or transcription by authorized representatives of the federal government, including, without limitation, the Department of Labor, and Provider or subcontractor will permit such representatives to interview employees during working hours on the job.

33. COMPLIANCE WITH E-VERIFY PROGRAM

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

34. 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

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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:

(1) in the public domain through no fault of the Recipient;

(2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

(3) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

(4) 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;

(5) disclosed with the prior written consent of the Discloser; or

(6) 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.

35. OWNERSHIP OF WORK PRODUCT

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider**.**

36. 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.

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37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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

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Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

44. AMENDMENTS

Amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall not be valid unless in writing and signed by authorized agents of both Provider and County.

45. NOTICES

(1) **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.

(2) **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.

(3) **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

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

ii. For the Provider:
Professional Consulting and Counseling Services, PLLC
P.O. Box 31
Riegelwood, NC 28456

46. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act

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

ATTEST:

BRUNSWICK COUNTY

_____
Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

PROFESSIONAL CONSULTING AND COUNSELING SERVICES, PLLC

By: Devoria Berry

Printed Name: Devoria Berry

Title: Owner

Date: 9/22/2022

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

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

APPROVED AS TO FORM

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

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EXHIBIT "A"
SCOPE OF SERVICES/COMPENSATION

Scope of Services to be Rendered.

Provider hereby agrees to perform in a manner satisfactory to the County the following services:

a. Individual Therapy
b. Psychiatric Evaluation and Medication Management
c. Substance Abuse Intensive Outpatient Treatment: three (3) hours per day x three (3) days per week x twelve (12) weeks, with random drug testing.
d. Substance Abuse Comprehensive Treatment: up to four (4) hours per day x five (5) days per week x twelve (12) weeks, with random drug testing.
e. Moral Reconation Therapy ("MRT") Group Therapy: up to two (2) hours per day x two (2) days per week x twenty-six (26) weeks.
f. Outpatient Group Therapy: one and one-half (1.5) hours per day x one (1) day per week.

Compensation.

County will pay to Provider the following rates:
a. $74.57 per hour for Individual Therapy
b. $94.04 per hour for Psychiatric Evaluation and Medication Management
c. $43.85 per hour for Substance Abuse Intensive Outpatient Treatment, with random drug testing.
d. $45.35 per hour for Substance Abuse Comprehensive Treatment, with random drug testing.
e.$20.18 per hour for MRT Group Therapy.
f.$20.18 per hour for Outpatient Group Therapy.

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NORTH CAROLINA

BRUNSWICK COUNTY

SERVICES AGREEMENT
[Federal Funding]

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 A Helping Hand of Wilmington, LLC, (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

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

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 09/30/2022 (the "Effective Date") and continues in effect until 09/29/2023, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to the Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to the County showing in detail the Services performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were

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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

(1) 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;

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

(3) 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;

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

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

(6) 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);

(7) 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;

(8) 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

(9) 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. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement 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, federal government policies, procedures, and directives.

8. 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.

9. 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

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in response to requests for proposals and may identify County as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

11. 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.

12. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Providers who apply or bid for an award of more than $100,000 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.

13. PROCUREMENT OF RECOVERED MATERIALS

(1) 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.

(2) 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.

(3) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) *Definitions.* As used in this section, the terms Backhaul; Covered Foreign Country; Covered Telecommunications Equipment or Services; Interconnection Arrangements; Roaming; Substantial or Essential Component; and Telecommunications Equipment or Services have the meanings as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) –

(2) *Prohibitions.*

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (3) of this section applies, Provider and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:

a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;

c. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system; or

d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system.

(3) *Exceptions.*

i. This clause does not prohibit contractors from providing –

a. A service that connects to the facilities of a third-party, such as Backhaul, Roaming, or Interconnection Arrangements; or

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b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a Substantial or Essential Component of any system; *and*

2. Are *not used* as Critical Technology of any system.

b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

(4) *Reporting requirement.*

i. In the event Provider identifies Covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system, or as Critical Technology as part of any system, during Agreement performance, or Provider is notified of such by a subcontractor at any tier or by any other source, Provider shall report the information in paragraph ii of this section to County, unless procedures for reporting the information are established elsewhere in this Agreement.

ii. Provider shall report the following information pursuant to paragraph i of this section:

a. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within ten (10) business days of submitting the information in paragraph ii.a. of this section: Any further available information about mitigation actions undertaken or recommended. In addition, Provider shall describe the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services, and any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

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(5) *Subcontracts.* Provider shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

15. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Provider should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

(1) Provider agrees to provide County, 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.

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

(3) 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.

(4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, County and Provider acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

17. SUSPENSION AND DEBARMENT

(1) 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 Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are

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excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) 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.

(3) This certification is a material representation of fact relied upon by County. 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 County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) 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.

18. INDEMNIFICATION

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

19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS 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. 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.

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21. MINORITY BUSINESS ENTERPRISES

If subcontracts are to be let, Provider is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

22. INSURANCE

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

23. 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.

24. REMEDIES

(1) **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

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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.

(2) **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.

(3) **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.

(4) **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.

(5) **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.

25. 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.

26. 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.

27. EQUAL EMPLOYMENT OPPORTUNITY

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

(1) 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

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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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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

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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.

(8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory

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assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

28. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

(1) *Provider*. If applicable, Provider shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, as may be applicable, which are incorporated by reference into this Agreement.

(2) *Subcontracts*. If applicable, Provider or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

29. COMPLIANCE WITH THE DAVIS-BACON ACT (AS AMENDED)

(1) If applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5, as may be applicable. Provider shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable.

(2) Providers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, Providers are required to pay wages not less than once a week.

30. CLEAN AIR ACT

(1) 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.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, the federal government, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

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31. FEDERAL WATER POLLUTION CONTROL ACT

(1) 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.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, the federal government, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

32. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act:

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work 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.

(2) *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.

(3) *Withholding for unpaid wages and liquidated damages*. County shall upon its own action or upon written request of an authorized representative of the Department of 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

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such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *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.

Further Compliance with the Contract Work Hours and Safety Standards Act, as applicable:

(1) Provider or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by Provider or subcontractor for inspection, copying, or transcription by authorized representatives of the federal government, including, without limitation, the Department of Labor, and Provider or subcontractor will permit such representatives to interview employees during working hours on the job.

33. COMPLIANCE WITH E-VERIFY PROGRAM

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

34. 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

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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:

(1) in the public domain through no fault of the Recipient;

(2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

(3) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

(4) 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;

(5) disclosed with the prior written consent of the Discloser; or

(6) 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.

35. OWNERSHIP OF WORK PRODUCT

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider**.**

36. 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.

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37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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

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Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

44. AMENDMENTS

Amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall not be valid unless in writing and signed by authorized agents of both Provider and County.

45. NOTICES

(1) **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.

(2) **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.

(3) **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

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

ii. For the Provider: A Helping Hand of Wilmington, LLC
5013 Wrightsville Ave
Wilmington, NC 28412-7045

46. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act

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

ATTEST:

BRUNSWICK COUNTY

_____
Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

A HELPING HAND OF WILMINGTON, LLC

By: Jim Hembree

Printed Name: Jim Hembree

Title: Operations Manager

Date: 9/27/2022

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

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

APPROVED AS TO FORM

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

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EXHIBIT "A"
SCOPE OF SERVICES/COMPENSATION

Scope of Services to be Rendered.

Provider hereby agrees to perform in a manner satisfactory to the County the following services:

a. Individual Therapy
b. Psychiatric Evaluation and Medication Management
c. Substance Abuse Intensive Outpatient Treatment: three (3) hours per day x three (3) days per week x twelve (12) weeks, with random drug testing.
d. Substance Abuse Comprehensive Treatment: up to four (4) hours per day x five (5) days per week x twelve (12) weeks, with random drug testing.
e. Moral Reconation Therapy ("MRT") Group Therapy: up to two (2) hours per day x two (2) days per week x twenty-six (26) weeks.
f. Outpatient Group Therapy: one and one-half (1.5) hours per day x one (1) day per week.

Compensation.

County will pay to Provider the following rates:

a. $74.57 per hour for Individual Therapy
b. $94.04 per hour for Psychiatric Evaluation and Medication Management
c. $43.85 per hour for Substance Abuse Intensive Outpatient Treatment, with random drug testing.
d. $45.35 per hour for Substance Abuse Comprehensive Treatment, with random drug testing.
e. $20.18 per hour for MRT Group Therapy.
f. $20.18 per hour for Outpatient Group Therapy.

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NORTH CAROLINA

BRUNSWICK COUNTY

SERVICES AGREEMENT
[Federal Funding]

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 Wilmington Mental Health PLLC, (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

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

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 09/30/2022 (the "Effective Date") and continues in effect until 09/29/2023, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to the Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to the County showing in detail the Services performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were

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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

(1) 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;

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

(3) 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;

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

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

(6) 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);

(7) 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;

(8) 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

(9) 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. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement 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, federal government policies, procedures, and directives.

8. 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.

9. 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

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in response to requests for proposals and may identify County as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

11. 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.

12. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Providers who apply or bid for an award of more than $100,000 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.

13. PROCUREMENT OF RECOVERED MATERIALS

(1) 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.

(2) 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.

(3) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) *Definitions.* As used in this section, the terms Backhaul; Covered Foreign Country; Covered Telecommunications Equipment or Services; Interconnection Arrangements; Roaming; Substantial or Essential Component; and Telecommunications Equipment or Services have the meanings as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) –

(2) *Prohibitions.*

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (3) of this section applies, Provider and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:

a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;

c. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system; or

d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system.

(3) *Exceptions.*

i. This clause does not prohibit contractors from providing –

a. A service that connects to the facilities of a third-party, such as Backhaul, Roaming, or Interconnection Arrangements; or

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b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a Substantial or Essential Component of any system; *and*

2. Are *not used* as Critical Technology of any system.

b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

(4) *Reporting requirement.*

i. In the event Provider identifies Covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system, or as Critical Technology as part of any system, during Agreement performance, or Provider is notified of such by a subcontractor at any tier or by any other source, Provider shall report the information in paragraph ii of this section to County, unless procedures for reporting the information are established elsewhere in this Agreement.

ii. Provider shall report the following information pursuant to paragraph i of this section:

a. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within ten (10) business days of submitting the information in paragraph ii.a. of this section: Any further available information about mitigation actions undertaken or recommended. In addition, Provider shall describe the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services, and any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

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(5) *Subcontracts.* Provider shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

15. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Provider should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

(1) Provider agrees to provide County, 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.

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

(3) 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.

(4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, County and Provider acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

17. SUSPENSION AND DEBARMENT

(1) 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 Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are

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excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) 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.

(3) This certification is a material representation of fact relied upon by County. 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 County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) 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.

18. INDEMNIFICATION

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

19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS 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. 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.

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21. MINORITY BUSINESS ENTERPRISES

If subcontracts are to be let, Provider is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

22. INSURANCE

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

23. 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.

24. REMEDIES

(1) **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

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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.

(2) **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.

(3) **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.

(4) **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.

(5) **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.

25. 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.

26. 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.

27. EQUAL EMPLOYMENT OPPORTUNITY

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

(1) 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

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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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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

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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.

(8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory

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assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

28. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

(1) *Provider*. If applicable, Provider shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, as may be applicable, which are incorporated by reference into this Agreement.

(2) *Subcontracts*. If applicable, Provider or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

29. COMPLIANCE WITH THE DAVIS-BACON ACT (AS AMENDED)

(1) If applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5, as may be applicable. Provider shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable.

(2) Providers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, Providers are required to pay wages not less than once a week.

30. CLEAN AIR ACT

(1) 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.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, the federal government, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

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31. FEDERAL WATER POLLUTION CONTROL ACT

(1) 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.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, the federal government, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

32. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act:

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work 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.

(2) *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.

(3) *Withholding for unpaid wages and liquidated damages*. County shall upon its own action or upon written request of an authorized representative of the Department of 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

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such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *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.

Further Compliance with the Contract Work Hours and Safety Standards Act, as applicable:

(1) Provider or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by Provider or subcontractor for inspection, copying, or transcription by authorized representatives of the federal government, including, without limitation, the Department of Labor, and Provider or subcontractor will permit such representatives to interview employees during working hours on the job.

33. COMPLIANCE WITH E-VERIFY PROGRAM

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

34. 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

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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:

(1) in the public domain through no fault of the Recipient;

(2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

(3) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

(4) 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;

(5) disclosed with the prior written consent of the Discloser; or

(6) 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.

35. OWNERSHIP OF WORK PRODUCT

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider**.**

36. 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.

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37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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

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Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

44. AMENDMENTS

Amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall not be valid unless in writing and signed by authorized agents of both Provider and County.

45. NOTICES

(1) **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.

(2) **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.

(3) **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

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

ii. For the Provider:
Wilmington Mental Health PLLC
3825 Market Street, Suite 6
Wilmington, NC 28403

46. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act

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(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

[SEAL]

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

WILMINGTON MENTAL HEALTH PLLC

By: _____

Printed Name: Joseph Rengifo

Title: CEO/Owner

Date: 9/27/2022

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

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

APPROVED AS TO FORM

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

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EXHIBIT "A"
SCOPE OF SERVICES/COMPENSATION

Scope of Services to be Rendered.

Provider hereby agrees to perform in a manner satisfactory to the County the following services:

a. Individual Therapy
b. Psychiatric Evaluation and Medication Management
c. Substance Abuse Intensive Outpatient Treatment: three (3) hours per day x three (3) days per week x twelve (12) weeks, with random drug testing.
d. Substance Abuse Comprehensive Treatment: up to four (4) hours per day x five (5) days per week x twelve (12) weeks, with random drug testing.
e. Moral Reconation Therapy ("MRT") Group Therapy: up to two (2) hours per day x two (2) days per week x twenty-six (26) weeks.
f. Outpatient Group Therapy: one and one-half (1.5) hours per day x one (1) day per week.

Compensation.

County will pay to Provider the following rates:
a. $74.57 per hour for Individual Therapy
b. $94.04 per hour for Psychiatric Evaluation and Medication Management
c. $43.85 per hour for Substance Abuse Intensive Outpatient Treatment, with random drug testing.
d. $45.35 per hour for Substance Abuse Comprehensive Treatment, with random drug testing.
e. $20.18 per hour for MRT Group Therapy.
f. $20.18 per hour for Outpatient Group Therapy.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # V. - 16.

From:
Brent Lockamy, PE

Utilities - Final Adjusting Change Order: NE WWTP 2.5 MGD Expansion (Brent Lockamy, PE - Deputy Director)

Issue/Action Requested:
Request that the Board of Commissioners approve change order 3, the final adjusting change order, in the amount of $320,984.74, and a time extension of 280 calendar days for work associated with the Northeast Brunswick Regional Wastewater Treatment Plant 2.5 MGD Expansion project. This will adjust the total contract amount to $42,308,857.03. The project was substantially complete and operational April 1, 2022, but due to minor issues, final completion is scheduled to November 27, 2022.

Background/Purpose of Request:
By action taken October 7, 2019, the Board of Commissioners approved appropriations and execution of a contract with T. A. Loving Company to construct a 2.5 MGD expansion of the Northeast Brunswick Regional Wastewater Treatment Plant. The project will result in the plant having a total capacity of 4.975 MGD. By action taken June 21, 2021, and December 6, 2021, The Board of Commissioners approved two (2) change orders bringing the contract value to $41,987,872.29.

Several challenges were faced; late-stage design changes initiated by the engineer as well as unforeseen issues that arose while nearing completion and startup of the plant. Additional work and materials were ordered to address these issues to finalize construction. Included are the engineer's letter of recommended changes and additions along with all supporting documentation for the additional work needed for completion. The plant is currently online and operating and has been certified to the State.

Staff recommends approval of the final adjusting change order amount of $320,984.74 and extending the contract completion deadline by 280 days. The final contract amount will become $42,308,857.03 and the final project completion date will be November 27, 2022.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funding available within the project

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners approve change order 3, the final adjusting change order, in the amount of $320,984.74, and a time extension of 280 calendar days for work associated with the Northeast Brunswick Regional Wastewater Treatment Plant 2.5 MGD Expansion project. This will adjust the total contract amount to $42,308,857.03. The project was substantially complete and operational April 1, 2022, but due to minor issues, final completion is scheduled to November 27, 2022.

ATTACHMENTS:

Description

- Utilities - Change Order No.3 - Attach 1
- Utilities - McKim & Creed Letter - Attach 2
- Utilities - TA Loving Supporting Documents - Attach 3

BRUNSWICK COUNTY
CHANGE ORDER NO. 3

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

PROJECT: Northeast Brunswick WWTP Expansion
ORIG. TIME OF COMP. CAUSE CODE:
720 days
ORIG. DATE OF COMP.
Oct. 28, 2021

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

See attached letter from McKim and Creed dated September 19, 2022, which includes a description of each change.

The Time of Completion including previous orders is 835 calendar days and shall be (increased) (~~decreased~~) (~~unchanged~~) by 280 calendar days by this change order for a revised Contract date of completion of November 27, 2022. (Detailed analysis supporting the requirements for a change in duration is attached) See TA Loving letter dated September 17, 2022.

CONTRACT COST SUMMARY

					TOTALS
1. Original Contract Amount					$41,653,213.31
2. Amount of Previous Orders	ADD	$334,658.98	Deduct	$0	
3. Amount of This Order:	ADD	$320,984.74	Deduct	$0	
4. Total additions lines 2 & 3			Minus Total Deducts:	$0	$655,643.72

(Line 4 shall show the net amount to be added or [~~deducted~~] from the **original** Contract amount.)
5. Revised Contract Total Amount $42,308,857.03

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

TA Loving Company (Contractor) By: Paul Hunter 9/19/22 (Date)

McKim and Creed Inc. (Designer) By: [signature] SEPT 19 2022 (Date)

(Owner) By: (Date)

(County Commissioners) By: Chairman (Date)

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

Approved as to Form

Brunswick County Finance Officer

Brunswick County Attorney

DISTRIBUTION: 1 original to Owner 1 original to Contractor

DESIGNER'S REQUEST FOR AUTHORIZATION TO CHANGE

DATE:	**September 19, 2022**		
REQUEST NO.:	**Change Order No. 3**	PROJECT NAME:	**Northeast Brunswick Regional WRF 2.5 MGD Facility Expansion**
OWNER:	**Brunswick County Public Utilities**	CONTRACTOR:	**TA Loving Company**
DESIGNER:	**McKim and Creed Inc.**	CONTRACT FOR:	**Existing NE WWTP Plant Expansion**

REASON FOR CHANGE:
See McKim and Creed letter to BCPU dated September 19, 2022.

SUMMARY REVIEW OF CONTRACTOR'S ESTIMATE FOR TIME AND COST: **(Attach Contractor's detailed cost breakdown of labor and materials)**
See McKim and Creed letter to BCPU dated September 19, 2022.

DESIGNER SUMMARY:

1. Schedule items affected by this change: **See McKim and Creed letter to BCPU dated September 19, 2022.**
2. Can Contractor mitigate the change without requiring a Contract time extension? No
3. Will the change require a Contract time extension for other Contractors? No Which?
4. Are additional costs indicated by reason of the time extension If so they must be included in 5 & 6 Below.

	CONTRACTOR'S ESTIMATE	DESIGNER'S ESTIMATE
5. Estimated cost of change:	NA	NA
6. Estimated time extension field cost (if any):	NA	NA

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

Approved by: _____ Date: September 19, 2022

Title: Senior Construction Administrator

McKIM&CREED

ENGINEERS

SURVEYORS

PLANNERS

September 19, 2022 M&C 00069-0047

Paul Biagiotti, Construction Manager
Brunswick County Public Utilities Operations Center
250 Grey Water Rd. NE
Supply, NC 28462

RE: **Northeast Brunswick Regional Water Reclamation Facility 2.5 MGD Facility Expansion Project**
Final Adjusting Change Order No. 3

Dear Mr. Biagiotti :

On Nov. 8, 2019, Brunswick County Public Utilities entered into a contract with TA Loving Construction Co. for a 2.5 MGD expansion of the NEBRWRF. Currently, the plant is on line and has been certified to the State. In addition, a temporary certificate of occupancy has been issued and only a minor amount of construction remains. The completion of these tasks continue to be impacted as was the plant construction by supply chain issues resulting from the pandemic.

As we are very near the completion of the project, we have assembled the Final Adjusting Change Order 3 for the project. This letter recognizes and documents the final cost amounts and final contract time extension.

Contract Time Extension

As noted herein, there were challenges in completing and starting up the plant. As they were discovered, additional work was ordered to address the issues. During this process and as was previously noted, material/equipment delays impacted completion and start up. As a result, the Contractor made the County aware of those concerns as they arose and tried to address them as best possible. As a result and in summary, the Contractor has provided documentation (TALCO letter dated Sept. 17, 2022) and has requested the addition of 280 calendar days to the project duration. Including the requested days will make the plant completion date November 27, 2022. BCPU staff has reviewed and agreed to the request.

243 North Front Street

Wilmington, NC 28401

910.343.1048

Fax 910.251.8282

www.mckimcreed.com

Additional Contract Work Cost Adjustments Since Last Change Order

As with all construction, there are problems/changes/ unforeseen issues that only arise during construction which must be dealt with through the construction administration process outlined in the contract documents. Items documented herein have been resolved in accordance with that process.

The following is a list of those items (back up for each is attached along with a summation spreadsheet):

Item 53*: PCO 31 Addition of 30 inch Gate Valve for Future Influent Connection

Contractor assumed during the bid that the 30 inch gate valve shown for the future influent line to the headworks was in fact part of the future influent line itself and thus did not include it in the contract price. It was the intent of the project design that this valve be installed at this point so that the future force main connection could be done without a plant and/ or force main shutdown. Owner directed the Contractor to install the valve. The resulting additional cost is shown below.

- Add cost $38,670.19.

*** Items 1 through 52 were included in previous Change Orders.**

Item 54: PCO 68 Effluent Pump Station Alternate Flow Meter

After start up of the plant, issues with the installed effluent flow mag-meter became apparent. It was determined that as the pump station emptied, air was induced into the flow meter. This air impacted the accuracy of the meter as a mag-meter is not designed to meter flow in a partially filled pipe. Contractor was directed to install a Krohne meter in its place as these meters are designed to read in a partial flow environment. The existing meter will be removed intact and placed into storage for future use. The cost of the meter replacement and assocaited start up was included in the price of the work.

- Add cost $58,621.77

Item 55: RCP 40/PCO 69 Rev.2 Drum Screen PLC Addition

Owner's plant staff requested the method of control for the influent screens be changed from local control panels to PLC based controls and networked with the new SCADA system for monitoring. The resulting additional cost is shown below.

- Add cost $66,837.51.

Item 56: RCP 43/PCO 70 Combined Sampler Station

The design of the facility included an effluent sampling station for the effluent produced from the plant expansion. This created a condition wherein the County would be testing and reporting the results from two locations for the same plant/permit. State effluent reporting requirements only allow for the results of one sample per permit. The Owner and Engineer worked to create a situation where the samples from both plants could be combined and then sampled together so as to be in accordance with the one permit one sample rule of reporting. The resulting additional cost is shown below.

- Add cost $22,374.72.

Item 57: PCO 71 Addition of Knox Locks on Back Gates

As a result of the Fire Marshall's inspection of the facility, the Marshall noted that the back gates required Emergency Access Locks complant with the approved/required type. Owner directed Contractor to install the new locks and security boxes. The cost of the system and installation is shown below.

- Add cost $1,897.16.

Item 58: PCO 72 Replacement of Existing Entrance Gate with New Controller

As a result of the Fire Marshall's inspection of the facility, the Marshall noted that the existing gate did not have the required YELP system (necessary for Police and Fire emergency access). Project documents required a new larger gate be installed however a new control system was not required. Owner directed Contractor to install a new YELP compliant system. The cost of the system and installation is shown below.

- Add cost $14,143.50.

Item 59: PCO 55 Addition of Control Power Circuit to Disk Filter (TDF) Control Panel and Automatic Cleaning System (ACS) Control Panel

After installation of both control panels, it was determined that both would need to be fed 120v control power separate from each other. Originally it was understood the ACS would be fed from a receptacle on the TDF however since the TDF was not included in the Kruger scope of work but was acquired separately from another vendor, this control power circuit was not provided. The cost of the work represents a substantial reconfiguiring of already installed conduit and the addition of another power circuit.

- Add cost $4,273.96.

Item 60: PCO 74 Addition of ATAD Central Mixer Reversing Feature

During a review of the installed ATAD equipment provided by Kruger, Kruger noted that the central ATAD mixer mounted atop each ATAD tank was not provided with a required reversing feature. Basically this feature allows the mixer to be periodically run backwards to clear any accummulations on the mixing blades that would impact mixing performance. This requirement was not shown as part of the original scope of work and thus was added during construction. The bulk of the work for which the cost represents involved adding devices and rewiring portions of the MCCs that feed power to the mixers.

- Add cost $9,545.64.

Item 61: RCP 37 PCO 57 MCC and Motor Starter Modifications

Various MCCs, RVSSs, FVNRs, and VFDs (39 in total) were modified in the field by Siemens to accommodate necessary interrelated controls between devices/motors that were unknown at the time of bid. The main modification to all buckets included the installation of auto restart functionality. The cost for the modifications are included in the pricing.

- Add cost $13,263.14.

Item 62: PCO 71 Contractor's Bond Adjustment

Due to changes documented herein and in Change Order 1 and 2, the overall cost

of the project has increased. As a result of this increase, the Contractor has been accessed additional bond cost. Contractor requested via PCO 71 to be reimbursed for this cost and has provided documentation to support the request. Owner agreed to the request and the cost is shown below.

- Add cost $9,397.47.

SUMMARY ADDITIONAL CONTRACT WORK COSTS

Description	**Cost**	
Item 53: PCO 31	$38,670.19	
Item 54: PCO 68	$58,621.77	
Item 55: RCP 40/PCO 69	$66,837.51	
Item 56: RCP 43/PCO 70	$22,374.72	
Item 57: PCO 71	$1,897.16	
Item 58: PCO 72	$14,143.50	
Item 59: PCO 55	$4,273.96	
Item 60: PCO 74	$9,545.64	
Item 61: RCP 37 PCO 57	$13,263.14	
Item 62: PCO 76	$9,397.47	
Total of Outstanding Work Costs	**$239,025.06**	

CONTRACT CLOSEOUT- UNIT PRICE ITEMS and ALLOWANCE

The contract bid amount included several unit price items for which the total to be used was unknown at time of bid. Over the course of construction, some item totals were not used and some were exceeded. The attached summation sheet Schedule 1 identifies those items for which a credit is due to the Owner and those for which additional payment is needed. Totaling theses items results in an additional cost of $166,429.69.

In addition, the contract bid included a $100,000.00 allowance for the Owner to use in administering changes without exceeding the project budget. An accounting of this allowance so shown on the attachment Schedule 1 along with the unused amount to be credited back to the Owner. Totaling these items results in a credit back to the Owner in the amount of $65,691.65.

Also included in the contract bid, was an allowance for Construction Materials Testing in the amount of $175,000.00 for the Owner to use in paying for materials

testing on a monthly basis as the work progressed. An accounting of this allowance results in a credit back to Owner in the amount of $18,778.36.

Summary

Based on the items detailed in this letter, the Engineer recommends the contract amount be increased by $320,984.74 and the contract time be amended to include an additional 280 calendar days.

If you have any questions, please do not hesitate to contact us.

Sincerely,

McKIM & CREED, INC.

Stacey Magnus
Senior Construction Administrator
Enclosures:
Final Adjusting Change Order No.3 Schedule 1- Summation
TALCO letter dated Sept. 17, 2022
Item 53: PCO 31
Item 54: PCO 68
Item 55: RCP 40/PCO 69
Item 56: RCP 43/PCO 70
Item 57: PCO 71
Item 58: PCO 72
Item 59: PCO 55
Item 60: PCO 74
Item 61: RCP 37 PCO 57
Item 62: PCO 76

cc: File 00069-0047.64

400 Patetown Rd.
Goldsboro, NC 27530
919.734.8400
NC GC No. 325

September 17, 2022

Final Adjusting Change Order Time Extension

To All:

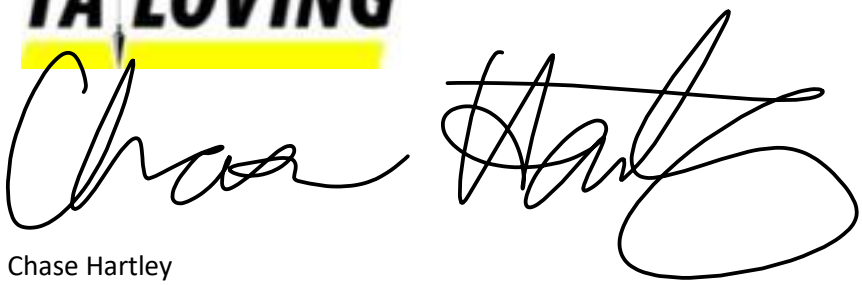
In May of 2022, there were multiple change orders that T.A. Loving Company was directed to quote and once quoted were approved to provide and install. At the time of these change orders requests the plant is up and running and at final completion. The change orders that T.A. Loving Company received were to replace the effluent flowmeter, add a PLC panel to headworks structure, and add a sampling tank at the existing effluent pump station. Once the change order pricing was approved, the materials for each one was released immediately. Due to the supply chain issues that are happening due to the Covid Pandemic the materials have long lead times, and we are still currently waiting for materials to arrive onsite.

T.A. Loving Company proposes to extend the contract to November 27th, 2022 (280 Days) due to the effluent flowmeter change order. The Krohne flowmeter was originally scheduled to be onsite end of August and we were notified this month that the flowmeter would not ship until the end of October, 2022 due to the supply chain issues caused by the Covid Pandemic. This flowmeter was ordered in May, 2022 once change order was approved and it had a 12-14 week lead time.

T.A. Loving Company is dedicated to providing a high-quality product while also finishing this project on time. The past year has posed many obstacles due to the Covid-19 outbreak/rain events/change orders. T.A. Loving is requesting a total of 280 days be added to the contract due to the delays we have experienced from Covid/rain/change orders up to this date. This has been a very fast paced project and T.A. Loving Company has done everything we can as a company to meet production needs and to keep this project moving forward. We would like to thank McKim & Creed and Brunswick County Public Utilities Authority for all their hard work in helping us provide a quality wastewater plant system for the people of Brunswick County.

Sincerely,
Chase Hartley
Project Engineer
T.A. Loving Company





9/17/22

Chase Hartley

T.A. Loving Signature

Date

Quotation

AC Controls

8600 Westmoreland Dr. NW
Concord, NC 28027
Phone: 704-545-4500
Fax: 704-545-8980

Entered	Customer #	Quote #	Page #
5/26/22	111790	338235-00	1

Reference	Prepared By
Chase Hartley	Nancy Rowe nancy.rowe@accontrols.com

Account Manager
Samantha Kieber samantha.kieber@accontrols.com

Quoted To	FOB	
TA Loving Company 400 Patetown Rd Goldsboro NC 27530	Shipping Point	AC Controls Terms and Conditions of sale to apply. Copy available at http://accontrols.com/termsandconditions This quotation does not reflect any applicable taxes. Quote Valid: 30 Days
	Via	
	UPS Grd-Comm	
	Terms	
	TBD	
	Shipping Terms	

Notes
CASH IN ADVANCE PAYMENT TERMS / DOMESTIC SHIPMENT ONLY

Ln	Product #	Description	Lead Time	Qty	Price Each	Line Total
1	337202-1	VN234MA0AD0B112010E0000A 030 Krohne TIDALFLUX 2300 F DN 500|20" 20" ASME B 16.5 150 lb RF 800 mm|31.50", excl. gaskets & rings Flange Material Steel ASTM A 105 N -5...+60°C|+23...+140°F depending on pressure Housing Sheet Metal, Lining PU ID = 0467 mm/18.386" Electrodes Hastelloy C22 fixed electrodes with 2 electrodes construction IP 68 (NEMA 4X/6P) acc. EN 60529 Calibration GK Power supply 100-230 V AC, 50/60 Hz (22 VA)	12-14 weeks	1.00	34,627.00	34,627.00
2	337202-2	VN304GA0430010100000 Krohne KROHNE flow converter IFC 300 F PF Field housing for wall mounting, with 3 x 100% diagnostic,	12-14 weeks	1.00	4,809.00	4,809.00

Ln	Product #	Description	Lead Time	Qty	Price Each	Line Total
		Empty pipe detection, conductivity Incl. software PACTWARE Accuracy +/- 1,0 % of FS see TDS Power supply 100-230 V AC, 50/60 Hz (85-250 V) - [22 VA], Console with connection 2 x 1/2" NPT + 1 x M16 x 1.5, Excluding 2" pipe mounting material Threaded connection 2 x 1/2" NPT, 1 x M20 x 1,5 with blind plug IP 66/67 (NEMA 4X/6) acc. EN 60529 Cable connection primary Terminal box st.st. 1.4408|316 Communication Basic I/O, Current output HART, active /passive				
3	337202-3	Ring #3 Tidalflux Krohne E-P ring Grounding Ring no.3 (cylindrical) Meter size DN 500|20" Nominal pressure 150 lb ASME Sensor TIDALFLUX 2000 Suitable for mounting in a plastic tube Material St. steel 1.4404|316L Mounting Material without Cable for earthing without Internal diameter tube 500 mm | 19.69 inch	12-14 weeks	2.00	1,227.00	2,454.00
					Total	**41,890.00**

Schedule 1: Final Adjusting Change Order No. 3

Summary of Allowance Expenditures and Final Unit Pay Items

NE Brunswick Regional Wastewater Facilty Expansion

Pay Item	Spec Section	Pay Item Description	Unit	Estimated Quantity	Unit Price	Bid Amount	Quantity Used	Used Amount	Add/ (Deduct)
31	GC 38 K	**Change Order Allowance**	EA	1	$ 100,000.00	$ 100,000.00	0.66	$0.00	**-$65,691.65**
		PCO 55: Unit Heater Monitoring			$2,803.29				
		PCO 56: PLC Breakers			$163.76				
		PCO 57: Credit for Metal Buildings			-$25,325.31				
		PCO 58: Credit for Angle at Roll up Doors			-$5,737.40				
		PCO 59: 6" MJ Cross and Cleanouts			$10,041.19				
		PCO 60: 8" Check Valves			$13,358.94				
		PCO 61: MCC Heater Modifications			$5,077.12				
		PCO 62: Recircuit UV consoles			$967.16				
		PCO 63: Add 120V to ATAD Blowers			$1,870.75				
		PCO 64: Blower PLC programming, Disc Filter Valves, UV PLC			$8,373.75				
		PCO 65: 4 Inch FM Elevation Change			$6,340.57				
		PCO 66: Stair Landing Grating Change			$4,785.41				
		PCO 67: Various Heat Trace Locations			$11,589.12				
32	GC 38 K	**CMT Testing Allowance**	LS	1	$ 175,000.00	$ 175,000.00	0.892	$ 156,221.64	**-$18,778.36**
		Unit Price Items							
34		Undercut Unsuitable Material	CY	5,000	$ 11.00	$ 55,000.00	3960.52	$ 43,565.72	-$11,434.28
35		Backfill with Suitable Material	CY	5,000	$ 17.25	$ 86,250.00	8239	$ 142,122.75	$55,872.75
36		Additional Perimeter Stone	SY	730	$ 19.00	$ 13,870.00	0	$ -	-$13,870.00
37A		Additional No. 57 Stone Negotiated Price	CY		$ 71.00	$ -	3772.47	$ 267,845.37	$267,845.37
38		Gravel Access	SY	700	$ 19.00	$ 13,300.00	926	$ 17,594.00	$4,294.00
39		Paved Access Road	SY	7,000	$ 44.00	$ 308,000.00	7196.9	$ 316,663.60	$8,663.60
40		Additional 4 ft Wide Sidewalk	LF	300	$ 24.00	$ 7,200.00	378	$ 9,072.00	$1,872.00
41		Additional 6 ft Wide Sidewalk	LF	300	$ 36.00	$ 10,800.00	0	$ -	-$10,800.00
42		Plant Site Fence	LF	2,600	$ 31.25	$ 81,250.00	2965	$ 92,656.25	$11,406.25
43		Additional Bollards	EA	26	$ 180.00	$ 4,680.00	7	$ 1,260.00	-$3,420.00
44		Remove and Dispose of Contaminated Soil	CY	1,200	$ 120.00	$ 144,000.00	0	$ -	-$144,000.00
								Total	**$166,429.69**
								Total of Allowance Expenditures and Final Unit Pay Items	**$81,959.68**
								Total of Additional Contract Work Costs	**$239,025.06**
								Total Cost of Change Order No. 3	**$320,984.74**

REQUEST FOR CHANGE PROPOSAL (RCP)

To:	TA Loving Inc.	RCP No.:	**RCP-31**
	400 Patetown Rd	Date:	October 12, 2021
	Goldsboro, NC 27530	Project:	Northeast WWTP Plant Expansion
Att.	Mr. David Pittman	Owner:	Brunswick County Public Utilities

Description of Change: Additional PV and DIP Bend

At Owner's request, provide an additional 30 inch PV installed to facilitate future construction. With the addition of the valve, the existing plant will not need to be shutdown to tie in a new influent line or to isolate the new headworks structure from a future headworks structure.

During the installation of the new discharge force main, an additional ductile iron pipe bend was installed to accommodate a change in direction necessary to avoid the existing force main which was not in the location detailed on the contract drawings.

Attachments: none

Pricing:

Provide a detailed cost breakdown for the requested change in accordance with Contract Requirements.

The proposed changes described herein are being considered for the above-noted project. Please advise us promptly of your proposed change in contract price and time to accomplish this work. Note that this is not an order to proceed with the proposed change. Notice-to-proceed will be issued later in the form of a Change Order, if it is decided to proceed with this change.

Owner/Representative

Cc: Bob Tweedy PE, BCPU via/email
Paul Biagiotti, BCPU via/email
James Beachum, BCPU via/email
Tony Boahn PE, MCE via/email
File: M&C 00069-0047-63A

McKim and Creed 243 North Front Street Wilmington, NC 28401 (910) 343-1048 Fax: (910) 251-8282

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 031
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	6/11/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: __031_____Other_Change Request _____

PCO TITLE and Description: This Change Order is for adding ~~a 24" MJ 11-1/4 degree bend to the 24" outfall line and having to cut additonal asphalt out due to the existing pipe not being located in the ground as the drawings showed. Also in this change order is~~ a 30" MJ plug valve that was not included in the original bid because it was listed as future.

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$33,626.25
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$33,626.25**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$5,043.94
7. TOTAL DIRECT WORK		**$38,670.19**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$0.00**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$0.00
10. TOTAL SUBCONTRACTOR WORK		**$0.00**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$38,670.19**
12. BOND & INSURANCE: …… 0.00% of subtotal # 11		$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$38,670.19**

Reviewed By: _____Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 031

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$31,500.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$31,500.00
E. Sales Tax	Exempt	6.75%	of D	$2,126.25
F. TOTAL MATERIAL				**$33,626.25**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 031
REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
			EA		$0.00		0.00		0.00		0.00
	30" MJ Plug Valve	1	EA	$31,500.00	$31,500.00		0.00		0.00		
			SY				0.00				
			SY				0.00		0.00		
					31,500.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 031
Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 4 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 031 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 068
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	5/26/2022
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: __068_____Other_Change Request _____

PCO TITLE and Description: This Change Order is for switching out the Effluent Pump Station Flowmeter from a Siemens to a Krone Tidalflux Flowmeter. The lead time for the flowmeter is 12 to 14 weeks which pushes back the final completion date. T.A. Loving requests that the contract date be pushed back to the end of August, 2022.

1. LABOR (See attached itemized breakdown)	$2,600.00
2. MATERIALS (See attached itemized breakdown)	$46,212.08
3. EQUIPMENT/OTHER (See attached itemized breakdown)	$2,217.33
4. TIME EXTENSION FIELD COSTS** 0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK	**$51,029.41**
6. OVERHEAD & PROFIT ON DIRECT WORK 12%	$6,123.53
7. TOTAL DIRECT WORK	**$57,152.94**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	Magmeter Swap EFFPS	5/23/2022	$1,398.89

8. SUB-TOTAL SUBCONTRACTOR WORK:	**$1,398.89**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK 5%	$69.94
10. TOTAL SUBCONTRACTOR WORK	**$1,468.83**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK	**$58,621.77**
12. BOND & INSURANCE: …… 0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST	**$58,621.77**

Reviewed By: _____Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 067

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$43,290.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$43,290.00
E. Sales Tax	Exempt	6.75%	of D	$2,922.08
F. TOTAL MATERIAL				**$46,212.08**
LABOR COST				
G. Labor (From takeoff worksheet)				$2,600.00
H. Small Tools			of Labor	$0.00
I. Clean-up			of Labor	$0.00
J. Safety			of Labor	$0.00
K. Safety Training			of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$2,600.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$2,082.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$52.05
T. Equipment Repairs		2.00%	of Equipment	$41.64
U. Equipment Yard Work		2.00%	of Equipment	$41.64
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$2,217.33**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 067 REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
	20" Krohne Flowmeter	1	LS	$43,290.00	$43,290.00						0.00
	Foreman	8	HR		$0.00	$89.00	712.00		0.00		
	Labor - Skilled x 3	24	HR		$0.00	$40.00	960.00		0.00		
	Superintendent	8	HR		$0.00	$116.00	928.00		0.00		
	Pickup Truck (3/4 Ton)	1	DY		$0.00		0.00	$408.00	408.00		
	Rubber Tire Backhoe	2	DY		$0.00		0.00	$837.00	1,674.00		
	Insurance (July and August)	2	MO		$0.00		0.00		0.00		0.00
					43,290.00		**2,600.00**		**2,082.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 068
Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 98 days.

TOTAL DAYS 98

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 068 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

REQUEST FOR CHANGE PROPOSAL (RCP)

To:	TA Loving Inc.	RCP No.:	**RCP-40 REV. 2**
	400 Patetown Rd	Date:	May 26, 2022
	Goldsboro, NC 27530	Project:	Northeast WWTP Plant Expansion
Att.	Mr. David Pittman	Owner:	Brunswick County Public Utilities

Description of Change: Owner requests the operation of the influent screens be modified to allow for PLC based sequential operation verses the current dedicated float control operation.

OVERVIEW

The three (3) influent screens currently operate individually to control the level in the influent channel by using individual floats. The Owner has requested the operations to be modified so that a new PLC control panel will operate the existing influent screens.

LOCATION

See attached drawings for mounting location of panel and transmitters, signal wiring, and power wiring.

NETWORKING

New control panel will be wiring back to PLC 1 using existing fiber optic duct banks. The proposed location for connection is DB-120 via MH-110.

Attachments: Screen Control Modification Diagram, Sheets IO1.3 and 4, E05.A, E4.06A, Environ Care Panel Drawings, and Specifications

Pricing:

Provide a detailed cost breakdown for the requested change in accordance with Contract Requirements.

The proposed changes described herein are being considered for the above-noted project. Please advise us promptly of your proposed change in contract price and time to accomplish this work. Note that this is not an order to proceed with the proposed change. Notice-to-proceed will be issued later in the form of a Change Order, if it is decided to proceed with this change.

Owner/Representative

McKim and Creed 243 North Front Street Wilmington, NC 28401 (910) 343-1048 Fax: (910) 251-8282

Cc: James Beachum, BCPU via/email
Tony Boahn PE, MCE via/email
File: M&C 00069-0047-63A

McKim and Creed 243 North Front Street Wilmington, NC 28401 (910) 343-1048 Fax: (910) 251-8282

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 069
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	6/8/2022
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: __069_____Other_Change Request _____

PCO TITLE and Description: This Change Order is for providing a new PLC at the headworks to alternate use of the drum screens. PLC has a estimated ship date of 8/19/22. T.A. Loving requests that contract completion date be moved to the completion date of this change order.

1. LABOR (See attached itemized breakdown)	$1,844.00
2. MATERIALS (See attached itemized breakdown)	$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)	$1,150.20
4. TIME EXTENSION FIELD COSTS** 0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK	**$2,994.20**
6. OVERHEAD & PROFIT ON DIRECT WORK 15%	$449.13
7. TOTAL DIRECT WORK	**$3,443.33**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	Barscreen Automation	6/7/2022	$29,205.41
Piedmont Automation	RCP - 40 Rev. 2	6/2/2022	$22,000.00
R.L. Haire Electric & Controls LLC	RCP - 40 Rev. 2	6/7/2022	$9,170.00

8. SUB-TOTAL SUBCONTRACTOR WORK:	**$60,375.41**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK 5%	$3,018.77
10. TOTAL SUBCONTRACTOR WORK	**$63,394.18**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK	**$66,837.51**
12. BOND & INSURANCE: 0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST	**$66,837.51**

Reviewed By: _____Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 069

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$1,844.00
H. Small Tools			of Labor	$0.00
I. Clean-up			of Labor	$0.00
J. Safety			of Labor	$0.00
K. Safety Training			of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$1,844.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$1,080.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$27.00
T. Equipment Repairs		2.00%	of Equipment	$21.60
U. Equipment Yard Work		2.00%	of Equipment	$21.60
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$1,150.20**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 069 REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
	Foreman	8	HR		$0.00	$89.00	712.00				0.00
	Labor - Skilled x 2	16	HR		$0.00	$40.00	640.00		0.00		
	Pickup Truck	8	HR		$0.00		0.00	$135.00	1,080.00		
	Project Engineer	4	HR		$0.00	$90.00	360.00		0.00		
	Project Manager	1	HR		$0.00	$132.00	132.00		0.00		
			DY		$0.00		0.00		0.00		
			MO		$0.00		0.00		0.00		0.00
					0.00		**1,844.00**		**1,080.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 069 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 98 days.

TOTAL DAYS	98

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 069 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

REQUEST FOR CHANGE PROPOSAL (RCP)

To:	TA Loving Inc.	RCP No.:	**RCP-43**
	400 Patetown Rd	Date:	June 1, 2022
	Goldsboro, NC 27530	Project:	Northeast WWTP Plant Expansion
Att.	Mr. David Pittman	Owner:	Brunswick County Public Utilities

Description of Change: Owner requests pricing to provide and install a combined sampling station as detailed on the attachment.

Attachments: **NPW Sampler Exhibit**

Pricing:

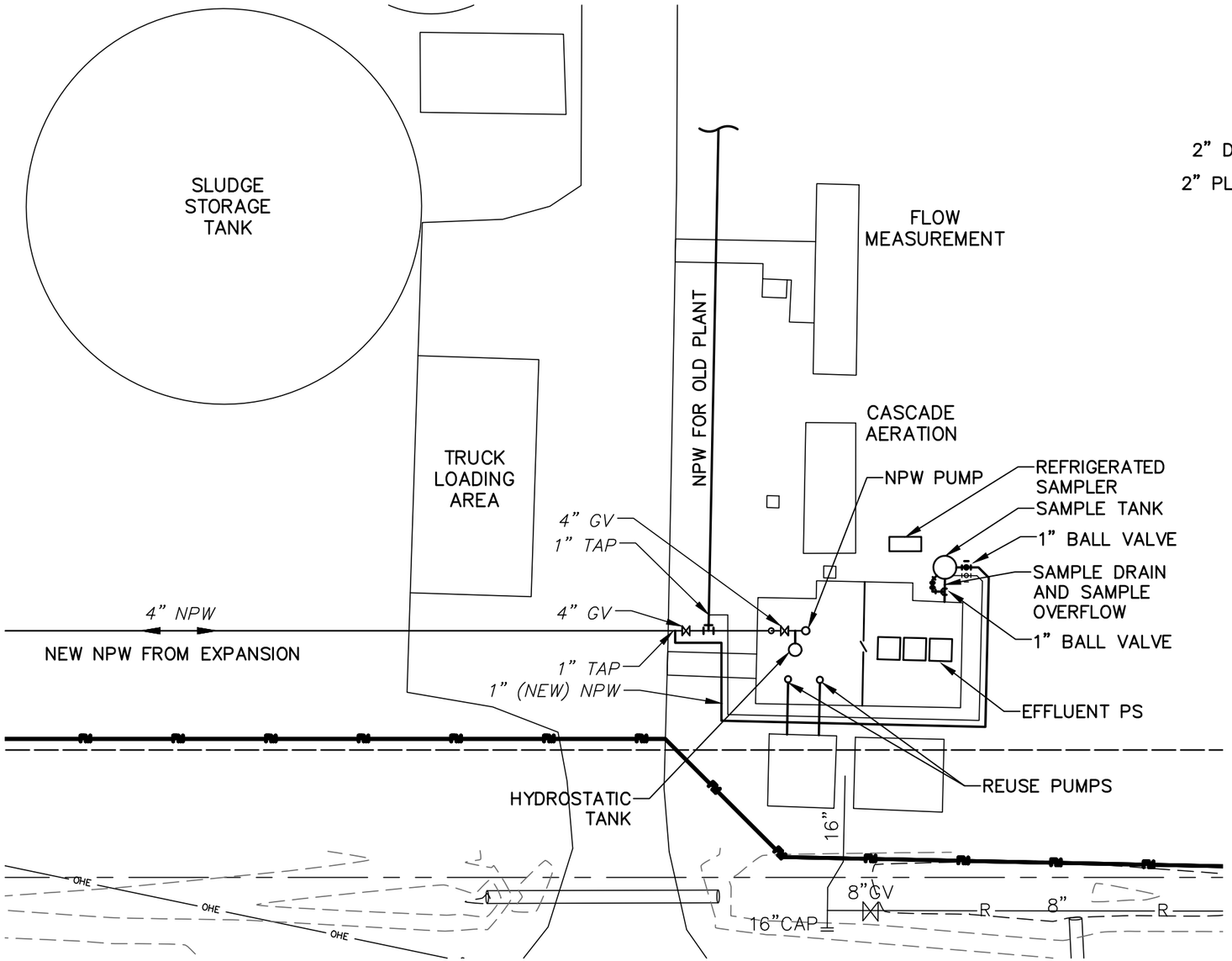
Provide a detailed cost breakdown for the requested change in accordance with Contract Requirements.

The proposed changes described herein are being considered for the above-noted project. Please advise us promptly of your proposed change in contract price and time to accomplish this work. Note that this is not an order to proceed with the proposed change. Notice-to-proceed will be issued later in the form of a Change Order, if it is decided to proceed with this change.

Owner/Representative

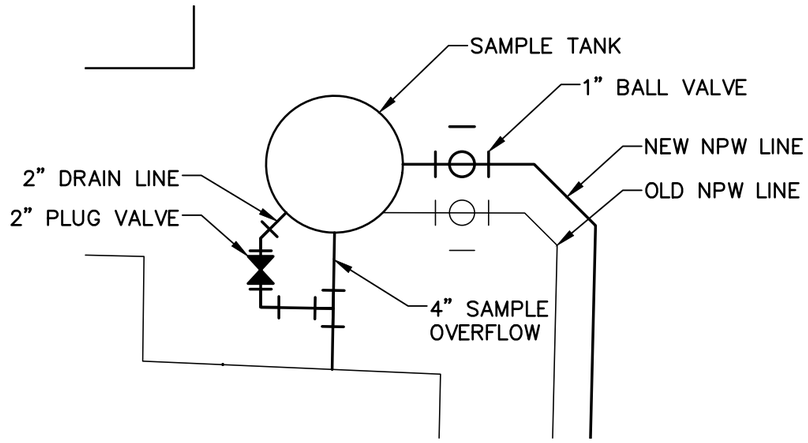
Cc: James Beachum, BCPU via/email
Tony Boahn PE, MCE via/email

McKim and Creed 243 North Front Street Wilmington, NC 28401 (910) 343-1048 Fax: (910) 251-8282



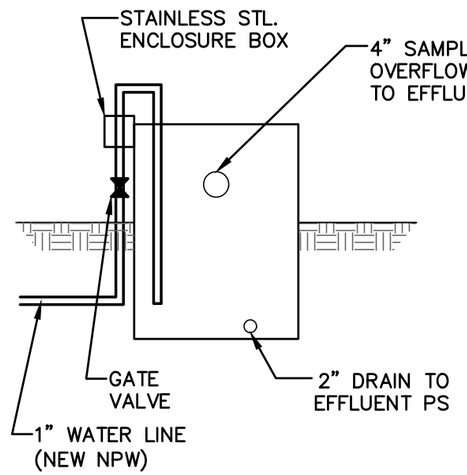
NPW SAMPLER LINE - EXHIBIT-1

SCALE: 1"=20'



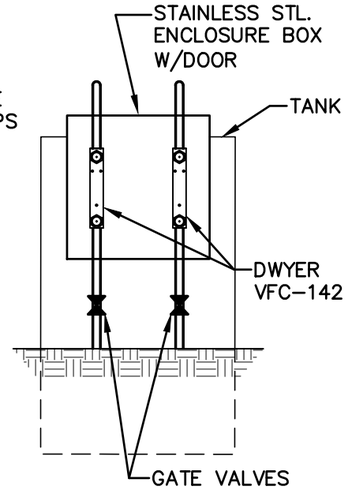
SAMPLE TANK PLAN

NOT TO SCALE



SAMPLE TANK PROFILE

NOT TO SCALE



SAMPLE TANK STAINLESS STL. ENCLOSURE BOX

NOT TO SCALE

REV.NO.	DESCRIPTION	DATE
#	----	YYYY.MM.DD

REVISIONS

McKIM&CREED

Venture IV Building, Suite 500
1730 Varsity Drive
Raleigh, North Carolina 27606-2689
Phone: (919) 233-8091, Fax: (919) 233-8031

NC License# F-1222
www.mckimcreed.com

BRUNSWICK COUNTY
NORTH CAROLINA

NORTHEAST BRUNSWICK REGIONAL WATER RECLAMATION FACILITY 2.5 MGD FACILITY EXPANSION

CIVIL SITE

NPW SAMPLER EXHIBIT-1

PROJ. START DATE:	AUG 2018
MCE PROJ. #	00069-0047
DRAWN	####
DESIGNED	####
CHECKED	####
PROJ. MGR.	####

SCALE
HORIZONTAL: ####
VERTICAL: ####

EX-1
DRAWING NUMBER

REVISION

STATUS: #### ####

S:\0069\0047\80-DRAWINGS\CIVIL\NPW SAMPLER EXHIBIT-1.DWG 05/27/2022 12:11:13 JON MACKEY

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 070
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	6/23/2022
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: __070_____Other_Change Request _____

PCO TITLE and Description: This Change Order is for installing a sampler tank and piping to tie into existing and new plant's NPW system to allow for the plant operators to pull one sample from both plants. Delivery of stainless steel enclosure is 4 weeks.

1. LABOR (See attached itemized breakdown)		$5,692.00
2. MATERIALS (See attached itemized breakdown)		$9,365.83
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$4,398.45
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$19,456.28**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$2,918.44
7. TOTAL DIRECT WORK		**$22,374.72**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$0.00**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$0.00
10. TOTAL SUBCONTRACTOR WORK		**$0.00**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$22,374.72**
12. BOND & INSURANCE: …… 0.00% of subtotal # 11		$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$22,374.72**

Reviewed By: _____Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 070

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$8,773.61
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$8,773.61
E. Sales Tax	Exempt	6.75%	of D	$592.22
F. TOTAL MATERIAL				**$9,365.83**
LABOR COST				
G. Labor (From takeoff worksheet)				$5,692.00
H. Small Tools			of Labor	$0.00
I. Clean-up			of Labor	$0.00
J. Safety			of Labor	$0.00
K. Safety Training			of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$5,692.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$4,130.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$103.25
T. Equipment Repairs		2.00%	of Equipment	$82.60
U. Equipment Yard Work		2.00%	of Equipment	$82.60
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$4,398.45**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 067
REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
	Stainless Steel Enclosure (2' x 2' x 6")	1	LS	$803.36	$803.36						0.00
	Piping, fittings, and flow gauges	1	LS	$3,887.51	$3,887.51		0.00		0.00		
	Misc. Piping Accessories	1	LS	$200.00	$200.00						
	Sampler Tank	1	LS	$3,132.74	$3,132.74		0.00		0.00		
	Foreman	16	HR		$0.00	$89.00	1,424.00		0.00		
	Labor Skilled x 3	48	HR		$0.00	$40.00	1,920.00		0.00		
	Superintendent	16	HR		$0.00	$116.00	1,856.00		0.00		
	Project Engineer	4	HR		$0.00	$90.00	360.00		0.00		0.00
	Project Manager	1	HR		$0.00	$132.00	132.00		0.00		
	Pickup Truck	2	DY		$0.00			$408.00	816.00		
	Rubber Tire Backhoe	2	DY		$0.00			$837.00	1,674.00		
	Hyd. Backhoe (Mini - 20K)	2	DY		$0.00			$820.00	1,640.00		
	Core Drill	1	LS	$750.00	$750.00						
		1	LS		$0.00						
					8,773.61		**5,692.00**		**4,130.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 070
Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 30 days.

TOTAL DAYS 30

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 070 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 071
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	6/23/2022
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: __071_____Other_Change Request _____

PCO TITLE and Description: This Change Order is for providing Knox Locking systems for gates at the back of plant site. Requested by Fire Marshall.

1. LABOR (See attached itemized breakdown)		$264.00
2. MATERIALS (See attached itemized breakdown)		$1,385.70
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$1,649.70**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$247.46
7. TOTAL DIRECT WORK		**$1,897.16**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$0.00**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$0.00
10. TOTAL SUBCONTRACTOR WORK		**$0.00**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$1,897.16**
12. BOND & INSURANCE: …… 0.00% of subtotal # 11		$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$1,897.16**

Reviewed By: _____Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 070

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$1,298.08
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$1,298.08
E. Sales Tax	Exempt	6.75%	of D	$87.62
F. TOTAL MATERIAL				**$1,385.70**
LABOR COST				
G. Labor (From takeoff worksheet)				$264.00
H. Small Tools			of Labor	$0.00
I. Clean-up			of Labor	$0.00
J. Safety			of Labor	$0.00
K. Safety Training			of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$264.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 067 REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
	Knox Model 3200, Black Surface Mount	1	LS	$1,298.08	$1,298.08						0.00
	Labor - Skilled	1	HR		$0.00	$40.00	40.00		0.00		
	Foreman	1	HR		$0.00	$89.00	89.00		0.00		
	Pickup Truck	1	HR		$0.00	$135.00	135.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			DY		$0.00				0.00		
			DY		$0.00				0.00		
			DY		$0.00				0.00		
			LS		$0.00						
			LS		$0.00						
					1,298.08		**264.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 071
Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 30 days.

TOTAL DAYS 30

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 071
Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

FIRE · SECURITY

KNOX QUOTATION

QUOTE # K0395

DATE: 6/22/2022

PROPERTY: NE Brunswick Wastewater Treatment Plant
10480 Rowster Rd
Navassa, NC 28451

TO: TA Loving Co.
400 Pate Town Rd
Goldsboro, NC 27530
Chris Reeves
919-920-3585
creeves@taloving.com

Product	Qty	Cost per unit	Total
Knox Model 3200, Black Surface Mount	2	$ 466.00	$ 932.00
Knox Model 3781 3” Exterior Padlock	2	$ 142.00	$ 284.00
Tax 6.75%			$ 82.08
Total			$ 1298.08

THIS QUOTATION INCLUDES THE FOLLOWING

Shipping

Additional information:

Fire departments are allowed up to 30 days to approve Knox equipment sales within jurisdictions where approval is required before product may be sold.

If installation services are being provided as part of this quotation patching and painting of sheet rock is not included as part of this proposal. All Knox material must be paid in full before pick-up, delivery, or installation.

FIRE · SECURITY

WE THANK YOU FOR THE PRIVILEGE OF SUBMITTING THIS QUOTE.

All work to be scheduled upon receipt of signed quotation or separate purchase order.

PURCHASER'S WRITTEN EXECUTION OF THIS QUOTATION SHALL CONSTITUTE ACCEPTANCE THEREOF AND SHALL BE DEEMED TO FORM A WRITTEN CONTRACT BETWEEN THE PARTIES THAT SPECIFICALLY INCLUDES ALL TERMS AND CONDITIONS SET FORTH ON PAGE (S) OF THIS QUOTATION.

Customer
Name:

_____ _____
Signature **Date**

_____
Print Name

Counter-Signed
VSC Fire & Security, Inc.

_____ _____
Signature **Date**

_____
Print Name

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 072
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	7/14/2022
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: __072_____Other_Change Request _____

PCO TITLE and Description: This Change Order is for replacing existing gate access controller with a new one per the Fire Marshall's request in order to get a CO.

1. LABOR (See attached itemized breakdown)	$0.00
2. MATERIALS (See attached itemized breakdown)	$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)	$0.00
4. TIME EXTENSION FIELD COSTS** 0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK	**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK 15%	$0.00
7. TOTAL DIRECT WORK	**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	Gate Access Controller	7/11/2022	$13,470.00

8. SUB-TOTAL SUBCONTRACTOR WORK:	**$13,470.00**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK 5%	$673.50
10. TOTAL SUBCONTRACTOR WORK	**$14,143.50**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK	**$14,143.50**
12. BOND & INSURANCE: ……. 0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST	**$14,143.50**

Reviewed By: _____Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 072

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools			of Labor	$0.00
I. Clean-up			of Labor	$0.00
J. Safety			of Labor	$0.00
K. Safety Training			of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 067 REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
		1	LS		$0.00						0.00
		1	HR		$0.00		0.00		0.00		
		1	HR		$0.00		0.00		0.00		
		1	HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			DY		$0.00				0.00		
			DY		$0.00				0.00		
			DY		$0.00				0.00		
			LS		$0.00						
			LS		$0.00						
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 072
Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 0 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 072 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

From: lelandb@meltonelectric-sc.com
Sent: Monday, July 11, 2022 4:57 PM
To: Chase Hartley
Cc: David Pittman; lelandb@meltonelectric-sc.com; 'Larry Melton'
Subject: Northeast second gate access controller

Chase, I can provide a second gate access controller, same as what we've installed on new gate, except no camera, for $13,470.00.

There's been significant cost increase since the last one was purchased last November.

Let me know asap how to proceed.

Leland

Melton Electric, Inc.

Leland W. Burnham Jr.
Project Manager
111 Jacob Lane
Myrtle Beach, SC. 29579
843.236.3030 Office
843.236.3040 Fax
843.458.4814 Cell
lelandb@meltonelectric-sc.com
burnhamenergy@aol.com

"The challenge of leadership is to be strong, but not rude; be kind, but not weak; be bold, but not bully; be thoughtful, but not lazy; be humble, but not timid; be proud, but not arrogant; have humor, but without folly."

1667 Dividend Loop | Myrtle Beach, SC 29577
PHONE: 843.839.3335
SC LICENSE #: FAC 13657

Proposal:

Northeastern Water Treatment Plant

Prepared by:

Star Life Safety

QUOTATION:

Mircom Access Control
Parts and Smarts

Delivered on:

June 30, 2022

Project Number:

CONFIDENTIAL: THIS DOCUMENT AND ALL PLANS AND SPECIFICATIONS RELATING HERETO CONSTITUTE PROPRIETARY AND CONFIDENTIAL INFORMATION OF STAR LIFE SAFETY (STAR LIFE SAFETY) AND ARE SUBJECT TO A CONFIDENTIALITY AGREEMENT BETWEEN STAR LIFE SAFETY AND THE RECIPIENT HEREOF. THIS DOCUMENT AND ALL PLANS AND SPECIFICATIONS RELATING HERETO MAY NOT BE USED, COPIED OR DISTRIBUTED WITHOUT THE EXPRESS, PRIOR WRITTEN CONSENT OF STAR LIFE SAFETY.

Proposal #	**2022061**
Date:	6/30/2022

Proposal Contact:	Ashlee Blas
Address:	1667 Dividend Loop Myrtle Beach, SC 29577
Email Address:	Ashlee@starlifesafety.com
Phone Number:	(843)516-3033

Project Name	Northeastern Water Treatment Plant

Scope of Work

Provide Parts & Smarts Access Control system based off a detailed email outlining what is needed provided by Leland with Melton Electric to include the following:

- Keypad access, proximity
- Ability to operate gate controller (2 wire control, type C contacts)
- "Yelp" capabilities for fire/police access.
- Gooseneck and all mounting appurtenances to make a complete system.
- Transformer for LV wiring.
- Gate access controller
- Provide equipment and conduct programming.
- A one-year warranty on all equipment provided by Star Life Safety.
- State and County Taxes.
- Normal Shipping Charges.

Star Life Safety Responsibilities

- Star Life Safety will provide, program and test for the systems listed within the general scope of work.

Electrical Contractor Responsibilities

- EC to provide and install conduit, wire for gate opener controls, Cat 6 and 120v power feed to new gate access panel.
- Contractor is responsible for installation of all conduit, sleeves, raceways, back boxes, all equipment listed above, and any necessary wiring.

Inclusions:

- Freight.
- Project Management for Star Life Safety Scope of work.
- System Commissioning.
- Providing Star Life Safety Access Control equipment
- One (1) year warranty of equipment provided by Star Life Safety.
- Programming.

Exclusions

- Full time Project Manager (PM). PM labor to support on-site meeting, material procurement, subcontractor coordination and project administrative tasks.
- Per-project aggregate insurance. Please add $2,500 if required.
- Patching, painting, and cleanup.
- Performance or payment bonds.
- Overtime and weekend hours.
- OCIP/CCIP cost credits.
- Cost associated with schedule acceleration.
- Scaffolding or lifts (except as specifically noted).
- Professional Engineered (PE) Stamped drawings.
- Spare parts unless otherwise noted.
- Configuration or startup of any 3rd party system not provided by Star Life Safety.
- Cost associated with multiple trips to the job site due to in-completion by others.
- Modification of any existing Card Access system unless specified in scope of work.
- Conduit, raceway, electrical boxes, and supports.
- Knox Box, door lock release, or Fire Alarm interface.
- Dedicated phone lines (if required for monitoring).
- Phasing excluded unless specified in scope of work.
- Camera or camera capabilities.
- Proximity badges.
- Camera or camera capabilities.
- Proximity badges.

Purchase Orders

If your company / organization requires purchase orders (PO's) before making payments to STAR LIFE SAFETY for products & services, please email them to john@starfireny.com & johnny@starfireny.com or fax them to 843.839.3336

P.O. Number: _____

P.O. Amount: _____

Tax Exempt Information

Is your organization tax exempt? * YES NO

If yes, please provide your tax-exempt number or reseller number.

Tax exempt number: _____

Reseller number: _____

*If applicable law exempts a product or service from a tax, then STAR LIFE SAFETY will not collect such tax if you provide STAR LIFE SAFETY with a valid and proper tax exemption certificate as authorized by the appropriate taxing authority.

BILL TO ADDRESS		SHIP TO ADDRESS	
Name		Name	
Address 1		Address 1	
Address 2		Address 2	
Address 3		Address 3	
Attention		Attention	
Phone #		Phone #	
Email address		Email address	

TERMS & CONDITIONS will follow this document

- This Proposal is Valid for 30 Days.
- Price does not include any fees to AHJ. All fees to be paid at cost.
- One year warranty against defects in materials.
- All programming & testing will be done during normal business hours (8:00 am-4:00 pm).
- S & H is based on Ground Shipping. If other is required; actual will be reflected on the invoice.
- Price does not include electrical installation or the relocation of any existing devices for the above Access Control system.
- This quotation is for the material specified above, if additional equipment is needed or required, it will be supplied at an additional cost.
- Payment Terms: Net 30 Days. Payment is due upon receipt of invoice not to exceed 30 days. A finance charge of 5.5% per month will be applied to all outstanding balances, aged in excess of 30 days.
- Collection: In the event that the customer fails to make payment to STAR LIFE SAFETY, Customer will have 15 days to cure such nonpayment. In the event that customer fails to cure any nonpayment within said 15 days, customer's account shall be turned over for collection and customer shall pay interest plus collection fees in the amount of $1,500. Also, customer will be responsible for any legal fee incurred; STAR LIFE SAFETY reserves the right to use any resources available to secure delinquent account balance.
- Acceptance of Proposal – Once the above price, specifications, and conditions are satisfactory and are hereby accepted; providing us with a purchase order number, authorization to perform work or signature shall bind this agreement, beginning from the date issued or signed.

Total Fire Alarm Quote Price:	$10,100.00

Customer Signature Name / Title Date

Thank you for the opportunity to present this quotation. We appreciate your business and the confidence you have placed in us. Please do not hesitate to contact us should you require any further assistance.

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 055
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	10/22/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: __055_____Other_Change Request _____

PCO TITLE and Description: This Change Order is for adding a 120V circuit for control panel power to both ACS CP and TDF-LCP-51000. This effected the schedule by 5 days.

1. LABOR (See attached itemized breakdown)	$0.00
2. MATERIALS (See attached itemized breakdown)	$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)	$0.00
4. TIME EXTENSION FIELD COSTS** 0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK	**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK 15%	$0.00
7. TOTAL DIRECT WORK	**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	ACS Control Panel	10/1/2021	$4,070.44

8. SUB-TOTAL SUBCONTRACTOR WORK:	**$4,070.44**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK 5%	$203.52
10. TOTAL SUBCONTRACTOR WORK	**$4,273.96**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK	**$4,273.96**
12. BOND & INSURANCE: ……. 0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST	**$4,273.96**

Reviewed By: _____Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 055

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 055 REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
			LS		$0.00						0.00
			LS		$0.00						
			LS		$0.00						
			LS		$0.00		0.00				
			HR		$0.00		0.00				
			HR		$0.00		0.00				
			HR		$0.00				0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 055 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 5 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 055 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

10/1/2021

GC: TA Loving

David Pittman

From: Leland Burnham **CO-28 LB** **RE: ACS control panel**

Job Name: Northeast WWTP ***Note, no sun sheild included in this CO.**

40 61 93-001.A: Indicates ACS panel shall be installed in place of TDF-LCP-51000, all local raceways alloted for TDF-LCP-51000 are to be routed to ACS. E2.17 & E2.18 indicates TDF-LCP-51000 as CP w/ ACS receptacle.

46 61 46-001.B, indicates Vendor shall provide submittal for TDF-LCP-51000 in compliance with contract docs.

Kruger provided a separate ACS control panel. Peidmont provided separate TDF-LCP-51000 control panel.

Additionally a dedicated 120V circuit was added for control panel power to both ACS CP and TDF-LCP-51000.

Add 1.25" c UG from ACS to manhole for PLC-2 wiring originally routed direct to TDF-LCP-51000.

Coordinate wiring changes with Peidmont and Owner so they can revise drawings and program I/O.

Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
Aluminum rack w/ backplate 6" Chanel	1		225.00	225.00	4.000	4.00	63.74	254.96
SS hardware, nuts, washers, etc. racks	1		20.00	20.00	1.500	1.50	63.74	95.61
SS wedge anchors	6		4.60	27.60	0.200	1.20	63.74	76.49
Mount ACS control panel drill plate, etc	1		0.00	0.00	2.150	2.15	63.74	137.04
1 5/8" SS kindorf	10		9.35	93.50	0.175	1.75	63.74	111.55
3/4" SS kindorf straps	4		2.75	11.00	0.100	0.40	63.74	25.50
3/4" RAL conduit field cut / thread	15		1.65	24.75	0.300	4.50	63.74	286.83
3/4" RAL field bend	3		0.00	0.00	0.500	1.50	63.74	95.61
3/4" AL coupling	2		2.39	4.78	0.100	0.20	63.74	12.75
3/4" AL meyers hubs	5		9.95	49.75	0.500	2.50	63.74	159.35
Panel and J box KO	5		0.99	4.95	0.250	1.25	63.74	79.68
8 x 8 x 4 SS 4X	1		140.00	140.00	0.650	1.25	63.74	79.68
#12 XHHW (2) 120V Circuits	640		0.25	160.00	0.005	3.20	63.74	203.97
Small wire terminations 120V cir.	12		1.90	22.80	0.100	1.20	63.74	76.49
1.25" SS kindorf straps	2		3.10	6.20	0.100	0.20	63.74	12.75
1.25" RAL field cut / thread	10		2.00	20.00	0.400	4.00	63.74	254.96
1.25" RAL ell	1		14.00	14.00	0.300	0.30	63.74	19.12
1.25" AL coupling	1		3.60	3.60	0.100	0.10	63.74	6.37
1.25" AL meyers hub	1		7.50	7.50	0.650	0.65	63.74	41.43
1.25" Panel KO	1		0.99	0.99	0.350	0.35	63.74	22.31
1.25" PVC UG	35		2.52	88.20	0.040	1.40	63.74	89.24
1.25" PVC FA	1		0.45	0.45	0.100	0.10	63.74	6.37
1.25" PVC coupling	1		0.45	0.45	0.100	0.10	63.74	6.37
1.25" Field bend / hot box	2		0.00	0.00	0.600	1.20	63.74	76.49
1.25" Bell end	1		2.54	2.54	0.150	0.15	63.74	9.56
Test / Debug	1		0.00	0.00	1.000	1.00	63.74	63.74
Start up	1		0.00	0.00	2.000	2.00	63.74	127.48
Phenolic Equipment ID legend	1		9.99	9.99	0.250	0.25	63.74	15.94
SS hardware 3/16" bolt, nut washers	1		3.00	3.00	0.250	0.25	63.74	15.94
	0		0.00	0.00	0.000	0.00	63.74	0.00
Total Material				941.05		38.65		2463.55
Tax On Material				84.69				
Total Material & Tax				1025.74				
Total Labor				2463.55				
Total Material & Labor				3489.30				
Quote Freight / Seimens Quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				174.46				
Profit				366.38				
Bond cost				40.30				
Total Change Order Cost				**4,070.44**				

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 074
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	9/22/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: __055_____Other_Change Request _____

PCO TITLE and Description: This Change Order is for adding a reversing function to the ATAD Reactor Central Mixers.

1. LABOR (See attached itemized breakdown)	$0.00
2. MATERIALS (See attached itemized breakdown)	$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)	$0.00
4. TIME EXTENSION FIELD COSTS** 0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK	**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK 15%	$0.00
7. TOTAL DIRECT WORK	**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	Central Mixer Reversing	9/22/2021	$9,091.09

8. SUB-TOTAL SUBCONTRACTOR WORK:	**$9,091.09**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK 5%	$454.55
10. TOTAL SUBCONTRACTOR WORK	**$9,545.64**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK	**$9,545.64**
12. BOND & INSURANCE: ……. 0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST	**$9,545.64**

Reviewed By: _____Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 074

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 074 REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
			LS		$0.00						0.00
			LS		$0.00						
			LS		$0.00						
			LS		$0.00		0.00				
			HR		$0.00		0.00				
			HR		$0.00		0.00				
			HR		$0.00				0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 074
Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 5 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 074
Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

9/22/2021

GC: TA Loving

David Pittman

From: Leland Burnham — **CO-34- LB** — **RE: Central Mixer Reversing**

Job Name: Northeast WWTP — **ATAD Central Mixer 91051 & 91052**

Per Krueger equipment function description, add reversing function to ATAD reator mixer motors 91051 & 91052
Change out (2) existing HOA stations, install 4 port SS 4X boxes, pilot lamps, selector switches and placards.
Use existing wiring pulled to existing HOA. Add (4) control wires from PLC-2 to each MCC bucket, no charge.
Seimens to program drives for reverse function and revise internal wiring at (2) MCC buckets for mixer motors.
Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
Seimens Change Order	1		4000.00	4000.00	1.000	1.00	63.74	63.74
4 Port SS 4X Control station	2		534.87	1069.74	1.000	2.00	63.74	127.48
Selector switches / rated WP	2		183.10	366.20	0.500	1.00	63.74	63.74
Auxiallary contact blocks	4		112.25	449.00	0.440	1.76	63.74	112.18
Forward "green" pilot lamp	2		155.77	311.54	0.400	0.80	63.74	50.99
Reverse "blue" pilot lamp	2		155.77	311.54	0.400	0.80	63.74	50.99
Forward placard / engraved legend	2		5.35	10.70	0.100	0.20	63.74	12.75
Reverse placard / engraved legend	2		5.35	10.70	0.100	0.20	63.74	12.75
Replace lense covers . Owner colors	4		21.40	85.60	0.250	1.00	63.74	63.74
Forward / Reverse placard / legend	2		5.35	10.70	0.100	0.20	63.74	12.75
Demo existing / unwire, remove CS	2		0.00	0.00	0.000	0.00	0.00	N/C
Add (4) control wiring PLC to (2) MCC	8		0.00	0.00	0.000	0.00	0.00	N/C
Small wire terminations / labels	22		0.00	0.00	0.000	0.00	0.00	N/C
(BOM annotated herein confirmed by Owner)								
(Local pilot light signal from selector switch @ CS only, not MCC driven)								
(Repurpose leak seal detection wires for added functions herein at CS)								
(Any work performed by other than Seimens technician on drives voids warranty, per Seimens.)								
(Previously submitted credit COR 23 LB for deletion of CP 98500 and 98600 is now NULL and Void)								
Total Material				6625.72		8.96		571.11
Tax On Material				596.31				
Total Material & Tax				7222.03				
Total Labor				571.11				
Total Material & Labor				7793.15				
Quote Freight / Seimens Quote				0.00				
quote				0.00				
quote				0.00				
quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				389.66				
Profit				818.28				
Bond cost				90.01				
Total Change Order Cost				**9,091.09**				

REQUEST FOR CHANGE PROPOSAL (RCP)

To:	TA Loving Inc.	RCP No.:	**RCP-37**
	400 Patetown Rd	Date:	November 11, 2021
	Goldsboro, NC 27530	Project:	Northeast WWTP Plant Expansion
Att.	Mr. David Pittman	Owner:	Brunswick County Public Utilities

Description of Change: MCC, VFD, FVNR, and RVSS Wiring Additions

As discussed by Siemens Rep., BCPU Staff, and the Engineer EE, installed panels require modifications to function as necessary for the intended application. The attached sketches identify those modification/addition necessary to facilitate the modifications/additions.

Provide and install modifications/additions as indicated.

Attachments: **RCP 37 SK-1 THRU 5**

Pricing:

Provide a detailed cost breakdown for the requested change in accordance with Contract Requirements.

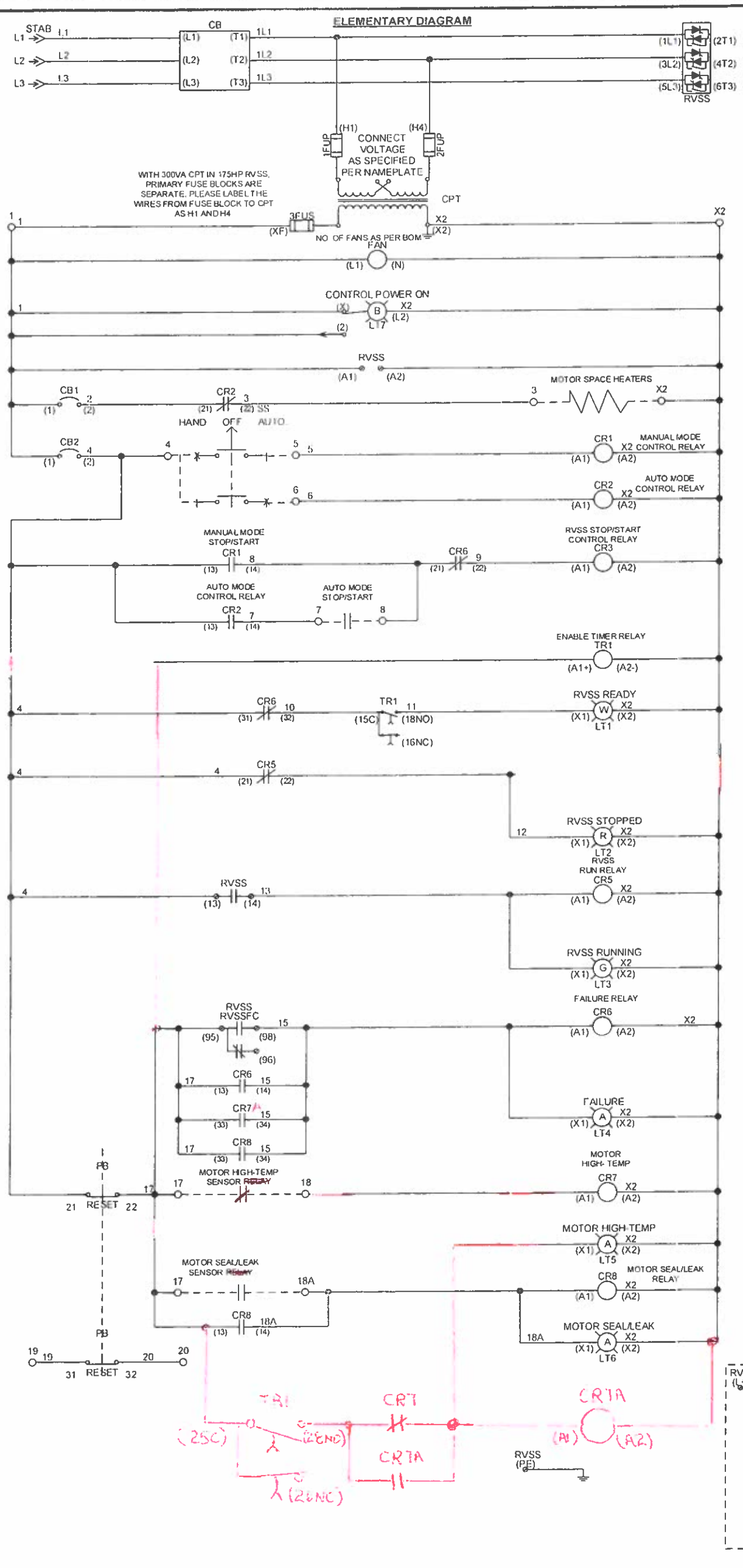
The proposed changes described herein are being considered for the above-noted project. Please advise us promptly of your proposed change in contract price and time to accomplish this work. Note that this is not an order to proceed with the proposed change. Notice-to-proceed will be issued later in the form of a Change Order, if it is decided to proceed with this change.

Owner/Representative

Cc: James Beachum, BCPU via/email
Tony Boahn PE, MCE via/email
File: M&C 00069-0047-63A

McKim and Creed 243 North Front Street Wilmington, NC 28401 (910) 343-1048 Fax: (910) 251-8282

RCP 37 SK-1



TITLE	CITY ELECTRIC SUPPLY COMPANY RVSS UNIT
DWG NO	3008215868WS
PRODUCT TYPE	TIASTAR
SHEET NO	1 OF
STATUS	AS BUILT
DRAWN BY	AG
APPROVED BY	AG

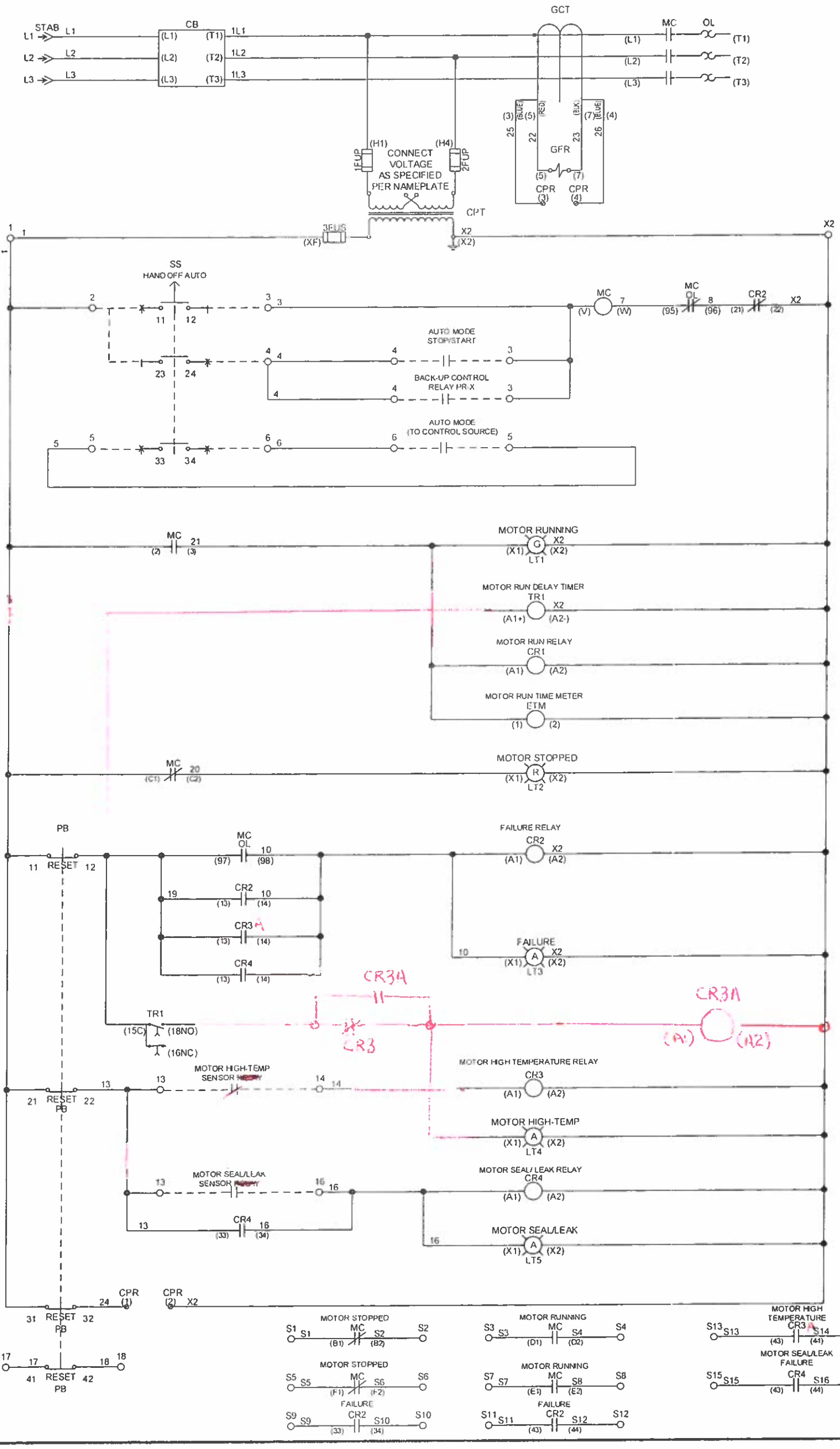
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04	AG	9/1/2020 R1 RELEASE
05	AG	9/8/2020 AS-BUILT DRAWINGS
06	AG	9/11/2020 REVISED SH1

CAD CAM DRAWING - DO NOT MANUALLY CHANGE

RCP 37 SK-2

ELEMENTARY DIAGRAM



TITLE	CITY ELECTRIC SUPPLY COMPANY SUBMERSIBLE MOTOR CONTROL SCHEMATIC FVNR SZ1
DWG NO	3008215868WG
PRODUCT TYPE	TASTAR
SHEET NO	1 OF 2
STATUS	AS BUILT
DRAWN BY	AG
APPROVED BY	AG

SIEMENS
Siemens Industry, Inc.

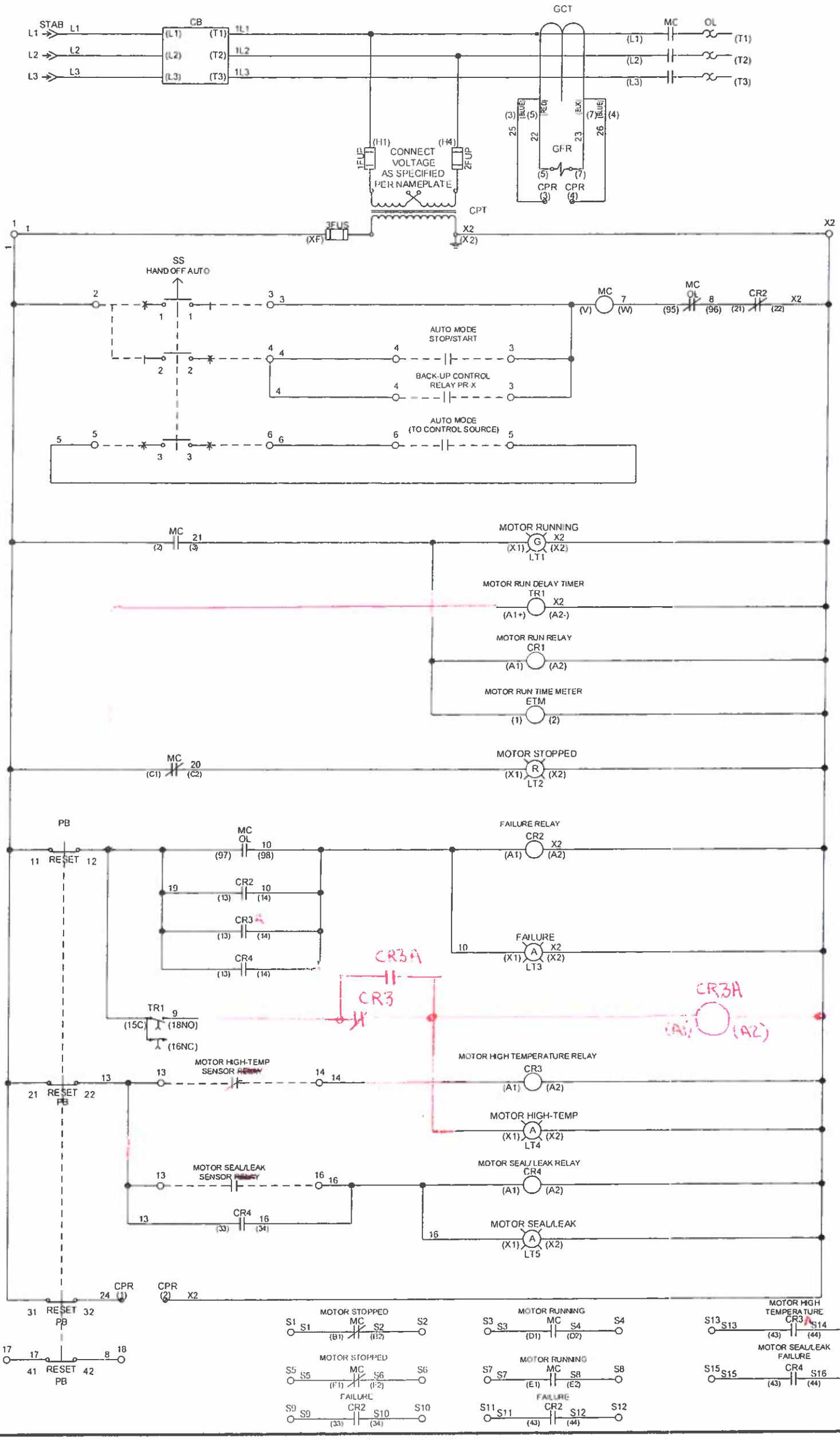
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04	AS-BUILT DRAWINGS	AG	9/30/2020
03	9/11 REVISED	AG	9/11/2020
02	9/8 REVISED	AG	9/8/2020
01	R1 RELEASE	AG	8/7/2020

CAD CAM DRAWING - DO NOT MANUALLY CHANGE

RCP 37 SK-3

ELEMENTARY DIAGRAM



TITLE	CITY ELECTRIC SUPPLY COMPANY SUBMERSIBLE MOTOR CONTROL SCHEMATIC FVNR S22
DWG NO	3008215868W7
SHEET NO	1 OF 2
PRODUCT TYPE	TIASTAR
STATUS	AS BUILT
DRAWN BY	AG
APPROVED BY	AG

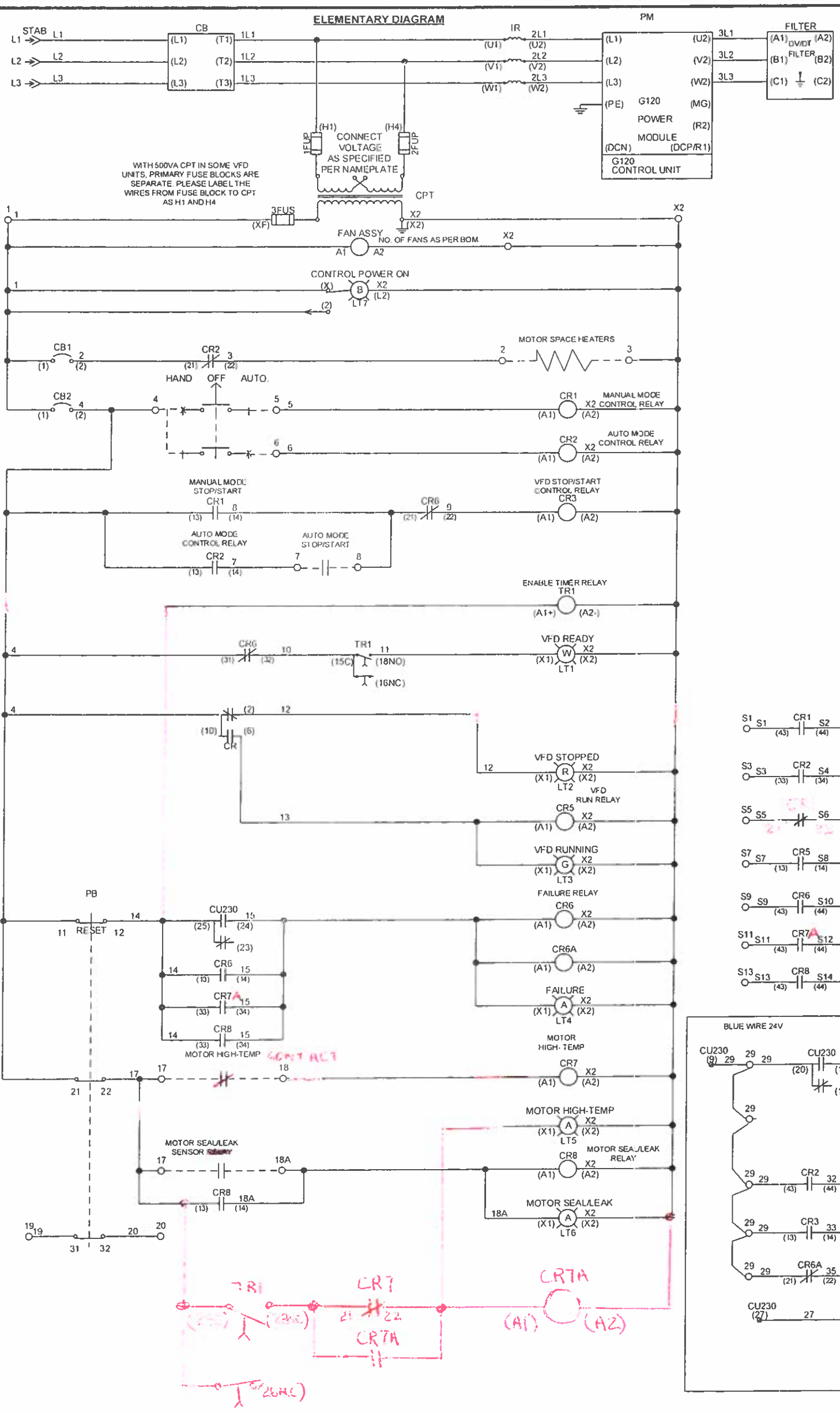
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Siemens Industry, Inc.

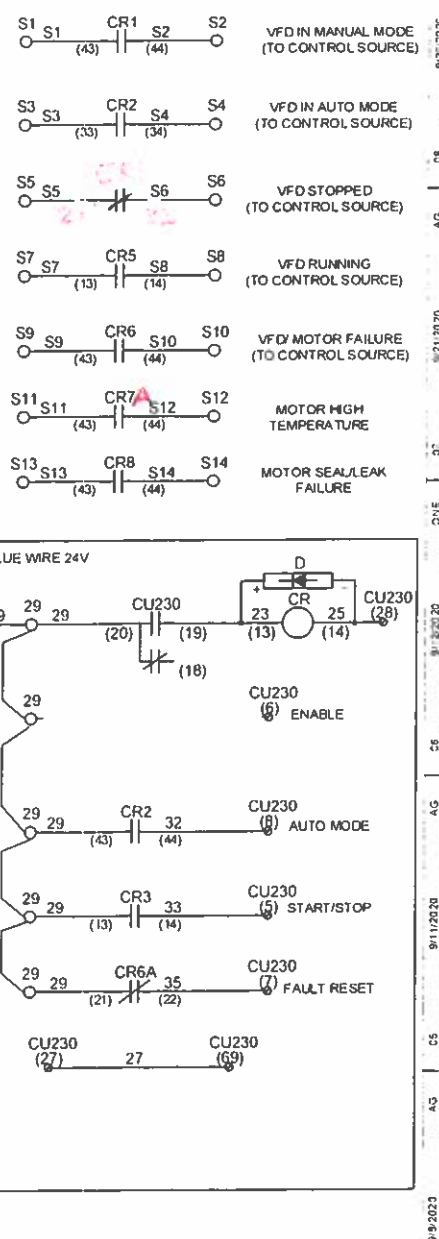
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CAD CAM DRAWING - DO NOT MANUALLY CHANGE

RCP 37 SK-4

ELEMENTARY DIAGRAM





SIEMENS
Siemens Industry, Inc.

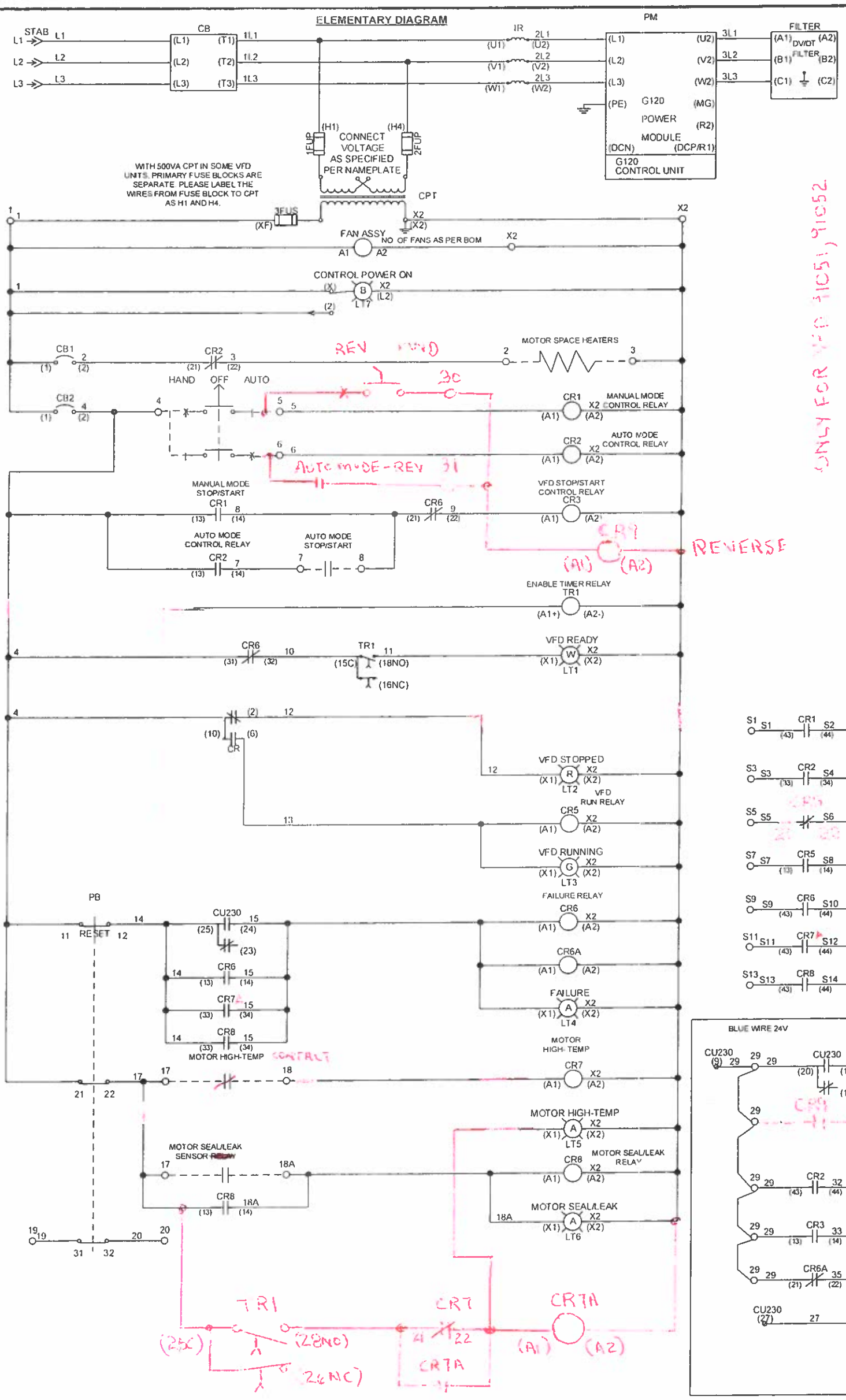
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TITLE: CITY ELECTRIC SUPPLY COMPANY VFD
DWG NO: 3008215868W8
SHEET NO: 1 OF 2
PRODUCT TYPE: TIASTAR
STATUS: AS BUILT
DRAWN BY: AG
APPROVED BY: AG

CAD CAM DRAWING - DO NOT MANUALLY CHANGE

RCP 37 SK-5

ELEMENTARY DIAGRAM



S1 S1 (43) CR1 (44) S2 — VFD IN MANUAL MODE (TO CONTROL SOURCE)

S3 S3 (33) CR2 (34) S4 — VFD IN AUTO MODE (TO CONTROL SOURCE)

S5 S5 CR5 S6 — VFD STOPPED (TO CONTROL SOURCE)

S7 S7 (13) CR5 (14) S8 — VFD RUNNING (TO CONTROL SOURCE)

S9 S9 (43) CR6 (44) S10 — VFD/ MOTOR FAILURE (TO CONTROL SOURCE)

S11 S11 (43) CR7 (44) S12 — MOTOR HIGH TEMPERATURE

S13 S13 (43) CR8 (44) S14 — MOTOR SEAL/LEAK FAILURE

CITY ELECTRIC SUPPLY COMPANY
VFD

TITLE

DWG NO 3008215868WB

SHEET NO 1 OF 2

PRODUCT TYPE TIASTAR

STATUS AS BUILT

DRAWN BY AG

APPROVED BY AG

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CAD CAM DRAWING - DO NOT MANUALLY CHANGE

AS BUILT DRAWINGS

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 057
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	11/29/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: __057_____Other_Change Request _____

PCO TITLE and Description: This Change Order is for modifications needed for the MCCs. RCP 37. This change order will effect the schedule by a minimum of 4 weeks.

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$0.00
7. TOTAL DIRECT WORK		**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	MCC Modifications	11/28/2021	$12,631.56

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$12,631.56**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$631.58
10. TOTAL SUBCONTRACTOR WORK		**$13,263.14**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$13,263.14**
12. BOND & INSURANCE: …… 0.00% of subtotal # 11		$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$13,263.14**

Reviewed By: _____Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 033

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 033
REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
			EA		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 057 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 1 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 057 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

From: Stacey Magnus <SMagnus@mckimcreed.com>
Sent: Thursday, December 2, 2021 8:55 PM
To: lelandb@meltonelectric-sc.com; Mason Goslee; Chase Hartley; David Pittman
Cc: james.beachum@brunswickcountync.gov; 'Larry Melton'; Tony Boahn; Stacey Magnus
Subject: RE: RCP 37 MCC Modifications Change Order

James

With that being the case then we're looking at 2 hours at each bucket at a rate of $125/hr which seems reasonable given travel lodging meals etc. Can we move forward with authorizing the work?

From: lelandb@meltonelectric-sc.com <lelandb@meltonelectric-sc.com>
Sent: Thursday, December 02, 2021 8:50 PM
To: Stacey Magnus <SMagnus@mckimcreed.com>; Mason Goslee <MGoslee@mckimcreed.com>; 'Chase Hartley' <chartley@taloving.com>; 'David Pittman' <dpittman@taloving.com>
Cc: james.beachum@brunswickcountync.gov; lelandb@meltonelectric-sc.com; 'Larry Melton' <Larrym@meltonelectric-sc.com>
Subject: RE: RCP 37 MCC Modifications Change Order

Stacey, the short answer, I believe, would be 39 devices at 2 hrs, min, each, would give you @labor units; 78 hours. That's just time in front of MCC's…

Additionally, is cost of said relays and misc. materials Siemens needs to procure, and then I'd figure there is hotel and travel expense as this is a separate SOW from setting up drives, etc to which I believe your alluding too.

I see Siemens taking 2+ weeks based on the premise outlined above just to facilitate these changes- then work will begin on start up, which is contract.

And FYI, we're having a hard time getting A tech, so I don't expect 2 to show up.

Leland

Melton Electric, Inc.

Leland W. Burnham Jr.
Project Manager
111 Jacob Lane
Myrtle Beach, SC. 29579
843.236.3030 Office
843.236.3040 Fax
843.458.4814 Cell
lelandb@meltonelectric-sc.com
burnhamenergy@aol.com

"The challenge of leadership is to be strong, but not rude; be kind, but not weak; be bold, but not bully;

be thoughtful, but not lazy; be humble, but not timid; be proud, but not arrogant; have humor, but without folly."

From: Stacey Magnus <SMagnus@mckimcreed.com>
Sent: Thursday, December 2, 2021 8:40 PM
To: 'Leland B' <lelandb@meltonelectric-sc.com>; Stacey Magnus <SMagnus@mckimcreed.com>; Mason Goslee <MGoslee@mckimcreed.com>; Chase Hartley <chartley@taloving.com>; David Pittman (dpittman@taloving.com) <dpittman@taloving.com>
Cc: james.beachum@brunswickcountync.gov
Subject: FW: RCP 37 MCC Modifications Change Order

Leland

We appreciate the additional documentation however how many days/ man hours are part of the quote? We understand what is being done however how many hours are we being requested to pay to be paid for? The additional cost really involves the additional time spent on the job site that is above and beyond that required by contract.

From: lelandb@meltonelectric-sc.com <lelandb@meltonelectric-sc.com>
Sent: Thursday, December 02, 2021 2:53 PM
To: Stacey Magnus <SMagnus@mckimcreed.com>; 'Chase Hartley' <chartley@taloving.com>
Cc: 'David Pittman' <dpittman@taloving.com>; lelandb@meltonelectric-sc.com; 'Larry Melton' <Larrym@meltonelectric-sc.com>
Subject: RE: RCP 37 MCC Modifications Change Order

All, please see attached RCP 37 / CO 42 LB revision #1 and supporting documentation requested.

I've also attached email excerpts below with SOW detailed from Siemens Field Services PM.

I anticipate this information, herein, with attachments, satisfactorily explains modifications required.

Regards

Leland

From: Greene, Doris (RC-US SI RAM Z7 OPS EOC FLD-E) <doris.greene@siemens.com>
Sent: Thursday, December 2, 2021 10:03 AM
To: Vaughn, Stuart (RC-US SI S&OP EIS R-EAST SME4) <stuart.vaughn@siemens.com>
Cc: Richard Smith (Richard.S.Smith@cityelectricsupply.com) <Richard.S.Smith@cityelectricsupply.com>
Subject: RE: BCPU NEW WWTP- RCP to address MCC issues

Stuart,

There are 39 total locations, which consist of VFD buckets, SSRV buckets and FVNR buckets. All buckets will require a design change in order to work properly and provide auto restart functionality.

This will require wiring changes and replacing one relay per style of bucket. Estimated time of 2 hours per location.

I've asked for the next available date for the site visit…will confirm shortly.

With best regards,

Doris Greene
Associate Project Manager
Electrical Services Operations Center
Smart Infrastructure - RAM

Siemens Industry, Inc
100 Technology Dr
Alpharetta, GA 30005
Mobile: 470-595-7862
Email: doris.greene@siemens.com
http://www.siemens.com <http://www.siemens.com/>

From: Vaughn, Stuart (RC-US SI S&OP EIS R-EAST SME4) <stuart.vaughn@siemens.com>
Sent: Thursday, December 2, 2021 9:06 AM
To: Greene, Doris (RC-US SI RAM Z7 OPS EOC FLD-E) <doris.greene@siemens.com>
Cc: Richard Smith (Richard.S.Smith@cityelectricsupply.com) <Richard.S.Smith@cityelectricsupply.com>
Subject: FW: BCPU NEW WWTP- RCP to address MCC issues

Just adding consultants notes..

From: Vaughn, Stuart (RC-US SI S&OP EIS R-EAST SME4)
Sent: Thursday, December 2, 2021 9:00 AM
To: Greene, Doris (RC-US SI RAM Z7 OPS EOC FLD-E) <doris.greene@siemens.com>
Subject: RE: BCPU NEW WWTP- RCP to address MCC issues

Doris, the EC has to write up a formal 'quotation' for the services change order attached. Can you send us a breakdown of the device counts and what is entailed for these changes. money amounts are not needed. Just a summary of what we will be doing.

Please confirm when we will have someone back out to do this also, if possible.

Thanks Doris and please call with any questions.

Stuart Vaughn

From: Vaughn, Stuart (RC-US SI S&OP EIS R-EAST SME4)
Sent: Tuesday, November 23, 2021 10:12 AM
To: Greene, Doris (RC-US SI RAM Z7 OPS EOC FLD-E) <doris.greene@siemens.com>
Subject: FW: BCPU NEW WWTP- RCP to address MCC issues

Melton Electric, Inc.
Leland W. Burnham Jr.
Project Manager
111 Jacob Lane
Myrtle Beach, SC. 29579
843.236.3030 Office
843.236.3040 Fax
843.458.4814 Cell
lelandb@meltonelectric-sc.com
burnhamenergy@aol.com
"The challenge of leadership is to be strong, but not rude; be kind, but not weak; be bold, but not bully; be thoughtful, but not lazy; be humble, but not timid; be proud, but not arrogant; have humor, but without folly."

From: Stacey Magnus <SMagnus@mckimcreed.com>
Sent: Wednesday, December 1, 2021 11:17 AM
To: Chase Hartley <chartley@taloving.com>; 'Leland B' <lelandb@meltonelectric-sc.com>
Cc: David Pittman <dpittman@taloving.com>; james.beachum@brunswickcountync.gov; Jason Gillentine <JGillentine@mckimcreed.com>; Tony Boahn <TBOAHN@mckimcreed.com>
Subject: RE: RCP 37 MCC Modifications Change Order

Chase

We need an itemized breakdown on the Siemens quote pls.

From: Chase Hartley <chartley@taloving.com>
Sent: Tuesday, November 30, 2021 9:21 AM
To: Stacey Magnus <SMagnus@mckimcreed.com>
Cc: David Pittman <dpittman@taloving.com>
Subject: RCP 37 MCC Modifications Change Order

Stacey,

See attached change order for MCC modifications needed per RCP 37.

Thanks,
Chase Hartley
Project Engineer
Utility Division
C:919-440-6890
TA LOVING
T. A. LOVING COMPANY
400 PATETOWN ROAD | GOLDSBORO, NORTH CAROLINA 27530
919.734.8400 (T) | 919.736.2148 (F)

Disclaimer

This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this e-mail in error please notify the system manager. Please note that any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the company. Finally, the recipient should check this e-mail and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this e-mail.

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T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 076
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	9/17/2022
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: __076_____Other_Change Request _____

PCO TITLE and Description: This Change Order is for additional bond that was not added on to change orders throughout the job.

1. LABOR (See attached itemized breakdown)	$0.00
2. MATERIALS (See attached itemized breakdown)	$9,397.47
3. EQUIPMENT/OTHER (See attached itemized breakdown)	$0.00
4. TIME EXTENSION FIELD COSTS** 0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK	**$9,397.47**
6. OVERHEAD & PROFIT ON DIRECT WORK 0%	$0.00
7. TOTAL DIRECT WORK	**$9,397.47**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	

8. SUB-TOTAL SUBCONTRACTOR WORK:	**$0.00**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK 5%	$0.00
10. TOTAL SUBCONTRACTOR WORK	**$0.00**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK	**$9,397.47**
12. BOND & INSURANCE: ……. 0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST	**$9,397.47**

Reviewed By: _____Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 076

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$9,397.47
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$9,397.47
E. Sales Tax	Exempt		of D	$0.00
F. TOTAL MATERIAL				**$9,397.47**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 076
REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
	Additional Bond	1	LS	$9,397.47	$9,397.47						0.00
			LS		$0.00						
			LS		$0.00						
			LS		$0.00		0.00				
			HR		$0.00		0.00				
			HR		$0.00		0.00				
			HR		$0.00				0.00		
					9,397.47		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 076 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 5 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 076 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

400 Patetown Rd
Goldsboro, NC 27530
919.734.8400
NC GC No. 325

September 15, 2022

James Beachum
Brunswick County Public Utilities
PO Box 249
Bolivia, NC 28422

RE: NE Brunswick Regional Water Reclamation Facility 2.5 MGD Expansion

Dear Mr. Beachum:

In response to your request for additional bond and insurance premium information; we offer the following:

The Bonding Company has indicated there will be no additional charges to keep the contract open. However, in determining this information; it was discovered that the bond/insurance 1 ½% fee associated with each change order was not calculated when change order proposals were submitted on the project. Based on Change Orders 1 and 2 and the anticipated Change Order no 3 which will take the contract value to $42,299,728 – the following additional charges are due.

Additional Bond/Insurance Premium Charge $9,397.47

Please advise if there are any questions.

Sincerely,

T. A. Loving Company

David Pittman
Vice President/Project Manager

400 Patetown Rd
Goldsboro, NC 27530
919.734.8400
NC GC No. 325

September 15, 2022

James Beachum
Brunswick County Public Utilities
PO Box 249
Bolivia, NC 28422

RE: NE Brunswick Regional Water Reclamation Facility 2.5 MGD Expansion

Dear Mr. Beachum:

In response to your request for additional bond and insurance premium information; we offer the following:

The Bonding Company has indicated there will be no additional charges to keep the contract open. However, in determining this information; it was discovered that the bond/insurance 1 ½% fee associated with each change order was not calculated when change order proposals were submitted on the project. Based on Change Orders 1 and 2 and the anticipated Change Order no 3 which will take the contract value to $42,299,728 – the following additional charges are due.

Additional Bond/Insurance Premium Charge $9,397.47

Please advise if there are any questions.

Sincerely,

T. A. Loving Company

David Pittman
Vice President/Project Manager

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # V. - 17.

From:
Donald Dixon

Utilities - Lakeside Vortex Grit Removal-ClearWater (Donald Dixon - Deputy Director)

Issue/Action Requested:
Request that the Board of Commissioners approve a Resolution Authorizing Purchase under the Sole Source Exception to the bidding requirements in accordance with NCGS 143-129 (e) (6) and approve the purchase of replacement parts and new pieces of equipment from Clearwater, Inc., for proprietary Lakeside Equipment Corporation's systems used in wastewater treatment.

Background/Purpose of Request:
The West Brunswick Regional Wastewater Treatment Plant is designed to treat 6 million gallons of wastewater per day and utilizes a Lakeside proprietary treatment system and replacement parts or new pieces of equipment associated with the system are required from time to time. In accordance with NCGS 143-129(e)(6) bidding exceptions may be granted to the local government for direct purchase when a needed product is available from only one source of supply. ClearWater Inc., is the Sole Source representative for all Lakeside equipment (Sole Source letter attached). The Bidding Exception list has been updated to reflect this addition.
Staff recommends approval of the Resolution Authorizing Purchase under Sole Source Exception in accordance with NCGS 143-129 (e) (6).

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners approve a Resolution Authorizing Purchase under the Sole Source Exception to the bidding requirements in accordance with NCGS 143-129 (e) (6) and approve the purchase of replacement parts and new pieces of equipment from Clearwater, Inc., for proprietary Lakeside Equipment Corporation's systems used in wastewater treatment.

ATTACHMENTS:

Description

- Sole Source Letter
- Sole Source Justification Form
- Sole Source Resolution
- Supplier Agreement

LAKESIDE EQUIPMENT CORPORATION
Water Purification Since 1928

1022 E. Devon Avenue | P.O. Box 8448 | Bartlett, IL 60103
T: 630-837-5640 | **F:** 630-837-5647 | **E:** sales@lakeside-equipment.com
www.lakeside-equipment.com

DATE: September 27, 2022

SUBJECT: Lakeside Representation through 12/31/2025

Dear Sir or Madam,

ClearWater, Inc. is the sole source for Lakeside Equipment Corporation replacement parts and new pieces of equipment for North Carolina and South Carolina.

Please let me know if you need any more information from me or if you have questions.

Regards,



Tom Larsen
Regional Sales Manager
LAKESIDE EQUIPMENT CORPORATION

SOLE SOURCE JUSTIFICATION FORM

Pursuant to N.C.G.S. § 143-129(e)(6), under certain circumstances, the procurement of goods may be exempt from competitive bidding requirements.

The undersigned requests that competitive procurement be waived for the goods listed below and that the vendor identified be authorized as a sole source for the goods.

Goods: **Lakeside Equipment Corporation Replacement Parts and New Pieces of Equipment**

Recommended Sole Source Vendor:

Company Name: Clearwater, Inc.
Contact Name: Cindy Lackey
Address: PO Box 1469
City, State, Zip: Hickory, NC 28603

Competition for the above-referenced goods is precluded based on the following: (***Check all that apply. Attach detailed justification and supporting documentation.)***

☒ The needed product is only available from a single source.

☐ Performance or price competition for the product are not available.

☒ The specific product from the vendor is necessary for standardization or compatibility.

☐ The needed product is proprietary to the vendor.

☐ Other: _____

Expected Amount of Procurement: $76,166.13

Term: ☐ One Time Purchase ☒ Ongoing Purchase

I certify that the above information is true and accurate to the best of my knowledge and that I have no financial or other beneficial interest in the vendor or goods. I have attached all relevant documentation and justification for this request.

Trent Murphy
Requestor

09/22/2022
Date

APPROVED:

Department Head

9/22/2022
Date

County Attorney

9/26/2022
Date

Director of Fiscal Operations

9/27/2022
Date

LAKESIDE EQUIPMENT CORPORATION
Water Purification Since 1928

1022 E. Devon Avenue | P.O. Box 8448 | Bartlett, IL 60103
T: 630-837-5640 | **F:** 630-837-5647 | **E:** sales@lakeside-equipment.com
www.lakeside-equipment.com

DATE: September 27, 2022

SUBJECT: Lakeside Representation through 12/31/2025

Dear Sir or Madam,

ClearWater, Inc. is the sole source for Lakeside Equipment Corporation replacement parts and new pieces of equipment for North Carolina and South Carolina.

Please let me know if you need any more information from me or if you have questions.

Regards,

Tom Larsen
Regional Sales Manager
LAKESIDE EQUIPMENT CORPORATION

County of Brunswick

Office of the County Commissioners

**RESOLUTION AUTHORIZING PURCHASE OF
LAKESIDE EQUIPMENT CORPORATION
SPIRAGRIT VORTEX GRIT CHAMBER SYSTEM
UNDER SOLE SOURCE EXCEPTION TO FORMAL BIDDING REQUIREMENTS**

WHEREAS, N.C.G.S 143-129(e)(6), Procedure for Letting of Public Contracts, allows for the waiver of formal bidding requirements for purchases of apparatus, supplies, materials, or equipment when performance or price competition for a product are not available, or a needed product is available from only one source of supply, or standardization or compatibility is the overriding consideration; and

WHEREAS, the West Brunswick Regional Wastewater Treatment Plant is designed to treat six (6) million gallons of wastewater per day utilizing a proprietary treatment system from Lakeside Equipment Corporation; and

WHEREAS, replacement parts or new pieces of equipment associated with the treatment system are required from time to time; and

WHEREAS, Lakeside Equipment Corporation proprietary parts and equipment are required for compatibility with the existing system; and

WHEREAS, ClearWater, Inc. is the sole source provider of Lakeside Equipment Corporation replacement parts and new equipment in North Carolina; and

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

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

Adopted this the 3rd day of October, 2022.

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____
Daralyn Spivey, NCCCC
Clerk to the Board

NORTH CAROLINA

SUPPLIER AGREEMENT

BRUNSWICK COUNTY

THIS SUPPLIER 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 ClearWater, Inc., (hereinafter referred to as "Supplier"), party of the second part.

WITNESSETH:

1. GOODS; PRICING

The goods to be purchased under this Agreement (hereinafter referred to collectively as "Goods") and the agreed upon price(s) for said Goods are set forth on the Quote attached hereto as Exhibit "A" and incorporated herein by reference.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on October 3, 2022 (the "Effective Date") and continues in effect until April 2, 2023, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to the Supplier. As soon as practicable after receipt of a written notice of termination without cause, Supplier shall submit a statement to the County showing in detail any Goods purchased under this Agreement for which payment has not been made through the effective date of termination. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Supplier if Supplier 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 Supplier, or has a receiver or trustee appointed for substantially all of its property, or if Supplier 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 Supplier of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

(1) **TOTAL CHARGES.** The County agrees to pay the price(s) for the Goods specified in the Price List or other document set forth on Exhibit "A" or as set out above. These prices constitute the maximum total charges payable to the Supplier for the Goods, and such prices shall not be increased except as permitted herein.

(2) **PRICE PROTECTION.** Supplier warrants that the prices extended to the County under this Agreement are comparable to or better than those being offered to any other customer purchasing similar quantities of the same or similar Goods. During the term of this Agreement, if Supplier enters into a contract with another entity that provides more favorable pricing and terms than this Agreement, then County shall be promptly notified of such changes to the pricing, and Supplier shall be obligated to provide the same to County for subsequent purchases. During the term of this Agreement, if lower prices and rates become effective for like quantities of the Goods through a reduction in list prices, promotional discounts or other circumstances, then County shall be promptly notified of such changes in pricing, and County must be given immediate benefit of such lower prices and rates.

(3) **PRICE ADJUSTMENTS**. The price(s) stated herein shall not increase for the initial term of this Agreement. Supplier shall provide County with at least one hundred eighty (180) days' prior written notice for any price increase. If County agrees to the price increase, such changes will become effective the first day of the new applicable term and will be reflected on a new Price List or other document provided by Supplier and which will replace the existing Price List or other document attached hereto as Exhibit "A."

Price increases shall only be allowed when justified by County in its sole discretion based on legitimate, bona fide increases in the cost of providing the Goods covered under this Agreement. No adjustment shall be made to compensate Supplier for inefficiency in operation, increase in labor costs or for additional profit.

(4) **INVOICES.** Unless otherwise specified, Supplier shall submit monthly invoices to the County and include a complete list all Goods purchased under the terms of this Agreement. Invoices shall only be submitted after Acceptance of the Goods as set forth herein. The County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, the County will not pay late fees on any charges under this Agreement. If the County disputes any portion of the charges on any invoice received from the Supplier, the County shall inform the Supplier in writing of the disputed charges. Once the dispute has been resolved, the Supplier shall re-invoice the County for the previously disputed charges, and, per any resolution between the County and the Supplier, the County shall pay those charges in full at that time. No advance payment shall be made for any Goods supplied by Supplier pursuant to this Agreement.

(5) **PURCHASING VOLUME.** Supplier hereby acknowledges that this Agreement does not guarantee that any minimum or maximum purchases will be made. Orders will only be placed when County identifies a need.

5. ACCEPTANCE OF GOODS

The Goods delivered under this Agreement shall remain the property of Supplier until acceptance by County. Acceptance of Goods shall occur within fifteen (15) days after receipt by County unless:

(1) The County has notified Supplier of a defect within such time period. In the event any Goods are defective, County shall be entitled to terminate the order for such Goods upon written notice to Supplier and return such Goods to Supplier at Supplier's expense.

(2) The parties have agreed to provide County with a trial use period for acceptance verification or testing, in which case acceptance of the Goods shall occur upon the successful completion of the acceptance verification or testing period and any agreed upon trial use period.

6. INDEPENDENT CONTRACTOR

Both County and Supplier agree that Supplier 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. Accordingly, Supplier shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required. Supplier shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

7. SUPPLIER REPRESENTATIONS

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

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

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

(4) In connection with the Supplier'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;

(5) Supplier shall not violate any agreement with any third party by entering into or providing the Goods under this Agreement;

(6) Supplier will provide all Goods in conformity with the specifications and requirements of this Agreement;

(7) Supplier will provide all Goods free and clear of all liens and encumbrances;

(8) The Goods provided by the Supplier 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

(9) Supplier 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.

8. WARRANTIES

(1) **SPECIFIC WARRANTIES.** In addition to any other warranties set forth herein, Supplier shall represent, warrant and covenant the specific warranties for the Goods attached hereto and incorporated herein.

(2) **ASSIGNMENT OF WARRANTIES FOR THIRD PARTY PRODUCTS.** Without limiting Supplier's obligation to provide warranty or maintenance services, Supplier hereby assigns to County all of Supplier's warranties covering any third-party product delivered under this Agreement. Supplier will provide copies of all said warranties to County upon delivery of the covered Goods.

9. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Supplier shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data rising out of the negligent or willful act or omission of Supplier. In the event that Supplier causes damage to the County's equipment or facilities, the Supplier 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.

10. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Supplier or the Goods supplied under this Agreement, and Supplier 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 Supplier 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.

11. NON-EXCLUSIVITY

Supplier acknowledges that County is not obligated to contract solely with Supplier for the Goods covered under this Agreement.

12. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Supplier 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. DEBARMENT

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

14. INDEMNIFICATION

Supplier 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 Supplier, its employees or agents. Supplier further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Supplier 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.

15. INSURANCE

Supplier 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. Supplier 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. Supplier 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.

16. WORKERS' COMPENSATION

To the extent required by law, Supplier 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 Supplier is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Supplier shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Supplier's obligations under this Agreement.

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

17. REMEDIES

(1) **RIGHT TO COVER.** If Supplier fails to provide any Goods for any reason, due to no fault of County, the County may employ such means as it may deem advisable and appropriate to obtain the Goods from a third party until the matter is resolved and Supplier is again able to provide the respective Goods under this Agreement.

(2) **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Supplier fails to perform under this Agreement until such breach has been fully cured.

(3) **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.

(4) **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.

(5) **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Supplier, notwithstanding anything to the contrary in this Agreement,

Supplier agrees that it will not terminate this Agreement or suspend or limit the supply of any Goods or warranties on such Goods, 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.

18. TAXES

Supplier shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Supplier shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

19. HEALTH AND SAFETY

Supplier shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the supply of Goods. Supplier 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 the supply of Goods.

20. NON-DISCRIMINATION IN EMPLOYMENT

Supplier 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. Supplier shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Supplier is determined by the final order of an appropriate agency or court 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 Supplier may be declared ineligible for further County agreements.

21. COMPLIANCE WITH E-VERIFY PROGRAM

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

22. 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.

23. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

24. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way

to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

25. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

26. GOVERNMENTAL IMMUNITY

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

27. NON-WAIVER

Failure by County at any time to require the performance by Supplier of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

29. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

30. SEVERABILITY

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

31. AMENDMENTS

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

32. NOTICES

(1) **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.

(2) **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.

(3) **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

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

ii. For the Supplier: ClearWater, Inc.
P.O. Box 1469
Hickory, NC 28603

33. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

_____
Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

CLEARWATER, INC.

By: _____

Printed Name: Cindy Lackey

Title: After Market Manager

Date: _____

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

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

APPROVED AS TO FORM

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

EXHIBIT "A"

ClearWater, Inc.
clearwaterinc.net
PO Box 1469 Hickory, NC 28603
Phone: (828) 855-3182 Fax: (828) 855-3183
www.clearwaterinc.net

Quote

Date	Estimate #
9/9/2022	20220334

Name / Address	Ship To
Brunswick County PO BOX 249 Bolivia, NC 28422 *** EMAIL INVOICES *** jacquie.morden@brunswickcountync.gov	Brunswick County Public Utilities 250 Grey Water Road, NE Supply, NC 28462

Requestor	Phone	Email	Prepared By	Terms	Lead Time
Matthew Henry	910-371-3490	ricky.babson@bmatthew.henry...	Cindy Lackey	Net 30	18-22 Weeks

Item	Qty	Description	Price Each	Total
20220334-A	1	Lakeside SpiraGrit Vortex Grit Chamber System as follows: Drive Unit consisting of a parallel-helical gear reducer powered by a 1 HP, 3/60/230/460 volt ball bearing, continuous duty, constant speed, TEFC motor with leads to a large conduit box for outdoor operation. Gear reducer will have a 2.0 minimum service factor. Gearbox consisting of a totally enclosed combination spur gear and turntable bearing. The pinion and gear is high quality steel, machined and hardened for high strength and long wear. The pinion and gear will have a 5.0 minimum service factor. Floor plate, minimum 1/2-inch thick 304 stainless steel. Air bell, 304 stainless steel Drive torque tube, 304 stainless steel Rotating paddle assembly consisting of (4) blades. Each of the paddle blades are tapered with an ample rounded leading edge and a fixed pitch of 45-degrees. The blade assembly has a two piece collar to allow vertical adjustment on the torque tube. Inlet baffle, 304 stainless steel Set of anchor bolts, stainless steel. EXCLUSIONS: Unloading, hauling or storage Concrete work or installation Grating across the grit chamber Handrail and perimeter of the grit chamber	70,100.00	70,100.00T

Total

REMIT TO:	**Hickory Office:** **PO Box 1469** **Hickory, NC 28603** **(828) 855-3182**	Richmond Office: 502 Research Road N. Chesterfield, VA 23236 (804) 378-3550

ClearWater, Inc.
clearwaterinc.net
PO Box 1469 Hickory, NC 28603
Phone: (828) 855-3182 Fax: (828) 855-3183
www.clearwaterinc.net

Quote

Date	Estimate #
9/9/2022	20220334

Name / Address	Ship To
Brunswick County PO BOX 249 Bolivia, NC 28422 *** EMAIL INVOICES *** jacquie.morden@brunswickcountync.gov	Brunswick County Public Utilities 250 Grey Water Road, NE Supply, NC 28462

Requestor	Phone	Email	Prepared By	Terms	Lead Time
Matthew Henry	910-371-3490	ricky.babson@bmatthew.henry...	Cindy Lackey	Net 30	18-22 Weeks

Item	Qty	Description	Price Each	Total
		Grit collection containers Air piping between blowers and grit removal system Grit Pump Grit slurry piping between Grit Pump and Grit Classifier Water fluidization/scour piping Piping, valves or fittings, unless noted otherwise Interconnecting conduit or wiring between control panel, motors, solenoids, or any other electrical items Lubricating oil or grease (or grease guns) Tools Spare Parts		

Total

REMIT TO:	**Hickory Office:** **PO Box 1469** **Hickory, NC 28603** **(828) 855-3182**	Richmond Office: 502 Research Road N. Chesterfield, VA 23236 (804) 378-3550

ClearWater, Inc.
clearwaterinc.net
PO Box 1469 Hickory, NC 28603
Phone: (828) 855-3182 Fax: (828) 855-3183
www.clearwaterinc.net

Quote

Date	Estimate #
9/9/2022	20220334

Name / Address	Ship To
Brunswick County PO BOX 249 Bolivia, NC 28422 *** EMAIL INVOICES *** jacquie.morden@brunswickcountync.gov	Brunswick County Public Utilities 250 Grey Water Road, NE Supply, NC 28462

Requestor	Phone	Email	Prepared By	Terms	Lead Time
Matthew Henry	910-371-3490	ricky.babson@bmatthew.henry...	Cindy Lackey	Net 30	18-22 Weeks

Item	Qty	Description	Price Each	Total
Start Up	1	One (1) Day Start-Up Service	1,250.00	1,250.00T
		Freight is included.		
		NC 6.75% Sales Tax	6.75%	4,816.13

Total $76,166.13

Quote Valid for 30 days.
A 3% fee will be added for credit card fees.
Freight is prepaid and added unless quoted.

REMIT TO:

Hickory Office:
PO Box 1469
Hickory, NC 28603
(828) 855-3182

Richmond Office:
502 Research Road
N. Chesterfield, VA 23236
(804) 378-3550

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # VI. - 1.

From:
Jeffery P Niebauer

Tax Administration - Schedule of Values for 2023 Revaluation

Issue/Action Requested:
Request that the Board hold a Public Hearing required for the adoption of the 2023 Schedule of Values. Following the Public Hearing, it is requested that the Board of Commissioners schedule a meeting to adopt the Schedule of Values. As this meeting should occur no sooner than seven days after the Public Hearing, it is suggested that it be scheduled for October 17, 2022 at 6:00pm.

Background/Purpose of Request:
Brunswick County conducts a revaluation and adopts a new schedule of values every four years. Pursuant to North Carolina General Statute 105-317, a public hearing shall be held to allow comment.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board hold a Public Hearing required for the adoption of the 2023 Schedule of Values. Following the Public Hearing, it is recommended that the Board of Commissioners schedule a meeting to adopt the Schedule of Values. As this meeting should occur no sooner than seven days after the Public Hearing, it is suggested that it be scheduled for October 17, 2022 at 6:00pm.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # VII. - 1.

From:
Steve Stone

Administration - Fiscal Year-End June 30, 2022, County Manager's Report and Capital Project Funding (Steve Stone, County Manager)

Issue/Action Requested:
Request that the Board of Commissioners receive information for Fiscal Year End June 30, 2022, and to consider an appropriation of fund balance to pay-go future projects planned in the Five Year Capital Improvement Plan, for repair and maintenance projects, for parks improvements, and for an equipment purchase.

Background/Purpose of Request:
There are several projects identified in the 5 Year Capital Improvement Plan. As in past years, the county strives to maximize the use of pay-as-you-go financing for capital projects to minimize debt levels and is contingent on the fiscal year-end results. The unassigned fund balance as a percent of expenditures plus transfers as of June 30, 2022, is 41%.

To continue pay-go funding for the County Capital Improvement Plan Projects and to implement the recommendations identified in the space and facility needs study, an additional $16.62 million transfer to the County Capital Reserves will reduce the unassigned fund balance to 38% based on FY 2022 expenditures which is above the County's policy goal of maintaining 27% - 35%.

Additional projects were presented to management during the FY 2023 budget process that held merit but could be postponed temporarily. These projects included repair and maintenance to county facilities, improvements to four County parks, and a capital equipment purchase. They are detailed as follows:

- $1.65 million of Repair and Maintenance projects to the Detention Center, Sheriff's Office, and Building D as follows: Jail and Sheriff's Office roof replacement at $1.2 million, Jail and Sheriff's Office existing gas line replacement at $300,000, Detention Center Carbon Monoxide Detectors at $110,000, and Building D existing gas line replacement at $40,000. This funding by itself will not significantly reduce the unassigned fund balance percentage based on FY 2022 expenditures.
- $408,000 of operating improvements to the following parks: Dutchmen Creek Park at $240,000, Brunswick Nature Park at $46,000, Town Creek Park at $74,000, and Ocean Isle Beach at $48,000. This funding by itself will not significantly reduce the unassigned fund balance percentage.
- The purchase of a $1.2 million horizontal grinder in Solid Waste. Current equipment is unable to remain operational. Current grinding services are being fulfilled by contracting out the work. This funding by itself will not significantly reduce the unassigned fund balance percentage.

Total pay-go funding and additional identified projects will reduce the unassigned fund balance, but the percentage remaining would remain 38% based on FY 2022 expenditures (or 37% with currently approved fund balance appropriations) which is still above the County's policy goal of maintaining 27% - 35%.

Fiscal Impact:

Budget Amendment Required, Capital Project/Grant Ordinance Required, Reviewed By Director of Fiscal Operations
Budget amendments are to appropriate fund balance of $16,620,000 for transfer to the County Capital Reserves, $1,620,000 for repair and maintenance projects, $408,000 for park improvements, and $1,200,000 for Solid Waste equipment.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners receive information for Fiscal Year End June 30, 2022, and to consider an appropriation of fund balance to pay-go future projects planned in the Five Year Capital Improvement Plan, for repair and maintenance projects, for parks improvements, and for an equipment purchase.

ATTACHMENTS:

Description

- Annual Report 2022 - County Manager Presentation
- Budget Amendment - Pay-Go
- Budget Amendment - GF Pay-Go
- Budget Amendment - R&M Projects
- Budget Amendment - Park Improvements
- Budget Amendment - Solid Waste Equipment
- Park Improvements Detail

County Manager's Report

Fiscal Year End June 30, 2022

Steve Stone

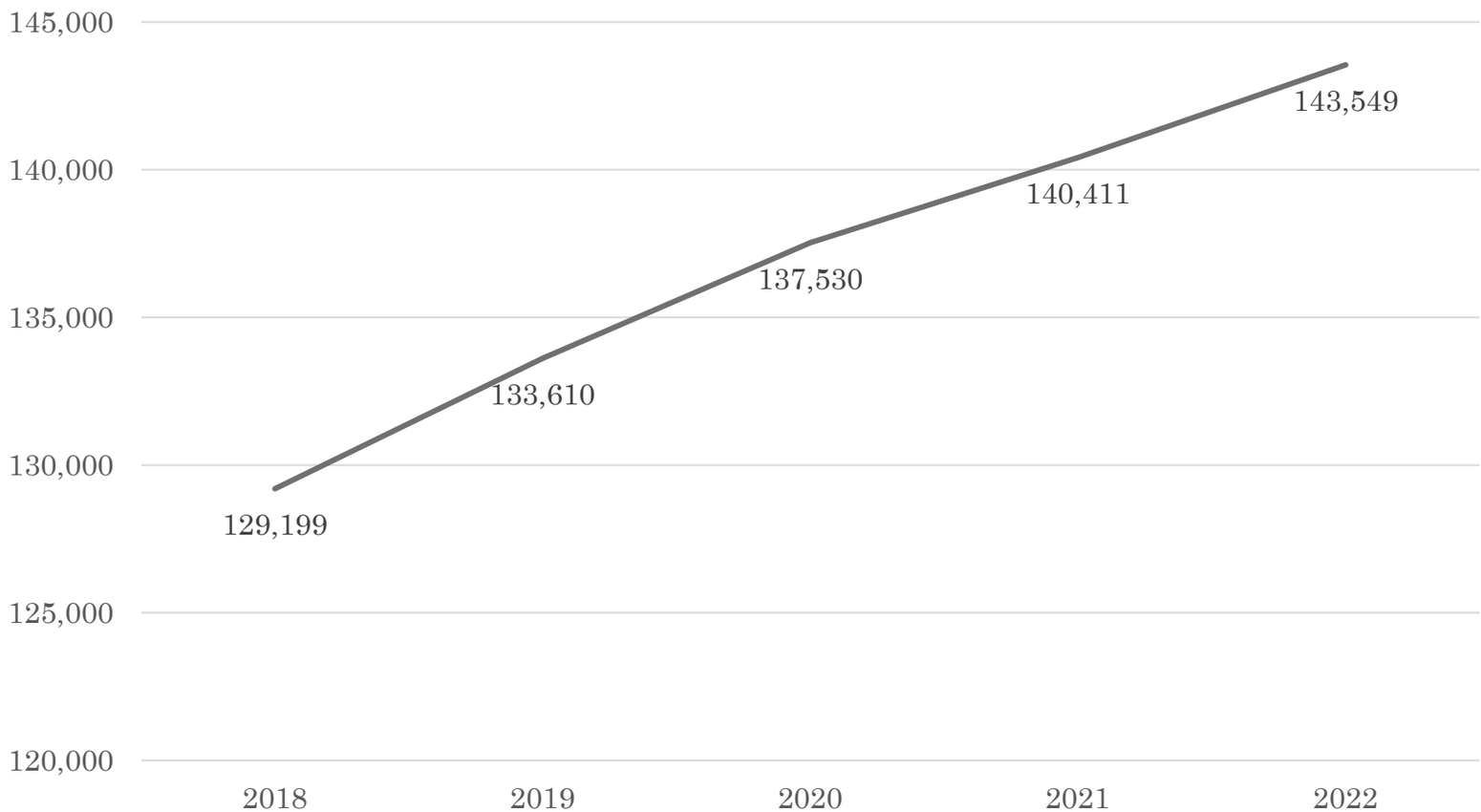
County Manager

October 3, 2022



County Population

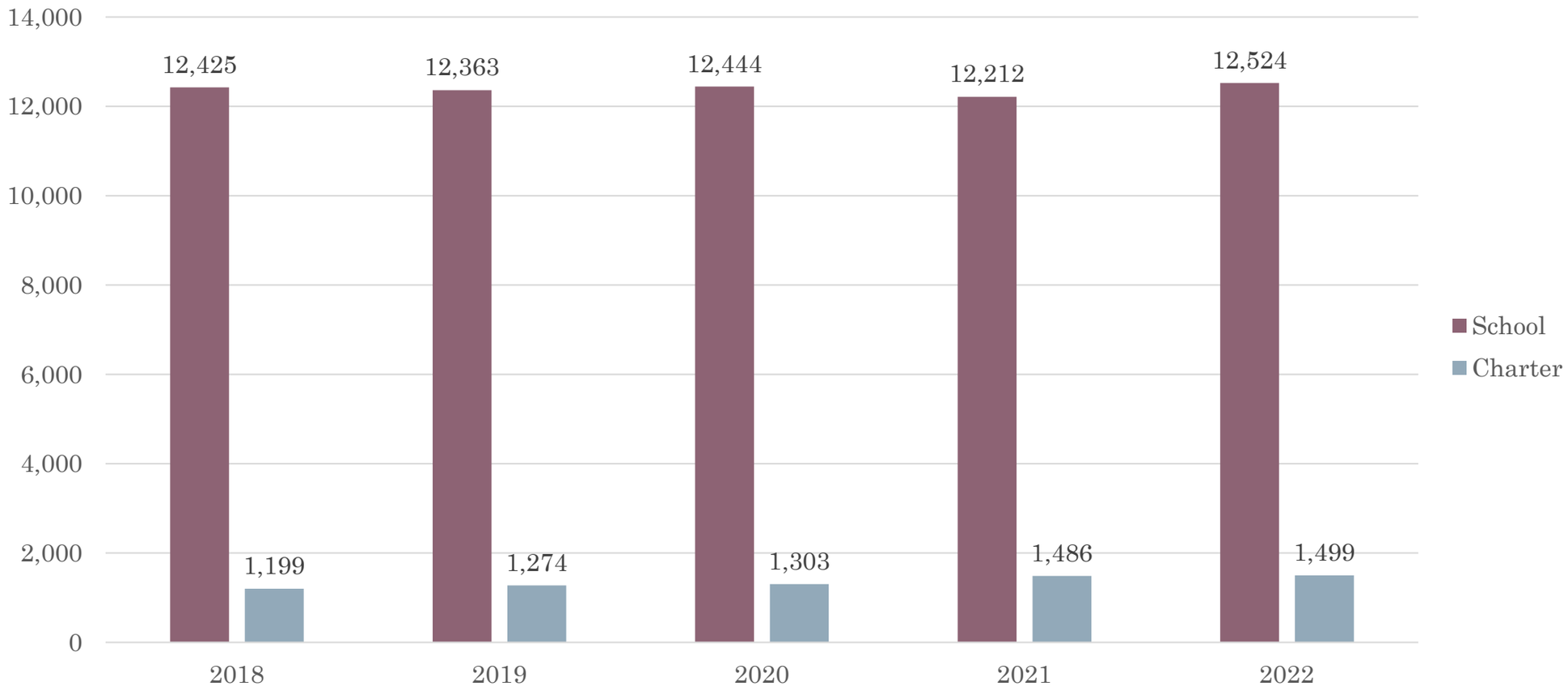
Source: State Data Center



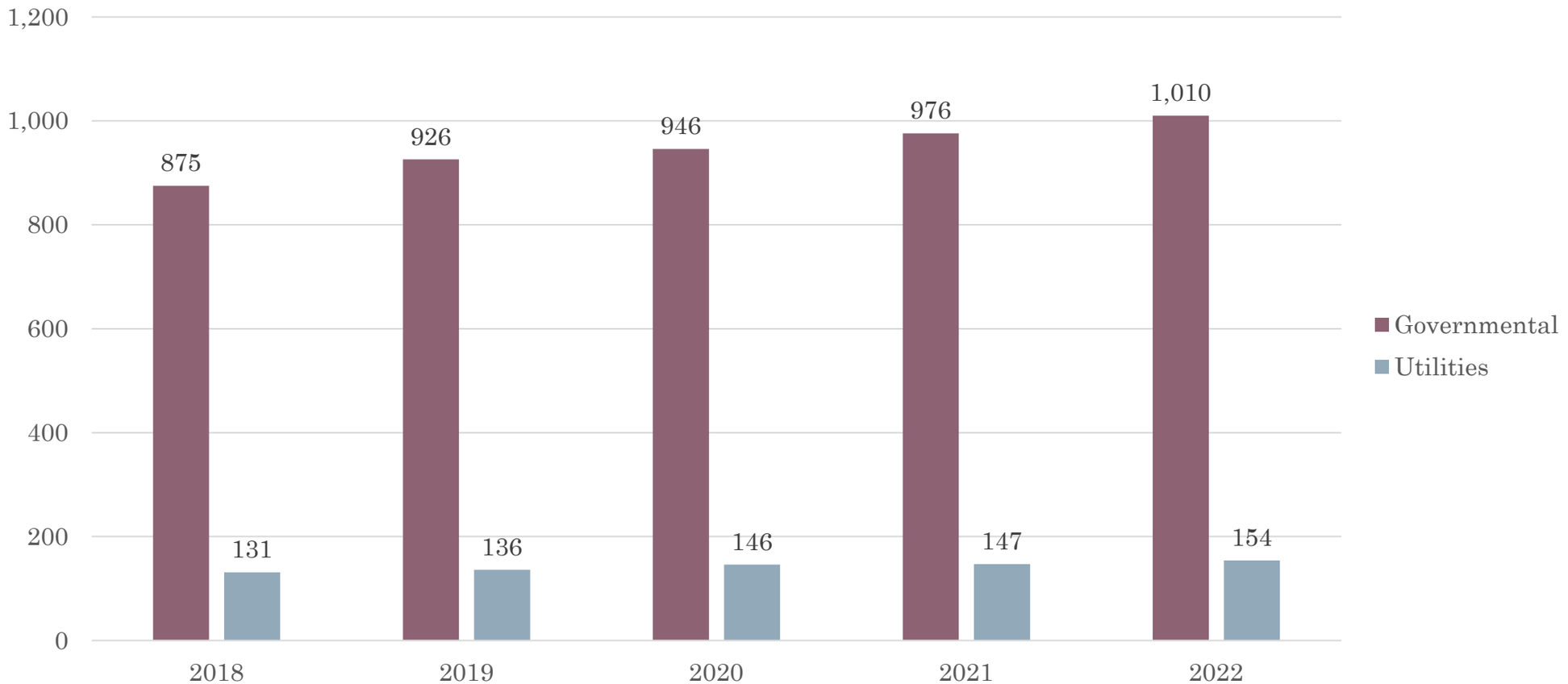
- Growth:
  - 2.2% from 2021
  - 11.1% since 2018

Average Daily Membership

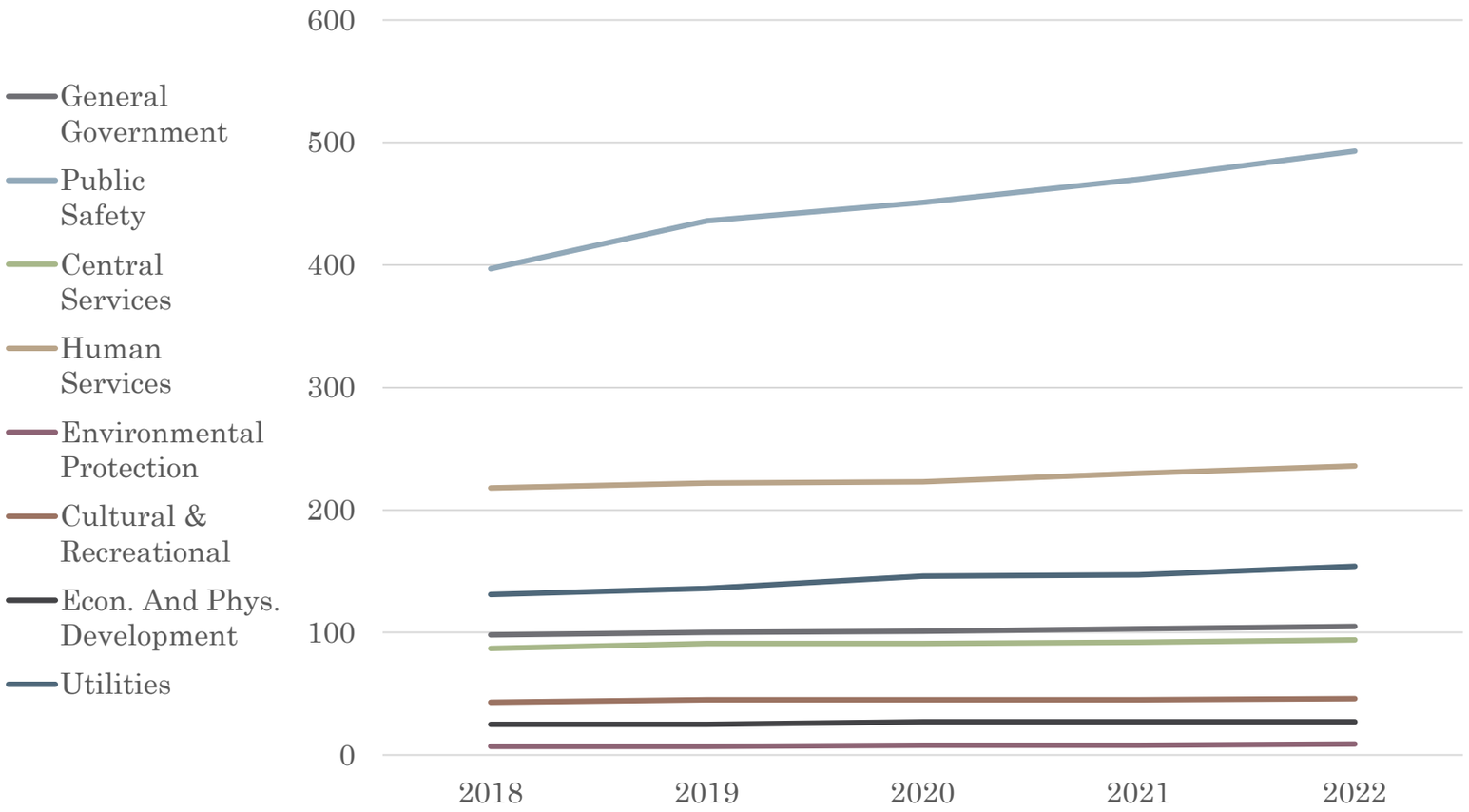
Source: Brunswick County Schools



County Fulltime Equivalents



County Fulltime Equivalents by Function

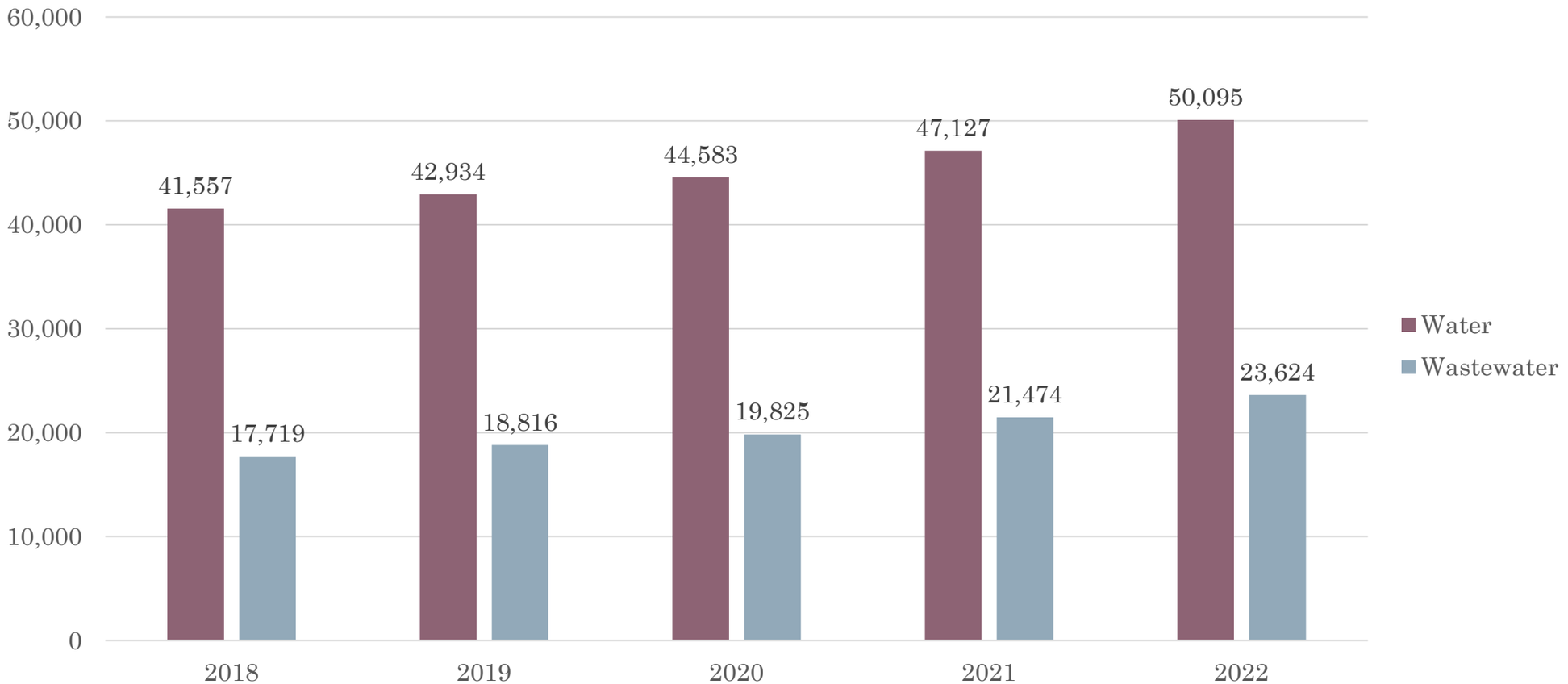


Change in FTE's 2018-2022

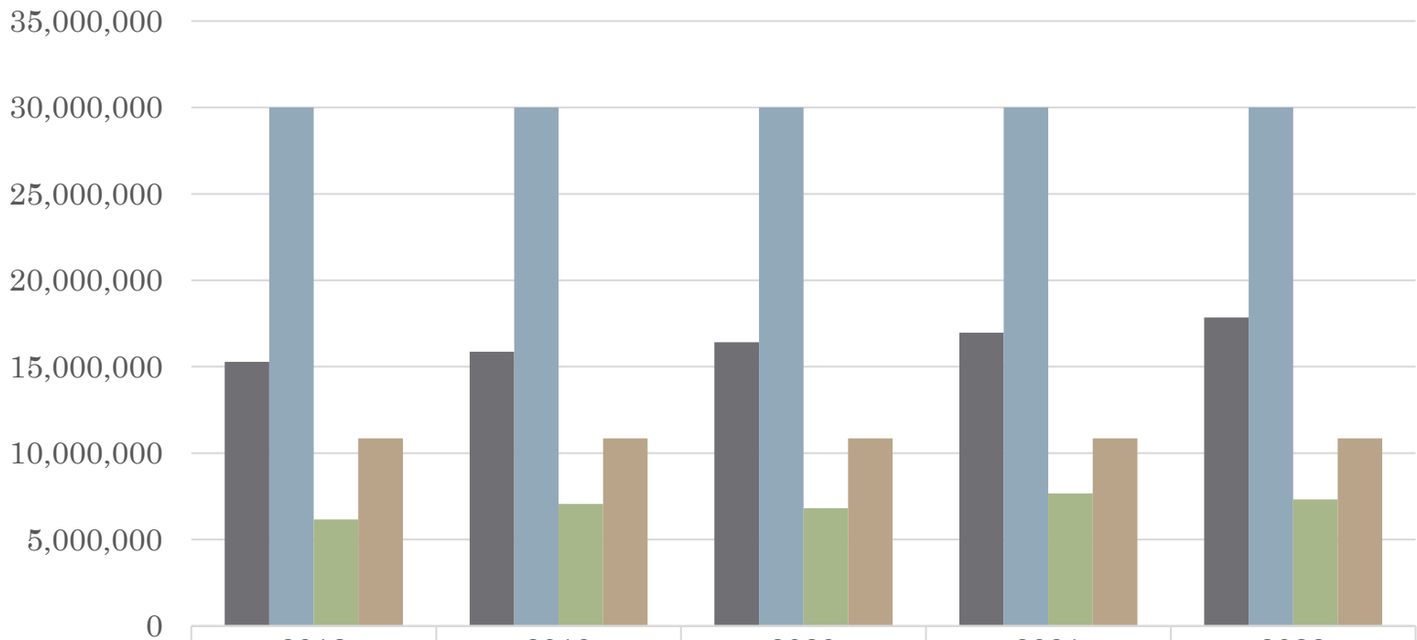
- General Government
  7 FTE's, 7%
- Public Safety
  96 FTE's, 24%
- Central Services
  7 FTE's, 8%
- Human Services
  18 FTE's, 8%
- Environmental Protection
  2 FTE, 29%
- Cultural & Recreational
  3 FTE's, 7%
- Economic & Physical Development
  2 FTE's, 8%
- Utilities
  23 FTE's, 18%

One year increase in FTE's is 42 (4%) and from 2018 the increase is 158 (16%) to 1,164 in 2022

Water and Wastewater Customers



Water and Sewer Average Daily Treatment/Capacity Gallons



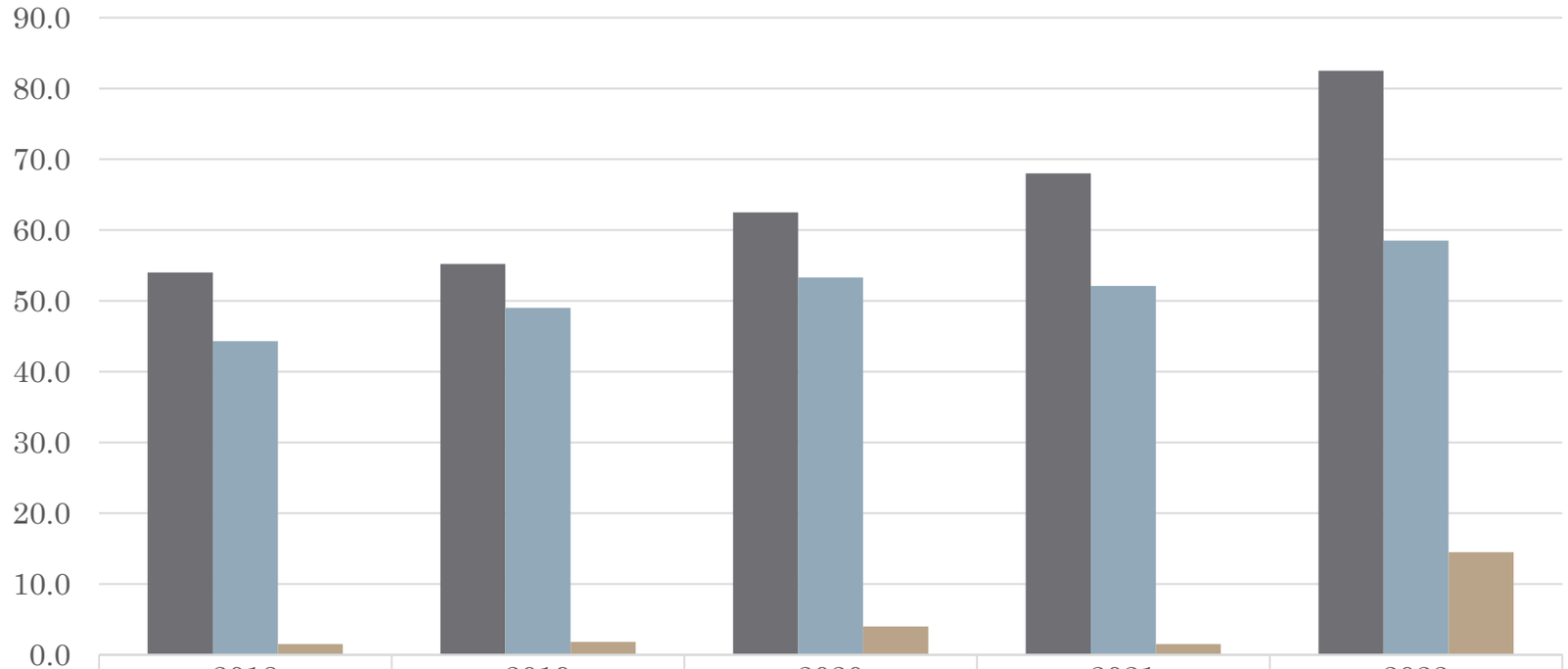
	2018	2019	2020	2021	2022
Water Treatment	15,277,210	15,860,783	16,417,474	16,969,860	17,849,000
Water Capacity	30,000,000	30,000,000	30,000,000	30,000,000	30,000,000
Sewer Treatment	6,162,226	7,062,559	6,819,022	7,673,922	7,327,762
Sewer Capacity	10,855,000	10,855,000	10,855,000	10,855,000	10,855,000

Additional capacity under construction:

- 2.5 MGD at the Northeast sewer facility
- 24 MGD in conventional treatment at the Northwest water Facility

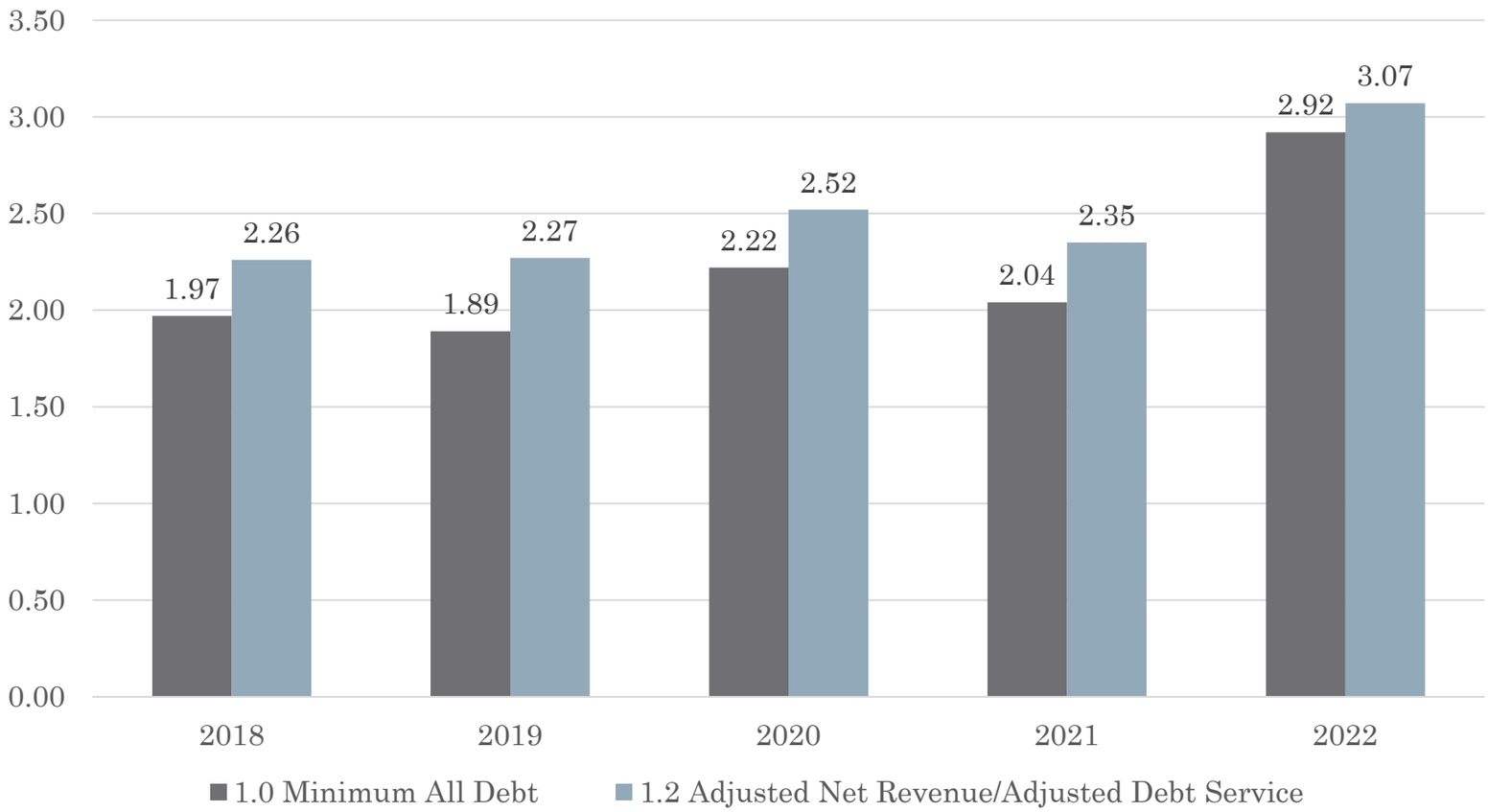
Enterprise Operating Fund Summary

In Millions



	2018	2019	2020	2021	2022
Revenue	54.0	55.2	62.5	68.0	82.5
Expenditures	44.3	49.0	53.3	52.1	58.5
Capital Project Transfers	1.5	1.8	4.0	1.5	14.5

Enterprise Fund Pledged Revenue Debt Coverage Ratios

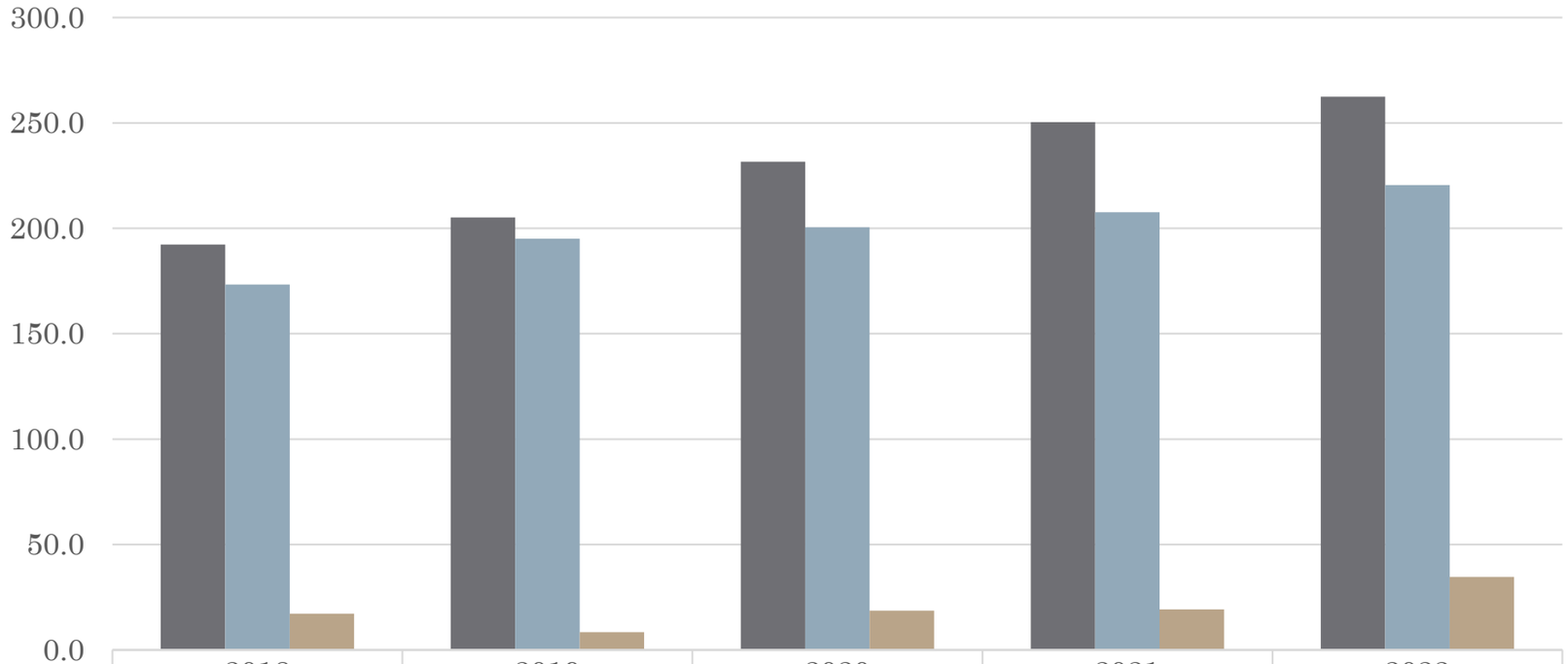


Coverage Impacts:

- 2021 – reduction in coverage for the 2019 issued debt for the Northeast Sewer Plant Expansion costing $51.9M
- 2022 – Rate increase effective January 1, 2022, in anticipation of 2023 debt service.
- 2023 – Coverage impacts will begin for the debt service issued for the Raw Water Main costing $26.6M and Northwest Water Transmission & Treatment Plant Expansion with RO costing $156.8M

General Fund Summary

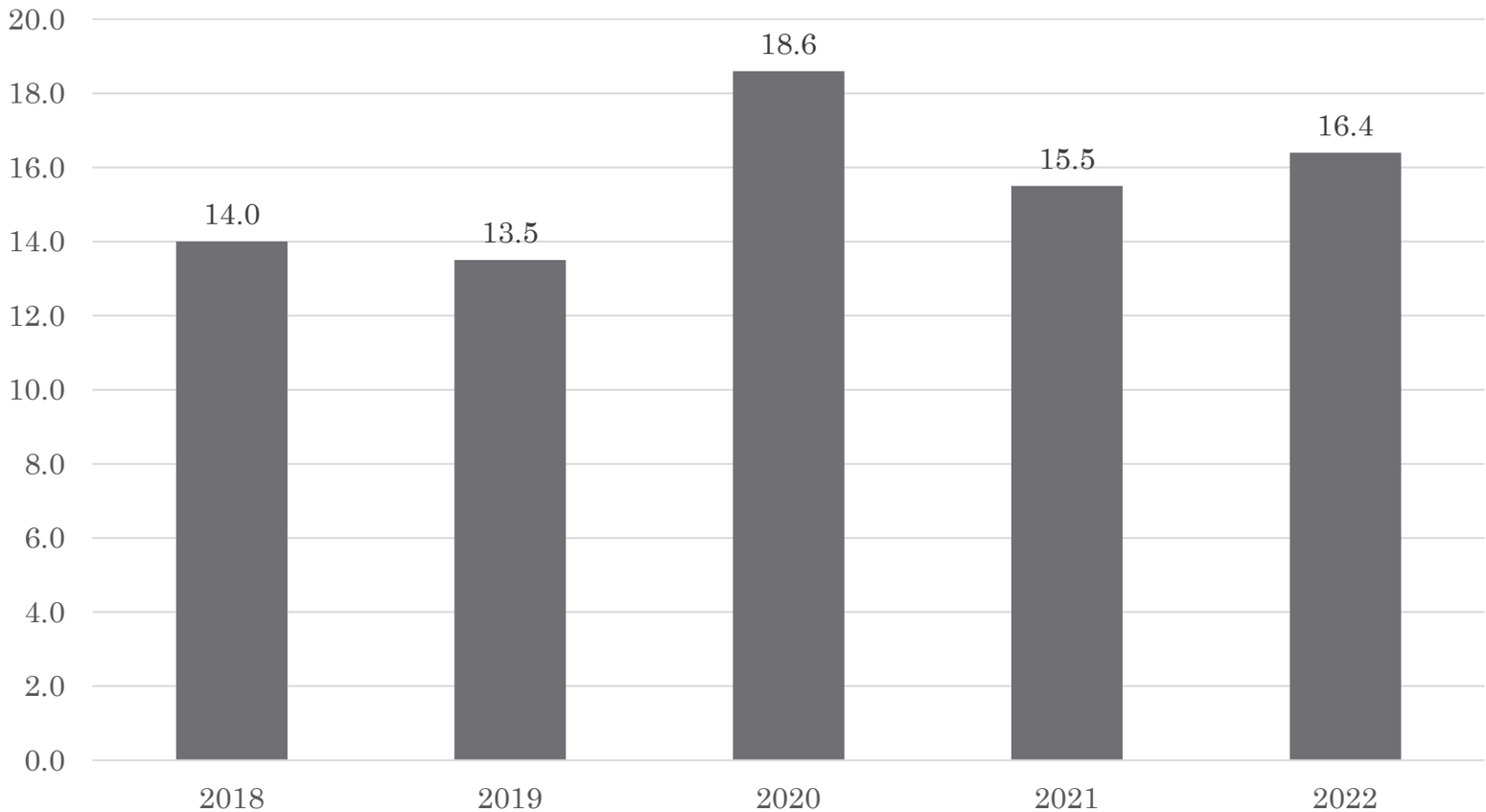
In Millions



	2018	2019	2020	2021	2022
Revenue	192.3	205.1	231.6	250.4	262.5
Expenditures	173.3	195.1	200.5	207.6	220.5
Transfers to Other Funds	17.2	8.4	18.6	19.2	34.6

General Fund Debt Service

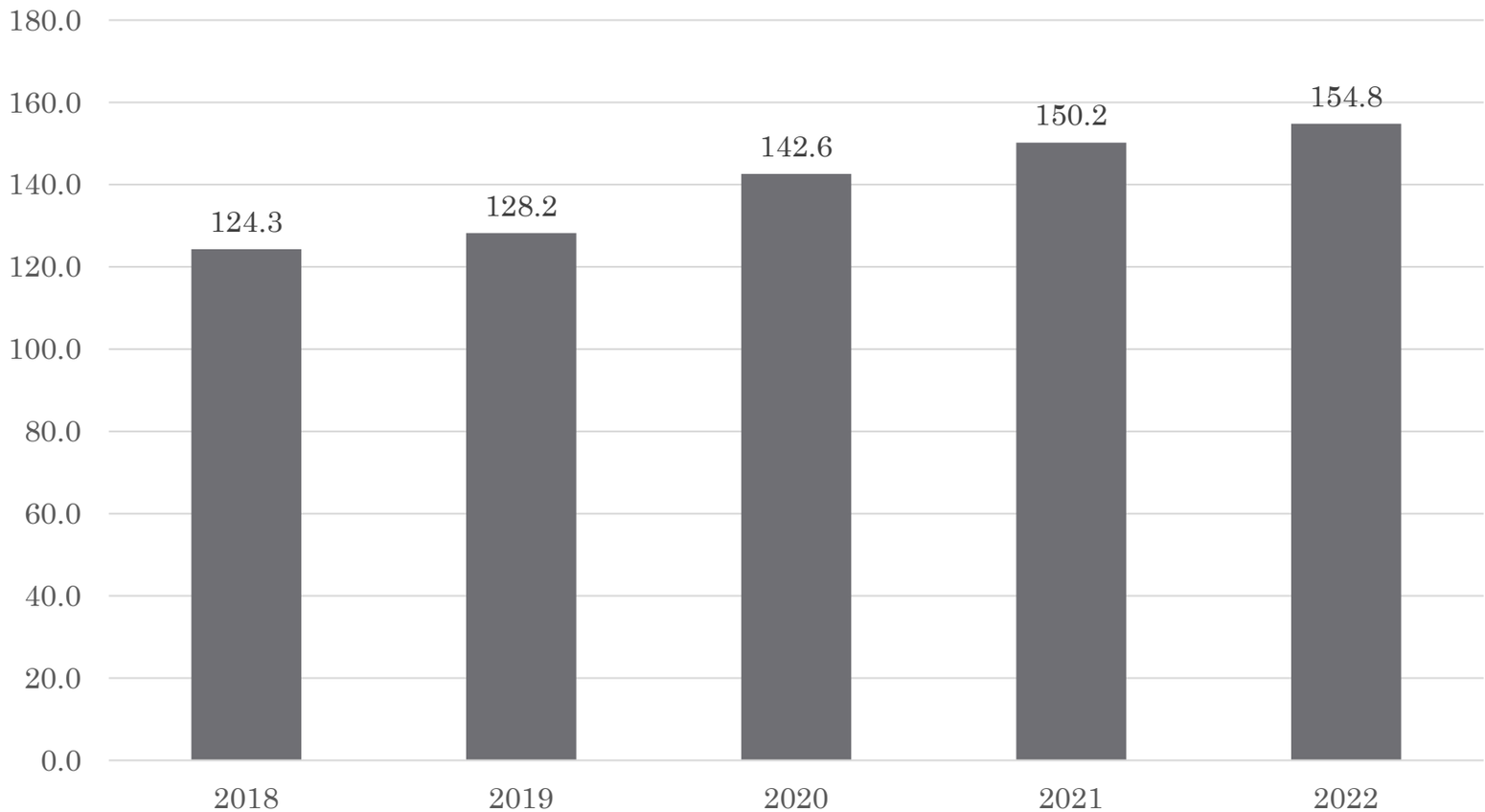
In Millions



- Issued in July 2022 is the final $51.5M in GO Bonds for the schools 2016 bond referendum. This issue will have an interest only payment in FY 2023 and a total debt service increase to the FY 2024 budget by $4.4M to an estimated $15.1M.

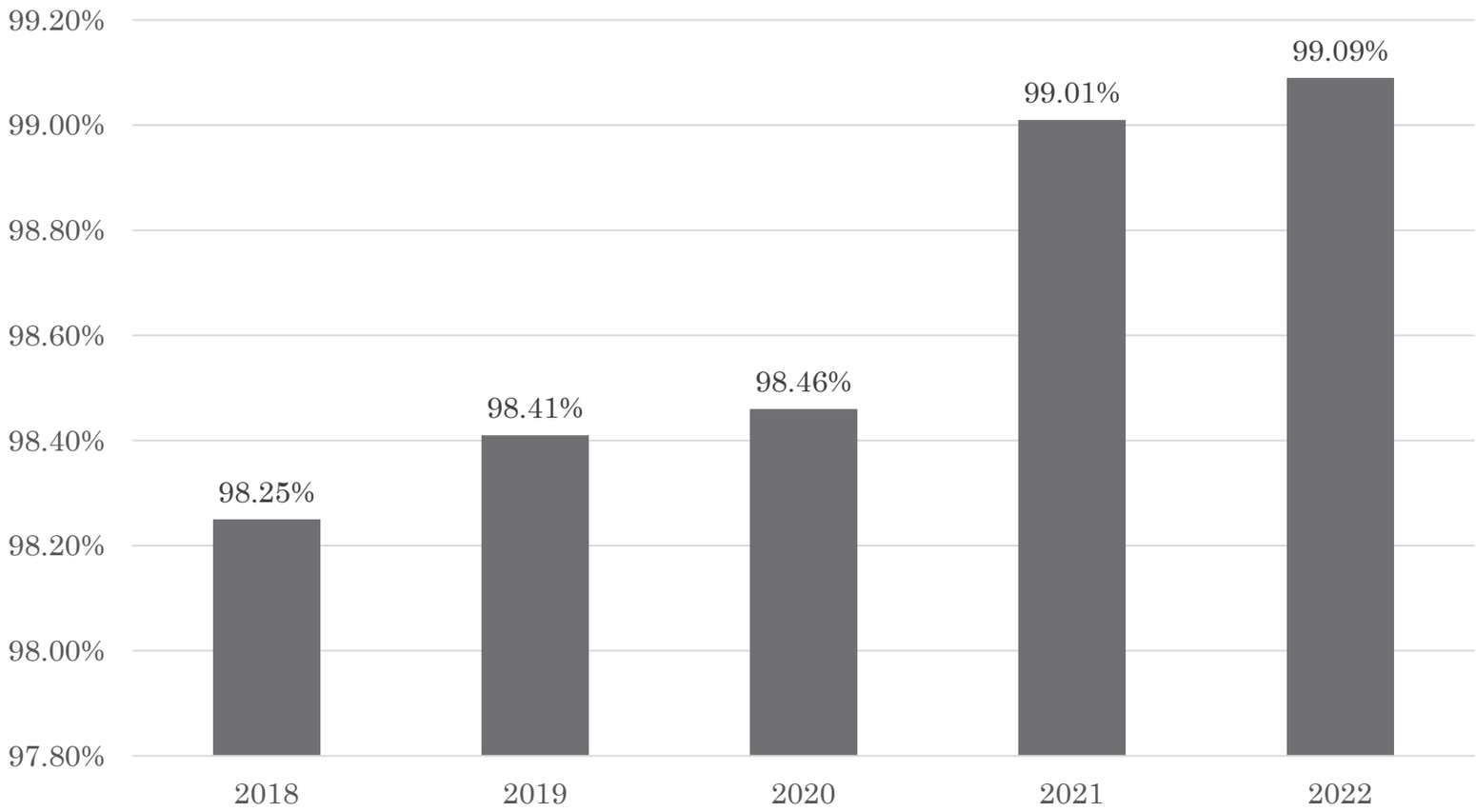
General Fund Ad Valorem Tax Revenues

(Current and Prior Years, Interest) In Millions



- January 2019 Revaluation became effective for FY 2020 Ad Valorem collections.
- Next revaluation is January 2023 effective for FY 2024 Ad Valorem collections

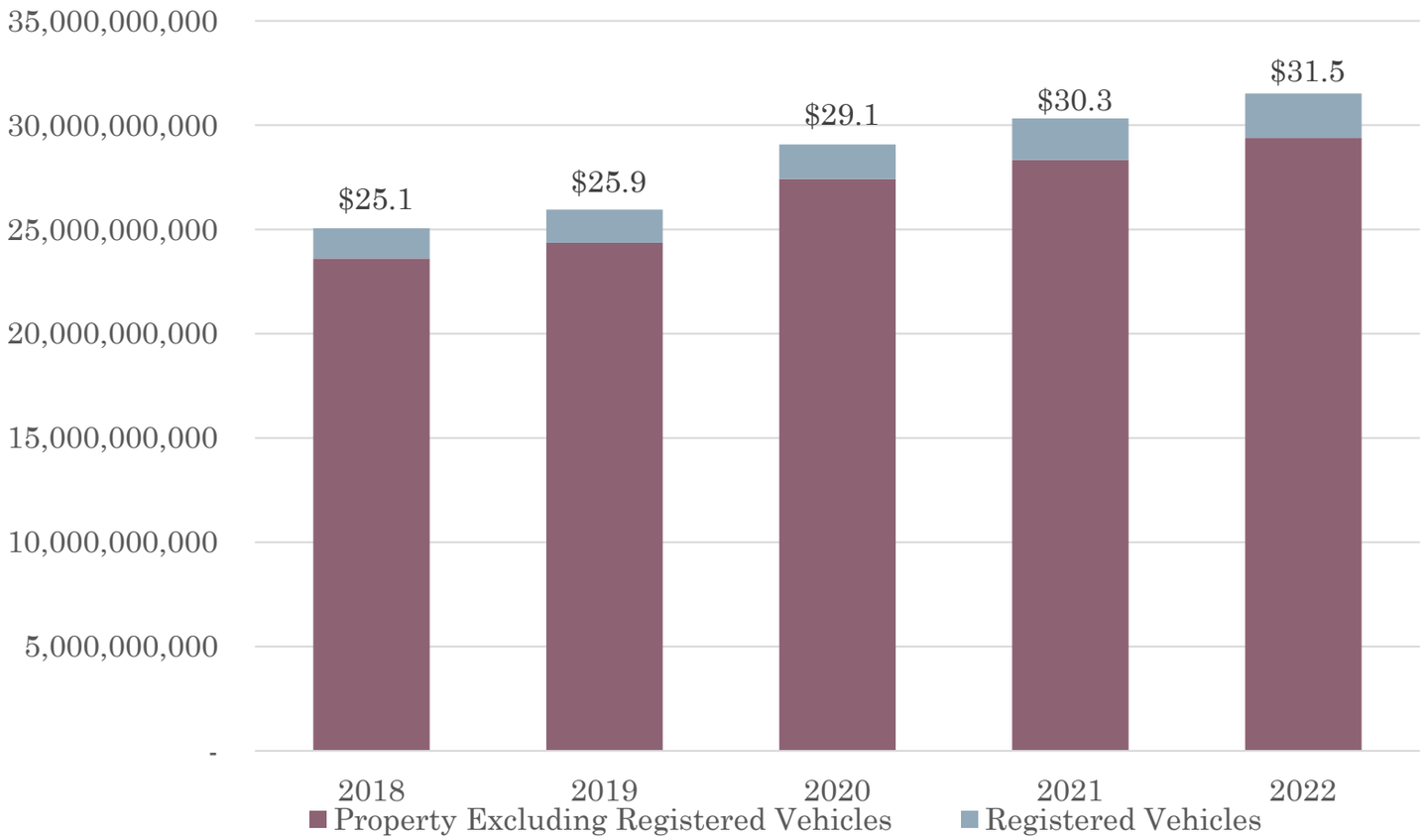
Real & Motor Vehicle Property Tax Collections Rates



2022 Collection rate for property excluding motor vehicles increased to 99.02% from 98.94%. With the Tax and Tag together program registered motor vehicles is 100%.

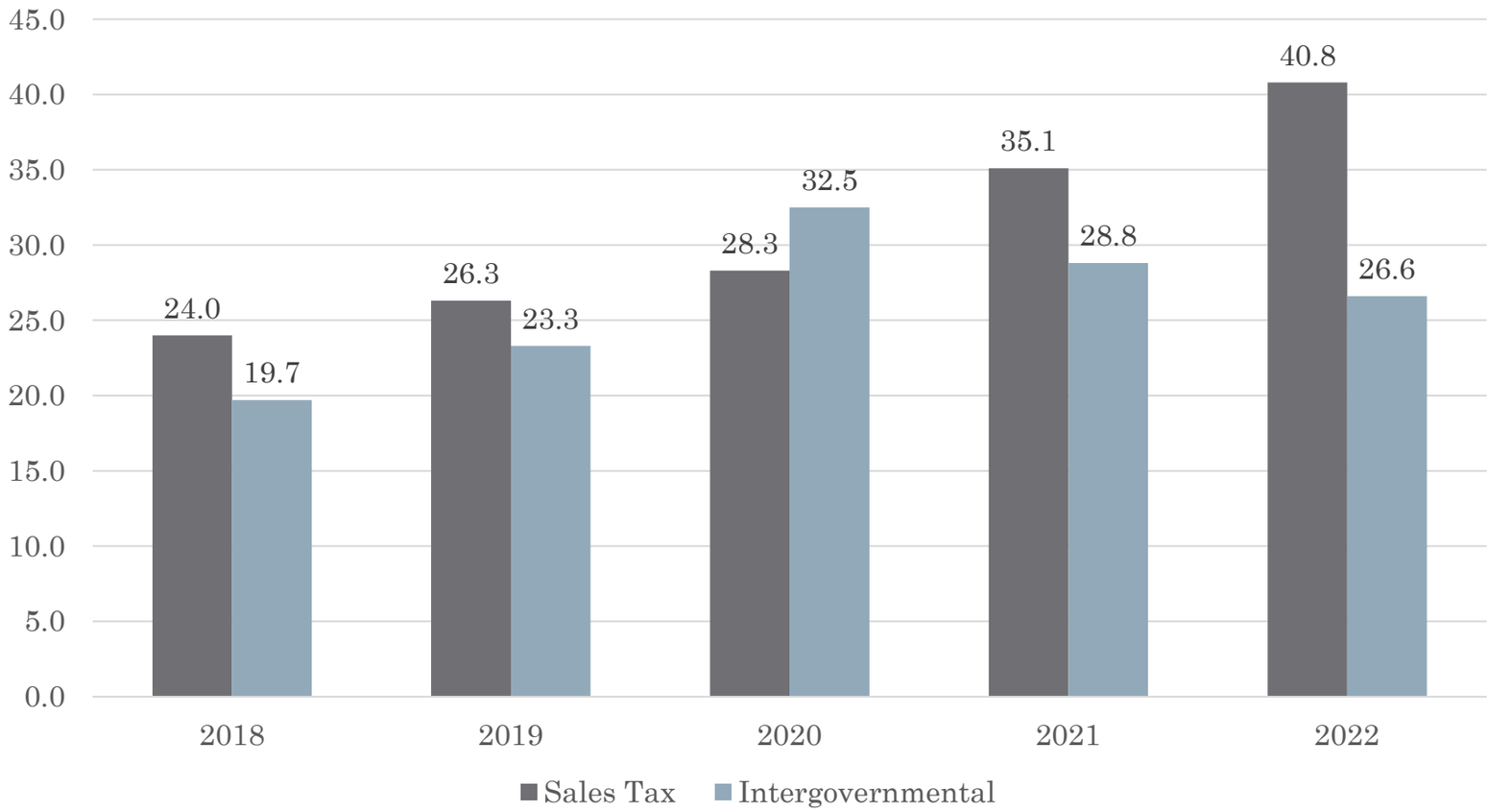
Property Tax Assessed Value History

In Billions



Revaluation in January 2019 effective for FY 2020 increased 8.9%

General Fund Local Option Sales Tax & Intergovernmental Revenue In Millions



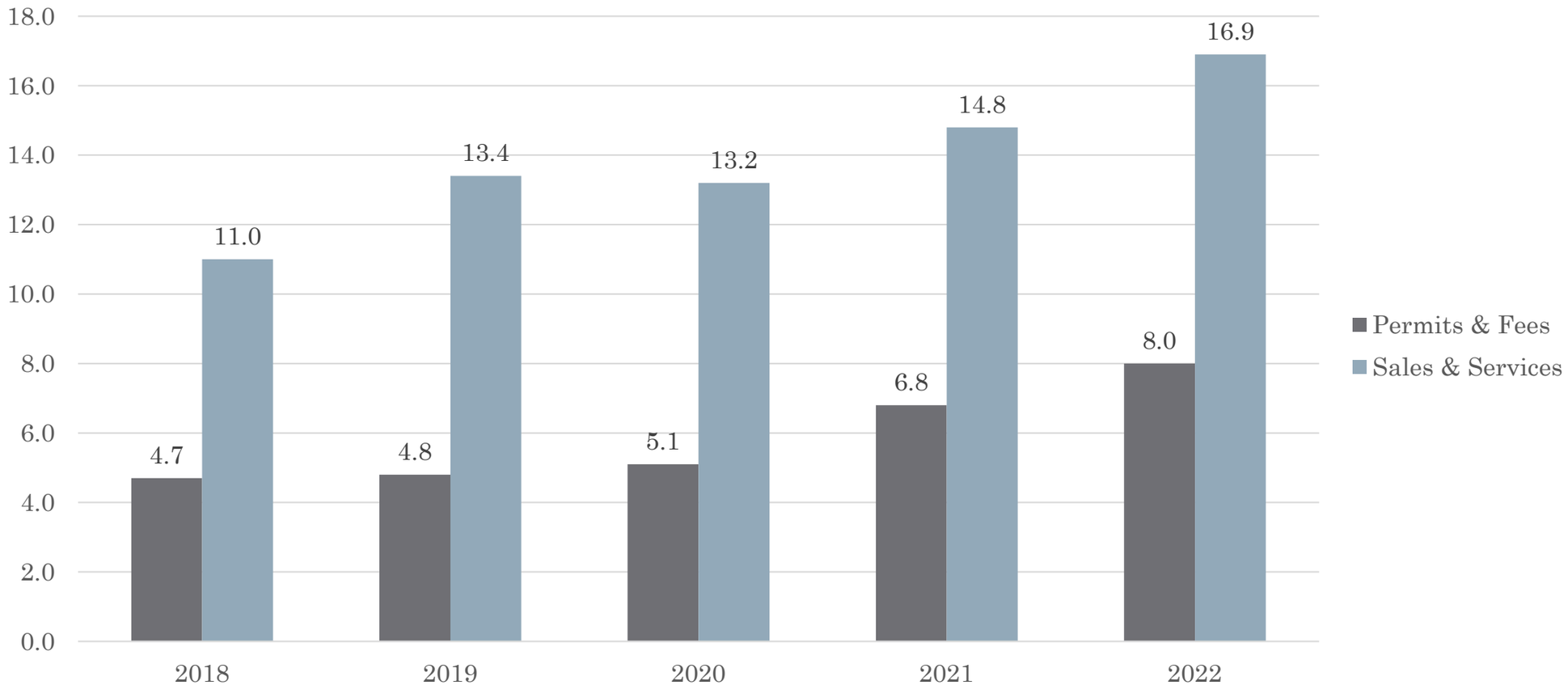
Sales Tax:

- Increased $5.7 million or 16% from 2021 to 2022

Intergovernmental Revenue:

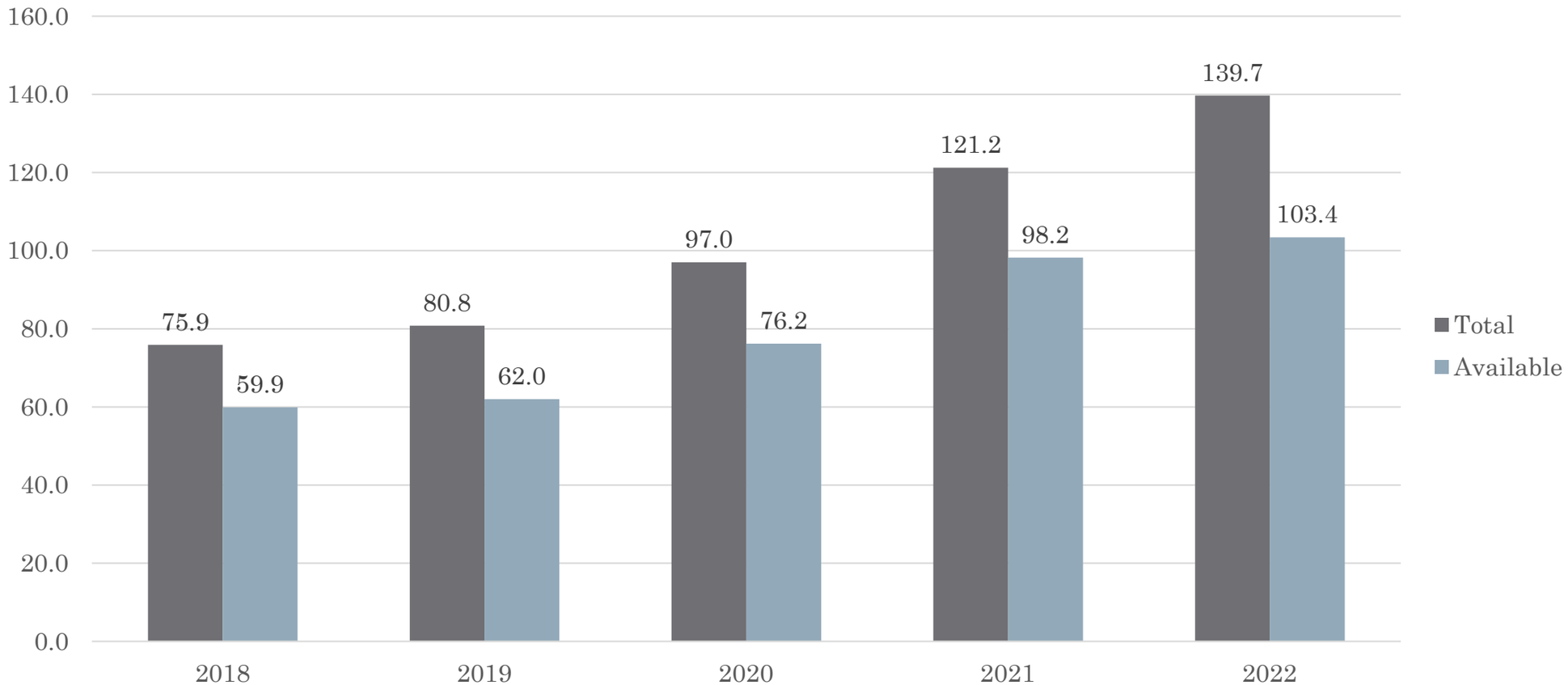
- 2020 increased $5.7 million for CARES Act funds received

General Fund Permits & Fees/ Sales & Services In Millions

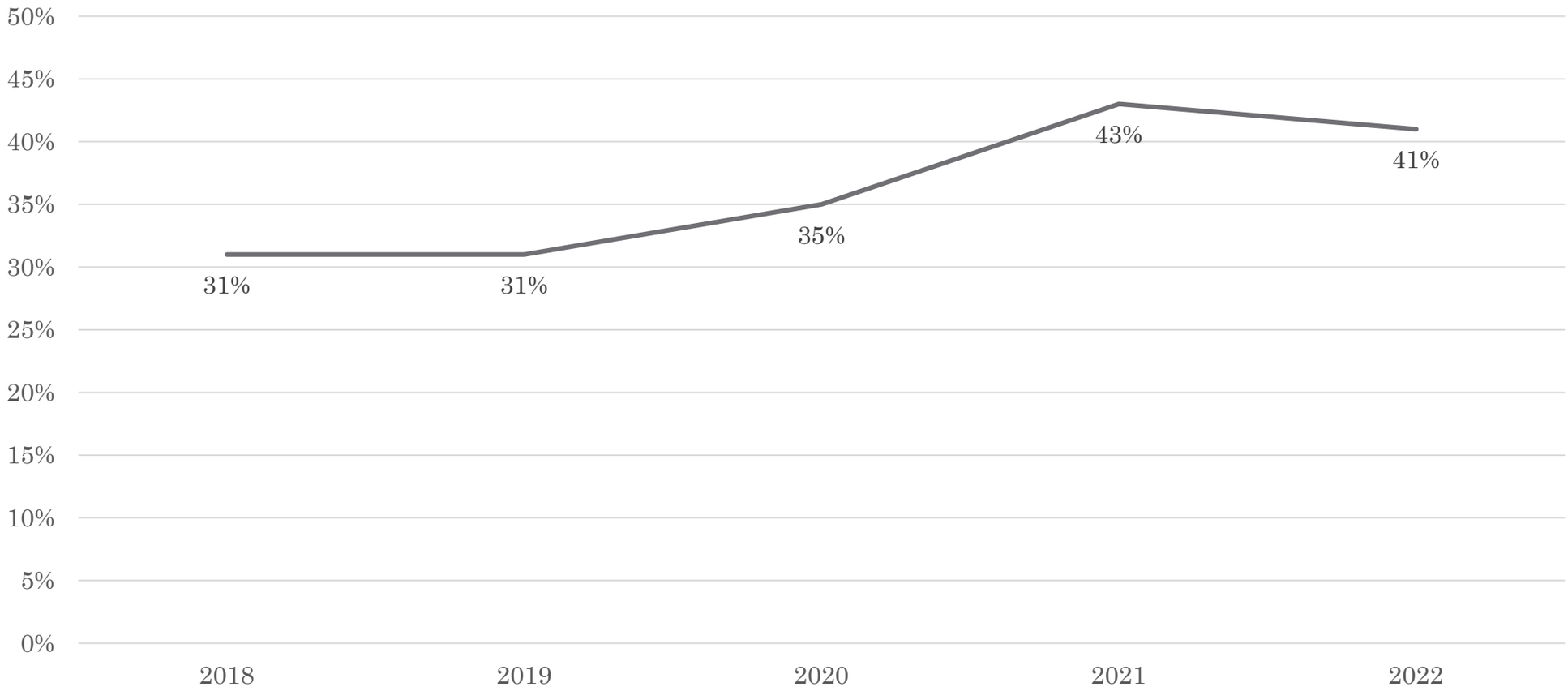


Total General Fund Balance & Fund Balance Remaining for Appropriation

In Millions



% of Available General Fund Balance to Total General Fund Expenditures Plus net Transfers to Other Funds



Current and Upcoming Concerns

- ✓ **American Rescue Plan (ARP) Funding Priorities that meets the criteria for compliance reporting**
- ✓ **Opioid Settlement Funding Priorities that meets the criteria for compliance reporting**
- ✓ **Continued Pay-Go Funding for County Capital Improvement Plan Projects and implement the recommendations identified in the space and facility needs study**
- ✓ **Continued growth and its effect on county services and infrastructure needs for county government, water and Sewer, and schools.**
- ✓ **Employee Retention - Provisions for employee merit and benefits**
- ✓ **Upcoming Unknown Legislative Changes**

Request Info	
Type	Budget Amendment
Description	Additional FY23 Pay Go
Justification	Board Meeting 10/03/2022-Appropriate fund balance of $16,620,000 for transfer to the County Capital Reserves reducing unassigned fund balance to 38% based on FY22 expenditures which is within policy goal of maintaining 27% to 35% and to implement recommendations identified in the space and facility needs study.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	16620000	Increase	Credit
439801	464214	Interfund Trans Co Cap Reserve	Complex Bldg Additions/Improv	10000000	Increase	Debit
439801	464299	Interfund Trans Co Cap Reserve	Undesignated Funds	6620000	Increase	Debit

Total	
Grand Total:	33240000

Request Info	
Type	Budget Amendment
Description	FY23 Additional Pay-Go
Justification	Board Meeting 10/03/2022-Appropriate fund balance of $16,620,000 for transfer to the County Capital Reserves reducing unassigned fund balance to 38% based on FY22 expenditures which is within policy goal of maintaining 27% to 35% and to implement recommendations identified in the space and facility needs study.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	16620000	Increase	Credit
109800	498043	Interfund Trans General Fund	Trans To County Cap Project	16620000	Increase	Debit

Total

Grand Total:	33240000

Request Info	
Type	Budget Amendment
Description	Repair and Maintenance Project
Justification	Board Meeting 10/03/2022-Appropriate fund balance for repair and maintenance projects to the Detention Center, Sheriff's Office, and Building D.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	1650000	Increase	Credit
104280	435100	Operation Services	Repair and Maint - Building	1540000	Increase	Debit
104280	435200	Operation Services	Repair and Maint - Equipment	110000	Increase	Debit

Total

Grand Total:	3300000

Request Info	
Type	Budget Amendment
Description	Parks operating improvements
Justification	Board Meeting 10/03/2022-Appropriate fund balance of $408,000 for operating improvements at the parks.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	408000	Increase	Credit
106130	459000	Parks	Cap Outlay-Improvements	408000	Increase	Debit

Total	
Grand Total:	816000

Request Info	
Type	Budget Amendment
Description	Solid Waste Grinder
Justification	Board Meeting 10/03/2022-Appropriate fund balance of $1,200,000 for the purchase of horizontal grinder for Solid Waste Department.
Originator	Tiffany Rogers

Items							
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr	
100000	399100	General Revenues	Fund Balance Appropriated	1200000	Increase	Credit	
104720	455000	Solid Waste	Cap Outlay-Equipment	1200000	Increase	Debit	

Total	
Grand Total:	2400000

Dutchman Creek	
Playground	$ 148,000.00
Shelter	$ 54,000.00
Sign, Landscaping and lighting	$ 18,000.00
Fencing	$ 20,000.00
	$ 240,000.00

Brunswick Nature Park	
Sign, Landscaping and lighting	$ 18,000.00
Entrance Rolling Gate	$ 18,000.00
ABC Stone	$ 10,000.00
	$ 46,000.00

Town Creek Park	
Entrance and Perimeter Fencing	$ 38,000.00
Entrance Rolling Gate	$ 18,000.00
Sign, Landscaping and lighting	$ 18,000.00
	$ 74,000.00

Ocean Isle Beach	
Amphitheater	$ 5,000.00
Sign, Landscaping and lighting	$ 18,000.00
Fencing and Entrance Rolling Gate	$ 25,000.00
	$ 48,000.00

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 3, 2022

Action Item # VII. - 2.

From:
John Nichols, P.E.

Utilities - OIB WWTP ARPA Funds (John Nichols, PS - Director of Public Utilities)

Issue/Action Requested:
Request that the Board of Commissioners authorize the use of $4,942,733 in County ARPA funds for the design and land purchase associated with the rehabilitation and expansion of the Ocean Isle Beach Wastewater Treatment Plant.

Background/Purpose of Request:
The Ocean Isle Beach Wastewater Treatment Plant is in need of significant rehabilitation and expansion. In addition to rehabilitating existing facilities, the project will provide centralized wastewater treatment by replacing some existing nearby wastewater treatment facilities and expand overall treatment capacity in the southeast area of Brunswick County. In an effort to regionalize wastewater treatment in the area, Brunswick County Public Utilities and the Town of Ocean Isle Beach entered into an agreement whereby the towns aging wastewater treatment plant was conveyed to Brunswick County and the County would provide an additional 550,000 gpd of treatment capacity to meet the Towns existing permitted collection system tributary flows. Moreover, Brunswick County intends to decommission the aged, decrepit Sea Trail wastewater treatment steel package plant system with an original design capacity of 500,000 gpd and re-route flow to the centralized, regional Ocean Isle Beach WWTP.

Also, through agreement with a developer, the County acquired the Ocean Ridge collection system, re-use system, and WWTP. The 500,000 gpd Ocean Ridge WWTP (100,000 gpd actual) was taken out of service and the capacity needs to be replaced. The proposed project will result in the interconnection of the Ocean Isle Beach WWTP with the County's Carolina Shores WWTP to add additional operational flexibility. The non-discharge OIB WWTP and associated water reclamation spray fields must undergo significant rehabilitation to be able to meet the 1.60 mgd original design capacity of the system.

A Preliminary Engineering Report will investigate new effluent disposal means such as high-rate infiltration basins or effluent re-use on other golf courses. Moreover, the installation of biosolids, dewatering, and residuals handling equipment as well as off-site digestion facilities will be part of the project (currently, a portion of the sequencing batch reactor [SBR] treatment train must be used for residual storage). It is anticipated that the failing spray irrigation fields that routinely result in Notice of Violations will be replaced with re-use force mains to supply nearby golf courses with reclaimed water for irrigation, infiltration basins, and conjunctive re-use facilities to meet re-use application needs during wet weather periods.

Additional land will be required for these facilities as there is not adequate land located on the existing OIB Wastewater Treatment site. The project will require the replacement of headworks facilities, the addition of biological treatment trains, filtration, disinfection, biosolids handling facilities (sludge thickening, sludge storage, sludge disposal), re-use facilities, and associated force mains. The rehabilitation of existing facilities, replacement of the decommissioned facilities, and regionalization commitments with the Town and Ocean Ridge developer would necessitate an after-project capacity of the OIB WWTP of 2.2 mgd treatment capacity, but a logical expansion based on the existing infrastructure would likely result in a 3.05 mgd after-

project capacity that would match the 3.05 mgd of disposal capacity.

The Brunswick County ARPA Committee reviewed and approved the Project Request and Eligibility Determination attached.

Staff recommends authorization of $4,942,733 million in County ARP funds for the design and land purchase associated with the rehabilitation and expansion of the Ocean Isle Beach Wastewater Treatment Plant.

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Reviewed By Director of Fiscal Operations
Project Ordinance and the associated budget amendments transfers American Rescue Plan Act funds of $4,942,733 and Capital Reserve funds of $372,000 to create the Ocean Isle Beach Wastewater Treatment Plant Centralization and Rehabilitation project.

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners authorize the use of $4,942,733 in County ARPA funds for the design and land purchase associated with the rehabilitation and expansion of the Ocean Isle Beach Wastewater Treatment Plant.

ATTACHMENTS:

Description

- Eligibility Determination Form
- Grant Project Ordinance
- Budget Amendment
- Budget Amendment

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American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover Fund Project Request and Eligibility Determination

This document is to be completed by the person or persons requesting American Rescue Plan Act of 2021 Coronavirus State and Local Government Fiscal Recovery Fund monies. The request with proceed through the [LOCAL GOVERNMENT NAME HERE]'s review process. The requestor will receive notice if the project is approved, with instructions on how to proceed.

BASIC INFORMATION AND DESCRIPTION

Program/Project Name:	**Ocean Isle Beach Wastewater Treatment Plant Centralization and Rehabilitation**
Program/Project Description:	The project will provide centralized wastewater treatment and rehabilitate or replace existing wastewater treatment facilities. To regionalize wastewater treatment in the area, Brunswick County Public Utilities and the Town of Ocean Isle Beach have entered into an agreement whereby the town's aging wastewater treatment plant is conveyed to Brunswick County and the County will provide an additional 550,000 gpd of treatment capacity to meet the Town's existing permitted collection system tributary flows. Moreover, Brunswick County intends to decommission the aged, decrepit Sea Trail wastewater treatment steel package plant system with an original design capacity of 500,000 gpd and re-route flow to the centralized, regional Ocean Isle Beach WWTP. Also, through agreement with a developer, the County acquired the Ocean Ridge collection system, re-use system, and WWTP. The 500,000 gpd Ocean Ridge WWTP (100,000 gpd actual) was taken out of service and the capacity needs to be replaced. The 900,000 gpd re-use system needs significant rehabilitation or will need to be replaced with an alternative means of effluent disposal. A Preliminary Engineering Report will investigate a conjunctive re-use permit whereby there would be some direct discharge as well as new effluent disposal means such as high-rate infiltration basins or effluent re-use on other golf courses. The proposed project will result in the interconnection of the Ocean Isle Beach WWTP with the County's Carolina Shores WWTP to add additional operational flexibility. The non-discharge OIB WWTP and associated water reclamation spray fields must undergo significant rehabilitation to be able to meet the 1.60 mgd original design capacity of the system. Moreover, the installation of biosolids dewatering and residuals handling equipment as well as off-site digestion facilities will be part of the project. (Currently, a portion of the SBR treatment train must be used for residual storage.) It is anticipated that the failing spray irrigation fields that routinely result in Notice of Violations will be replaced with Re-use force mains to supply nearby golf courses with reclaimed water for irrigation, infiltration basins, and conjunctive re-use facilities to meet re-use application needs during wet weather periods. Additional land will be required for these facilities as there is not adequate land located on the existing OIB Wastewater Treatment site. The project will require the replacement of headworks facilities, the addition of biological treatment trains, filtration, disinfection, biosolids handling facilities (sludge thickening, sludge storage, sludge disposal), re-use facilities, and associated force mains. The rehabilitation of existing facilities, replacement of the decommissioned facilities, and regionalization commitments with the town and Ocean Ridge developer would necessitate an after-project capacity of the OIB WWTP of 2.2 mgd treatment capacity but a logical expansion based on the existing infrastructure would likely result in a 3.05 mgd after-project capacity that would match the 3.05 mgd of disposal capacity.
Responsible Department:	Utilities
Program/Project Manager Name:	Brent Lockamy
Total Amount Requested:	$5,314,733 - ($4,942,733 ARPA + $372,000 Pay-go funded)
Internal Account Code(s): **(assigned by Finance)**	**448275**
Treasury Expenditure Category Level:	**5 Infrastructure**
Treasury Expenditure Category:	**5.1 Clean Water: Centralized wastewater treatment**
Location:	Brunswick County
Will project contain Program Income? (i.e., increased rates, expansion projects, sale of equipment, etc.)	No

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Will there be additional county funding and post commitment? If yes, explain.	Yes, the amount requested is for land acquisition, preliminary design, and final design. Per 2023 CIP, additional costs for Arch/Engineer/Legal are estimated at $1,712,267 with Construction costs of $55,495,000 to be a county-funded post commitment. Total project costs are estimated at $65,522,000.

ELIGIBILITY REVIEW

Please select appropriate ARP/CSLFRF Category below and complete the required information. Note that each requested project may only be associated with one of the following categories: 1. Public Health; 2. Negative Economic Impact; 3. Premium Pay; 4. Water, Sewer, Stormwater Infrastructure; 5. Broadband; or 6. Revenue Replacement (Government Services). Please complete all information in the applicable category and attach any required additional justifications and documentation.

1. Public Health

A. Enumerated Uses/ Safe Harbors (Must select one)

☐ COVID-19 mitigation & prevention*
☐ Medical expenses*
☐ Behavioral health care*
☐ Preventing & responding to violence*

☐ **Not on Enumerated List (Must complete Box B.)**

**See detailed list of enumerated projects in each of these categories on pages 14-16 of the Overview of the Final Rule.*

B. Written Justification (Please provide detailed responses to both these questions if checked "Not on Enumerated List" in Box A)

(1) What is the specific negative public health impact or harm experienced by an individual or a class?

(2) How does proposed project address the negative public health impact or harm?

C. Is the **project reasonably designed to benefit** the individual or class that experienced a public health impact or harm?	☐Yes	☐No
D. Is the project **related and reasonably proportional** to the extent and type of public health impact or harm experienced?	☐Yes	☐No
E. Does proposed project involve a capital expenditure between $1 million and $10 million?	☐Yes – Proceed to Box F.	☐No – Proceed to Box G.
F. Is proposed project on enumerated list in Box A? **Written justification must include the following elements:* • *Describe the harm or need to be addressed;* • *Explain why a capital expenditure is appropriate; and* • *Compare the proposed capital expenditure to at least two alternative capital expenditures and demonstrate why the proposed capital expenditure is superior.* • •	☐Yes – Record written justification* in file, but not required in Project & Expenditure Reports	☐No – Record written justification* in file and include in Project & Expenditure Reports
G. Does the proposed project involve a capital expenditure of $10 million or more?	☐Yes – Record written justification* for file and include in Project & Expenditure Reports	☐No – No further action required.

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2. Negative Economic Impact

A. Enumerated Beneficiaries (Must select one)

**See detailed list of enumerated beneficiaries and income on pages 17 & 19 of the Overview of the Final Rule.*

Beneficiaries Who Experience Negative Economic Impact from the Pandemic

☐ Low-moderate income households or communities
☐ Household that experienced unemployment
☐ Households that experienced increased food or housing insecurity
☐ Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund Program, or Medicaid
☐ When providing affordable housing programs: households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
☐ When providing services to address lost instructional time in K-12 schools: any student that lost access to in-person instruction for a significant period
☐ Small business that experienced decreased revenue or gross receipts, increased costs, financial insecurity, or other financial challenges due to the pandemic
☐ Nonprofit the experienced decreased revenue, increased costs, financial insecurity, or other financial challenges due to the pandemic
☐ Travel, tourism, hospitality industries
☐ Other industry that experienced at least 8% employment loss from pre-pandemic levels or is experiencing comparable or worse economic impacts as national tourism, travel, and hospitality sector
☐ Local government

Beneficiaries Who Experienced Disproportionately Negative Economic Impact from the Pandemic

☐ Low-income households and communities
☐ Households residing in a Qualified Census Tract (QCT)
☐ Households that qualify for Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.
☐ Small businesses operating in a Qualified Census Tract (QCT)
☐ Nonprofits operating in a Qualified Census Tract (QCT)

☐ **Not on enumerated list (Must complete Box B.)**

B. Written Justification (Provide detailed response to this question if proposed beneficiary not on enumerated list in Box A)

Define the group/class/geographical area that experienced a negative economic impact from the COVID-19 pandemic. Be specific in defining group/class/area and in defining the negative economic impact to the group/class/area. Provide QCT map.

C. Enumerated / Safe Harbor Projects (Must Select One)

Projects for Negatively Economically Impacted

Households & Communities
☐ Food assistance & food banks
☐ Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
☐ Health insurance coverage expansion
☐ Benefits for surviving family members of individuals who have died from COVID-19
☐ Assistance to individuals who want and are available for

Projects for Disproportionately Negatively Economically Impacted

Households & Communities
☐ Pay for community health workers to help households access health & social services
☐ Remediation of lead paint or other lead hazards
☐ Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
☐ Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
☐ Investments in neighborhoods to promote improved

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work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newly- employed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers
☐ Financial services for the unbanked and underbanked
☐ Burials, home repair & home weatherization
☐ Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
☐ Cash assistance
☐ Paid sick, medical, and family leave programs
☐ Assistance in accessing and applying for public benefits or services
☐ Childcare and early learning services, home visiting programs, services for child welfare- involved families and foster youth & childcare facilities
☐ Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
☐ Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing

Small Businesses
☐ Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs
☐ Technical assistance, counseling, or other services to support business planning

Nonprofits
☐ Loans or grants to mitigate financial hardship
☐ Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

Travel, Tourism, Hospitality Industry
☐ Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
☐ Technical assistance, counseling, or other services to support business planning
☐ COVID-19 mitigation and infection prevention measures (see section Public Health)

Local Government
☐ Public safety, public health, and human services salaries/benefits, to extent responding to the COVID-19 public health emergency
☐ Restoring pre-pandemic employment levels
☐ Effective service delivery

health outcomes
☐ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing
☐ Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
☐ Schools and other educational equipment & facilities

Small Businesses
☐ Rehabilitation of commercial properties, storefront improvements & façade improvements
☐ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
☐ Support for microbusinesses, including financial, childcare, and transportation costs

☐ **Not on enumerated list (Must proceed to Box D.)**

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D. Written Justification (Provide detailed response to this question if proposed project not on enumerated list in Box C.) (1) What is the specific negative economic impact or harm caused or exacerbated by the pandemic? (2) How does the proposed project address the impact or harm?		
E. Is the **project reasonably designed to benefit** the individual or class that experienced a public health impact or harm?	☐Yes	☐No
F. Is the project **related and reasonably proportional** to the extent and type of public health impact or harm experienced?	☐Yes	☐No
G. Does proposed project involve a capital expenditure between $1 million and $10 million?	☐Yes – Proceed to H.	☐No – Go to Box I.
H. Is proposed project on enumerated list in Box C? **Written justification must include the following elements:* • *Describe the harm or need to be addressed;* • *Explain why a capital expenditure is appropriate; and* • *Compare the proposed capital expenditure to at least two alternative capital expenditures and demonstrate why the proposed capital expenditure is superior.*	☐Yes – Record written justification* for file, but not required in Project & Expenditure Reports	☐No – Record written justification* for file and include in Project & Expenditure Reports
I. Does the proposed project involve a capital expenditure of $10 million or more?	☐Yes – Record written justification* for file and include in Project & Expenditure Reports	☐No – No further action needed

3. Premium Pay

Please provide description of project and attach any necessary documentation. Must conform with requirements in 31 CFR 35.6(c). (More details on this expenditure category are available here.)

4. Water, Sewer, Stormwater Infrastructure

Please provide description of project and attach any necessary documentation. Must conform with requirements in 31 CFR 35.6(e)(1).

A Preliminary Engineering Report will investigate a conjunctive re-use permit whereby there would be some direct discharge as well as new effluent disposal means such as high-rate infiltration basins or effluent re-use on other golf courses. The proposed project will result in the interconnection of the Ocean Isle Beach WWTP with the County's Carolina Shores WWTP to add additional operational flexibility. The non-discharge OIB WWTP and associated water reclamation spray fields must undergo significant rehabilitation to be able to meet the 1.60 mgd original design capacity of the system. Moreover, the installation of biosolids dewatering and residuals handling equipment as well as off-site digestion facilities will be part of the project. (Currently, a portion of the SBR treatment train must be used for residual storage.) It is anticipated that the failing spray irrigation fields that routinely result in Notice of Violations will be replaced with Re-use force mains to supply nearby golf courses with reclaimed water for irrigation, infiltration basins, and conjunctive re-use facilities to meet re-use application needs during wet weather periods. The project will require the replacement of headworks facilities, the addition of biological treatment trains, filtration, disinfection, biosolids handling facilities (sludge thickening, sludge storage, sludge disposal), re-use facilities, and associated force mains. The rehabilitation of existing facilities, replacement of the decommissioned facilities, and regionalization commitments with the town and Ocean Ridge developer would necessitate an after-project capacity of the OIB WWTP of 2.2 mgd treatment capacity but a logical expansion based on the existing infrastructure would likely result in a 3.05 mgd after-project capacity that would match the 3.05 mgd of disposal capacity.

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Choose eligible EPA Program from drop-down box below:

CWSRF-Centralized Wastewater Treatment

5. Broadband Infrastructure

Please provide description of project and attach any necessary documentation. Must conform with requirements in 31 CFR 35.6(e)(2).

6. Revenue Loss

This portion of ARP/CSLFRF funds may be used for the provision of government services. Please provide description of project and attach any necessary documentation. Note that water, sewer, stormwater, and broadband projects may be funded in this category, without having to meet all of the criteria specified in the other categories.

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Program/Project #: 8
Program/Project Short Name: OIB WWTP Central/Rehab

Program Administration Information

Proposed Project Budget, delineated by Cost Item for Allowable Cost Review

U.G. Provisions	Cost Items	Estimated Amount	Necessary/ Reasonable	% Allocable	Required Documentation (as applicable to each project)
200.430	Compensation	**N/A**	**No**		Effort Certification forms for reporting, payroll records, pay schedule, timesheets (non-exempt)
200.431	Fringe Benefits	**N/A**	**No**		Written benefits policy
200.475	Travel	**N/A**	**No**		
200.439	Equipment & Other Capital **Land**	**$3,520,000**	**Yes**		Additional justification for capital projects over $1M, COI documentation, procurement documentation, property management
200.453	Materials & Supplies	**N/A**	**No**		Procurement documentation
200.318 & 200.92	Contractual Services & Subawards	**N/A**	**No**		Sub/Contractor Classification Checklist, Agreements, COI, risk assessment, monitoring plan, procurement documentation
200.459	Consultants / Professional Services **Architectural/Engineering/Legal**	**ARPA- $1,422,733 County- $372,000**	**Yes**		Agreements, COI documentation, procurement documentation
200.465	Occupancy (Rent & Utilities)	**N/A**	**No**		Agreements, COI documentation, procurement documentation, program income
200.471	Telecommunications	**N/A**	**No**		
200.473	Training & Education	**N/A**	**No**		
200.413 (c)	Direct Administrative Costs	**N/A**	**No**		
	Add'l Cost Item		**No**		
	Total Direct Costs	**N/A**	**No**		
	Total Project Budget	**$5,314,733**			

Administrative Classification

Administration Type	☐ In-House	☒ Contractor/Vendor	☐ Sub-Recipient/Subaward
If Contractor/Vendor or Sub-recipient, has this been verified using the Classification Checklist?		☒ Yes	☐ No

Program Sub-Recipient and/or Contractor List:

Name	Tax ID #	Completion of Classification Checklist?	Contractor or Sub-Recipient	DUNS #/UEI	Date checked SAM.gov
		Choose an item.	Choose an item.		
		Choose an item.	Choose an item.		
		Choose an item.	Choose an item.		

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Key Project Dates

Due Date	Task Type	Task Description	Status
November 15, 2022	Project Task	Complete Selection of Consultant	Not Started
April 30, 2023	Project Task	Complete Preliminary Engineering Report	Not Started
April 30, 2025	Project Task	Complete Final Design	Not Started

Certification

I certify that I have reviewed the ARP Policy (link), Final Rule, Final Rule Overview and ARP Compliance and Reporting Guidance and Requirements and understand the responsibilities as project manager in providing detailed documentation, maintaining proper monitoring and compliance and submitting complete quarterly reporting packages in a timely manner to ensure deadlines are met. CERTIFY ☒

Reports on all projects (including subawards) are due to US Treasury within 30 calendar days after the end of each calendar quarter. Departments will be required to submit detailed reporting requirements to Finance for review to meet quarterly deadline. ARP funds may be used to cover eligible costs incurred during the period of March 3, 2021 - December 31, 2024. Obligations incurred by December 31, 2024 must be expended by December 31, 2026.

ALL projects will have to be defended to the US Treasury in reporting.

ARPA Committee to Complete

PROHIBITIONS VERIFICATION:

By checking these boxes, the ARPA Committee attests that the statements are true based on information at the time of request.

☒ Project does not contravene the statutory purpose of ARP, including program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19
☒ No Conflict of Interest
☒ Complies with all state and federal laws and local ordinance
☒ No pension fund deposit
☒ No borrowings or debt service
☒ No financial reserves

Uniform Guidance Compliance Requirements:

By checking these boxes, the ARPA Committee attests that the statements are true.

☒ Financial Management Compliance (adopted grant project ordinance; accounting system that tracks obligations and expenditures by project and provides comparison to budgeted amounts; appropriate journal entries completed and documented)
☒ Internal Controls (adopt and routinely monitor internal controls related to all financial processes for receiving, managing, obligating, and expending the federal award funds)
☒ Civil Rights Compliance (policy adopted and implemented)
☒ Eligible Project Documentation (policy adopted and this worksheet completed and approved according to the policy)
☒ Allowable Cost / Cost Principles Compliance (policy adopted and this worksheet completed and approved according to the policy)
☒ UG Procurement Compliance (only if appliable; policy adopted and implemented)
☒ UG Property Management Compliance (only if applicable; policy adopted and implemented)
☐ Program Income Compliance (only if applicable; policy adopted and implemented)
☐ Subaward Compliance (only if applicable; policy adopted and implemented)

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Program/Project #:
Program/Project Short Name:

Legal to Complete

STATE LAW AUTHORITY:

G.S. 153A-276 financing public enterprise improvements

ARP ELIGIBILTY (Final Rule):

31 CFR 35 at 4-5 make necessary investment in water or sewer infrastructure

Signature Approvals

John Nichols	9/26/2022
Requester/Department Head (Email Approval Accepted)	Date
Haynes M. Brigman	9/28/2022
Designated ARP Funding Manager (Email Approval Accepted)	Date
Robert V. Shaver, Jr.	9/28/2022
Legal	Date
Aaron C. Smith	9/28/2022
Director of Finance	Date
Steven T. Stone	9/28/2022
County Manager	Date

Provide signed copy of ARPA Project Eligibility Determination and Documentation Template to ARPA Committee at ARPA.Committee@brunswickcountync.gov for review and approval.

Once approved, all projects require an agenda item for BOCC approval. ARP Committee MUST approve project template prior to agenda item being completed.

ARPA Grant Project Ordinance
(OIB WWTP Centralization and Rehabilitation Project)

BE IT ORDAINED by the Board of Commissioners of Brunswick County, North Carolina that, pursuant to N.C.G.S. § 159-13.2, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). Brunswick County has received the total allocation of $27,741,111.00 in American Rescue Plan funds. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;

2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;

3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;

4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,

5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: Brunswick County has elected to take the standard allowance, as authorized by 31 C.F.R. Part 35.6(d)(1) and expend its standard allowance of ARP/CSLFRF funds for the provision of general government services.

Section 3: The following amounts are appropriated for the project and authorized for expenditure:

American Rescue Plan		
Revenues:		
American Rescue Plan Revenue		27,741,111
Total Grant Fund Revenues	**$**	**27,741,111**
Expenditures:		
American Rescue Plan Expenditure	$	4,221,567
Salary and Wages - Reimburse		
Premium Pay		1,909,016
Direct Administrative - Grants Management		105,000
Lead and Copper		268,750
Fringe Benefits Reimbursement		
Premium Pay		460,527
Direct Administrative - Grants Management		40,000
Lead and Copper		106,250
Direct Cost Administrative Reimbursement		5,000
Professional Services - Other - Lead and Copper		380,000
Motor Fuels - Lead and Copper		20,000
Supplies and Materials - Lead and Copper		20,000
Training and Expense - Lead and Copper		5,000
Contract Services - Lead and Copper		550,000
Vehicles on Road - Lead and Copper		50,000
Repair and Maintenance Grounds - Parks		1,497,000
Capital Outlay Improvement - Parks		503,000
Transfer to General Fund		
Revenue Replacement General Government Services		
Law Enforcement Salary and Benefits 7/1/21-3/31/22		10,000,000
Transfer to Sewer Fund		
Capital Outlay ARP Transfer Main Project - Trailwood Force Main		126,989
Transfer to Water Capital Project Fund		
Architectural/Engineering/Legal - St. James SE Area Improvements		175,480
Construction - St. James Area Improvements		1,754,799
Transfer to Wastewater Capital Project Fund		
Land - OIB WWTP Central/Rehab		3,520,000
Architectural/Engineering/Legal - OIB WWTP Central/Rehab		1,422,733
Total Grant Fund Expenditures	**$**	**27,141,111**

Section 4: The following revenues are anticipated to be available to complete the project:
ARP/CSLFRF Funds:

$4,942,733	**Brunswick County Direct ARP Funds**
$ 372,000	**Transfer from Wastewater Fund**
$5,314,733	**Total ARP Funding**

Section 5: The Director of Fiscal Operations is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2

C.F.R. 200.430 and 2 C.F.R. 200.431 and Brunswick County's Allowable Costs and Costs Principles Policy.

Section 6: The Director of Fiscal Operations is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Clerk to the Board of Commissioners and entered into the minutes of the meeting at which it was adopted.

Section 8: This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by Brunswick County, whichever occurs sooner.

Adopted this the 3rd day of October, 2022.

_____

Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____

Daralyn Spivey, NCCCC
Clerk to the Board

Request Info	
Type	Budget Amendment
Description	ARP OIB WWTP Central-Rehab
Justification	Board Meeting 10/03/2022 - Appropriate $4,942,733 of ARP funding and transfer $372,000 from Wastewater Fund to support the Ocean Isle Beach Wastewater Treatment Plant Centralization and Rehabilitation project. Project will provide centralized wastewater treatment and rehabilitation or replace existing wastewater treatment facilities.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
449800	398662	Interfund Trans Wstwtr Cap Rsv	Trans Frm Wastewater Fund	-372000	Decrease	Debit
449800	464423	Interfund Trans Wstwtr Cap Rsv	OIB Wastewater Plant Upgrades	-372000	Decrease	Credit
448275	398662	OIB WWTP Centralize-Rehab ARPA	Trans Frm Wastewater Fund	372000	Increase	Credit
448275	398223	OIB WWTP Centralize-Rehab ARPA	Trans Frm Special Revenue Fund	4942733	Increase	Credit
448275	464011	OIB WWTP Centralize-Rehab ARPA	Land	3520000	Increase	Debit
448275	464001	OIB WWTP Centralize-Rehab ARPA	Arch/Engnrg/Legal	1794733	Increase	Debit

Total	
Grand Total:	9885466

Request Info	
Type	Budget Amendment
Description	ARP OIB WWTP Central-Rehab
Justification	Board Meeting 10/03/2022 - Transfer $4,942,733 of ARP funding to support the Ocean Isle Beach Wastewater Treatment Plant Centralization and Rehabilitation project. Project will provide centralized wastewater treatment and rehabilitation or replace existing wastewater treatment facilities.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
230010	464052	American Rescue Plan	American Rescue Plan	-4942733	Decrease	Credit
230010	498044	American Rescue Plan	Trans to Wastewater Cap Proj	4942733	Increase	Debit

Total

Grand Total:	0