BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
November 7, 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. Administration - Brunswick County Schools Contracts for Town Creek Elementary School Addition

   Request that the Board of Commissioners approve and authorize the Chairman to sign a Design Consultant Agreement with Becker Morgan Group, Inc. in the amount of $558,800, and a Construction Manager At Risk Agreement with W.M. Jordan Company, Incorporated in the amount of $7,271,379, both associated with facility upgrades at Town Creek Elementary School. Further request that the Board of Commissioners approve and authorize the Chairman to execute an Agency Agreement between the Brunswick County Board of Education and Brunswick County to enable the Board of Education to request a sales tax refund from the NC Department of Revenue for the project. The Agency Agreement would also permit the Board of Education to approve associated contracts, purchase orders, and change orders in amounts up to $300,000 with subsequent reporting to the Board of Commissioners. Such approval authority is limited only to amounts specified in the Board of Education budget for this project, as approved by the County, and no expenditures outside of those parameters will be approved or ratified.

2. Administration - Budget Calendar FY 2023-2024

   Request that the Board of Commissioners consider approval of the FY 2023-2024 Budget Calendar.

3. Clerk to the Board - Annual Rural Operating Assistance Program Funding

   Request the Board of Commissioners approve and authorize the County Manager to sign the annual funding ROAP application, the MOU and the Certified Statement.

4. Clerk to the Board - Brunswick Community College Budget Review Form

   Request that the Board of Commissioners approve the required budget request sign-off form stating that the Brunswick Community College Budget has been reviewed and approved for FY 2022-23.

5. Clerk to the Board - Meeting Minutes - October 17 2022

   Request the Board of Commissioners adopt the minutes from the October 17, 2022 Board Meeting.

6. County Attorney - Bella Point, Ph 2 Subdivision DOD

   Consider accepting the Deed of Dedication for water and sewer infrastructure for Bella Point, Phase 2, Subdivision.

7. County Attorney - Country Walk Subdivision DOD

   Consider accepting the Deed of Dedication for water and sewer infrastructure in County Walk Subdivision.

8. County Attorney - The Bluffs on the Cape Fear, Ph 4B, Sec 2 DOD

Consider accepting the Deed of Dedication for water and sewer infrastructure in The Bluffs on the Cape Fear, Phase 4B, Section 2.

9. Finance - Fiscal Items

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

-FY16 Enterprise Water Mains Top 7 Budget Amendment and CPO
Transfer $40,000 from the water capital reserve undesignated to FY16 Enterprise Water Mains Top 7 for reimbursable expenses and CPI increase to East Coast Engineering due to resumption of abandoned project and changes and additions to NCDOT permit as allowable under the original contract.

-Approve and authorize the chairman to sign the grant agreements for the federal airport grant 36237.45.19.1 in the amount of $13,469 with a local match of $1,497, the federal airport grant 36237.45.19.2 in the amount of $333,332 with no local match, and the State Capital and Infrastructure funds grant in the amount of $450,000 with no local match. Funding for the grants and local match were approved on the October 17, 2022 Board of Commissioner's meeting.

- Local Assistance and Tribal Consistency Fund (LATCF) ARPA Grant
Request Board of Commissioners approve and authorize the Finance Director to submit application and County Manager to accept award for the Local Assistance and Tribal Consistency Fund (LATCF) ARPA dollars in the amount of $100,000 available to eligible revenue sharing counties and Tribal governments to serve as a general revenue enhancement program.
Section 605 of the Social Security Act, added by Section 9901 of the ARPA, established the LATCF, which provides for Treasury to pay $2 billion to eligible revenue sharing counties and eligible Tribal governments across fiscal years 2022 and 2023 for use on any governmental purpose except for a lobbying activity. Treasury's allocation formula is based on the calculation of a county's relative economic condition compared to other eligible revenue sharing counties and its acres of federal land.

Eligible recipients must submit a request for funding in the Treasury Submission Portal to receive payments and sign an award agreement. Payments will be received in two tranches; the first tranche will be available within 4-5 days of submission and the second will be obtainable in FY23.
Funds will cover personnel costs deemed eligible use expenses under the Government Services category on Treasury's non-exhaustive list of activities that fulfill a government purpose. LATCF dollars will allow the County to redirect General Fund dollars previously spent on personnel costs to support other County and community project needs.

10. Health and Human Services - Public Housing - Local Preferences

Request that the Board of County Commissioners approve the recommended Local Preference policy change to the Housing Choice Voucher (Section 8) Administrative Plan.

11. Health and Human Services - Public Housing - Stability Voucher Program

Request the Board of Commissioners approve a request to apply for Stability Voucher Program funding if invited by the Department of Housing and Urban Development.

12. Library - ARPA Funds for Public Computers

Request that the Board of Commissioners approve an allocation of $72,800 from ARPA funds for the purchase of public-access computers.

13. Sheriff's Office - 911 Board Grant Award Acceptance

    Request that the Board of Commissioners accept a grant award from the North Carolina 911 Board in the amount of $238,721.50 with no county match requirement. The funds will be used to replace the primary center's backup radio consolettes with twenty-three (23) consolettes.

14. Sheriff's Office - 911 Center Phone System Contract Extension

    Request that the Board of Commissioners approve a fourth extension of the existing 911 Center Phone System agreement with ePlus Group, Inc. for six months, maintaining the current monthly rate in the state 911 budget 224376.

15. Sheriff's Office - Motorola Solutions Agreement (Radio Consolettes)

    Request the Board of Commissioners award the contract to Motorola Solutions Inc. for the purchase of the radio consolettes awarded in the aforementioned 911 State Board Grant in the amount of $238,721.50 with no county match requirement.

16. Sheriff's Office - Wellpath Amendment for Inmate Health Services

    Request the Board of Commissioners approve the first amendment to the inmate health services agreement provided by Wellpath, LLC. This amendment adjusts the annual contract from $1,388,183.00 annually to $1,429,828.49 annually, which was part of the FY23 budget request.

17. Soil & Water - NRCS Agricultural Land Easement Application FY23 Funding Round

    Requesting the approval of the Board of Commissioners to reapply for the NRCS Agricultural Land Easement grant as presented at the March 21, 2022 Commissioners Meeting with updated FY23 forms.

18. Utilities - Camera and Door Security System - NC Sound (Trent Murphy, Purchasing Manager)

    Request that the Board of Commissioners approve a budget amendment for the purchase of a camera/security system for the Utilities Operation Center (UOC) for $21,666.02 and a door access control system for $38,446.19 from North Carolina Sound of Goldsboro, LLC in accordance with NCGS 143-129.

19. Utilities - Navassa Wastewater Collections System Rehab - McGill and Associates (Brent Lockamy, PE - Deputy Director)

    Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Professional Services agreement with McGill Associates, PA in the amount of $327,000 for engineering services, construction administration, and grant administration associated with the grant funded Navassa Wastewater Collection System Rehabilitation Project.

20. Utilities - SE Area Improvements - CDM Smith (Brent Lockamy, PE - Deputy Director)

    Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Professional Services Contract with CDM Smith in the amount of $89,470 for engineering services associated with the ARPA funded Southeast Area Improvements – St. James Preliminary Engineering Report project (PER).

21. Utilities - Southern Vac Camera Trailer (Trent Murphy - Purchasing Manager)

    Request that the Board of Commissioners approve the budget-appropriated purchase of a Rausch Portable Camera Trailer from City Works Equipment and Supply, LLC, DBA Southern Vac for $149,874.00 as an exception to the bidding

requirements in accordance with NCGS 143-129(e)(3).

VI. Presentation

1. Clerk to the Board - Resolution - Jennings Edge

   Request the Board of Commissioners consider adopting this resolution to honor Mr. Jennings Edge of Calabash who was instrumental over the last 38 years in his service to Fire Department of the Calabash community.

2. Clerk to the Board - Resolution - National Hunger and Homelessness Awareness Week

   Request the Board of Commissioner's adopt the Proclamation recognizing the week of November 12-20, 2022 as National Hunger and Homelessness Awareness Week.

3. Finance - Presentation - Auditor's Report on the Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2022 (Paula Hodges, Partner - Martin Starnes and Associates, CPAs, P.A.)

   Request that the Board of Commissioners receives the report from Ms. Paula Hodges, partner of Martin Starnes and Associates, CPAs, P.A., regarding the auditors' opinion of the Annual Comprehensive Financial Report for the fiscal year ended June 30, 2022.

VII. Administrative Report

1. Code Administration - Appropriation of Revenue for 2 Commercial Plan Reviewers and Equipment

   Request that the Board of Commissioners appropriate permit fee revenues to hire two additional Commercial Plan Reviewers and associated equipment (laptops, large monitors, desks) totaling $135,000.

2. Utilities - NW Water Treatment Plant AWOP Award (Glenn Walker, Water Resources Manager)

   Request recognition of Superintendent Thad Hill and Chief Operator Justin Loiacono at the Northwest Water Treatment Plant (WTP) for once again receiving the Area Wide Optimization Process (AWOP) award for outstanding turbidity removal.

VIII. Board Appointments

1. Clerk to the Board - Board Appointment - Child Fatality Prevention Team

   Request the Board of Commissioners Consider appointment of Lt. Tony Henson of the Brunswick County Sheriff's Office as the Sheriff's appointee of the Team

2. Clerk to the Board - Board Appointment - Library

   Request the Board of Commissioners consider appointment of Diana Fotinatos and Marilyn Shapiro as "at large" appointments to the Library Board.

3. Clerk to the Board - Board Appointment - JCPC

   Request the Board of Commissioners consider appointment of Mr. Kenneth Gamm to the JCPC.

IX. Other Business/Informal Discussion

X. Adjournment

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 1.

From:
Aaron Smith, Director of Fiscal Operations

Administration - Brunswick County Schools Contracts for Town Creek Elementary School Addition

Issue/Action Requested:
Request that the Board of Commissioners approve and authorize the Chairman to sign a Design Consultant Agreement with Becker Morgan Group, Inc. in the amount of $558,800, and a Construction Manager At Risk Agreement with W.M. Jordan Company, Incorporated in the amount of $7,271,379, both associated with facility upgrades at Town Creek Elementary School. Further request that the Board of Commissioners approve and authorize the Chairman to execute an Agency Agreement between the Brunswick County Board of Education and Brunswick County to enable the Board of Education to request a sales tax refund from the NC Department of Revenue for the project. The Agency Agreement would also permit the Board of Education to approve associated contracts, purchase orders, and change orders in amounts up to $300,000 with subsequent reporting to the Board of Commissioners. Such approval authority is limited only to amounts specified in the Board of Education budget for this project, as approved by the County, and no expenditures outside of those parameters will be approved or ratified.

Background/Purpose of Request:
Brunswick County Schools requests approval to proceed with facility upgrades at Town Creek Elementary School to include the addition of eight (8) classrooms and other potential facility improvements. The entire project will be funded with reserve funds specifically designated for Brunswick County Schools. After advertising the project, the Board of Education received two responses to a request for qualifications for architectural services and four responses to bidding documents for construction services. The Board of Education requests approval to award the Design Consultant Agreement to Becker Morgan Group, Inc. in the amount of $558,800, and the Construction Manager At Risk Agreement to W.M. Jordan Company, Incorporated in the amount of $7,271,379. The project and all associated contracts are expected to be on the agenda of the November 1, 2022, Board of Education meeting for approval. Further, the Board of Education would like to seek a tax refund for the project and requests that Brunswick County enter into an Agency Agreement to enable them to do so.

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Amendment transfers Ad Valorem contingency for funding of the design and construction of the Brunswick County School's Town Creek Elementary School addition.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve and authorize the Chairman to sign a Design Consultant Agreement with Becker Morgan Group, Inc. in the amount of $558,800, and a Construction Manager At Risk Agreement with W.M. Jordan Company, Incorporated in the amount of $7,271,379, both associated with facility upgrades at Town Creek Elementary School. Further request that the Board of

Commissioners approve and authorize the Chairman to execute an Agency Agreement between the Brunswick County Board of Education and Brunswick County to enable the Board of Education to request a sales tax refund from the NC Department of Revenue for the project. The Agency Agreement would also permit the Board of Education to approve associated contracts, purchase orders, and change orders in amounts up to $300,000 with subsequent reporting to the Board of Commissioners. Such approval authority is limited only to amounts specified in the Board of Education budget for this project, as approved by the County, and no expenditures outside of those parameters will be approved or ratified.

ATTACHMENTS:

Description

- Design Consultant Agreement - Becker Morgan Group, Inc.
- Construction Manager At Risk Agreement - W.M. Jordan Company, Incorporated
- Agency Agreement
- Board of Education Approval Memos
- Budget Amendment
- Capital Project Ordinance Town Creek Project
- Capital Project Ordinance School Projects

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AGREEMENT FOR

DESIGN CONSULTANT SERVICES

BETWEEN

BRUNSWICK COUNTY BY AND THROUGH ITS AUTHORIZED AGENT, BRUNSWICK COUNTY BOARD OF EDUCATION

hereinafter referred to as the Owner

AND

Becker Morgan Group, Inc.

hereinafter referred to as the Design Consultant

PROJECT: **Town Creek Elementary 8-Classroom Addition**

DATE: **November 7, 2022**

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AGREEMENT FOR DESIGN CONSULTANT SERVICES

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AGREEMENT FOR

DESIGN CONSULTANT SERVICES

This Agreement is made this 7th day of November**,** 2022 by and between the Owner **Brunswick County by and through its authorized agent, Brunswick County Board of Education**, and the Design Consultant, Becker Morgan Group, Inc. for Professional Services in connection with the Project known as:

Town Creek Elementary School 8-Classroom Addition

The Owner and the Design Consultant agree as set forth below:

ARTICLE 1

DEFINITIONS

The following words and phrases where appearing in initial capitalization, shall for the purposes of this Agreement have the following meanings:

1.1 Project. The objective is to design and construct a new eight (8) classroom addition and corridor.

1.1.1 The square footage for the facility would be approximately 11,300 square feet.

1.1.2 Project Parameters

1.1.2.1 The physical parameters are: the new Town Creek Elementary School ("TCES") Addition and Corridor will be constructed on the site owned by **Brunswick County by and through its authorized agent, Brunswick County Board of Education** located at 6330 Lake Park Dr., SE., Winnabow, NC 28479, including driveways, parking lots, play areas, and service drives to support the new facility.

1.1.2.2 Overview of Design Consultant's Scope: The Design Consultant's fee includes the complete design of a new eight (8) classroom addition including all architectural, sitework, extensions of utilities, civil, structural, mechanical, plumbing, electrical, landscape, fire suppression, food service, technology infrastructure (including all required cabling, but excluding servers, smartboards, laptops, phones, cameras, flat panel TVs, and other such devices), and any other work required for a complete set of design documents. The Design Consultant's fee shall also include structured cabling and raceways for phone system, paging system, data systems, intrusion detection system, video surveillance system, audio systems and video distribution systems, and expansion of the head-ends as required.

1.2 Design Consultant. Design Consultant as used herein shall mean the architect or engineer identified above.

1.3 Sub-Consultant. Sub-Consultant as used herein shall mean any consultant or sub-consultant retained by or on the behalf of the Design Consultant for the performance of any Services pursuant to this Agreement. The Design Consultant's use of a Sub-Consultant shall not relieve the Design Consultant of any responsibility for providing the Services outlined in this Agreement.

1.4 Services. The Services to be performed by the Design Consultant under this Agreement shall consist of the Basic Services described in Article 3, any Additional Services under Article 7, and any other obligations of the Design Consultant included in this Agreement.

1.5 Construction Contract. The Construction Contract shall consist of the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Owner-Construction Manager Agreement, and all General Conditions, Amended Conditions, and Supplemental Conditions thereto, all of which shall be compatible and consistent with this

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Agreement. In the event of any conflict between the terms of this Agreement and the Owner-Construction Manager Agreement, the terms of this Agreement shall control.

1.6 Construction Contract Award Price. The amount established in the Design, Construction and Equipment Budget, attached as Exhibit A, for the total cost of the work to be performed by the Construction Manager pursuant to the Construction Contract shall be referred to as the Construction Contract Award Price or CCAP. The CCAP shall include the cost of the work, CM fee, CM contingency, CM's general conditions, and bonds/insurance. The cost of the work shall be defined as the construction bids received by the CM for all portions of the work.

1.7 Construction Manager. The Owner intends to hire a Construction Manager at Risk ("CM") for the Project pursuant to N.C. Gen. Stat. Sec. 143-128.1. The term "Construction Manager" or "CM" means the Construction Manager or its authorized representative. The Construction Manager's services shall be as stated in this Agreement and generally in the form Owner-Construction Manager Agreement attached to this Agreement as Exhibit G and incorporated by reference. If and when the Owner selects a Construction Manager, the Design Consultant shall have the opportunity to consult with the Owner on the final Agreement prior to execution.

1.8 Program of Requirements. The Program of Requirements or "Program" is the detailed written summary of the requirements of the facility which sets forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, quality levels, flexibility and expandability, special equipment and systems and site requirements, as described in Exhibit B.

1.9 Management Plan. The Management Plan is the description and definition of the phasing, sequencing and timing of the major project activities for design, construction procurement, construction and occupancy as described in Exhibit C. The Management Plan shall be incorporated into the CM's schedule for the Project.

1.10 Design Phase Change Order. A Design Phase Change Order is the form of documentation from the Owner approving and authorizing a modification to Exhibits A, B and/or C attached hereto, or previously approved Design Phase documents.

ARTICLE 2

RELATIONSHIP OF THE PARTIES

2.1 Design Consultant Services. The Design Consultant shall provide professional architectural/engineering services for the Project in accordance with the terms and conditions of this Agreement. The Design Consultant's performance of the Services shall be as professional consultant to the Owner and as a cooperating partner with the Construction Manager to carry out the activities of Project design and construction administration and to provide the technical documents and supervision to achieve the Owner's Project objectives. The Design Consultant may employ Sub-Consultants to provide discreet portions of the Services pursuant to this Agreement. The Design Consultant shall ensure that all services provided by a Sub-Consultant are provided in accordance with the terms and conditions of this Agreement. The Design Consultant shall coordinate the services of any Owner provided professional consultants and any vendors for furniture and equipment to design spaces.

2.1.1 The consultants retained at the Design Consultant's expense include the following:

Structural:	Woods Engineering
Plumbing:	CBHF Engineers, PLLC
Mechanical:	CBHF Engineers, PLLC
Electrical:	CBHF Engineers, PLLC
Civil/Landscape:	McGill Associates

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2.1.2 The Design Consultant shall require each of its consultants to execute an agreement similar to the agreement attached as Exhibit D certifying that the consultant has read and is thoroughly familiar with the terms of this Agreement and that the pertinent provisions of this Agreement shall govern the work performed by the consultant.

2.2 Owner Representation. The Owner shall employ and assign a Project Manager from the Brunswick County Board of Education to serve as the Owner's Representative on the Project ("Owner's Representative"). The Owner's Representative has no design responsibilities of any nature. None of the activities of the Owner's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Design Consultant or Sub-Consultant in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. Instructions by the Owner to the Design Consultant relating to the Services will be issued or made by or through and in accordance with procedural, organizational, and documentation standards established by the Owner's Representative. Communications and submittals of the Design Consultant to the Owner and Construction Manager shall be in writing and issued or made in accord with similar procedural and documentation standards established by the Owner's Representative. The Owner's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Design Consultant and Construction Manager and to call periodic conferences to be attended by the Design Consultant, its Sub-Consultants, the CM and the CM's contractors, throughout the term of this Agreement.

2.2 Other Consultants. The Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other consultants under separate contract with the Owner, including but not limited to: Land Surveying Consultant, Geotechnical Consultant, and/or Materials Testing Consultant.

2.3 Design Consultant Representation.

2.3.1 The Design Consultant shall provide a list to the Owner and the Construction Manager of all Sub-Consultants which the Design Consultant intends to utilize relating to the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the Sub-Consultants as may be requested by the Owner or Construction Manager. The Owner will review the Sub-Consultants proposed. The Design Consultant shall not retain a Sub-Consultant to which the Owner has a reasonable objection. The Design Consultant shall be and use only individuals or firms that are properly licensed in North Carolina and regularly engaged in the fields of expertise required for this Project. In addition, the Design Consultant shall use an individual or firm with specific expertise in roofing certified by licensure as a Registered Roofing Consultant for the design of roofing system.

2.3.2 The Design Consultant shall provide to the Owner and the Construction Manager a list of the proposed key project personnel of the Design Consultant by position, including Sub-Consultants, to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the Owner or Construction Manager, through the Owner's Representative. Such key personnel and consultants shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner unless said personnel cease to be employed.

2.3.3 The Design Consultant shall include normal structural, plumbing, mechanical, electrical and other engineering services necessary to produce a reasonably complete and accurate set of Construction Documents. All consultants who will perform services required by this Agreement shall execute an agreement with the Design Consultant with terms not inconsistent with this Agreement.

2.3.4 The Design Consultant shall require each of its consultants to execute an agreement similar to the agreement attached as Exhibit D certifying that the consultant has read and is thoroughly

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familiar with the terms of this Agreement and that the pertinent provisions of this Agreement shall govern the work performed by the consultant.

2.3.5 The Design Consultant represents and warrants that at the time of execution of this Agreement he has and will retain all licenses and certifications required of him to perform the services and other work identified in this Agreement and associated contract documents. The Design Consultant further represents and warrants that it is lawfully licensed to practice architecture in the jurisdiction where the project is located. The Design Consultant shall keep this licensure in good standing without lapse throughout the term of this Agreement. The Design Consultant shall provide proof of this licensure to the Owner and/or Contractor upon request.

2.4 Division of Responsibilities/Services. The Design Consultant understands and agrees that should the Owner's Representative, Construction Manager, or consultant retained by the Owner provide the Design Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner or any other representative of the Owner shall in no way relieve the Design Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.

2.5 Design Consultant's Relationship with the Construction Manager. The Design Consultant acknowledges that the Owner shall employ a Construction Manager for the Project. The Construction Manager shall perform all the Construction Manager's Services outlined in the agreement between the Construction Manager and the Owner attached as Exhibit G (Owner-Construction Manager Agreement). The Construction Manager's Basic Services shall include the pre-design phase, design phase, procurement phase, construction phase and post-construction phase services. During the performance of the Services the Design Consultant shall cooperate and work in good faith with the Construction Manager as a cooperating partner with the Construction Manager (so long as such cooperation serves the Owner's best interests and the Owner's Project objectives) on all relevant issues including those associated with constructability, construction cost, sequence of construction, construction duration, time for construction, separation of the Project contracts for various categories of work and any other services reasonably necessary to assist the Construction Manager with the pre-construction services of the Project within the CCAP. If and when the Owner executes a CM-at-Risk Agreement, the tenets of cooperation as outlined in this paragraph shall carry forward.

ARTICLE 3

BASIC SERVICES

3.1 Scope of Services. The Basic Services, as defined in this Article, to be provided by the Design Consultant shall be performed in the phases described hereinafter and shall include architectural, landscape architectural, civil engineering, structural engineering, mechanical engineering, electrical engineering, roofing engineering, and all other services customarily furnished by an architect/engineer on similar projects in accordance with generally accepted architectural and engineering practices consistent with the terms of this Agreement. The Design Consultant shall utilize an individual or firm with specific expertise in acoustics for any middle or high school auditorium or music room. The Basic Services to be performed by the Design Consultant consist of professional tasks which have as their objective design, production of technical documents and construction administration to provide the Owner with a complete and properly functioning facility. The Basic Services shall be performed in accordance with the standard of care set forth in this Agreement. The facility shall be suitable for the Owner's purposes, be structurally sound, satisfy the Owner's requirements, comply with all applicable codes and laws, and be completed on a timely basis and within the approved CCAP. To provide the optimal constructed value, the Design Consultant shall analyze alternative materials and building systems at the appropriate phases throughout the Basic Services phases.

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3.1.1 This Agreement describes the Design Consultant's Basic Services in seven (7) phases. Each of these phases (Design Narrative, Schematic Design, Design Development, Construction Contract, Permitting and Bid/ Negotiation, Construction, and Post Construction) may be divided to facilitate bidding of separate trade contracts or phased construction activities. The Owner and/or the Construction Manager shall have the right to determine early, late and other separate contract awards and may modify the Management Plan to change the number and times of issue of various contract document packages at no additional compensation to the Design Consultant so long as there are no more than two (2) bid packages for the various portions of the Project (which packages do not include individual material purchase orders, bid package alternates and rework by the Design Consultant of documents already completed, which shall be provided at no additional cost).

3.1.1.1 The Services described below are under the Project phases in which they customarily occur. This order is for convenience only and does not necessarily reflect the sequence in which a service will actually be performed, or necessarily limit the Project, or a designated portion of the Project, to one of each phase. The Owner, through its Representative and/or the Construction Manager, reserves the right to designate the phasing of segregated portions of the Services and to modify the Management Plan, within the terms and conditions of this Agreement.

3.1.2 Design Narrative Phase.

3.1.2.1 The Design Consultant shall examine and analyze available information provided by the Owner and Construction Manager and shall advise and recommend as to additional information necessary to begin specific design work on the Project.

3.1.2.2 Upon analysis of all available information and prior to initiating any design tasks, the Design Consultant shall participate in a pre-design Project analysis on the dates specified in the Management Plan contained in Exhibit C or as may subsequently be approved. The Design Consultant shall have in attendance the individuals who will represent the primary architectural and engineering disciplines on the Project and others as may be requested by the Owner's Representative or Construction Manager. The Design Consultant shall take and transcribe minutes of the sessions.

3.1.2.3 Upon conclusion of the pre-design Project analysis and in accordance with the Management Plan, the Design Consultant shall prepare a report to the Owner and Construction Manager (hereinafter referred to as the Design Narrative) which is the Design Consultant's interpretation of the Project requirements, design parameters and objectives, and results of the pre-design Project analysis. To the maximum extent possible, the Design Narrative will contain diagrammatic studies and pertinent text relative to: design concept; Program of Requirements; analysis of alternatives; internal functions; human, vehicle and material flow patterns; general space allocations; detailed review of operating functions; studies of adjacency, vertical and horizontal affinities; and outline descriptions of major building components and systems.

3.1.2.4 Upon written authorization from the Owner to proceed, and based on the approved Design Narrative, the CCAP, Program of Requirements, and the Management Plan (Exhibit C), the Design Consultant shall prepare Schematic Design studies consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components for approval by the Owner.

3.1.2.5 The Owner and the Design Consultant recognize the volatility of the current construction marketplace and agree that in the event that during the Design Narrative phase, the statement of probable construction cost predicts a CCAP beyond the target budget, that the parties will work together in good faith to address the scope and budget of the Project. Any proposed resolution shall be subject to the approval of the governing boards of Brunswick County and the Board of Education.

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3.1.3 Schematic Design Phase.

3.1.3.1 The Design Consultant shall periodically provide the Owner's Representative and the Construction Manager with copies of Schematic Design studies for their review during the Schematic Design Phase. The Design Consultant shall review any recommendations from the Construction Manager, including any recommendations regarding the constructability, construction cost, sequence of construction, construction duration, possible means and methods of construction, time for construction and separation of the Project contracts for various categories of construction, to confirm that they are architecturally sound and do not adversely impact the scope, functionality or requirements of the Project. The Design Consultant's review of these recommendations shall not relieve or in any way diminish the Construction Manager's responsibilities pursuant to the Owner-Construction Manager Agreement. At the end of the Schematic Design Phase, the Design Consultant shall provide the Owner's Representative with up to two (2) full size complete sets of the drawings and other documents for approval by the Owner. The Design Consultant also shall provide the Construction Manager with two (2) full size complete sets of the drawings and other documents identical to those provided to the Owner.

3.1.3.2 The Design Consultant, and the relevant Sub-Consultants, shall participate as requested in meetings with Owner's staff and/or the Construction Manager to review the project, receive the Owner's and the Construction Manager's input and provide responses to input.

3.1.3.3 The Design Consultant shall prepare the necessary documents and make presentations as scheduled to the Board of Education and/or its committees as determined by the Facility Planning & Construction Department. Documents required for presentation shall include mounted and colored site plans, floor plans and elevations.

3.1.3.4 Documents prepared by the Design Consultant for final Schematic Design Phase submittal shall include drawings and a written report. The drawings shall include, but not be limited to, a proposed site utilization study of the property of the Project, schematic plans of all floor plan conditions, and simplified elevations indicating the fundamentals of the architectural concept. The report shall include the status of the work in accordance with Exhibit C – Management Plan, a summary of programmed versus actual square footage by room or area and net to gross comparisons in a format defined by the Owner; such discussion of design factors, if any, as are pertinent in the opinion of the Design Consultant; and descriptions of proposed engineered systems, proposed construction methods, proposed materials and proposed work to be included in the construction contracts. Further, the report should include any minutes from meetings or telephone conferences with, or letters from review agencies with responses, and responses to all review comments from the Owner and the Construction Manager from previous reviews. The Design Consultant shall submit its estimate and breakdown of the anticipated construction cost no later than two (2) business days in advance of the scheduled Schematic Design review meeting. The Design Consultant shall prepare such estimates to assure that the Project cost is within the CCAP or include specific alternates to the design that do not impact the scope of the Project to bring the Project estimate into alignment with the CCAP.

3.1.3.5 A statement from the Design Consultant with the final Schematic Design Phase submittal shall be included that acknowledges that Design Consultant has reviewed all of the applicable Design Guidelines and Educational Specifications and confirms that they have been incorporated in the documents unless specifically noted in writing.

3.1.3.6 The Design Consultant shall submit a written statement indicating that local governing authorities are aware of the Project, and the necessary requirements of such agency will be met.

3.1.3.7 To be considered acceptable for final Schematic Design Phase submittal, the documents shall contain all of the following unless otherwise agreed in writing:

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3.1.3.7.1 Architectural

(i) Plans (at 1/8” scale) showing complete building layout, and identifying areas, room by room, showing square footage with comparisons to program standards, and core areas and their relationships.

(ii) Preliminary building section and elevations indicating location and size of fenestration.

(iii) Preliminary furniture layouts of critical spaces (i.e. dining area, media center).

(iv) Site plan(s) with building located and an overall grading plan with a minimum of 1’-0” contour lines. All major site development such as orientation, access road paving, walls, and outside support buildings, structured parking facilities, programmed play areas, and paved parking lots, along with preliminary stormwater management and erosion control features should be shown.

(v) Gross and net area calculations separated to show conformance with the Program of Requirements.

(vi) Preliminary Building Code Summary.

3.1.3.7.2 Structural

(i) Narrative of structural system (precast, structural steel with composite deck, structural steel with bar joists, etc.).

(ii) Identification of foundation requirements (fill requirements, piles, caissons, spread, footings, etc.).

3.1.3.7.3 Mechanical

(i) Block heating, ventilating and cooling loads calculations including skin versus internal loading.

(ii) Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.

(iii) Location of all major equipment in allocated spaces.

(iv) Location of all service entrances.

3.1.3.7.4 Electrical

(i) Lighting fixtures outlined in the plan and roughly scheduled showing types of fixtures to be used.

(ii) Major electrical equipment roughly scheduled indicating size and capacity.

(iii) Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, transformers and emergency generator, if required.

(iv) Description of specialized electrical systems (fire alarm, intercom, voice/data, MATV).

(v) Legend showing all symbols used on drawings.

(vi) Projected energy use.

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3.1.3.8 Documents not complying with Subparagraph 3.1.3.7 shall be returned to the Design Consultant for correction at no additional charge to the Owner and with no change to the overall Project design schedule.

3.1.3.9 Upon Owner acceptance and approval of the Schematic Design, the structural bay sizes, floor elevations and exterior wall locations (building "footprint") may not be changed except by a design phase change order. Interior wall locations shall not be changed unless approved in writing by the Owner.

3.1.4 Design Development Phase.

3.1.4.1 The Design Consultant shall prepare from the approved Schematic Design Studies, for further approval by the Owner, the Design Development documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

3.1.4.2 Design Development documents prepared by the Design Consultant shall include drawings and a written report in more detail than the Schematic Design documents and shall take into account the Owner's and the Construction Manager's comments on the previous submittal. The report shall include the status of the Services in accordance with the Management Plan, a summary of programmed versus actual square footage by room or area in a format defined by the Owner, such discussion of design factors, if any, as are pertinent in the opinion of the Design Consultant; and outline descriptions of proposed engineered systems, proposed construction methods, proposed materials and proposed work to be included in the construction contracts. Drawings shall include dimensioned site development plan, floor plans, elevations, and typical sections indicating proposed construction. Drawings shall also include information on major finishes as well as diagrammatic drawings illustrating fundamentals of major engineered systems, i.e., structural, mechanical and electrical. The Design Consultant, in conjunction with the Construction Manager, shall submit its estimate and breakdown of the anticipated construction cost no later than two (2) business days in advance of the scheduled Design Development review meeting. The Design Consultant, in conjunction with the Construction Manager, shall prepare such estimates in the form prescribed by the Owner to assure itself that the project cost is within the CCAP.

3.1.4.3 A statement from the Design Consultant with the final Design Development Phase submittal shall be included that acknowledges that Design Consultant has reviewed all of the applicable Design Guidelines and Educational Specifications and confirms that they have been incorporated in the documents unless specifically noted in writing. The Design Consultant shall not incorporate asbestos-containing materials in the Project.

3.1.4.4 The Design Consultant shall submit the final Design Development package, meeting minutes, etc. to show how review comments made in Schematic Design have been addressed. It should be clear from the notes where the specific item was incorporated into the Design Development submittal or an explanation if it was not incorporated.

3.1.4.5 The Design Consultant shall provide the Owner's Representative and the Construction Manager periodically with copies of in-progress Design Development documents during the Design Development Phase. The Design Consultant shall review any recommendations from the Construction Manager, including any recommendations regarding the constructability, construction cost, sequence of construction, construction duration, possible means and methods of construction, time for construction and separation of the Project contracts for various categories of construction, to confirm that they are architecturally sound and do not adversely impact the scope, functionality or requirements of the Project. The Design Consultant's review of these recommendations shall not relieve or in any way diminish the Construction Manager's responsibilities pursuant to the Owner-Construction Manager Agreement. At the end of the Design Development Phase the Design Consultant shall provide the Owner's Representative with up to two (2) full size complete sets of the drawings and design phase report for approval by

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the Owner at no charge to Owner. The report shall incorporate the status of the work in accordance with Exhibit C – Management Plan and a summary of programmed versus actual square footage in a format defined by the Owner by room or area. The Design Consultant also shall provide the Construction Manager with two (2) full size complete sets of the drawings and other documents identical to those provided to the Owner. The Design Consultant shall work cooperatively with the Construction Manager at Risk on the preparation of their respective Project estimates at the conclusion of the design development phase. The documents for this final Design Development Phase submittal shall contain all of the following unless otherwise agreed in writing:

3.1.4.5.1 Architectural

(i) Project phasing plan.

(ii) Building Code Summary Sheet.

(iii) Life safety plans showing all fire walls and egress calculations.

(iv) Site plan(s) with building located and an overall grading plan with a minimum of 1'-0" contour lines. All major site development such as orientation, access road paving, walls and outside support buildings, structured parking facilities, programmed play areas, and paved parking lots, along with preliminary stormwater management and erosion control features should be shown.

(v) Floor plans (at 1/8" scale) with final room locations including all openings.

(vi) Roof plan (at 1/8" scale) indicating structural slope, drainage areas and drain locations.

(vii) Wall sections showing final dimensional relationships, materials and component relationships.

(viii) Identification of all fixed and loose equipment, furniture, and furnishings.

(ix) Room inventory data sheets showing locations of furniture and equipment for each room. Owner will provide lists of furniture and equipment and format to Design Consultant. Hard copies and digital formats (if desired) will be provided to the Design Consultant.

(x) Finish schedule identifying all finishes.

(xi) Preliminary door and window and hardware schedule showing final quantity plus type and quality levels.

(xii) Virtually complete site plan including grading and drainage.

(xiii) Preliminary development of details, including millwork details and large scale blow-ups.

(xiv) Legend showing all symbols used on drawings.

(xv) Outline specifications of materials to be specified in the Construction Contract Phase.

(xvi) Reflective ceiling development including ceiling grid and all devices that penetrate the ceiling (i.e., light fixtures, sprinkler heads, ceiling register or diffusers, etc.).

3.1.4.5.2 Structural

(i) Plan drawings with all structural members located and sized.

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(ii) Final building elevations.

(iii) Outline of materials to be specified in the CD phase.

(iv) Foundation drawings.

3.1.4.5.3 Plumbing

(i) Piping, fixtures and equipment substantially located and sized.

(ii) Outline specifications of materials to be specified in the Construction Contract Phase.

3.1.4.5.4 Mechanical

(i) Heating and cooling load calculations for each space and major duct or pipe runs sized to interface structural.

(ii) Major mechanical equipment scheduled indicating size and capacity.

(iii) Ductwork and piping substantially located and sized.

(iv) Above ceiling and/or mechanical room layouts to verify all, structural, mechanical, plumbing, electrical and fire protection systems fit in available spaces.

(v) Location of devices in ceiling.

(vi) Legend showing all symbols used on drawings.

(vii) Outline specifications of materials to be specified in the Construction Contract Phase.

(viii) Completed life cycle cost analysis in a format acceptable to the Owner and Design Consultant.

3.1.4.5.5 Electrical

(i) All power consuming equipment and load characteristics.

(ii) Total electric load.

(iii) Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.

(iv) Preliminary site lighting design coordinated with the power company.

(v) Outline specifications of materials to be specified in the Construction Contract Phase.

(vi) Lighting, power, telecommunications and office automation devices and receptacles shown in plan.

(vii) Preliminary light fixture schedule.

(viii) One line diagram of specialized electrical systems (fire alarm, intercom, voice/data, MATV) showing location of control equipment/panels and devices.

(ix) Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas, etc.

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3.1.4.5.6 Fire Protection

(i) Provide flow test information.

(ii) Provide narrative of proposed fire protection system.

3.1.4.6 Upon Owner acceptance and approval of the Design Development Phase, the structural bay sizes, floor elevations and exterior wall locations (building "footprint") may not be changed except by a Design Phase Change Order. Interior wall locations shall not be changed unless approved in writing by the Owner.

3.1.4.7 Documents not complying with Subparagraph 3.1.4.5 shall be returned to the Design Consultant for correction at no additional charge to the Owner and with no change to the overall Project design schedule.

3.1.5 Construction Contract Phase.

3.1.5.1 Upon written authorization from the Owner to proceed, the Design Consultant shall prepare from the approved Design Development documents, working drawings and specifications setting forth in detail the requirements for the construction of the entire Project. In bidding the Project, the Construction Manager will be responsible for providing the bidders the conditions of the contract, advertisement for bids, instructions to bidders, time control specification provisions, bid proposal forms, and a form agreement between the Construction Manager and the contractors to the bidders.

3.1.5.2 Construction Contract documents shall be completed within the time prescribed in Exhibit C – Management Plan.

3.1.5.3 Detailed drawings shall cover all work included in the Project or designated portion thereof. It is the responsibility of the Design Consultant to assure that the Construction Contract requires that no asbestos-containing materials are to be incorporated in the Project.

3.1.5.4 Detailed drawings suitable for use by the Construction Manager for the contractors shall be prepared by the Design Consultant.

3.1.5.5 Specifications shall be prepared using the Construction Specifications Institute 33 division format. Specifications for products, materials and equipment shall be written in full compliance with N. C. Gen. Stat. § 133-3 and all other relevant laws and building codes. Brand names may be used to specify a particular product to be bid as an alternate only in accordance with North Carolina law.

3.1.5.6 The Design Consultant shall work with the Owner to show preliminary furniture and equipment layouts as needed and requested by the Owner for each room to coordinate with electrical and technology service layouts. Furniture design and procurement is not within the Basic Services of the Design Consultant. When preliminary layouts are completed, final hard copies and digital information will be provided by the Design Consultant to the Owner and Construction Manager.

3.1.5.7 The Design Consultant shall provide to the Owner and the Construction Manager a preliminary color board with exterior and interior color selection for review, approval and use by the Owner. The approved color board shall be submitted for use by the Owner with, or before, the 80% Construction Contract documents submittal.

3.1.5.8 The Design Consultant shall provide the Owner's Representative and the Construction Manager periodically with copies of in-progress Construction Contract documents during this phase. The Design Consultant shall review any recommendations from the Construction Manager, including any recommendations regarding the constructability, construction cost, sequence of construction, construction duration, possible means and methods of construction, time for construction and separation of the Project contracts for various categories of Services, to confirm that they are

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architecturally sound and do not adversely impact the scope, functionality or requirements of the Project. The Design Consultant's review of these recommendations shall not relieve or in any way diminish the Construction Manager's responsibilities pursuant to the Owner-Construction Manager Agreement. Additionally, and in accordance with the Management Plan, the Design Consultant shall submit to the Owner up to four (4) full complete sets, and to the Construction Manager two (2) full size complete sets, of the drawings of preliminary Construction Contract documents at the stage of 60% completeness along with the design phase report for approval by the Owner. The report shall incorporate the status of the Services in accordance with Exhibit C – Management Plan and a summary of programmed versus actual square footage in a format defined by the Owner by room or area. The Design Consultant shall submit its estimate and breakdown of the anticipated construction cost no later than two (2) business days in advance of the scheduled 60% Construction Contract documents review meeting. The Design Consultant shall prepare such estimates to assure that the Project cost is within the CCAP or include specific alternates to the design that do not impact the scope of the Project to bring the Project estimate into alignment with the CCAP. The documents for this 60% Construction Contract submittal shall, at a minimum, satisfy all of the requirements of the Design Development Phase, plus all of the following unless otherwise agreed in writing:

3.1.5.8.1 General

(i) Complete index of drawings.

(ii) Vicinity plan.

(iii) Building Code Summary.

(iv) Life safety plans.

(v) Energy data.

(vi) Accessibility summary.

(vii) U.L. details.

(viii) Outline specifications of materials to be specified in Construction Contract Phase.

3.1.5.8.2 Civil / Landscaping

(i) Copy of the Site Survey.

(ii) Site plan satisfactory for site plan approval.

(iii) Site demolition plan.

(iv) Staking plan.

(v) Erosion control plan.

(vi) Grading plan.

(vii) Site utility plan.

(viii) Storm drainage plan, details and schedule.

(ix) Paving plans and details.

(x) Landscaping plans and details, plant schedule.

(xi) Outline specifications of materials to be specified in the Construction Contract Phase.

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3.1.5.8.3 Architectural

(i) Demolition plans.

(ii) Key plans with final room numbers as approved by Owner.

(iii) Critical sections and details identified and drawn.

(iv) Roof plan with all penetrations.

(v) Kitchen layout and equipment schedule.

(vi) Exterior elevations with control joints located.

(vii) Enlarged toilet room layout with all fixtures and dimensions.

(viii) Toilet room elevations.

(ix) Reflected ceiling plan with all fixtures located and ceiling height identified.

(x) Bulkhead and lintel details.

(xi) Finish plan and schedule.

(xii) Door and hardware schedule, elevations, and head and jamb details.

(xiii) Masonry details.

(xiv) Roof details.

(xv) Stair details.

(xvi) Elevator sections and details if applicable.

(xvii) Furniture layout.

(xviii) Casework elevations.

(xix) Air Barrier System details for all penetrations and terminations.

(xx) Outline specifications of materials to be specified in the Construction Contract Phase.

3.1.5.8.4 Structural

(i) Demolition plans.

(ii) Footing plans and details.

(iii) Reinforcing steel plans.

(iv) Structural steel plans.

(v) Outline specifications of materials to be specified in the Construction Contract Phase.

3.1.5.8.5 Plumbing

(i) Demolition plan.

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(ii) Fixture schedule.

(iii) Plumbing plans.

(iv) Enlarged toilet room plans.

(v) Riser diagrams for waste and vent, water, storm drainage, and gas.

(vi) Plumbing site plan.

(vii) Plumbing details.

(viii) Outline specifications of materials to be specified in the Construction Contract Phase.

3.1.5.8.6 Mechanical

(i) Demolition plan.

(ii) Ductwork and piping completely located and sized.

(iii) Complete equipment schedules.

(iv) Mechanical room enlarged plans and sections.

(v) Schematic control diagrams.

(vi) Mechanical details.

(vii) Outline specifications of materials to be specified in the Construction Contract Phase

3.1.5.8.7 Electrical

(i) Demolition plan.

(ii) Fixture schedule.

(iii) Electrical site plan.

(iv) Power plan with panels located and identified.

(v) Lighting plan.

(vi) Complete plans for auxiliary systems including but not limited to, fire alarm, voice/data, intercom, MATV, and security.

(vii) Riser diagrams for all systems.

(viii) Panel schedule.

(ix) Outline specifications of materials to be specified in the Construction Contract Phase.

3.1.5.8.8 Fire Protection

(i) Demolition plan.

(ii) Fire protection plan with location of all hose and valve cabinets identified.

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(iii) Preliminary fire protection design calculations.

(iv) Outline specifications of materials to be specified in the Construction Contract Phase.

3.1.5.9 Documents not complying with Subparagraph 3.1.5.8 shall be returned to the Design Consultant for correction at no additional charge to the Owner and with no change to the overall Project design schedule.

3.1.5.10 After review and approval of the 60% Construction Contract documents by the Owner, the Design Consultant shall continue with preparation of final Construction Contract and bid documents, including final specifications for all authorized work on the Project and shall incorporate in those final documents the comments and any modifications and changes desired by the Owner and any modifications required for compliance with all applicable codes, regulations, standards, the approved program, and prior written approvals and instructions of the Owner. The resulting final Construction Contract submittal is to be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further significant clarification required. If the Project is a prototype that has been previously constructed, the Design Consultant shall verify that all applicable change orders from previous projects have been incorporated into the bidding documents.

3.1.5.11 The Design Consultant, and any relevant Sub-Consultants, shall participate in such reviews and meetings as are necessary to ensure that the Project design conforms to all applicable codes and all requirements of responsible agencies and will make any changes to the Construction Contract which are required for issuance of all permits and legal authorizations needed to construct the Project.

3.1.5.12 The Design Consultant shall submit all relevant applications for all required building permits within a reasonable time to receive final comments in time to issue any required addenda to the bidding documents.

3.1.5.13 At the completion of the Construction Contract Phase, the Design Consultant shall submit to the Owner up to four (4) full size complete sets of the drawings and design phase report at 100% completeness prepared by the Design Consultant for final Construction Contract Phase submittal which shall include the final working drawings and specifications. At this same time, the Design Consultant also shall submit to the Construction Manager two (2) full size sets of 100% complete documents identical to those provided to the Owner.

3.1.5.14 A statement from the Design Consultant with the final Construction Contract Phase submittal shall be included that acknowledges that Design Consultant has reviewed all of the applicable Design Guidelines and Educational Specifications and represents that they have been incorporated in the documents, and that the actual versus programmed square footage has not changed from the approved Schematic Design and 60% Construction Contract submittals unless specifically noted in writing.

3.1.5.15 The Design Consultant shall submit with the final Construction Contract package, meeting minutes, etc. to show how review comments made in Design Development have been addressed. It should be clear from the notes if the specific item was incorporated into the Construction Contract submittal or not (with an explanation).

3.1.6 Permitting and Bidding/Negotiation Phase.

3.1.6.1 There may be more than one Permitting and Bidding/Negotiation Phase at no additional compensation to the Design Consultant so long as there are no more than two (2) bid packages for the various portions of the Project (which packages do not include individual material purchase orders, bid package alternates and rework by the Design Consultant of documents already completed, which shall be provided at no additional cost).

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3.1.6.2 The Design Consultant shall facilitate the filing of applications, endeavor to expedite and coordinate obtaining all necessary permits, licenses and approvals, required for the construction, use or occupancy of permanent structures. The Owner will pay all fees. Copies of all correspondence and applications shall be provided to the Owner. The Owner shall reimburse the Design Consultant for the actual cost of any fees or assessments paid by the Design Consultant pursuant to this subparagraph if needed to expedite approvals.

3.1.6.3 After receiving written authorization from the Owner, the Construction Manager will proceed with bidding and negotiation of the construction contracts for the Project. The Construction Manager shall coordinate and document the reproduction, distribution and retrieval of the bidding documents. Further, the Construction Manager will coordinate and document the collection and return of deposits or payments. The Design Consultant shall be responsible for submitting the relevant Construction Contract documents to all required code authorities and others, as the Owner designates.

3.1.6.4 The Design Consultant shall prepare such clarifications and addenda to the bidding documents as may be required. The Design Consultant will provide these to the Owner and the Construction Manager for review prior to issuance to all holders of bid documents. The Design Consultant shall review any recommendations from the Construction Manager, including any recommendations regarding the constructability, construction cost, sequence of construction, construction duration, possible means and methods of construction, time for construction and separation of the Project contracts for various categories of Services, to ensure that they are architecturally sound and do not adversely impact the scope, functionality or requirements of the Project. The Design Consultant will incorporate into the addenda comments of the Owner and Construction Manager as appropriate and provide the Owner and the Construction Manager with final addenda for the Construction Manager's distribution to all holders of bid documents.

3.1.6.5 The Construction Manager will schedule and conduct Pre-Bid Conferences with bidders to review the Project requirements. The Design Consultant shall provide knowledgeable representatives, including Sub-Consultants, to participate in these conferences as requested by the Construction Manager to explain and clarify the bidding documents. Within two (2) days after the Pre-Bid Conference the Design Consultant shall deliver to the Owner and Construction Manager, if needed, an addendum, incorporating any changes required from the Pre-Bid Conference. The Design Consultant shall issue any required final addendum at least three (3) days prior to the bid date.

3.1.6.6 The Design Consultant shall assist the Owner and Construction Manager in obtaining bids.

3.1.6.7 Should first bidding or negotiation produce prices in excess of the approved CCAP, the Design Consultant shall participate with the Owner and Construction Manager in such re-bidding, re-negotiation, and re-design, at no additional expense to the Owner, as may be necessary to obtain price(s) within the approved CCAP or price(s) acceptable to the Owner. The Owner and Construction Manager will assist in re-design decisions. All re-design must be approved by the Owner.

3.1.6.8 Should the Design Consultant re-design under its responsibilities set out in the preceding paragraph, its Construction Phase and Post Construction Services shall be extended to take re-design/re-bid delays into account at no additional expense to the Owner.

3.1.6.9 At the conclusion of bidding, the Design Consultant shall provide a copy of the conformed bid drawings and specifications (not 100% review set or bid set), in a source file format, with file names consistent with the Owner's requirements, for the Owner's use in updating its property accounting drawings for the Project.

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3.1.7 Construction Phase.

3.1.7.1 The Construction Phase for each portion of the Project will commence with the establishment of the Guaranteed Maximum Price, as defined in the Owner-Construction Manager Agreement, and will terminate when the Construction Manager achieves final completion of the Project.

3.1.7.2 The Design Consultant and Owner shall consult with the Construction Manager and participate in all decisions as to the acceptability of contractors and other persons and organizations proposed by the Construction Manager for various portions of the construction.

3.1.7.3 The Design Consultant shall review and approve shop drawings, samples, and other submissions of the Construction Manager and its contractors for conformance with the design concept of the Project and for compliance with the Construction Contract. The Design Consultant shall prepare one final color board for the use by the Owner and one to be kept on the jobsite containing the Owner-approved submittal samples. The review and return of submittals shall be accomplished by the Design Consultant within fourteen (14) calendar days from date of receipt except when otherwise authorized by the Owner's Representative.

3.1.7.4 The Design Consultant shall provide necessary Project drawings, in electronic format, to the Construction Manager for use on the Project.

3.1.7.5 The Design Consultant shall adhere to the procedures established by the Owner's Representative and/or the Construction Manager for review and processing of all shop drawings, catalog submissions, project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for changes and applications for extensions of time.

3.1.7.6 The Design Consultant shall, when requested by the Owner's Representative, prepare documentation related to change orders between the Owner and Construction Manager.

3.1.7.7 The Design Consultant shall render to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, interpretations of requirements of the Construction Contract. The Design Consultant shall make all interpretations consistent with the intent of and reasonably inferable from the Construction Contract. The Design Consultant's decision in matters relating to artistic effect shall be final if consistent with the intent of the Construction Contract.

3.1.7.8 Should errors, omissions or conflicts in the drawings, specifications or other Construction Contract documents by the Design Consultant be discovered, the Design Consultant will prepare and submit to the Owner's Representative and the Construction Manager, within two (2) working days unless otherwise authorized by the Owner's Representative, such amendments or supplementary documents and provide consultation as may be required, for which the Design Consultant shall make no additional charges to the Owner.

3.1.7.9 The Owner's Representative shall be the point of contact for the Owner, except when the Owner shall direct otherwise by Board policy or in writing. All instructions to the Construction Manager shall be issued by the Design Consultant except when directed otherwise by the Owner's Representative.

3.1.7.10 The Design Consultant, including Sub-Consultants, will have access to the Project site at all times. All site visits, observations and other activities by the Design Consultant shall be coordinated with the Construction Manager and a written report of such visits shall be made promptly to the Construction Manager and Owner's Representative.

3.1.7.11 The Design Consultant, including Sub-Consultants, shall make such periodic visits to the Project site as may be necessary to familiarize themselves generally with the progress and quality of the construction and to determine in general if the construction is proceeding in accordance with the Construction Contract. On the basis of such on-site observations, the Design Consultant,

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including Sub-Consultants, shall take reasonable steps to guard the Owner against defects and deficiencies in the construction of the Construction Manager or its contractor(s). If the Design Consultant or a Sub-Consultant observes any construction that does not conform to the Construction Contract, the Design Consultant shall immediately make an oral and written report of all such observations to the Construction Manager and Owner's Representative. The Design Consultant and its Sub-Consultants shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Construction Manager's work but shall make as many observations as may be reasonably required to fulfil their obligations to the Owner. The Design Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the construction.

3.1.7.12 Periodic visits by the Design Consultant shall be not less than once weekly. Each Sub-Consultant shall make periodic visits not less than once every two weeks, during the course of the Project applicable to its discipline. During critical construction phases, each Sub-Consultant may be required to make periodic visits weekly. The Sub-Consultants shall prepare and submit a report on each visit, submitted via the Design Consultant to the Owner's Representative and the Construction Manager within three (3) working days of the visit.

3.1.7.13 The Design Consultant shall render written field reports relating to the periodic visits and observations of the Project required by Subparagraph 3.1.7.11 within three (3) working days to the Owner's Representative and the Construction Manager in the form required by the Owner's Representative.

3.1.7.14 The Design Consultant and the relevant Sub-Consultants shall attend weekly construction progress meetings scheduled by the Construction Manager.

3.1.7.15 The Design Consultant shall review payment applications made by the Construction Manager to determine whether the construction reflected in the payment application has been satisfactorily completed as represented on the payment application. The Design Consultant's signing of a certificate of payment shall constitute a representation by the Design Consultant to the Owner, based upon the Design Consultant's observations at the Project site and the data comprising the application for payment, that the construction has progressed to the point indicated, that to the best of the Design Consultant's knowledge, information and belief, the quality of the construction appears to be in accordance with the Construction Contract (subject to: an evaluation of the Project for conformance with the Construction Contract upon substantial completion, as defined in the Owner-Construction Manager Agreement; the results of any subsequent tests required by the Construction Contract; minor deviations from the Construction Contract correctable prior to completion; and to any specific qualifications stated in the certificate for payment), and that the Construction Manager is entitled to payment in the amount certified. By signing a certificate for payment to the Owner, the Design Consultant shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Construction Manager has used the monies paid since the previous pay application, except the Design Consultant shall inquire into and notify the Owner of the status of any payment issues of which it is aware.

3.1.7.16 The Design Consultant and the Owner shall have authority to reject the Construction Manager's work when in the Owner's or the Design Consultant's opinion the work does not conform to the Construction Contract. Whenever in the Owner's or the Design Consultant's reasonable opinion it is considered necessary or advisable to enforce the proper implementation of the intent of the Construction Contract, the Owner shall have the authority to require special inspection or testing of the Construction Manager's work in accordance with the provisions of the Construction Contract whether or not such work is fabricated, installed or completed.

3.1.7.17 When the Construction Manager notifies the Design Consultant that it considers the construction or a designated portion of the construction substantially complete, the Design Consultant and its Sub-Consultants, after notice to the Owner, shall review and evaluate the construction and prepare and submit to the Owner and the Construction Manager punch lists of the construction

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which is not in conformance with the Construction Contract. When the Design Consultant and the Construction Manager on the basis of an inspection determine that the construction or designated portion thereof is substantially complete, the Design Consultant will then prepare a certificate of substantial completion which shall state the responsibilities of the Owner and the Construction Manager for security, maintenance, heat, utilities, damage to the construction and insurance. Should the Design Consultant determine that the construction or a designated portion thereof is not substantially complete after the Construction Manager notifies the Design Consultant that it considers such construction to be substantially complete, the Design Consultant shall provide the Construction Manager with written notice stating why the construction or designated portion is not substantially complete. The Owner may request that the Design Consultant review and evaluate the construction and prepare a punch list on any portion of the Project.

3.1.7.18 The Design Consultant shall obtain governing agency occupancy approval if any exceptions arise related to the design or specified materials.

3.1.7.19 The Design Consultant shall review requests by the Owner or the Construction Manager for changes in the Project including adjustments to the Construction Contract sum or time and shall promptly make a recommendation to the Owner who may authorize such changes in writing.

3.1.7.20 The Design Consultant shall render initial decisions on claims, disputes or other matters in question between the Owner and the Construction Manager as provided in this Agreement and the Construction Contract.

3.1.7.21 The Design Consultant shall be a point of contact with the Construction Manager, except when the Owner shall direct the Design Consultant otherwise. All instructions to the Construction Manager shall be issued by the Design Consultant, except when directed otherwise by the Owner.

3.1.7.22 The Design Consultant and the relevant Sub-Consultant shall review test data to determine that equipment is performing in accordance with the requirements of the design. In addition, the Design Consultant and the relevant Sub-Consultant will witness the Construction Manager's demonstration to the Owner of all such systems.

3.1.7.23 The Design Consultant and the relevant Sub-Consultant shall provide assistance in the original operation of any equipment or system such as initial start-up, testing, adjusting and balancing.

3.1.7.24 The Design Consultant and the relevant Sub-Consultant shall observe, review test data, and certify the original operation of any equipment or system such as initial start-up testing, adjusting and balancing to make sure that all equipment and systems are properly installed and functioning in accordance with the design and specifications.

3.1.7.25 The Design Consultant and its Sub-Consultants shall conduct up to two (2) comprehensive substantial completion inspections and two (2) final completion inspections pursuant to the Construction Contract. If more than two (2) substantial completion or two (2) final completion inspections are required, through no fault of the Design Consultant, the additional inspections shall be paid as Additional Services and reimbursed by the Construction Manager.

3.1.7.26 The Design Consultant shall make a recommendation in writing to the Owner regarding liquidated damages as may be applicable. If requested by the Owner or the CM, the Design Consultant shall certify in writing the date that the building is enclosed as defined in the Contract Documents.

3.1.7.27 Upon correction of the deficiency reports (punch lists), and acceptance of all other close-out submittals and certificates from the Construction Manager, the Design Consultant shall review and approve the application for final payment prepared by the Construction Manager and forward it to the Owner for execution. Simultaneously, the Design Consultant shall confirm in writing that the Project conforms to the Construction Contract.

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3.1.7.28 The Design Consultant shall obtain from the Construction Manager drawings, prints, and other data necessary for the accurate preparation of the record drawings.

3.1.8 Post Construction Project Phase.

3.1.8.1 The Design Consultant and the relevant Sub-Consultant shall review and confirm the adequacy of the maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection as required by the Construction Contract and forward within two weeks of receipt of approved materials, all approved copies to the Owner's Representative for use by the Owner. In addition, the Design Consultant and the relevant Sub-Consultant shall conduct such observations as necessary to confirm all material and equipment warranties are in compliance with applicable specifications.

3.1.8.2 Educational Commissioning

3.1.8.2.1 The Design Consultant shall produce two or more presentation boards (approximately 24" x 36", full-color, with hanging apparatus) for each project for use by the Owner. Boards will include photos, floor plans, elevations, and written documentation related to sustainable design features, community use, site development, flexibility of educational spaces, etc. These boards will be left at the school to be shared with students, parents, faculty/staff, school visitors, etc., for the first year of operation, at a minimum.

3.1.8.2.2 The Design Consultant shall provide input/review for development of PowerPoint presentation. The PowerPoint presentation will be used to educate faculty & staff about the special features available in their new school facility, specifically including the items in section 3.1.8.5. Both the original PowerPoint presentation (Source File) and a pdf version will be delivered electronically and on flash drive. The flash drive will be left with the school principal for future use with PTA, new faculty/staff, etc.

3.1.8.2.3 The Design Consultant shall provide input on signage to be posted in and around the school facility to point out various design features that support sustainability, facility efficiency, energy conservation, learning and teaching as requested by the Owner.

3.1.8.3 The Design Consultant shall prepare and deliver three (3) printed sets, one (1) pdf set, and one (1) AutoCAD or REVIT set of record drawings and all related files, including the design specifications (project manual) and all addenda. The electronic files shall be delivered in PDF, AutoCAD.DWG, and Source File formats via electronic file delivery and CD. These files will reflect and certify significant changes in the Project made during the construction process, based on marked-up contract drawings, prints, and other data furnished by the Construction Manager and the applicable addenda, clarifications, and change orders which occurred during the Project for delivery to the Owner within thirty (30) days after final completion of the Project. All electronic file names shall be consistent with the name of the sheet(s) they represent in accordance with the Owner's criteria.

3.1.8.4 The Construction Manager shall be responsible for creating the master project data file downloaded from the construction management application used for the Project in accordance with the Construction Manager's contract requirements. This master project file will contain all relevant date developed during the progress of the construction phase. The Design Consultant will review the data as necessary and/or requested by the Construction Manager or the Owner to review the completeness of the information.

3.1.8.5 The Design Consultant will report the use of Sub-Consultants, their function, contract amount and MBE classification to the Owner at the conclusion of the Project.

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3.2 Design Consultant's Professional Responsibility and Standard of Care.

3.2.1 The Design Consultant shall perform its services, including but not limited to the Basic Services and any Additional Services authorized in writing by the Owner, consistent with the professional skill and care ordinarily provided by design consultants practicing in or around the Research Triangle Park, North Carolina area under the same or similar circumstances. The Design Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

3.2.1.1 By execution of this Agreement, the Design Consultant agrees, warrants, and confirms that (a) it is an experienced and duly licensed firm or individual having the ability and skill necessary to perform all the Services required of it under this Agreement in connection with the design and construction of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with all current laws, rules and regulations which are applicable to the design and construction of the Project (such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, codes, laws, rules and regulations in effect at the time of commencement of Services on the Project), and that all drawings, specifications and other documents prepared by the Design Consultant shall be prepared in accordance with and shall accurately meet, reflect and incorporate all such applicable laws, rules and regulations.

3.2.1.2 The Design Consultant shall ensure that any Sub-Consultants: (a) are an experienced and duly licensed firm or individual having the ability and skill necessary to perform the requested services; (b) have the capabilities and resources necessary to perform its obligations; and (c) are familiar with all current laws, rules and regulations which are applicable to the work of the Sub-Consultant (such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Sub-Consultant's work, local sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, codes, laws, rules, and regulation in effect at the time of commencement of services on the Project and relevant to the Sub-Consultant's work), and that all drawings, specifications and other documents prepared for the Project shall be prepared in accordance with and shall accurately meet, reflect and incorporate all such applicable laws, rules and regulations.

3.2.2 The Design Consultant hereby represents and agrees that the drawings, specifications and other documents prepared pursuant to this Agreement shall be complete and functional, except as to any deficiencies which are due to causes beyond the control of the Design Consultant and its Sub-Consultants, and that the Project, if constructed in accordance with the drawings, specifications and other documents, shall be structurally sound and a complete and properly functioning facility in accordance with the terms of this Agreement. Any suggestions, recommendations or review comments by the Owner or the Construction Manager shall not reduce or diminish the Design Consultant's responsibilities pursuant to this Agreement.

3.2.3 The Design Consultant shall be responsible for damages to the Owner that are a result of errors, inconsistencies, and/or omissions in the drawings, specifications, other documents or other Basic Services. In addition, the Design Consultant will correct at no additional cost to the Owner any and all errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant and its Sub-Consultants, and the Design Consultant further agrees to render assistance, at no additional cost to the Owner, in resolving problems relating to the design or specified materials.

3.2.4 It is the responsibility of the Design Consultant to make certain that, at the time the Project is bid, all drawings, specifications and other documents are in accordance with applicable laws,

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statutes, building codes and regulations and that appropriate reviews and approvals are requested and obtained from federal, state and local governments.

3.2.5 It shall be the responsibility of the Design Consultant and its Sub-Consultants throughout the period of performance under this Agreement to exercise the abilities, skills and care customarily used by Design Consultants and Sub-Consultants of the training and background needed to perform the Services who practice in Brunswick County or similar communities.

3.3 Project Requirements.

3.3.1 A component of Exhibit A – Design, Construction and Equipment Budget is the CCAP. The CCAP for this Project is: six million nine hundred eighty-five thousand dollars, ($ 6,985,000). The CCAP for this Project, or designated portion thereof, may be modified in writing only in the form of a Design Phase Change Order, executed by the Owner and Design Consultant. The Design Consultant shall prepare drawings, specifications and other documents necessary so that the construction bids received by the Construction Manager from responsive, responsible bidding contractors, plus the CM's general conditions, contingency, fee and bonds/insurance, will be within the CCAP.

3.3.1.1 During all phases of the Project the Design Consultant shall prepare such estimates as it deems necessary, at no additional cost to the Owner, to assure itself that the estimated Project cost is within the CCAP and shall supply such data, information or estimates as the Owner may require to substantiate the Design Consultant's contention that the Project cost is within the CCAP.

3.3.1.2 With each Design Phase submittal and each interim, revisionary or subsequent design submittal of the Design Consultant to the Owner and/or Construction Manager, the Design Consultant shall make the following statement in writing:

"The drawings, specifications, and other documents submitted herewith, in my/our professional opinion, fulfill the Program of Requirements and the Project indicated by them may be purchased by the Owner in a construction contract or contracts, the total price of which will not exceed the CCAP, (based on bid date of no later than June 1, 2023, unless the delay in bidding is attributable to the Design Consultant). Further, in my/our professional opinion, the above-mentioned documents submitted herewith have been prepared in accordance with the Agreement for Design Consultant Services."

With each Design Phase submittal and each interim, revisionary or subsequent design submittal of the Design Consultant to the Owner and/or Construction Manager and with his approval of the final payment to the Construction Manager and certificate of final completion to the Owner, the Design Consultant shall make the following statement in writing:

"No asbestos-containing building materials have been specified and to the best of my/our knowledge and belief none have been incorporated into this Project."

3.3.2 Incorporated herein and made a part of this Agreement as Exhibit B is the Program of Requirements which defines the physical and environmental parameters for the Project and establishes the design objectives and criteria. No deviations from the Program of Requirements shall be allowed without written approval for change, in the form of a Design Phase Change Order executed by the Owner and Design Consultant.

3.3.3 Incorporated herein and made a part of this Agreement as Exhibit C is the Management Plan for the Project which defines the sequence and timing of the design and construction activities. The Management Plan is the schedule to be adhered to by the Design Consultant. No deviation from the Management Plan shall be allowed without written approval for a change in the Management Plan, in the form of a Design Phase Change Order executed by the Owner and Design Consultant. Should the Owner or the Construction Manager determine that the Design Consultant is behind schedule due to the fault of the Design Consultant; the Design Consultant shall expedite

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and accelerate its efforts, including additional manpower and/or overtime, to maintain the approved design schedule at no additional cost to the Owner.

3.4 Project Meetings.

3.4.1 Throughout all phases of the Project, the Design Consultant and its Sub-Consultants shall meet periodically with the Owner and/or the Construction Manager when reasonably requested. Participants shall be as determined by the Owner and/or the Construction Manager. As a minimum, regularly scheduled meetings which the Design Consultant will attend include:

3.4.1.1 Design Consultant orientation.

3.4.1.2 Predesign conferences on a biweekly basis.

3.4.1.3 Predesign project analysis sessions.

3.4.1.4 Design conferences on a monthly basis.

3.4.1.5 Prebid conferences conducted by the Construction Manager.

3.4.1.6 Preconstruction conferences conducted by the Construction Manager.

3.4.1.7 Construction progress meetings on a bi-weekly basis.

3.4.1.8 Substantial completion, final completion and completion of warranty period inspections for the Construction Contract.

3.4.2 The Design Consultant shall be responsible for scheduling and attending any meetings necessary to properly coordinate the design effort including, without limitation, meetings with governing agencies, code officials and applicable utilities.

3.4.3 The Design Consultant shall be responsible for preparing accurate and complete minutes of all Project conferences that are not the responsibility of the Construction Manager and distributing same to all participants.

3.5 Serving As Witness.

3.5.1 The Design Consultant, and any required Sub-Consultant, shall prepare for and provide testimony or otherwise participate in public hearings, and legal proceedings, including as necessary to secure governmental approval of zoning or land use clearances, for the Project as part of Basic Services, unless said testimony or participation is requested by the Owner and consists of expert testimony not related to this Project or the Construction Manager’s work.

3.6 Construction Warranty.

3.6.1 The Design Consultant and its Sub-Consultants shall assist the Owner in resolution of warranty issues as may be required to determine responsibility for deficiencies.

3.6.2 The Design Consultant and its Sub-Consultants shall conduct an inspection of the project one (1) month prior to warranty expiration and provide to the Owner a written report specifying any warranty deficiencies which may exist.

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ARTICLE 4

COMPENSATION

4.1 Basic Services Compensation.

The Owner shall compensate the Design Consultant in accordance with the terms and conditions of this Agreement, including the following:

4.1.1 For the Basic Services of the Design Consultant, compensation shall be a lump sum fee amount of five hundred fifty-eight thousand eight hundred dollars ($558,800 Dollars), plus approved reimbursable expenses ("Basic Services Compensation").

4.1.1.1 For the purposes of Subparagraph 4.1.1, no amount is to be included within the scope of the CCAP for the cost of land, rights-of-way or other non-construction costs which are the responsibility of the Owner.

4.1.1.2 For the purposes of Subparagraph 4.1.1, no labor and materials furnished by the Owner for the Project shall be included with the scope of the CCAP.

4.1.1.3 For the purposes of Subparagraph 4.1.1, should the Owner request additions to the Project which would cause a change or changes in the scope of the Program of Requirements or previously approved designs or design criteria, the CCAP shall be increased by the estimated aggregate amount of such change(s) and the revised and adjusted CCAP shall be the figure used in determining the Design Consultant's fee. The additional fee paid to the Design Consultant shall be negotiated in good faith by the Owner and the Design Consultant based upon the actual additional work to be performed by the Design Consultant.

4.1.1.4 In the event the Owner requests changes to the Project or elects not to complete the Project or any portion thereof, which would decrease the most recently approved CCAP, basic compensation due the Design Consultant, as to such deletion or decrease, shall be adjusted downwards for remaining Services to be performed but not for Services already performed to the date of receipt by the Design Consultant of the written requested change or notice of the intent not to complete part or all of the Project, in accordance with the basic payment schedule set forth in Paragraph 4.2 hereof. Unless otherwise agreed in writing by the parties, the reduction in the Design Consultant's fee shall be calculated by multiplying the dollar amount of the reduction in the CCAP by the fee percentage noted in 4.1.1 above and then multiplying that dollar amount by the percentage of design work not completed.

4.1.2 The Basic Services Compensation stated in Paragraph 4.1.1 includes all compensation and other payments due the Design Consultant (manpower, overhead, profit, direct costs, travel, copies, postage, telephone and facsimile service, etc.) in the performance of the Basic Services.

4.2 Payments to the Design Consultant.

Payments on account of the Design Consultant shall be made as follows:

4.2.1 Payments for Basic Services, including any design phase change orders, shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the Basic Services Compensation. Payment shall be made monthly upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and certifications that all Sub-Consultants have been paid, and other documentation as requested by the Owner.

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Design Narrative Phase	5%
Schematic Design Phase	15%
Design Development Phase	35%
Construction Contract Phase	60%
Permitting and Bidding/Negotiation Phase	65%
Construction Phase	95%
Post Construction Services Phase	100%

4.2.2 No deductions shall be made from the Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to the Construction Manager.

4.2.3 Reasonable deductions may be made from the Basic Services Compensation on account of errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant or in the Design Consultant's performance of its obligations under this Agreement following written notice to the Design Consultant regarding the reason for the deductions.

4.2.4 Reimbursable expenses shall include such reasonable, actual expenditures made by the Design Consultant, its employees, or Sub-Consultants, in the interest of the Project, limited to the following: the reasonable expense of transportation and living when traveling from the Design Consultant's or Sub-Consultant's office to a location outside of Brunswick County, North Carolina in connection with the Project; and expense of reproductions, postage and handling of Drawings and Specifications, beyond those for the Design Consultant's and Sub-Consultants' use and those required as the phase submittals ("Reimbursable Expenses"). Before incurring any Reimbursable Expenses, the Design Consultant must request and receive written authorization from the Owner. Reimbursable Expenses incurred while performing Basic or Additional Services shall be computed at a multiple of 1.10 times actual cost.

4.2.5 Notwithstanding Section 7.1, the Parties agree that the Design Consultant is authorized to proceed with the printing and delivery of the following documents, but that said reimbursable cost shall not exceed an aggregate of $2500.00 without the express written permission of the Owner:

(a) Agency Submittals;
(b) Bid Documents, including plan rooms; and
(c) Various design phase submissions to the Owner and Construction Manager.

4.2.6 If the Project is suspended for more than six months or abandoned in whole or in part by the Owner, the Design Consultant shall be paid compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment. If the Project is resumed after being suspended for more than twelve months, the Design Consultant's Basic Services Compensation shall be equitably adjusted.

4.3 Additional Services Compensation.

4.3.1 With respect to any Additional Services, as described in Article 7 herein, performed by the Design Consultant hereunder, the Design Consultant and Owner shall negotiate an equitable adjustment to the Basic Services Compensation ("Additional Services Compensation"). However, if negotiations are not successful prior to the time the Additional Services are needed, the Owner may direct the Design Consultant to proceed with the Additional Services on a time spent basis with compensation to be computed as follows:

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4.3.1.1 Design Consultant time shall be at the fixed hourly rate included in the fee schedule attached hereto as Exhibit E and made part of this Agreement.

4.3.1.2 Sub-Consultant time shall be at an hourly fixed rate agreed to between the Design Consultant and the Owner prior to the Sub-Consultant performing any Additional Services.

4.3.1.3 Reinspection and resubmittal review time that is billable to the Construction Manager shall be reimbursed to the Design Consultant as noted in 4.3.1.1 and 4.3.1.2 except the total compensation shall not exceed the amount attributable to the Construction Manager.

4.3.2 Payments for Additional Services of the Design Consultant shall be made monthly upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and other documentation as requested by the Owner.

4.4 Accounting Records.

4.4.1 Records of the Design Consultant with respect to Additional Services and payroll, and Sub-Consultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept according to generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.

4.4.2 At the request of the Owner or its authorized representative, the Design Consultant will supply in a timely manner and certify as accurate, unaltered copies of all time sheets, invoices, and other documents to substantiate and document any and all Additional Services and Reimbursable Expenses.

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

ARTICLE 5

PERIOD OF SERVICE

5.1 Specific dates relating to the period of services are set forth in Exhibit C – Management Plan.

5.1.1.1 Unless earlier terminated as provided in Article 10 hereof, this Agreement shall remain in force for a period which may reasonably be required for the Basic Services and Additional Services hereunder. However, the provisions of the Agreement relating to Professional Responsibility (Paragraph 3.2); Professional Liability coverage (Article 9); and Ownership of Documents/Confidential Information (Article 12) shall remain in effect after termination of the other provisions of the Agreement.

5.2 If the Project is delayed through no fault of the Design Consultant, all specific dates noted in the Management Plan that are affected by the delay will be adjusted by the number of calendar days of the delay.

5.3 If the Owner materially revises the Project, a reasonable time extension or reduction shall be negotiated between the Design Consultant and the Owner.

5.4 Time is of the essence in this Agreement,

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ARTICLE 6

OWNER'S RESPONSIBILITIES

6.1 The Owner shall provide full information regarding the requirements for the Project.

6.2 The Owner shall examine documents submitted by the Design Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Design Consultant's Services.

6.3 If required for this Project, the Owner shall furnish a certified land survey of the site, giving as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines, both public and private, above and below grade, including inverts and depths.

6.4 The Owner shall pay for the services of a soils engineer or other consultant, when such services are deemed necessary by the Design Consultant or Owner's Representative, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.

6.5 The Owner shall pay for environmental, hazardous material, chemical and other laboratory tests, inspections and reports as required by law that are not otherwise called for in this Agreement.

6.6 The Owner shall furnish such legal, accounting, and insurance counseling services as the Owner may deem necessary for the Project and such auditing services as it may require to ascertain how, or for what purposes, the Construction Manager has used the moneys paid to it under the Construction Contract.

6.7 All services, information, surveys and reports required of the Owner shall be furnished at the Owner's expense and the Design Consultant shall be entitled to rely upon their accuracy and completeness.

6.8 The Owner shall furnish information and approvals required of it expeditiously, for orderly progress of the construction.

6.9 The Owner shall reimburse the Design Consultant for any fees or assessments paid by the Design Consultant pursuant to Article 3.1.6.3.

6.10 The Design Consultant shall coordinate the services of the Owner's consultants listed below in the section with those services provided by the Design Consultant. Upon the Design Consultant's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided. If in the opinion of the Architect a particular consultant or engineering service is needed to produce a reasonably complete and accurate set of Construction Documents or to satisfy the Owner's Program requirements based upon the information available to the Design Consultant as of the date of this Agreement and said consultant or engineering service is not listed as being provided by the Owner below, it is the responsibility of the Architect to provide that service at no additional cost to the Owner.

The Owner shall furnish or provide the following services only if specifically designated:

1. Topographic and Boundary Survey including off-site requirements (as stated in 5.4)
2. Geotechnical Engineering Services including off-site requirements (as stated in 5.5)

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a. Seismic Site Classification (shock-wave testing or equivalent determination)
b. Soils analysis and consultation
c. Seasonal High Water Table evaluation and Infiltration Testing
d. Wetlands and Stream delineation and remediation/modification consulting (including USACE jurisdictional determinations)
e. Underground stream mitigation analysis and design
f. Riparian Buffer Analysis
g. Tier 1 Vapor Encroachment Screening
h. Testing commissioning of HVAC, and Solar P.V. System

3. All Environmental Assessments that may be required including but not limited to Phase I and Phase II Environmental Assessments
4. Off-site sewer and water systems design
5. Geothermal Conductivity Tests
6. Historical or Anthropological identification, testing, and reporting
7. Hazardous Materials identification, testing and removal design
8. Underground storage tank identification, testing and removal design
9. Traffic Information Analysis or other information as may be required by NCDOT/MSTA
10. Roadway improvements design as required including off-site requirements
11. Testing Services and Special Inspections
12. Arborist consultation and services

ARTICLE 7

ADDITIONAL SERVICES

7.1 If any of the following Additional Services, as defined in this Article, are authorized in advance by the Owner in writing, the Design Consultant shall furnish or obtain from others the authorized services. If authorized in advance, in writing, by the Owner, the Design Consultant shall be paid for these Additional Services by the Owner pursuant to Article 4.3 to the extent they exceed the obligations of the Design Consultant under this Agreement. If the Design Consultant informs the Owner in writing that additional services are required then the Owner shall agree or not agree that the services are required and if the Owner agrees the services are required, additional services shall be paid to the Design Consultant. The Owner shall respond to the Design Consultant within 7 days of receipt of such notice or quicker if necessary to not delay the Project.

7.1.1 Providing fully detailed presentation models, presentation renderings, or video presentations, not included in Basic Services.

7.1.2 Providing financial feasibility or other special studies, not included in Basic Services.

7.1.3 Providing planning surveys or alternative site evaluations.

7.1.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project other than general and master planning for future work as indicated by the Program of Requirements.

7.1.5 Providing acoustical services by an individual or firm with specific expertise in acoustics for a school project.

7.1.6 Making major revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Owner.

7.1.7 Preparing supporting data and other services in connection with an Owner-initiated change order if the Basic Compensation is not commensurate with the services required of the Design Consultant.

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7.1.8 Providing operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operations other than initial start-up, and coordinating with the Construction Manager to provide in electronic format, as designated by the Owner's Representative, detailed product and warranty information for input to the Owner's facility management computer system.

7.1.9 Providing soils sampling, classification and analysis; however, analysis of existing soils information and soils analysis during the Design Phase and recommendations needed during the Construction Phase of the Project are not considered Additional Services.

7.1.10 Providing services of interior furnishings not included in the Basic Services or otherwise included in this Agreement.

7.1.11 Providing professional services made necessary by the default of the Construction Manager or any of its contractors.

7.1.12 Providing services made necessary by major defects in the Construction Manager's work which were not preventable by the Design Consultant or a Sub-Consultant in the performance of its Services pursuant to this Agreement.

7.1.13 Providing surveying services such as platting; mapping; subdivision agreements or recording subdivision plats.

7.1.14 Providing Services prior to actual substantial completion of the Project made necessary by delays or defects in the Construction Manager's work by more than sixty (60) days from the date agreed to for substantial completion in the Owner-Construction Manager Agreement, which delay the Design Consultant could not reasonably have prevented through the performance of its services pursuant to this Agreement.

7.1.15 Providing Services made necessary by delays or defects in the Construction Manager's work for more than thirty (30) additional days than are provided in the Owner-Construction Manager Agreement for the time period between the scheduled substantial completion and final completion dates, which delay the Design Consultant could not reasonably have prevented through the performance of its Services pursuant to this Agreement.

7.1.16 Providing extensive assistance in the initial start-up and test operations of equipment or systems which is beyond the scope of that normally required to insure proper operation in accordance with the design and specifications.

7.1.17 Providing services necessitated by out-of-town travel required by the Design Consultant and approved by the Owner other than visits to the Project and other than for travel required to accomplish the Basic Services.

7.1.18 Providing consultation concerning replacement of any of the Construction Manager's work on the Project damaged by fire or other cause during construction and furnishing professional services of the type set forth in Basic Services as may be required in connection with the replacement of such work.

7.1.19 Providing services after the Owner makes final payment to the Design Consultant other than services required by this Agreement.

7.1.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural and engineering practices consistent with the terms of this Agreement.

7.1.21 Providing high performance features such as a Geothermal HVAC system and solar P.V. system.

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7.1.22 Providing consulting services regarding the procurement of tax credits.

7.1.23 Providing furniture design and consultation with the Owner's furniture vendor(s).

7.1.24 Preparation for, and attendance at a mediation of a dispute regarding the Project between the Owner and Construction Manager, except where the Architect is party thereto.

ARTICLE 8

NOTICES

8.1 Any notice required by this Agreement or other communications to either party by the other shall be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

To Owner:

Brunswick County Manager
30 Government Dr NE (if via courier or overnight delivery)
P. O. Box 249 (if via mail)
Bolivia, NC 28422

With a Copy to:
Executive Director of Operations
Brunswick County Schools
35 Referendum Dr.
Bolivia, NC 28422

Dr. Jerry Oates
Superintendent
Brunswick County Schools
35 Referendum Dr
Bolivia, NC 28422

To Design Consultant:

Mr. Ernie Olds
Becker Morgan Group, Inc.
3333 Jaeckle Drive, Suite 120
Wilmington, North Carolina 28403
910.341.7600

ARTICLE 9

INSURANCE

9.1 The Design Consultant shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims resulting from negligent acts or omissions for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Design Consultant's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting therefrom; and claims arising out of the performance of this Agreement and caused by negligent acts or omissions for which the Design Consultant is legally liable. Minimum limits of coverage shall be:

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a. Workers' Compensation:

Statutory

b. Employer's Liability

$1,000,000.00 Each Accident
$1,000,000.00 Policy Limit
$1,000,000.00 Each Employee

c. Commercial General Liability

(Standard ISO Occurrence Form)

Combined Single Limit for Bodily Injury, Property Damage or Personal General

Aggregate Injury of:

$2,000,000.00 (Except Products Completed Operations Limit)
$2,000,000.00 Products Completed Operations Aggregate Limit
$1,000,000.00 Personal & Advertising Injury Limit
$1,000,000.00 Each Occurrence Limit

d. Commercial Automobile Insurance including coverage for owned, non-owned and hired vehicles:

$1,000,000.00 Combined Single Limit for Bodily Injury and Personal Damage

e. Professional Liability:

$2,000,000 Each Claim
$2,000,000 Policy Aggregate

f. Umbrella Liability Insurance to "pay on Behalf of the Insured":

$1,000,000.00 Limit

9.2 Evidence of such insurance shall be furnished to the Owner, and the Owner shall receive thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Design Consultant shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the period of this Agreement. All insurance companies providing the above insurance shall be licensed by the Insurance Department of the State of North Carolina and maintain a rating by AM Best or similar rating company of at least an "A".

9.2.1 The Design Consultant shall deliver to the Owner a certificate of insurance for its professional liability coverage annually, so long as it is required to maintain such coverage under paragraph 9.4.

9.3 The Owner shall be added as an additional named insured on all policies, except the professional liability, commercial, automobile and worker's compensation policies. All insurance policies, except the professional liability policy, shall contain a waiver of subrogation against the Owner.

9.4 The Design Consultant shall maintain in force during the performance of this Agreement and for six (6) years after final completion of the Project, the professional liability insurance coverage referenced above.

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9.5 The Design Consultant shall require its Sub-consultants to maintain all types of insurance as mentioned in this Article 9 and shall provide to the Owner certificates of insurance as described in Article 9.2 for all Sub-Consultants.

9.6 The Owner shall be under no obligation to review any certificates of insurance provided by the Design Consultant or to check or verify the Design Consultant's compliance with any or all requirements regarding insurance imposed by this Agreement. The Design Consultant is fully liable for the amounts and types of insurance required herein and is not excused should any policy or certificate of insurance provided by the Design Consultant not comply with any or all requirements regarding insurance imposed by this Agreement.

9.7 Should the Design Consultant or a Sub-Consultant fail to provide and maintain in force any insurance or insurance coverage required by this Agreement or by law, or should a dispute arise between Owner and any insurance company of the Design Consultant or Sub-Consultant over policy coverage or Limits of Liability as required herein, the Owner shall be entitled to recover from the Design Consultant all amounts payable, as a matter of law, to Owner or any of its agents, had the required insurance or insurance coverage been in force. Said recovery shall include, but is not limited to interest for the loss of use of such amounts of money, plus all attorney's fees, costs and expenses incurred in securing such determination and any other consequential damages arising out of the failure of the Design Consultant or Sub-Consultant or insurance company to comply with the provisions of this Agreement or any policy required hereby, or any other requirements regarding insurance imposed by law. Nothing herein shall limit any damages for which Design Consultant is responsible as matter of law.

ARTICLE 10

TERMINATION OF AGREEMENT

10.1 If: (a) the Owner abandons the Project or the Project is stopped for more than six (6) months due to actions taken by the Owner, or under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable through no act or fault of the Design Consultant or its agents or employees, or (b) the Owner has failed to substantially perform in accordance with the provisions of this Agreement due to no fault of the Design Consultant and such non-performance continues without cure for a period of thirty (30) days after the Owner receives from the Design Consultant a written notice of such non-performance (including a detailed explanation of the actions of the Owner required for cure), the Design Consultant may, upon fifteen (15) days additional written notice to the Owner, terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, and recover from the Owner payment for all Services performed to the date of the notice terminating this Agreement. The recovery of this payment shall be the sole and exclusive remedy of the Design Consultant as a result of termination under this paragraph. The Owner shall not be liable to the Design Consultant for any special or consequential damages as a result of the termination of this Agreement.

10.2 Upon the appointment of a receiver for the Design Consultant, or if the Design Consultant makes a general assignment for the benefit of creditors, the Owner may terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, upon giving three (3) days written notice to the Design Consultant. If an order for relief is entered under the bankruptcy code with respect to the Design Consultant, the Owner may terminate this Agreement by giving three (3) days written notice to the Design Consultant unless the Design Consultant or the trustee: (a) promptly cures all breaches; (b) provides adequate assurances of future performance; (c) compensates the Owner for actual pecuniary loss resulting from such breaches; and (d) assumes the obligations of the Design Consultant within the statutory time limits.

10.3 If the Design Consultant persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply sufficient properly skilled staff or proper materials, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority

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jurisdiction, or otherwise substantially violates or breaches any term or provision of this Agreement, then the Owner may, without prejudice to any right or remedy otherwise available to the Owner, and after giving the Design Consultant seven (7) days written notice, terminate this Agreement.

10.4 Upon termination of this Agreement by the Owner under Article 10.2 or 10.3 the Owner shall be entitled to furnish or have furnished the Services to be performed hereunder by the Design Consultant by whatever method the Owner may deem expedient. Also, in such cases, the Design Consultant shall not be entitled to receive any further payment until completion of the Project; and the total compensation to the Design Consultant under this Agreement shall be the amount which is equitable under the circumstances. If the Owner and the Design Consultant are unable to agree on the amount to be paid under the foregoing sentence, the Owner shall fix an amount, if any, which it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly.

10.5 The Owner may, upon thirty (30) days written notice to the Design Consultant, terminate this Agreement, in whole or in part, at any time for the convenience of the Owner, without prejudice to any right or remedy otherwise available to the Owner. Upon receipt of such notice, the Design Consultant shall immediately discontinue all Services affected unless such notice directs otherwise. In the event of a termination for convenience of the Owner, the Design Consultant's sole and exclusive right and remedy is to be paid for all work performed and to receive equitable adjustment for all work performed through the date of termination. The Design Consultant shall not be entitled to be paid any amount as profit for unperformed Services or consideration for the termination of convenience by the Owner.

10.6 Should the Owner terminate this agreement as provided for under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Design Consultant. The Design Consultant will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents, materials, and computer files.

10.7 The payment of any sums by the Owner under this Article 10 shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Design Consultant.

ARTICLE 11

SUCCESSORS/ASSIGNMENT

11.1 This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Design Consultant.

11.2 The Design Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Design Consultant may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

11.3 If the Owner requests the Design Consultant to execute consents reasonably required to facilitate assignment to Brunswick County or Brunswick County's lender, the Design Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design Consultant for review at least 7 days prior to execution. The Design Consultant shall not be required to execute consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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ARTICLE 12

OWNERSHIP OF DOCUMENTS/CONFIDENTIAL INFORMATION

12.1 The Project drawings and specifications are instruments of service that shall remain the joint property of the Design Consultant and the Owner whether the Project for which they are made is built or not. The Owner shall retain reproducible copies of the Project drawings and specifications for information and reference and use in connection with the Owner's use and occupancy of the Project and for the Owner's future requirements of the Project facilities including without limitation any alteration or expansion in any manner the Owner deems appropriate without additional compensation to the Design Consultant. The Owner shall indemnify and hold harmless the Design Consultant in connection with the Owner's use of the Project drawings and specifications on a new project without the Design Consultant's consent.

12.2 In order for the Design Consultant to fulfill this Agreement effectively, it may be necessary or desirable for the Owner to disclose to the Design Consultant confidential and proprietary information and trade secrets pertaining to the Owner's past, present and future activities. The Design Consultant hereby agrees to treat any and all information gained by it as a result of the Services performed hereunder as strictly confidential. The Design Consultant further agrees that it will not disclose during the period of this Agreement or thereafter to anyone outside of the authorized Project team (1) Owner's trade secrets or (2) Owner's confidential and proprietary information.

ARTICLE 13

ADDITIONAL PROVISIONS

13.1 The Design Consultant acknowledges receipt of all Owner's policies and all Board of Education policies through the Board's website (http://www.bcswan.net) and agrees to comply with their provisions. The Design Consultant and its Sub-Consultants shall also comply with the Owner's site and school building access procedures when working on the Owner's property.

13.2 Applicable Laws.

13.2.1 This Agreement and the relationship of the parties shall be governed by the laws of the State of North Carolina, without regard for its choice of law provisions. All actions relating in any way to this 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.

13.2.2 Design Consultant and its Sub-Consultants shall comply with all applicable laws and regulations in providing the Services. Design Consultant shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. The Design Consultant represents that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers that employ twenty-five (25) or more employees. The Design Consultant specifically represents and warrants that it is and will remain in compliance with these laws at all times while providing the Services. Design Consultant shall also ensure that its Sub-Consultants will remain in compliance with these laws at all times while providing subcontracted services in connection with the Agreement. Design Consultant is responsible for providing affordable health care coverage to all of its full-time employees providing services to the school system. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

13.2.3 Lunsford Act/Criminal Background Checks. The Design Consultant also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14

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of the General Statutes from knowingly being on the premises of any school. The Design Consultant shall conduct or arrange to have conducted at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or Sub-Consultants("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office, provided that office is not located at a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites where no minors are present.. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Design Consultant's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at http://www.nsopw.gov/. The Design Consultant shall provide certification on the Owner's Sexual Offender Registry Check Certification Form (attached as Exhibit F) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Design Consultant shall conduct a current initial check of the registries (a check done more than thirty (30) days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, the Design Consultant agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. The Design Consultant further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. The Design Consultant shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. The Design Consultant agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the Owner upon request. The Design Consultant specifically acknowledges that the Owner retains the right to audit these records to ensure compliance with this section at any time in the Owner's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Agreement. In addition, the Owner may conduct additional criminal records checks at the Owner's expense. If the Owner exercises this right to conduct additional criminal records checks, the Design Consultant agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the Owner for all contractual personnel who may deliver goods or perform services under this Agreement. The Design Consultant further agrees that it has an ongoing obligation to provide the Owner with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The Owner reserves the right to prohibit any contractual personnel of the Design Consultant from delivering goods or providing services under this Agreement if the Owner determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

13.2.4 Design Consultant represents that as of the date of this Agreement, neither Design Consultant nor its principals are included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Design Consultant also represents that as of the date of this Agreement, neither Design Consultant nor its principals are included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81. The Design Consultant further represents that as of the date of this Agreement, neither the Design Consultant 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. The Design Consultant must notify Owner within thirty (30) days if debarred by any governmental entity during this Agreement.

13.2.5 Anti-Nepotism. Design Consultant warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member

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of the Owner's Board of Education or of any principal or central office staff administrator employed by the Owner. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Design Consultant become aware of any family relationship covered by this provision, or should such a family relationship arise at any time during the term of this Agreement, Design Consultant shall immediately disclose the family relationship in writing to the Superintendent. Unless formally waived by the Owner, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to Design Consultant.

13.3 Non-Discrimination. Design Consultant 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. Design Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Design Consultant 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 Owner, and Design Consultant may be declared ineligible for further agreements with Owner.

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

13.5 The Design Consultant and its Sub-Consultants shall comply with these and all applicable laws and regulations in providing the Services.

13.6 The Owner and Design Consultant agree to endeavor to provide written notification and to negotiate in good faith prior to litigation concerning claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof. The Owner and Design Consultant also agree that the Owner's Policy 9120, adopted in compliance with G.S. 143-128(f1), shall apply to disputes arising between the parties on the Project.

13.7 Nothing herein contained shall be construed to require the parties to provide written notifications or engage in negotiations prior to the institution of litigation nor to submit for alternative dispute resolution by a third party or parties any such claim, dispute, or other matter in question between the parties. Notwithstanding the foregoing, the parties expressly 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.

13.8 Whenever renderings, photographs of renderings, photographs of models, photographs, drawings, announcements, or other illustration or information of the Project are released for public information, advertisement or publicity, appropriate and proper credit for architectural and other services shall be given to the Design Consultant and Owner respectively.

13.9 The payment of any sums by the Owner shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Design Consultant.

13.10 This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Design Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Design Consultant.

13.11 If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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13.12 Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.

13.13 The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

13.14 For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

13.15 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 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.

13.16 The language used in this Agreement will be deemed to be the language chosen by each of the parties to express their mutual intent. In the event of an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

13.17 The Design Consultant may apply for and obtain a 179d Tax Deduction for the design of the Project. The Design Consultant shall only apply for the tax deduction if the Design Consultant provides the Owner with a separate written list of all building systems, equipment, and design features included in the Project that support the application for the tax deduction. An updated list will be provided to the Owner with each design phase submission. Each list submitted shall include all building systems, equipment, and design features, including a then current estimate of the additional cost each item is anticipated to add to the cost of the Project at the time the Project is bid when compared to items traditionally used on K-12 public school projects in North Carolina. The Design Consultant shall provide the Owner with any anticipated cost savings over the lift of the Project for any item supporting the 179d Tax Deduction. The Owner's consent to the Design Consultant's efforts to apply for and obtain a 179d Tax Deduction is conditioned upon the Design Consultant's strict compliance with this section.

ARTICLE 14

EXHIBITS

14.1 The following exhibits are incorporated into this Agreement:

14.1.1 Exhibit A: Construction Contract Award Price

14.1.2 Exhibit B: Program of Requirements

14.1.3 Exhibit C: Management Plan

14.1.4 Exhibit D: Consultant Agreement

14.1.5 Exhibit E: Design Consultant's Fee Schedule

14.1.6 Exhibit F: Owner's Sexual Offender Registry Check Certification Form

14.1.7 Exhibit G: Construction Manager at Risk Agreement

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In witness whereof, each individual executing this agreement acknowledges that he/she/it is authorized to execute this agreement and further acknowledges the execution of this agreement the day and year first written above.

IN WITNESS WHEREOF the Owner and the Design Consultant have executed this contract, the day and year first above written.

BECKER MORGAN GROUP, INC.

_____
Ernest Olds, Vice President

Attest:

_____
Corporate Secretary

[Seal]

COUNTY OF BRUNSWICK

_____
Chairman, Board of Commissioners

Attest:

_____
Clerk to the Board

[SEAL]

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

_____
Freyja Cahill, Finance Officer
Brunswick County Board of Education

4.9020.495.526.339.880.00

“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
Brunswick County, North Carolina

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EXHIBIT A

Design, Construction And Equipment Budget

DESIGN FEE	$ 558,800
PRECONSTRUCTION (CM)	$ 57,275
CONSTRUCTION CONTRACT AWARD PRICE-INCLUDES COST OF WORK, GENERAL CONDITIONS, CM FEE, CM CONTINGENCY, BONDS/INS.	$ 6,985,003
OWNER CONTINGENCY	$ 229,100
FURNITURE, EQUIPMENT, FEES, TESTING	$300,000
TOTAL	$8,130,178

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EXHIBIT B

PROGRAM OF REQUIREMENTS

The program consists of the design and construction of 8 new classrooms and corridor. The project will generally follow the master plan included in this section, described and/or modified herein. Specifically, the project program includes

- An 8-classroom addition. The building design will include a connecting corridor and ancillary spaces. Provisions shall include adequate number of plumbing fixtures for build-out, electrical circuits sized for future build-out, and all other interfacing utility infrastructure wireways routed from the natural point of origination to the to the common expansion wall.
- Additional staff parking as necessary to meet zoning requirements, extending the stacking lane approximately 20-ft if possible.
- All demolition required to perform the scope of services. Items to include but are not limited to paving, masonry structures, electrical services, plumbing services, and fencing.
- And other non-specified items required for a complete design.

The design is by architect/engineer unless identified as a delegated design. Demolition and construction are through the CM unless indicated otherwise in the contract documents.

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EXHIBIT C
MANAGEMENT PLAN

Management Plan (Preliminary) – Town Creek Elementary 8-Classroom Addition

Construction Manager at Risk Notice to Proceed	November 8, 2022
Architect/Engineer Notice to Proceed	November 8, 2022
Design/Construction Drawings	June 15, 2023
GMP Acceptance/Construction Notice to Proceed	September 4, 2024
Construction Substantial Completion	August 5, 2024
Projection Completion	September 5, 2024

Construction Manager to generate detailed comprehensive management/construction schedules with interim date for use during design and construction.

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EXHIBIT D

AGREEMENT FOR CONSULTANT'S SERVICES

The undersigned Consultant and Architect agree as follows on the furnishing of services by the consultant for: (structural) (mechanical) (electrical) work for this Project to be executed under Agreement for Design Consultant Services with the Owner, dated

November 7, 2022 for the following Project: Town Creek Elementary Addition and Corridor.

Pertinent provisions of this Agreement for Design Consultant Services shall govern work to be performed by the Consultant and the Architect. By signing this document, the Consultant verifies that he has read and is thoroughly familiar with this Agreement for Design Consultant Services, and that he has not otherwise relied on any representations or assurances by any person as to the terms of the said Agreement for Design Consultant Services.

Services rendered by the Consultant shall be complete, including drawings and specifications, visits to the site at intervals appropriate to the stage of construction, reports, shop drawing approval and final certificate of compliance.

The Architect will act as principal coordinator and prime designer.

CONSULTANT:

BY: _____

President

ATTEST:

_____

Secretary

DATE: _____

ARCHITECT:

BY _____

President

ATTEST:

_____

Secretary

DATE: _____

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EXHIBIT E
DESIGN CONSULTANT'S FEE SCHEDULE

HOURLY RATE SCHEDULE

Principal	$225-275/hr
Senior Associate	$150-200/hr
Associate	$120-160/hr
Architect/Engineer/Interior Designer	$145-165/hr
Designer	$100-145/hr
Technician	$ 50-110/hr
Support	$ 50-150/hr
Expert Witness	1.5 x billing rate
3D Scanner	$200

**Rates subject to change each January*

Any consultants required and authorized by the Owner will be billed at cost plus (10) ten percent

Reproduction Expenses

Plots	Size	Regular	Color
	18x24	$ 5.00	$10.00
	24x36	$10.00	$15.00
	30x42	$15.00	$20.00
Photocopies	8 1⁄2 x 11	$ .15	$ .50
	8 1⁄2 x 14	$ .20	$ .75
	11x17	$ .25	$ 1.00
Prints	18x24	$ 2.00	
	24x36	$ 3.00	
	30x42	$ 4.00	

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EXHIBIT F
Sexual Offender Registry Check Certification Form

Check the appropriate box to indicate the type of check:
☒ Initial
□ Supplemental
□ Annual

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

Contractual Personnel Names	**Job Title**
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

(attach additional page(s) if needed)

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

_____ (print name) _____ (signature)
_____ (title) _____ (date)

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EXHIBIT G
Construction Manager at Risk Agreement

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Agreement Between
Owner and Construction Manager at Risk

AGREEMENT

Made this 7th day of November in the year of Two Thousand and Twenty-Two.

BETWEEN The Owner, Brunswick County, by and through its authorized agent, Brunswick County Board of Education.

And the Construction Manager (hereinafter referred to as the "CM"): W.M. Jordan Company, Incorporated

For services in connection with the Project known as: Town Creek Elementary 8-Classroom Addition

As further described in Article 2:

Design Consultant:

Becker Morgan Group, Inc.
3333 Jaeckle Dr
Wilmington NC 28403

The Owner and CM, in consideration of their mutual covenants herein, agree as set forth below:

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Appendix:

A. Dispute Resolution
B-1 Management Plan (Preliminary)
B-2 Construction Schedules and Reports
C. Sales Tax Reporting Form
D-1. Lump Sum Change Proposal Form
D-2. Time and Material Change Proposal Form
E. Division of Project Cost Elements
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G. Sex Offender Check Certification
H. Minority Business Enterprises (MBE)
I. Design Consultant Agreement - CM at Risk Projects

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ARTICLE 1
RELATIONSHIP OF THE PARTIES

1.1 Owner and Construction Manager

The CM and the Owner shall perform as stated in this Agreement and each accepts the relationship between them that is established by this Agreement.

1.1.1 Standard of Care

The CM covenants with the Owner to furnish its skill and judgment with due care in accordance with applicable federal, state, and local laws and regulations that are in effect on the date of this Agreement first written above. The CM shall perform its services, including but not limited to the Basic Services and any Additional Services authorized in writing by the Owner, consistent with the professional skill and care ordinarily provided by CMs practicing in or around the State of North Carolina area under the same or similar circumstances. The CM shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

1.1.2 CM Representations

The CM represents and warrants that at the time of execution of this Agreement the CM has and will retain all licenses and certifications required of him to perform the work identified in this Agreement and associated contract documents. The CM shall keep this licensure in good standing without lapse throughout the term of this Agreement. The CM shall provide proof of this licensure to the Owner and/or Design Consultant upon request.

By execution of this Agreement, the CM warrants that (a) it is an experienced and duly licensed having the ability and skill necessary to perform all the work required of it under this Agreement in connection with the design and construction of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with all current laws, rules and regulations which are applicable to the construction of the Project, and that the CM's work on the Project shall be performed in accordance with all such applicable laws, rules and regulations.

1.2 Owner and Design Consultant

The Owner shall contract separately with one or more Design Consultants to provide architectural and engineering design for the Project. The Project is defined in Article 2 of this Agreement. The Design Consultant's services shall be as stated in this Agreement and as defined in the form agreement between the Owner and Design Consultant attached as Appendix I.

1.3 Owner and Contractors

The Owner will require the CM to contract directly with such Contractors as may be necessary for construction or supply of the Project. All such contracts shall be issued consistent with the applicable provisions of this Agreement and N.C. Gen. Stat. § 143-128.1, 143-128.2 to -128.4, 143-129, and 143-135.8, and are subject to review and final approval by Brunswick County.

1.4 Relationship of the CM to the Design Consultant and Other Project Participants

In providing construction management services described in this Agreement, the CM shall maintain a working relationship with the Design Consultant. The Design Consultant is solely responsible for the Project design and shall perform in accordance with the Design Consultant Agreement with the Owner and nothing in this Agreement shall be construed to mean that the CM is responsible for the design of

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the Project or that the CM assumes any of the contractual or customary duties of the Design Consultant or any other persons or parties not specified by this Agreement.

ARTICLE 2
PROJECT DEFINITION

The term “Project” when used in the Agreement shall mean the total construction of which the Work may be a whole or part of the Project. The term “Work” required for the “Project” used in this Agreement shall mean the various parts of total construction to be performed under this Agreement.

The Project name and locations are as follows:

Town Creek Elementary 8-Classroom Addition
6330 Lake Park Dr. SE
Winnabow, NC 28479

The Project is intended for use as:

Classroom space.

ARTICLE 3
CONSTRUCTION MANAGER’S BASIC SERVICES

3.1 CM Basic Services

The CM shall perform the Basic Services described herein. It is not required that the Basic Services be performed in the sequence in which they are described.

3.2 Design Phase – Project Management

3.2.1 Project Management

3.2.1.1 Construction Management Plan

The CM shall prepare a Construction Management Plan for the Project within the time mutually established by the Owner and CM and shall make recommendations for revisions to the plan throughout the duration of the Project, as may be appropriate. In preparing the Construction Management Plan, the CM shall consider the Owner’s schedule, budget, and design requirements for the Project. The CM shall then develop various alternatives for the sequencing and management of the Project and shall make recommendations to the Owner. The Construction Management Plan shall also include a description of the various bid packages recommended for the Project. The Construction Management Plan shall be presented to the Owner for acceptance. The CM shall develop a Master Schedule for the Project. The CM shall determine the appropriate bid packages based on the available resources. The CM shall familiarize itself with all available Project funding and work with the Owner and Design Consultant to maximize the scope and quality of the Project based upon the available funds. The CM shall make recommendations regarding communication among the parties in an effort to ensure the prompt and proper flow of Project information. The CM shall outline its plan for minority business enterprise participation goals required by state law and the Owner, including providing all information necessary for the Owner to make the required reports to the North Carolina Department of Administration, Office of Historically Underutilized Businesses. The CM shall include a Project safety plan covering all critical areas of the Project.

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3.2.2 Time Management

3.2.2.1 Master Schedule

In accordance with the Construction Management Plan, the CM shall prepare a Master Schedule for the Project in accordance with the deadlines established by the Owner. The Master Schedule shall specify the proposed start and finish dates for each major Project activity. The CM shall submit the Master Schedule to the Owner for acceptance.

3.2.2.2 Design Phase Milestone Schedule

After the Owner accepts the Master Schedule the CM shall prepare a Milestone Schedule for the Design Phase. The Design Phase Milestone Schedule may be used in the request for proposals and contract for the Design Consultant and shall be a method for judging progress during the Design Phase. The CM shall track the Design Consultant's progress during the design phase and alert the Owner of any delays in the Design Consultant's timely completion of its services.

3.2.3 Cost Management

3.2.3.1 Construction Market Survey

The CM shall conduct a Construction Market Survey to provide current information regarding the general availability of local construction services, labor, materials and equipment cost and other economic factors related to the Project.

3.2.3.2 Project and Construction Budget

Based on the Construction Management Plan and the Construction Market Survey, the CM shall prepare a Project and Construction Budget based on separate divisions of the Work required for the Project and shall identify contingencies for design and construction. The CM shall submit the Project and Construction Budget to the Owner for acceptance. The CM shall make recommendations to the Owner and Design Consultant regarding whether the Owner should conduct any additional geotechnical, environmental or other inspections of the Project site reasonably necessary for the CM to estimate the cost of the work and minimize change orders due to unforeseen conditions. If the Project involves renovation work, the CM shall perform inspections of the existing building and Project conditions and perform any destructive testing reasonably necessary for the Design Consultant to prepare a complete and accurate set of construction documents and allowing the CM to estimate the cost of the work in order to minimize change orders due to unforeseen conditions. The cost of any destructive testing shall be billed as a reimbursable and shall not be included in the CM's fee for basic services. The Project and Construction Budget shall be revised as directed by the Owner.

3.2.3.3 Preliminary Estimate and Budget Analysis

The CM shall analyze and report to the Owner the cost of various design and construction alternatives, including CM's assumptions in preparing its analysis, a variance analysis between budget and preliminary estimate, and recommendations for any adjustments to the budget. As a part of the cost analysis, the CM shall consider costs relating to efficiency, usable life, maintenance, energy, and operation.

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3.3 Design Phase – Design Support

3.3.1 Project Management

3.3.1.1 Revisions to the Construction Management Plan

During the Design Phase, the CM shall make the recommendations to the Owner regarding revisions to the Construction Management Plan. Revisions approved by the Owner shall be incorporated into the Construction Management Plan.

3.3.1.2 Project Conference

At the start of the Design Phase, the CM shall conduct a Project conference attended by the Design Consultant, the Owner and others as necessary. During the Project Conference, the CM shall review the Construction Management Plan, the Master Schedule, the Design Phase Milestone Schedule, the Project and Construction Budget, and the Management Information Systems ("MIS"), as more fully set forth below. The CM shall be responsible for tracking the progress of the design in relation to the Design Phase Milestone Schedule and shall promptly notify Owner of any delay. The CM shall make recommendations to the Owner, with a copy to the Design Consultant, regarding strategies for overcoming any delay in the design of the Project.

3.3.1.3 Design Phase Information

The CM shall monitor the Design Consultant's compliance with the Construction Management Plan and the MIS and the CM shall coordinate and expedite the flow of information between the Owner, Design Consultant, and others as necessary.

3.3.1.4 Progress Meetings

The CM shall conduct periodic progress meetings attended by the Owner, Design Consultant and others as necessary. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress. The CM shall prepare and distribute minutes of these meetings to the Owner, Design Consultant and others. During the periodic progress meetings the CM shall update the Owner and Design Consultant regarding the estimated cost of the design and make recommendations to the Owner and Design Consultant regarding constructability, construction cost, sequence of construction, construction duration, possible means and methods of construction, time for construction, and any other information reasonably necessary to assist the Design Consultant with cost, budget and schedule requirements.

3.3.1.5 Review of Design Documents

The CM shall review the design documents and any addenda or other information from the Design Consultant for clarity, consistency, constructability and coordination among the Contractors. If the Project is a prototype that has been previously constructed, the CM shall verify that all applicable change orders from previous Projects have been incorporated into the bidding documents. The results of the review shall be provided in writing as notations on the documents. The CM is not responsible for providing, nor does the CM control, the Project design and contents of the design documents. By performing the reviews described herein, the CM is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and design documents. The CM's actions in reviewing the Project design and design documents and in making recommendations as provided herein are for the use of the Owner and Design Consultant.

3.3.1.6 Design Recommendations

The CM shall make recommendations to the Owner and Design Consultant with respect to constructability, construction cost, sequence of construction, construction duration, possible means

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and methods of construction, time for construction, and separation of the Project contracts for various categories of Work. In addition, the CM shall give to the Design Consultant all data of which it or the Owner is aware concerning patents or copyrights for inclusion in Contract Documents.

3.3.1.6.1 On renovation Projects, the CM shall:

.1 Conduct thorough evaluation of existing conditions of building(s), all building systems, site, and site infrastructure;

.2 Conduct destructive and non-destructive testing as necessary to thoroughly evaluate existing conditions of the building(s), building systems, site, and site infrastructure (all testing, whether destructive or non-destructive, is to be approved in advance by the Owner and shall be coordinated to occur at a time that will reasonably allow the information to be used by the Design Consultant in the in the preparation of the contract documents);

.3 Report to Owner and Design Consultant during design phase regarding findings of evaluation of existing building(s), building systems, site, and site infrastructure and make recommendations to the Owner and Design Consultant that will assist with establishing cost, budget, and schedule requirements;

.4 Work with Owner and Design Consultant during design phase to create phasing plans that allow the work to be conducted in the most expedient manner while taking into account both cost and time;

.5 Develop a plan to address the safety and security of all students, staff, visitors that will be on a site that is being used as a school during construction, including a plan that minimizes noise levels that would be disruptive to the educational environment without the prior approval of the Owner.

3.3.1.7 Owner Design Reviews

The CM shall coordinate the Owner's design reviews by compiling and conveying the Owner's comments to the Design Consultant.

3.3.1.8 Approvals by Regulatory Agencies

The CM shall monitor transmittal of documents to regulatory agencies for review and shall advise of potential problems in completing such reviews of which the CM is aware.

3.3.1.9 General Conditions

The General Conditions for use in the contracts between the CM and the Contractors for construction of the Project shall be developed by the CM. Separate General Conditions for materials and equipment procurement shall be prepared by the CM to meet the specific requirements of the Project and all of the requirements of this Agreement.

In interpreting the requirements of this Agreement, anything shown on the Design Consultant's drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. The Design Consultant's technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all relevant drawings, and the CM will coordinate the work and the drawings. If any portion of the Design Consultant's plans and specifications shall be in conflict with any other portion, the various documents comprising the contract documents shall govern in the following order of precedence: this Agreement; any addendum issued by the Design Consultant; the specifications; the drawings; as between schedules and information given on drawings, the schedules shall govern; as between figures given on drawings and the scaled measurements, the figures shall govern; as between large-scale drawings and small scale drawings, the larger scale drawings shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.

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3.3.1.10 Public Relations

The CM shall assist the Owner in public relations activities and shall prepare information for and attend public meetings regarding the Project.

3.3.1.11 Project Funding

The CM shall assist the Owner in preparing documents concerning the Project and Construction Budget and for use in obtaining or reporting on Project funding. The documents shall be prepared in a form approved by the Owner.

3.3.2 Time Management

3.3.2.1 Revisions to Master Schedule

While performing the services provided in Paragraphs 3.3.1.1, 3.3.1.2 and as necessary throughout the Design Phase, the CM shall recommend revisions to the Master Schedule. The Owner shall issue change orders as needed to the appropriate parties to implement the Master Schedule revisions.

3.3.2.2 Monitoring the Design Phase Milestone Schedule

While performing the services provided in Paragraphs 3.3.1.3, and 3.3.1.4, the CM shall monitor compliance with the Design Phase Milestone Schedule.

3.3.2.3 Pre-Bid Construction Schedules

Prior to transmitting Contract Documents to bidders, the CM shall prepare a Pre-Bid Construction Schedule for each part of the Project and make the schedule available to the bidders during the Procurement Phase.

3.3.3 Cost Management

3.3.3.1 Cost Control

Following the completion of each design phase milestone, the CM shall prepare an estimate of the construction cost for the Design Drawings and Specifications furnished by the Design Consultant. Each estimate shall be accompanied by a report to the Owner and Design Consultant identifying variances from the Project and Construction Budget as well as CM's assumptions in preparing the estimate. The CM shall coordinate the activities of the Owner and Design Consultant when changes to the design are required to remain within the Project and Construction Budget.

3.3.3.2 Project and Construction Budget Revision

The CM shall make recommendations to the Owner concerning the design changes that may result in revisions to the Project and Construction Budget and divisions of the Work required for the Project.

3.3.3.3 Value Engineering Studies

The CM shall provide value engineering recommendations to the Owner and Design Consultant for major construction components, including cost evaluations of alternative materials and systems.

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3.3.4 Management Information System (MIS)

3.3.4.1 Schedule Reports

In conjunction with the services provided by Paragraph 3.3.2.1, the CM shall prepare and distribute schedule maintenance reports that shall contrast actual progress against scheduled progress for the Design Phase and the overall Project and shall make recommendations to the Owner for corrective action.

3.3.4.2 Project Cost Reports

The CM shall prepare and distribute Project cost reports that shall indicate estimated costs compared to the Project and Construction Budget and shall make recommendations to the Owner for corrective action.

3.3.4.3 Cash Flow Report

The CM shall upon request by owner prepare and distribute a cash flow report.

3.3.4.4 Design Phase Change Order Report

The CM shall prepare and distribute Design Phase change order reports that shall list all Owner-approved change orders as of the date of the report and shall state the effect of the change orders on the Project and Construction Budget and the Master Schedule.

3.4 Procurement Phase

3.4.1 Project Management

The CM shall procure bids in accordance with N.C. Gen. Stat. § 143-128.1, 143-128.2 to -128.4, 143-135.8. The CM shall prequalify all bidders in accordance with G.S. 143-135.8 and this Agreement. The CM shall ensure that all minority business participation goal requirements are followed in the solicitation and award of contracts. The CM shall report its efforts to solicit minority business participation to the Owner in writing. Unless approved otherwise by the Owner, a minimum of three bids following N.C. Gen Stat. § 143-132 shall be required for opening if bids are received in advance of the guaranteed maximum price ("GMP") having been established.

3.4.1.1 Prequalifying Bidders

The CM shall develop lists of possible bidders and prequalify bidders. This service shall be performed in accordance with G.S. 143-128.1, 143-128.2 to -128.4, 143-135.8, and the Owner's prequalification of bidders for construction projects policy. The CM shall also prepare and transmit to the Owner a list of prequalified and disqualified bidders for each bid package. The CM shall provide the Owner with the reasons that any prospective bidders have been disqualified. The Owner shall notify the CM promptly of any reasonable objections to a proposed bidder, and the CM shall remove that bidder from the bidders list.

The CM shall provide the Owner with a list of all businesses in which the CM's Owners have any ownership interest if the business is engaged in the construction industry, including demolition and the supply of materials for construction, and the CM intends to solicit bids for any work on the Project from the business. The CM shall provide said list to the Owner prior to prequalifying bidders for the work. The Owner shall determine whether any business listed may submit a bid or perform any work on the Project.

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3.4.1.2 Bidder's Interest Campaign

The CM shall conduct a thorough campaign to create interest among qualified bidders. The CM shall provide written documents of these efforts to the Owner prior to bidding the work.

3.4.1.3 Notices and Advertisements

The CM shall prepare and place notices and advertisements to solicit bids for the Project as prescribed by N.C. Gen. Stat. § 143-128.1, 143-128.2 to -128.4, and 143-135.8.

3.4.1.4 Delivery of Bid Documents

The CM shall expedite the delivery of bid documents to the bidders. The CM shall obtain documents from the Design Consultant and arrange for printing, binding, wrapping and delivery to the bidders. The CM shall maintain a record of bidders receiving documents. The CM shall notify the Owner in advance, in writing, of the anticipated number of bid documents to be produced. The Owner shall reimburse the CM for the actual cost of bid documents.

3.4.1.5 Pre-Bid Conference

In conjunction with the Design Consultant, the CM shall conduct a Pre-Bid Conference. These conferences shall be forums for the CM and Design Consultant to explain to the bidders the Project requirements, including information concerning schedule requirements, time and cost control requirements, access requirements, contractor interfaces, the Project administrative requirements and technical information.

3.4.1.6 Information to Bidders

The CM shall develop and coordinate procedures to provide answers to bidders' questions.

3.4.1.6.1 Site Access for Bidders

In the event bidders require access to the site in order to gain information necessary to prepare their bids, the CM shall be responsible for coordinating access with the Owner. Any access shall be during regular business hours or otherwise at a time that would not unreasonably disturb the adjacent property Owners or interfere with the school day. If the information sought by the bidders requires any alteration to the existing building or site or destructive testing, the CM shall notify the Owner in advance and coordinate said work so that it does not cause any disruption to the current use of the site or building. The CM shall ensure that any disturbed areas are repaired if the building is currently being used by the Owner. In all situations, the CM shall ensure that the site or building is left in a safe and secure condition and that the disturbed area is cleaned of any debris resulting from the access. In the event that the bidders' access disturbs any adjacent property, including depositing dirt, soil or debris on the roads adjacent to the site, the CM shall promptly clean any and all areas and be responsible for any claims, fines or penalties resulting from said access.

3.4.1.7 Addenda

The CM shall receive from the Design Consultant a copy of all addenda. The CM shall review addenda for clarity, consistency and coordination. By performing the reviews described herein, the CM is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design. The CM shall also distribute a copy of all addenda to each bidder receiving documents.

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3.4.1.8 Bid Opening

The CM shall act as the fiduciary of the public entity in handling and opening bids. All bids shall be received and opened in a manner agreed upon by the Owner. The CM shall conduct bid openings and shall evaluate the bids to determine the lowest responsive and responsible bidder, taking into consideration quality, performance, and time specified to perform. The contracts shall be awarded in accordance with N.C. Gen. Stat. § 143-128.1.

3.4.1.9 Construction Contracts

The CM shall prepare, execute, and deliver the contract documents between the CM and the Contractors. The contract documents shall consist of the plans and specifications, any addendum, the general conditions, the form of Agreement between the CM and the contractor, and any other documents incorporated by the CM. The CM shall also issue the notices to proceed. The CM shall not issue contract documents or notices to proceed with the work to the contractors until the Owner and CM have agreed upon the amount of the GMP and the Owner has notified the CM that it can proceed with the work.

3.4.1.10 Permits, Insurance and Labor Affidavits

The CM shall verify that the Contractors have secured the required building permits, bonds, insurance, labor affidavits, and waivers.

3.4.2 Time Management

3.4.2.1 Pre-Bid Construction Schedule

The CM shall inform the bidders of their responsibilities regarding the Pre-Bid Construction Schedule specified in the Instructions to Bidders or Contract Documents. The CM shall inform the bidders of the Owner's requirements for scheduling and communication between the parties.

3.4.2.2 Construction Schedule

The CM shall provide a copy of the Master Schedule to the bidders. The CM shall prepare a Construction Schedule and all updates in accordance with the Owner's scheduling requirements. The Owner shall provide the CM with its scheduling requirements prior to receipt of bids for the Project.

3.4.3 Cost Management

3.4.3.1 Estimates for Addenda

Unless the Owner has elected to establish the GMP after bids have been received, the CM shall prepare an estimate of costs for all addenda and shall submit the estimates to the Owner for approval. After approval by the Owner, the addenda shall be transmitted to bidders and the Guaranteed Maximum Price and the CM's compensation shall be adjusted as provided in this Agreement.

3.4.3.2 Analyzing Bids: Upon receipt of bids, the CM shall evaluate the bids, including alternate prices and unit prices.

3.4.4 Management Information System (MIS)

3.4.4.1 Schedule Maintenance Reports

The CM shall prepare and distribute schedule maintenance reports during the Procurement Phase. The reports shall compare the actual bid and award dates to scheduled bid and award dates and shall summarize the progress of the Project.

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3.4.4.2 Project Cost Reports

The CM shall prepare and distribute the Project cost reports during the Procurement Phase. The reports shall specify the actual award prices and construction costs for the Project, compared to the Project and Construction Budget. The CM shall provide updated Project cost reports to the Owner, with a copy to the Design Consultant, on at least a monthly basis.

3.4.4.3 Cash Flow Reports

The CM shall prepare and distribute cash flow reports during the Procurement Phase. The reports shall be based on actual award prices and construction costs for the Project and the reports shall specify the actual cash flow compared to the projected cash flow.

3.5 Construction Phase

3.5.1 Project Management

3.5.1.1 Pre-Construction Conference

In connection with the Design Consultant, the CM shall conduct a Pre-Construction Conference during which the CM shall review the reporting procedures, site operations and other contractual requirements.

3.5.1.2 Onsite Management and Construction Phase Communication Procedures

The CM shall provide and maintain a management team on the Project site to provide contract administration and the CM shall establish and implement coordination and communication procedures among the CM, Owner, Design Consultant, and Contractors. The CM's Project manager and superintendent shall be approved by the Owner. The Owner reserves the right to require the removal of a particular PM or superintendent at any time the Owner reasonably believes the PM or superintendent is adversely impacting the Project. A PM or superintendent approved by the Owner shall not be reassigned by the CM unless they cease to be on the CM's payroll or the Owner otherwise agrees the CM shall observe the work as required for general conformance with the contract documents. The CM shall be responsible for Project site safety and the means and methods for the construction of the Project.

3.5.1.3 Contract Administration Procedures

The CM shall establish and implement procedures for expediting and processing requests for information, shop drawings, material and equipment sample submittals, Contractor schedule adjustments, change orders, substitutes, payment requests and the maintenance of logs. The CM shall maintain daily job reports. The CM shall be the party to whom requests for information, submittals, Contractor schedule adjustments, substitutes, change order requests and payment requests shall be submitted. The CM shall provide periodic reports to the Owner, with a copy to the Design Consultant, updating the status of the Project. The reports shall be provided not less than bi-weekly. The Owner shall have no duty to respond to any information in the periodic reports, unless the CM specifically requests a response or action by the Owner in writing in a separate document.

3.5.1.4 Project Site Meetings

Periodically the CM shall conduct meetings at the Project site with each Contractor and the CM shall conduct coordination meetings with all Contractors, the Owner and Design Consultant. The CM shall conduct weekly progress meetings with the Owner and Design Consultant. The CM shall record, transcribe and distribute minutes to all attendees, the Owner and Design Consultant.

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3.5.1.5 Coordination of Other Independent Consultants

Technical inspection and testing provided by the Design Consultant or others shall be coordinated by the CM. The CM shall be provided with a copy of all inspection and testing reports on the day of the inspection or test or when issued. The CM is not responsible for providing, nor does the CM control, the actual performance of technical inspection and testing. The CM is performing a coordination function and is not acting in a manner so as to assume responsibility, in part or in whole, for all or any part of such inspection and testing.

3.5.1.6 Review of Requests for Changes to the Contract Time and Price

The CM shall review the contents of a request for changes to the construction contract time or price submitted by a Contractor, assemble information concerning the request and endeavor to determine the cause of the requests. In instances where the CM's analysis reveals that the request is valid, the CM shall prepare a detailed report to the Owner and Design Consultant for review. If the Owner approves the change, the Design Consultant shall prepare the necessary change order documents for signing by the CM and Owner. The CM shall prepare the necessary change order documents for execution by the CM and contractors.

3.5.1.7 Quality Review

The CM shall establish and implement a program to monitor the quality of construction. The CM shall observe the work as required for general conformance with the contract documents. The purpose of the program shall be to guard the Owner against defects and deficiency in the work of the Contractor. The CM shall transmit to the Contractor a notice of nonconforming work and may reject work when it is the opinion of the CM that the work does not conform to the requirements of the Contract Documents. Except for minor variations as stated herein, the CM is not authorized as part of this service to change, evoke, enlarge, relax, alter, or to release any requirement of the Contract Documents or to approve or accept any portion of the Work not performed in accordance with the Contract Documents. The Design Consultant shall have the final authority to decide the acceptability of the work.

3.5.1.8 Operation and Maintenance Materials

The CM shall receive from the Contractors operation and maintenance manuals, warranties and guarantees for materials and equipment installed in the Project, in accordance with the Contract Documents.

3.5.1.9 Substantial Completion

The date of substantial completion of the work or designated portion thereof is the date certified by the Design Consultant when the work or a designated portion thereof is sufficiently complete, in accordance with the contract documents, so the Owner can fully occupy and utilize the work or designated portion thereof for the use for which it is intended, with all of the Project's parts and systems operable as required by the contract documents, including a preliminary test and balance report for the mechanical system. The CM acknowledges and agrees that the intercom, telephone, data, security, building automation system (including functional graphics at the site), MATV, and other educational operational systems are required for the Owner's use of the building for its intended purpose. The CM shall provide operation & maintenance manuals to the Owner as required by the contract documents prior to substantial completion and shall provide the required training on the operation of the equipment and systems within two weeks of substantial completion of the Project. The Owner's occupancy of incomplete work shall not alter the CM's responsibilities pursuant to this paragraph. Only incidental corrective work and any final cleaning beyond that needed for the Owner's full use may remain for final completion. The issuance of a temporary or final certificate of occupancy shall not, in itself, constitute substantial completion.

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When the CM considers that the work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined above, the CM shall prepare for and submit to the Design Consultant and Owner a list of all items which in the CM's opinion are to be completed or corrected and shall attach it to a request in writing that the Design Consultant perform a substantial completion inspection. The Owner's occupancy of incomplete work shall not alter the contractor's responsibilities. The Design Consultant shall review the CM's list and shall compile a punch list of items to be corrected and completed. The failure to include any items on such list does not alter the responsibility of the CM to complete all work in accordance with the contract documents. When the Design Consultant and CM on the basis of an inspection jointly determine that the work or designated portion thereof is substantially complete, the Design Consultant will then prepare a certificate of substantial completion which shall establish the date of substantial completion, shall state the responsibilities of the Owner and the CM for security, maintenance, heat, utilities, damage to the work, and insurance, and shall signify the beginning of the time within which the CM shall complete the items listed therein. Warranties required by the contract documents shall commence on the date of substantial completion of the work or designated portion thereof, unless otherwise provided in the certificate of substantial completion. The certificate of substantial completion shall be submitted to the Owner and the CM for their written acceptance of the responsibilities assigned to them in such certificate.

Upon substantial completion of the work or designated portion thereof and upon application by the CM and certification by the Design Consultant, the Owner shall make payment, except retainage held pursuant to the contract documents and state law, for such work or portion thereof as provided in the contract documents.

The acceptance of final payment shall constitute a waiver of all claims by the CM and its contractors, except those previously made in writing and identified by the CM as unsettled at the time the CM submits the application for payment for substantial completion, and except for the retainage sums due at final acceptance. The CM shall indemnify and hold the Owner harmless against any claims by the contractors that are waived because they were not made in writing and identified by the CM as unsettled when the CM submitted the application for payment for substantial completion.

The Owner shall have the option to correct or complete any and all punch list items not completed by the CM to the satisfaction of the Design Consultant and the Owner within the time specified for final completion by utilizing its own forces or by hiring others. The cost of such correction of remaining punch list items by the Owner or others shall be deducted from the final payment to the CM. If CM does not complete certain punch list items within the required time period, all warranties and guarantees for such incomplete punch list items shall become effective upon issuance of final payment for the Project.

The issuance of the certificate of substantial completion does not indicate final acceptance of the Project by the Owner, and the CM is not relieved of any responsibility for the Project except as specifically stated in the certificate of substantial completion.

Should the Design Consultant and the Owner determine that the work or a designated portion thereof is not substantially complete, they shall provide the CM with written notice stating why the Project or designated portion is not substantially complete. The CM shall expeditiously complete the work and shall re-request in writing that the Design Consultant perform another substantial completion inspection. Costs, if any, associated with such reinspection shall be assessed to the CM at the rate specified in the Design Consultant's contract.

3.5.1.10 Final Completion

In consultation with the CM and Owner, the Design Consultant shall determine when the Project and the contractors' work is finally completed and, following completion of corrections, the Design Consultant shall issue a certificate of final completion to the Owner. The date of final completion of the

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work is the date certified by the Design Consultant and the Owner when the work is totally complete, to include punchlist work, in accordance with the contract documents and the Owner may fully occupy and utilize the Project for the use for which it is intended. The issuance of a temporary or final certificate of occupancy shall not, in itself, constitute final completion. If more than two (2) final completion inspections are required by the Design Consultant due to the CM's failure to complete the work, the additional inspections shall be charged to the CM at the rate specified in the Design Consultant's contract all punch list work shall be complete. If any change order is issued for work to be performed after the substantial completion certificate is issued, the completion date for that work shall be established separately and shall not prevent the Project from achieving final completion for purposes of Sections 7.6 and 7.7 of this Agreement. Following the receipt of payment from the Owner, the CM shall make all payments due to contractors within ten (10) days.

For multi-phased projects, final completion of each phase shall include the completion of all work for the phase with the exception of any system that is required to be integrated into a phase that has a later contract date for final completion. This exception might apply to the HVAC, data, intercom, or similar systems. Notwithstanding the above, complete and proper operation of all systems shall be required for the Project to achieve final completion.

3.5.2 Schedule

3.5.2.1 Master Schedule

The CM shall adjust and update the Master Schedule and distribute copies to the Owner and Design Consultant. All adjustments to the Master Schedule shall be made for the benefit of the Project.

3.5.2.2 Construction Schedule

The CM shall adjust and update the Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Owner noted in Paragraph 3.4.2.2 and that it establishes completion dates that comply with the requirements of the Master Schedule. The CM agrees that the construction schedule is for the benefit of the entire Project team and by execution of this Agreement gives permission and direction to its scheduler to provide copies of the schedule in a format as required by the Owner.

3.5.2.3 Construction Schedule Report

The CM shall review the progress of construction of each Contractor on a monthly basis, shall evaluate the percentage complete of each construction activity as indicated in the Construction Schedule and shall review such percentages with the Contractor. This evaluation shall serve as data for input to the periodic Construction Schedule report that shall be prepared and distributed to the Contractor, the Owner and Design Consultant. The report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payment to the Contractor. The CM shall determine and implement alternative courses of action that may be necessary to achieve contract compliance by the Contractor.

3.5.2.4 CM Review of Time Extension Requests

The CM shall, prior to the issuance of a change order, determine the effect on the construction and Master Schedules of time extensions requested by the Contractor.

3.5.2.5 Recovery Schedules

The CM shall prepare and submit a recovery schedule in accordance with the Owner's scheduling requirements specified in Appendix B-2.

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3.5.3 Cost Management

3.5.3.1 Schedule of Values (Each Contract)

The CM shall, in participation with the Contractors, determine a Schedule of Values for each of the construction contracts. The Schedule of Values shall be the basis for payment to the contractors.

3.5.3.2 Change Order Control

The CM shall establish and implement a change order control system that is approved by the Owner.

3.5.3.2.1 All proposed Owner-initiated change orders shall first be described in detail in writing. In response to the request for a proposal, the Contractor shall submit to the CM for evaluation detailed information concerning the costs and time adjustments, if any, necessary to perform the proposed change order work. The CM shall review the Contractor's proposal, shall discuss the proposed change order with the Contractor and endeavor to determine the Contractor's basis for the cost and time to perform the Work and, as applicable, the effect, if any, on the Guaranteed Maximum Price. The CM shall present its findings to the Owner and, following Owner acceptance, the Design Consultant shall prepare the change order documents for signature by the CM and Owner. Upon execution of the change order documents between the CM and Owner, the CM shall prepare change order documents for signature by the affected Contractor. The CM shall verify that the Work, and any adjustment of time required by approved change orders has been incorporated into the Contractor's Construction Schedule.

3.5.3.2.2 The CM shall review the contents of all Contractor-requested changes to the contract time or price, endeavor to determine the effect, if any, on the Guaranteed Maximum Price. The CM shall provide the Design Consultant a copy of each change request, and the CM shall, in its evaluations of the Contractor's request, consider the Design Consultant's comments regarding the proposed changes. The CM shall present its findings to the Owner regarding the proposed changes and at the Owner's direction, shall prepare the change order documents for signature by the CM and Owner. Upon execution of the change order documents between the CM and Owner, the CM shall prepare change order documents for signature by the affected contractor.

3.5.3.3 Cost Records

In instances where a lump sum or unit price is not determined prior to performing Work described in a request for proposal as provided in Paragraph 3.5.3.2, the CM shall request from the Contractor records of the cost of payroll, materials and equipment and the amount of payments to subcontractors incurred by the Contractor in performing the Work.

3.5.3.4 Trade-Off Studies

The CM shall provide trade-off studies for various minor construction components. The results of the trade-off studies shall be in report form and distributed to the Owner and Design Consultant.

3.5.3.5 Progress Payments

In consultation with the Design Consultant, the CM shall inspect the work in order to ensure compliance with the contract documents, review the payment applications submitted by each contractor and determine whether the amount requested reflects the progress of the Contractor's Work. The CM shall make appropriate adjustments to each payment application and shall prepare and forward to the Owner a progress payment report. The report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period. Included in this report shall be a certificate of payment that shall be signed by the CM and delivered to the Owner. The CM shall make payments that are due to all contractors, suppliers, and material men within ten (10) days following the receipt of payment for the work from the Owner. In addition, the CM shall keep the Project and the site on which Work is performed free and clear of all liens from Contractors,

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subcontractors, or suppliers. The CM shall provide sales tax information using the form attached as Appendix C with each payment application.

Payments may be made by the Owner, at its sole discretion, on account of materials or equipment not incorporated in the work but delivered and suitably stored at the site or in a bonded warehouse by the CM or contactor. Payments for materials or equipment stored shall only be considered upon submission by the CM of satisfactory evidence (for example, releases or paid invoices from the seller) that the CM or the contractor has acquired title to such material, that it will be utilized on the work under this Agreement and that it is satisfactorily stored, protected, and insured or that other procedures satisfactory to the Owner that will protect the Owner's interests have been taken. In the event the materials are stored in a bonded warehouse that is not located in the county of the Project, the CM shall reimburse the travel cost and hourly billing expenses incurred by the Design Consultant for travel to view and assess whether the materials meet the requirements of the contract documents. Materials once paid for by the Owner become the property of the Owner and may not be removed from the work site or bonded warehouse, other than to be delivered from the warehouse to the site, without the Owner's written permission. Responsibility for such stored materials and equipment shall remain with the CM and the contractor regardless of Ownership.

The Owner will retain five percent of the amount for each progress payment on the Project, excluding the amount billed for general conditions, for as long as is authorized by G.S. 143-134.1. At all times during the Project, the Owner shall retain the maximum funds allowed by G.S. 143-134.1. The Owner specifically reserves the right to withhold additional funds as authorized by this Agreement or G.S. 143-134.1.

3.5.3.6 Decisions to Withhold Payment

The Design Consultant may withhold a certificate for payment in whole or in part, to the extent reasonably necessary to protect the Owner. If the Design Consultant is unable to certify payment in the amount of the application, the Design Consultant will notify the CM and the Owner in writing. If the CM and Design Consultant cannot agree on a revised amount, the Design Consultant will promptly issue a certificate for payment for the amount for which the Design Consultant is able to make such representations to the Owner. The Design Consultant may also withhold a certificate for payment, in whole or in part, to such extent as may be necessary in the Design Consultant’s opinion to protect the Owner from loss for which the CM or the contractor(s) is responsible, including loss resulting from acts and omissions, because of:

.1 Defective work not remedied;

.2 Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the CM;

.3 Failure of the CM or contractor(s) to make payments properly to sub-contractors or for labor, materials or equipment;

.4 Reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;

.5 Damage to the Owner or another contractor;

.6 Reasonable evidence that the work will not be completed within the contract time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

.7 Failure to carry out the work in accordance with the contract documents;

.8 Failure to provide sales tax documentation as required by the Owner;

.9 Failure or refusal of the contractor to submit the required information on minority business enterprises;

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.10 Any other reason deemed necessary by the Design Consultant to protect the Owner; or

.11 Subsequently discovered evidence that work previously approved was not performed in accordance with the contract documents.

3.5.3.7 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

3.5.3.8 No interest shall be added to any amounts withheld pursuant to Paragraph 3.5.3.6.

3.5.4 Management Information System (MIS)

3.5.4.1 Schedule Maintenance Reports

The CM shall prepare and distribute monthly schedule maintenance reports during the Construction Phase. The reports shall compare the actual construction dates to scheduled construction dates of each separate construction contract and to the Master Schedule for the Project.

3.5.4.2 Project Cost Reports

The CM shall prepare and distribute monthly Project cost reports during the Construction Phase. The reports shall specify actual Project and construction costs compared to the Project and Construction Budget.

3.5.4.3 Project and Construction Budget Revisions

The CM shall make recommendations to the Owner concerning construction changes that may result in revisions to the Project and Construction Budget or Guaranteed Maximum Price.

3.5.4.4 Cash Flow Reports

The CM shall prepare and distribute cash flow reports during the Construction Phase. The reports shall specify actual cash flow as compared to projected cash flow.

3.5.4.5 Progress Payment Reports (Each Contract)

The CM shall prepare and distribute the progress payment reports. The reports shall state the total construction contract price, payment to date, current payment requested, retainage, sales tax paid, and actual amounts owed this period. A portion of this report shall be a certificate of payment that shall be signed by the CM certifying that the work complies with the contract documents and delivered to the Owner for use by the Owner in making payments to the CM.

3.5.4.6 Change Order Reports

The CM shall periodically prepare and distribute change order reports during the Construction Phase. The report shall list all Owner-approved change orders by number, a brief description of the change order work, the cost established in the change order and percent of completion of the change order work. The report shall also include similar information for potential change orders of which the CM may be aware. The report shall also include a summary of the impact of the change orders on the Project schedule and completion dates.

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3.5.4.7 Contractor's Safety Program

The CM shall review the safety programs of each Contractor and confirm that each Contractor has established safety programs as required by the Contract Documents.

3.6 Post Construction Phase

3.6.1 Project Management

3.6.1.1 Record Documents

The CM Project superintendent shall maintain a field set of drawings for the duration of the construction period. The CM Project manager shall review the superintendent's field set to confirm that all addenda and bulletin drawings have been accurately incorporated. During construction the field set shall be updated to include all RFI responses, approved change orders and any minor plan clarifications made by the Design Consultant during site visits. The CM shall provide evidence to the Design Consultant on a monthly basis that it is maintaining an accurate and complete copy of all changes in the work in a form that will facilitate the prompt and accurate creation of record drawings. Within 30 days of substantial completion, the field set (including general, plumbing, mechanical and electrical as-built drawings) shall be delivered to the architect for preparation of record drawings. Prior to delivery, the CM Project manager shall thoroughly review the as-built field set for completeness and transmit said drawings to the Design Consultant with a letter stating that the drawings are complete and accurately reflect the construction.

3.6.1.2 Organize and Index Operations and Maintenance Materials

Prior to substantial completion of the Project, the CM shall compile manufacturers' operations and maintenance manuals, warranties and guarantees and bind such documents in an organized manner. A minimum of three (3) copies of this information shall then be provided to the Owner.

3.6.1.3 Occupancy Permit

The CM shall be responsible for obtaining the final occupancy permit by accompanying governmental officials during inspections of the Project, preparing and submitting documentation to governmental agencies and coordinating final testing and other activities.

3.6.1.4 Closeout Documents and Test Reports

The CM shall organize and provide the Owner all closeout documents and test reports that the contractors are required to provide for the Project.

3.6.1.5 Owner Training

The CM shall coordinate or provide all training of the Owner's personnel required by the contract documents.

3.6.2 Time Management

3.6.2.1 Occupancy Plan the CM shall prepare an Occupancy Plan for the Project. This plan shall be provided to the Owner. The plan shall include early access, training on the use of equipment and systems, delivery of furniture and any other activities requested by the Owner. The plan shall comply with all deadlines provided by the Owner.

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3.6.3 Cost Management

3.6.3.1 Change Orders

The CM shall continue to provide services related to change orders as specified in Paragraph 3.5.3.3.

3.6.4 Management Information System (MIS)

3.6.4.1 Closeout Reports

At the conclusion of the Project, the CM shall prepare final Project accounting and closeout reports.

3.6.4.2 Reports for Move-in and Occupancy

The CM shall prepare and distribute reports associated with the Occupancy Plan.

3.7 Additional Services

3.7.1 At the request of the Owner, the CM shall perform the following Additional Services and shall be compensated for same as provided in Article 7 of this Agreement, unless the need for the service is due to the CM's actions or inactions on the Project, and regardless Paragraphs 3.7.1.2, 3.7.1.7, 3.7.1.8, 3.7.1.10, 3.7.1.12, 3.7.1.15, 3.7.1.16 and 3.7.1.17 shall be provided as part of the basic services. The CM shall perform Additional Services only after the Owner and CM have executed a written change order to this Agreement providing for such services. Additional Services may include:

3.7.1.1 Services related to investigation, appraisal, or evaluation of existing conditions, facilities, or equipment or determination of the accuracy of existing drawings or other information furnished by the Owner that are not required to be performed by the CM in the basic services;

3.7.1.2 Services related to procurement, storage, maintenance and installation of Owner-furnished equipment, materials, supplies and furnishings;

3.7.1.3 Services related to determination of space needs;

3.7.1.4 Preparation of space programs;

3.7.1.5 Services related to building site investigations and analyses that are not required to be performed by the CM in the basic services;

3.7.1.6 Services for tenant or rental spaces;

3.7.1.7 Preparation of a Project financial feasibility study;

3.7.1.8 Preparation of financial, accounting or MIS reports not provided under Basic Services;

3.7.1.9 Performance of technical inspection or testing;

3.7.1.10 Preparation of an Operations and Maintenance Manual for all materials and equipment reasonably required for the Owner's use of the Project;

3.7.1.11 Services related to recruiting and training of maintenance personnel;

3.7.1.12 Performance of warranty inspections and correction of warranty items during the warranty period of the Project;

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3.7.1.13 Services related to interfacing or working with the Design Consultant or other consultants that are beyond the scope of this Agreement;

3.7.1.14 Consultation regarding replacement of work damaged by fire or other cause during construction and furnishing services in connection with the replacement of such work;

3.7.1.15 Preparation for and serving as a witness regarding the CM's observations on the Project in connection with any public or private hearing or arbitration mediation or legal proceeding;

3.7.1.16 Assisting the Owner in public relations activities and preparing information for and attending public meetings; and

3.7.1.17 Services related to move-in, including preparing and soliciting responses to requests for proposals, preparing and coordinating the execution of contracts, conducting pre-moving conferences, administering the contract for moving activities in conjunction with the move-in for the Project and providing on-site personnel to oversee the relocation of furniture and equipment by the movers while actual move-in is in progress.

3.8 Warranty

3.8.1 The CM warrants to the Owner and the Design Consultant that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all workmanship will be in accordance with generally accepted industry standards, free from faults and defects and in conformance with the contract documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or the Design Consultant, the CM shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.8.2 The CM will be required to complete the work specified and to provide all items needed for construction of the Project, complete and in good order.

3.8.3 The warranties set forth in this section and elsewhere in the contract documents shall survive final completion of the work.

3.8.4 The CM guarantees and warrants to the Owner all work as follows:

.1 that all materials and equipment furnished under this Agreement will be new and the best of its respective kind unless otherwise specified;

.2 that all work will be in accordance with generally accepted industry standards and free of omissions and faulty, poor quality, imperfect and defective material or workmanship;

.3 that the work shall be entirely watertight and leak proof in accordance with all applicable industry customs and practices, and shall be free of shrinkage and settlement;

.4 that the work, including but not limited to, mechanical and electrical machines, devices and equipment, shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care;

.5 that consistent with requirements of the contract documents, the work shall be installed and oriented in such a manner as to facilitate unrestricted access for the operation and maintenance of fixed equipment;

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.6 that the work will be free of abnormal or unusual deterioration which occurs because of poor quality materials, workmanship or unsuitable storage; and

.7 that the products or materials incorporated in the work will not contain asbestos.

3.8.5 All work not conforming to guarantees and warranties specified in the contract documents, including substitutions not properly approved and authorized, may be considered defective. If required by the Design Consultant or Owner, the CM shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.8.5.1 The CM will submit a written affidavit certifying that none of the materials incorporated in the Project contain asbestos.

3.8.6 If, within one (1) year after the date of substantial completion of the work or designated portion thereof or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the contract documents, any of the work is found to be defective, not in accordance with the contract documents, or not in accordance with the guarantees and warranties specified in the contract documents, the CM shall correct it within five (5) working days or such other period as mutually agreed, after receipt of notice from the Owner to do so. The Owner shall give such notice with reasonable promptness after discovery of the condition. For items that remain incomplete or uncorrected on the date of substantial completion, the one (1) year warranty shall begin on the date of final completion of the work or upon correction of the defective work.

3.8.7 If at any time deficiencies in the work are discovered which are found to have resulted from fraud or misrepresentation, or an intent or attempt to or conspiracy to defraud the Owner by the CM, any contractor or supplier, the CM will be liable for replacement or correction of such work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty.

3.8.8 Any materials or other portions of the work, installed, furnished or stored on site which are not of the character or quality required by the specifications, or are otherwise not acceptable to the Design Consultant or the Owner, shall be immediately removed and replaced by the CM to the satisfaction of the Design Consultant and Owner, when notified to do so by the Design Consultant or Owner.

3.8.9 If the CM fails to correct defective or non-conforming work as required, or if the CM fails to remove defective or non-conforming work from the site, the Owner may elect to either correct such work or remove and store materials and equipment at the expense of the CM. If the CM does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days written notice, sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the CM, including compensation for the Design Consultant's additional services and Owner’s reasonable attorney’s fees made necessary thereby. If such proceeds of sale do not cover all costs, which the CM should have borne, the difference shall be charged to the CM and an appropriate change order shall be issued. If the payments then or thereafter due the CM are not sufficient to cover such amount, the CM shall pay the difference to the Owner.

3.8.10 The CM shall bear the cost of making good all of the work of the Owner, separate contractors or others, destroyed or damaged by such correction or removal required under this section or elsewhere in the contract documents.

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ARTICLE 4
DURATION OF THE CONSTRUCTION MANAGER'S SERVICES

4.1 The duration of the CM's Basic services under this Agreement shall be from the date of this Agreement through the issuance of final payment. The CM shall provide any warranty phase services at no additional cost to the Owner.

4.1.1 The commencement date for the CM's Basic Services shall be the date of execution of this Agreement by the Owner as stated herein or the date on which the Owner issues to the CM a written instruction to proceed with Basic Services, whichever is earlier.

4.1.2 The CM's Basic Services shall be performed for the periods of time indicated in this Agreement. If portions of design and construction occur simultaneously, some of the phase durations may overlap.

4.1.2.1 The CM's Basic Services during the Pre-Design Phase shall be performed as required during the pre-design phase.

4.1.2.2 The CM's Basic Services during the Design Phase shall be performed as required during the design phase.

4.1.2.3 The CM's Basic Services during the Procurement Phase shall be performed as required during the procurement phase.

4.1.2.4 The CM's Basic Services during the Construction Phase shall be performed as required during the construction phase.

4.1.3 The CM's Basic Services during the Post-Construction Phase shall be performed as required during the post-construction phase.

4.1.4. The CM shall achieve substantial completion of the Project on or before July 31, 2024, unless the Owner and CM agree to a different date in writing. The date for final completion shall be thirty (30) days after substantial completion.

4.2 Delays and Extensions of Time

4.2.1 The time during which the CM or any of the contractors is delayed in the performance of the work by the issuance of any required permits, acts of god, excessive inclement weather, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotions or freight embargoes, or other conditions beyond the CM's or the contractors' control and which the CM or the contractors could not reasonably have foreseen and provided against, except for delays caused solely by the Owner, Design Consultant or their consultants, shall be added to the time for completion of the work stated in the Agreement. Neither the Owner nor the Design Consultant shall be obligated or liable to the CM or the contractors for indirect or direct damages, costs or expenses of any nature which the CM, the contractors, or any other person may incur as a result of any of the delays, interferences, or changes in sequence in the work included in this section 4.2.1. The CM hereby expressly waives any claims against the Owner and the Design Consultant on account of any indirect or direct damages, lost profits, costs or expenses of any nature which the CM, the contractors or any other person may incur as a result of any delays, interferences, changes in sequence or the like, and it is understood and agreed that the CM's sole and exclusive remedy in any such events shall be an extension of the contract time in accordance with the contract documents

4.2.2 In the event Project delays arise from or out of any act or omission of the Owner, Design Consultant or their consultants, the time during which the Project is delayed shall be added to the Agreement and the CM may be reimbursed for its direct Project damages, excluding general overhead expenses and

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indirect costs, if the CM strictly complies with this Article 4.2. Notwithstanding the previous sentence, if the CM, a contractor and/or subcontractor in any way shares in responsibility for the delay, neither the Owner nor the Design Consultant shall be obligated or liable to the CM or the contractors for indirect or direct damages, costs or expenses of any nature which the CM, the contractors, or any other person may incur as a result of any of the delays, interferences, changes in sequence of the work, and the CM's sole remedy, if any, shall be an extension of the contract time.

4.2.3 In the event Project delays arise solely from or out of any act or omission of the CM, contractors, subcontractors or their agents, the CM shall not be entitled to extension of the contract time and shall be subject to the payment of liquidated damages as provided in this Agreement.

4.2.4 The contract time shall be adjusted only for changes authorized pursuant to this Agreement, suspension or the work by the Owner, and excusable delays pursuant to section 4.2.4.2. In the event the CM requests an extension of the contract time or files a claim related to any form of delay, it shall furnish such justification and supporting evidence as the Owner may deem necessary for a determination of whether or not the CM is entitled to an extension of time under the provisions of the contract, and shall further outline the alleged impact on the schedule's critical path. The burden of proof to substantiate a claim shall rest with the CM, including evidence that the cause was beyond its control. The Owner shall base its findings of fact and decision on such justification and supporting evidence, including a finding that the alleged delay impacted the Project's critical path, and shall advise the CM in writing thereof. If the Owner finds that the CM is entitled to any extension of the contract time, the Owner's determination of the total number of days extension shall be based upon the currently approved progress schedule and on all data relevant to the extension. Such data will be incorporated into the schedule in the form of a revision thereto, accomplished in a timely manner. The CM acknowledges and agrees that actual delays (due to said changes, suspension of work or excusable delays) in activities which, according to the schedule, do not affect the contract time, do not have any effect upon the contract time and therefore will not be the basis for a change therein. The CM acknowledges and agrees that time extensions will be granted only to the extent that excusable delays exceed the available float in the critical path activities in the currently approved schedule.

4.2.4.1 Extensions in the contract time by change orders are subject to extension-in-time audit by the Owner as follows:

4.2.4.1.1 The CM agrees that, even though the Owner, CM and Design Consultant have previously signed a change order containing an extension-in-time resulting from a change in or addition to the work that said extension in the contract time may be adjusted by an audit after the fact by the Owner. If such an audit is to be made, the Owner must undertake the audit and make a ruling within 30 days after the completion of the work under the change order.

4.2.4.1.2 The CM agrees that any extension of the contract time to which it is entitled arising out of a change order undertaken on a force accounting (labor and materials) basis, shall be determined by an extension-in-time audit by the Owner after the work of the change order is completed. Such rulings shall be made by the Owner within 30 days after a request for same is made by the CM or Design Consultant, except said 30 days will not start until the work under the change order is completed.

4.2.4.1.3 Should a time extension be granted for substantial completion the date for final completion shall be appropriately adjusted unless specifically stated otherwise.

4.2.4.2 Subject to other provisions of the contract, the CM may be entitled to an extension of the contract time (but no increase in the GMP) for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the CM, the contractors or suppliers as follows:

4.2.4.2.1 Labor disputes and strikes (including strikes affecting transportation), that do, in fact, directly delay the progress of the work on the critical path; however, an extension of contract time on account of an individual labor strike shall not exceed the number of days of said strike;

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4.2.4.2.2 Acts of God: tornado, fire, hurricane, blizzard, earthquake, or flood that damage completed work or stored materials and affecting the critical path;

4.2.4.2.3 For excessive inclement weather, the Contract Time will not be extended due to reasonably anticipated inclement weather or for delays in the aftermath of inclement weather, reasonably anticipated or excessive. The time for performance of this Agreement, as stated in the Contract Documents, includes an allowance for calendar days which may not be available for construction out-of-doors; for the purposes of this Agreement, the Contractor agrees that the number of calendar days per month based on a five-year average shall be considered reasonably anticipated inclement weather and planned for in the construction schedule per the Contract. Unless the Contractor can substantiate to the satisfaction of the Owner that there was greater than the reasonably anticipated inclement weather considering the total cumulative time from the notice-to-proceed with on-site activities until the date established for Substantial Completion using data from the National Oceanic and Atmospheric Administration ("NOAA") weather service stations in the Brunswick County, NC area (Wilmington, NC and Myrtle Beach, SC) or a weather station acceptable to the Owner and that such alleged greater than reasonably anticipated inclement weather actually delayed the Work or portions thereof which had an effect upon the Contract Time, the Contractor shall not be entitled to an extension of time.

Also, the Contractor agrees that the calculation of the number of excessive inclement weather days shall be the number of days in excess of the five-year average for each month, in which precipitation exceeded one tenth (.10) inch, or in which the highest temperature was 40 degrees F or less as recorded at the approved weather station. Rain days from hurricanes and tropical storms not causing damage in Brunswick County shall be deemed inclement weather days.

If the total accumulated number of calendar days lost to excessive inclement weather, from the notice-to-proceed with on-site activities until the date established for Substantial Completion, exceeds the total accumulated number to be reasonably anticipated for the same period based upon the five-year average, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. No extension of time will be made for days due to excessive inclement weather occurring after the date established for Substantial Completion or work out of doors that is not on the critical path. No change in Contract Sum will be authorized because of adjustment of Contract time due to excessive inclement weather.

4.2.4.2.4 Delays in the issuance of a required permit, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, and acts of another contractor in the performance of a contract with the Owner relating to the Project.

4.2.5 If the CM shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the CM does hereby agree, as a part consideration for the awarding of this Agreement, to pay the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the CM shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the CM and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

4.2.6 The CM and the contractors shall not be entitled to and hereby expressly waive any extension of time resulting from any condition or cause unless said claim for extensions of time is made in writing to the Owner within ten (10) days of the first instance of delay for all delays, except excessive inclement weather which shall be made in writing to the Owner within forty-five (45) days after the date the structure is enclosed. Circumstances and activities leading to such claim shall be indicated or referenced in a daily field inspection report for the day(s) affected. In every such written claim, the CM shall provide the following information:

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4.2.6.1 Nature of the delay;

4.2.6.2 Date (or anticipated date) of commencement of delay;

4.2.6.3 Activities on the progress schedule affected by the delay, and/or new activities created by the delay and their relationship with existing activities;

4.2.6.4 Identification of person(s) or organization(s) or event(s) responsible for the delay;

4.2.6.5 Anticipated extent of the delay; and

4.2.6.6 Recommended action to avoid or minimize the delay.

4.2.7 If no schedule or agreement is made stating the dates upon which written interpretations shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until twenty (20) days after request is made for them, and not then unless such claim is reasonable.

4.2.8 No claim by the CM for an extension of time for delays will be considered unless made in strict compliance with the requirements of this Article. All claims not filed in accordance with this Paragraph shall be waived by the CM.

ARTICLE 5
CHANGES IN THE CONSTRUCTION MANAGER'S BASIC SERVICES AND ADDITIONAL COMPENSATION

5.1 Changes - Preconstruction Basic Services

5.1.1 The Owner, without invalidating this Agreement, may make changes in the CM's Basic Services specified in Paragraphs 3.2, 3.3 and 3.4 of this Agreement. The CM shall promptly notify the Owner of changes which increase or decrease the CM's compensation, the duration of the CM's Basic Services, or both.

5.1.2 Additional Compensation and Extended Duration

The CM shall be entitled to receive additional compensation and additional time when the scope of Paragraphs 3.2, 3.3 and 3.4 is increased or extended through no fault of the CM. If the scope of these Basic Services is increased or the duration of these Basic Services is extended or the duration of the Basic Services to be performed within a phase duration specified in Article 4 is extended, the CM shall be entitled to receive additional compensation, and the duration of the Agreement shall be extended. A written request for additional compensation shall be given by the CM to the Owner within ten (10) days of the occurrence of the event giving rise to such request. The amount of additional compensation to be paid and the amount of extension of the duration of this Agreement shall be determined on the basis of the CM's cost, a customary and reasonable adjustment in the CM's fixed or lump sum fee consistent with the provisions of this Agreement, and a determination of the length of the extensions of the duration of this Agreement.

5.1.3 Changes in the CM's Basic Services

Changes in the CM's Basic Services in Paragraphs 3.2, 3.3 and 3.4 and entitlement to additional compensation shall be made by a written change order to this Agreement executed by the Owner and the CM. The change order shall be executed by the Owner and CM prior to the CM performing the services required by the change order. The CM shall proceed to perform the services required by the change order only after receiving notice directing the CM to proceed. The CM shall not be entitled to compensation for work performed without a written change order.

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5.1.4 Payment of Additional Compensation

The CM shall submit invoices for additional compensation with its invoice for Basic Services and payment shall be made pursuant to the provisions of Article 7 of this Agreement.

5.2 Changes to the Work or Construction Phase Basic Services

The Owner may, at any time, by written order designated or indicated to be a change order, make any change or modification in the work or add to the work within the general scope of the contract, including, but not limited to changes: (1) in the specifications or drawings; (2) in the sequence, method or manner of performance of the work; (3) in the Owner-furnished facilities, equipment, materials, services or site; or (4) directing acceleration in the performance of the work.

The parties agree that notwithstanding any language to the contrary in Paragraphs 5.2.1 through 5.2.4, the CM's fee on any additional work and the fee reduction for any work or allowances removed from the scope of work shall be based on the same percentage fee specified in Paragraph 7.4.1, unless the CM performs the work with its own forces as allowed in this Agreement. The parties agree that Paragraphs 5.2.1.1 through 5.2.1.3 are intended to govern payment to the contractors and their subcontractors for performing work associated with a change, unless the CM performs the work with its own forces as allowed in this Agreement. If the CM performs the work with its own forces, the CM shall also be referred to by the term "contractor" in Paragraphs 5.2.1.1 through 5.2.1.3. The parties specifically agree that any adjustment to the amount that could be reimbursed for general conditions, if any, shall be negotiated in good faith between the parties based upon the additional work actually required to be performed by the CM as a result of the change.

5.2.1 Owner Directed Changes to the Work Requiring an Increase in GMP

If the change in or addition to the work will result in an increase in the Guaranteed Maximum Price, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such change in the work).

5.2.1.1 If the Owner elects to have the change in the work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the CM to the Owner within ten (10) days of the CM's receipt of a request therefor (but the Owner's request for a lump sum proposal shall not be deemed an election by the Owner to have the change in the work performed on a lump sum basis). The CM's proposal shall be itemized and segregated by labor and materials for the various components of the change in or addition to the work (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any contractors who will perform any portion of the change in, or addition to, the work and of any persons who will furnish materials or equipment for incorporation therein. The proposal shall also include the CM's estimate of the time required to perform said changes or additional work.

5.2.1.1.1 The portion of the proposal relating to labor, by the forces of any of the contractors, may include: reasonably anticipated gross wages of job site labor, including foremen, who will be directly involved in the change in the work (for such time as they will be so involved), plus premium costs of overtime time, if overtime is anticipated; a maximum labor burden of thirty nine percent (39%) of the actual cost of labor by any such contractor in connection with such labor; and up to fifteen percent (15%) of such anticipated gross wages, as overhead and profit for any such contractor, as applicable (said overhead and profit to include all extended general conditions and supervision, but it shall not include the labor burden).

5.2.1.1.2 The portion of the proposal relating to materials may include the reasonably anticipated direct costs to the contractor or to any of its subcontractors of materials to be purchased for incorporation in the change in the work, plus transportation and applicable sales and use taxes and up to fifteen percent (15%) of said direct material costs as overhead and profit for the contractor or any of its subcontractors

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(said overhead and profit to include all small tools), and may further include the contractor's and any of its subcontractor's reasonably anticipated rental costs in connection with the change in the work (either actual or discounted local published rates), plus up to eight percent (8%) thereof as overhead and profit for any of the contractors, as applicable (said overhead and profit to include all extended general conditions and supervision, except it shall not be applied to any sales tax paid for any purpose or shipping costs incurred by the contra tor or any subcontractor). If any of the items included in the lump sum proposal are covered by unit prices contained in the contract documents, the Owner may, if it requires the change in the work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum proposal, in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices.

5.2.1.1.3 The CM shall provide any documentation that may be requested by the Owner to support the change proposal including payroll records, insurance rates, material quotes or rental quotes. The CM shall also provide an itemized breakdown of all transportation and shipping costs, including receipts documenting the expenses.

5.2.1.1.4 The lump sum proposal may include up to eight percent (8%) of the amount which the contractor will pay to any of its subcontractors for the change in the work as a commission to the contractor. The change proposal form attached to this Agreement as Appendix D-1 shall be used to submit the change proposal to the Owner.

5.2.1.1.5 In the event that the CM fails to submit his proposal within the designated period, the Owner may order the CM to proceed with the change or addition to the work and the CM shall so proceed. The Owner shall unilaterally determine the reasonable cost and time to perform the work in question, which determination shall be final and binding upon the CM.

5.2.1.1.6 In the event that the parties are unable to agree as to the reasonable cost and time to perform the change in or addition to the work based upon the CM's proposal and the Owner does not elect to have the change in the work performed on a time and material basis, the Owner may choose to make a determination of the reasonable cost and time to perform the change in the work, based upon their own estimates, the CM's submission or a combination thereof, except for a change order initially establishing the GMP for the Project or initially establishing a partial GMP for a portion of the work included in the original Project scope. A change order shall be issued in this case for the amounts of cost and time determined by the Owner and shall become binding upon the CM unless the CM submits its protest in writing to the Owner within thirty (30) days of the issuance of the change order. Owner has the right to direct in writing the CM to perform the change in the work, which is the subject of such change order. Failure of the parties to reach agreement regarding the cost and time of the performing the change in the work and/or any pending protest, shall not relieve the CM from performing the change in the work promptly and expeditiously.

5.2.1.1.7 The Owner reserves the right to reject the CM's proposal for a change in the work and to elect to perform said work using a separate contractor. Under such circumstances, the CM shall coordinate the performance of the work.

5.2.1.2 If the Owner elects to have the change in the work performed on a time and material basis, the same shall be performed, by the forces of any of the contractors, at actual cost to the entity performing the change in the work. The change proposal form attached as Appendix D-2 shall be used to submit the initial change proposal to the Owner for approval to proceed. The CM shall maintain records to submit to the Owner such as daily time and material tickets, to include the identification number assigned to the change in the work, the location and description of the change in the work, the classification of labor employed (and names and employee numbers), the materials used, the equipment rented (not tools) and such other evidence of cost as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The failure of the CM to secure any required authentication shall, if the Owner elects to treat it as such, constitute a waiver by the CM of any claim for the cost of that portion of the change in

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the work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgment by the Owner that the items thereon were reasonably required for the change in the work.

The change proposal form attached as Appendix D-1 shall be used to submit the final change proposal to the Owner after the work is complete. The final change proposal shall document all costs and expenses. Appendix D-1 shall be filled out in accordance with the instructions in Paragraph 5.2.1.1, and its subparagraphs.

5.2.1.3 Changes in the work to be completed on a unit price basis shall be quantified by the Design Consultant or an independent third party and shall be completed at an all inclusive rate established in the bid proposal, unless a mutually agreed upon price is established by the Owner and CM. The unit prices include the cost of all materials, taxes, shipping and delivery charges, labor and labor burden, insurance, supervision, overhead and profit. Time to complete any work done on a unit price basis for quantities within the base bid allowance amount is included in the base bid. The unit price does not include bonds. Procedures for quantifying units of measure shall be proposed by the Design Consultant and agreed to by the CM and Owner prior to the commencement of the work to be completed on a unit base price. Work performed without such agreement in place shall be deemed to have been done at the sole risk and expense of the CM. Time for quantities exceeding the base bid allowance will be evaluated based on the effect of the change in the work on the critical path of the Project.

5.2.1.3.1 No overhead and profit will be paid by the Owner on account of a change in the work except as specifically provided in this section. Overhead and profit, as allowed in this section, shall be deemed to include all costs and expenses which the CM or any of the contractors may incur in the performance of a change in the work and which are not otherwise specifically recoverable by them pursuant to this section.

5.2.1.4 The Owner may direct in writing the CM to begin changes in the work prior to the issuance of a formal change order. The CM shall promptly perform the changes in the work directed by the Owner in a manner that shall result in minimum impact on the critical path.

5.2.2 CM Notice of Change

If the CM or any of the contractors asserts that any event or occurrence has caused a change in or addition to the work which change causes an increase or decrease in the GMP or the time required for the performance of any part of the work under the contract, including work not affected directly by the change, the CM shall, within ten (10) days of such event unless such event was not discovered in the exercise of reasonable diligence, in which event the ten (10) day notice period shall commence upon discovery or when the CM should have discovered such event, give the Owner written notice as herein required. Said notice shall include the instructions or circumstances that are the basis of the claim and the CM's best estimate of the cost and time involved.

If the CM intends to assert a claim under this section, he must, within ten (10) days after the furnishing of a written notice as outlined above, submit to the Owner a written statement setting forth the specific nature and anticipated cost of such claim, unless this period is extended by the Owner. The statement of claim hereunder may be included in the notice required above. The statement of claim shall include all direct, indirect and impact costs associated with the change, as well as the CM's estimate of the schedule impact of the change, if any. The CM and the contractors shall not be entitled to reimbursement or an increase in the GMP for any claims that are not filed in strict conformance with this section. The CM shall indemnify and hold the Owner harmless against any claims by the contractors that are waived because they are not filed in strict conformance with this section.

If the parties are unable to agree to the reasonable cost and time to perform the change, or are unable to agree as to whether a change occurred, the Owner shall make a unilateral determination as described in this section. The CM shall proceed with the work pursuant to the provisions of this section.

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5.2.3 General Provisions Related to Changes

The CM shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of this section, and which the CM, the contractors or any other person may incur as a result of delays, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the work performed pursuant to this section, unless the delay is caused solely by the Owner or Design Consultant. It is understood and agreed that the CM's and the contractors' sole and exclusive remedy in such event shall be recovery of direct costs as compensable hereunder and an extension of the contract time, but only in accordance with the provisions of the contract documents. No claim by the CM hereunder shall be allowed if asserted after final payment for the construction or the Project under this Agreement. No claim relating to or flowing from a particular change shall be allowed after execution of the change order relating to that change or commencement of the change by the CM, except as specifically provided in this section.

If any dispute should arise between the parties with respect to an increase or decrease in the GMP or an expansion or contraction in the contract time as a result of a change in the work, the CM shall not suspend performance of a change in the work or the work itself unless otherwise so ordered by the Owner in writing. The Owner shall, however, pay to the CM up to the Owner's reasonable estimated value of the change in the work, regardless of the dispute, if said change in the work results in an increase in the contract sum; and the Owner shall have the right to decrease the contract sum up to the Owner's reasonable estimated value of the change in the work, regardless of the dispute, if said change in the work results in a decrease in the contract sum. The CM's acceptance of payment following a unilateral decision by the Owner shall not constitute a waiver of any claim the CM may have for additional compensation or time. However, any claim the CM may have shall be filed in strict conformance with the contract documents.

5.2.4.1 If the change in the work will result in a decrease in the contract sum, the CM shall provide a quotation detailing the proposed amount of such decrease. The portion of the proposal relating to labor, whether by the CM's forces or the forces of any of the contractors, shall include reasonably anticipated gross wages of job site labor, including foremen, who would have been directly involved in the work that has been deleted from the contract (for such time as they would have been so involved), plus payroll costs (including premium costs of overtime time, if overtime was anticipated, social security, federal or state unemployment insurance taxes and fringe benefits required by collective bargaining Agreements entered into by the contractor or any subcontractor in connection with such labor) and seven percent (7%) of such anticipated gross wages, but not payroll costs, as overhead and profit not incurred or earned by the contractor or any subcontractor, as applicable (said overhead and profit to include all supervision except foremen). If applicable, the fee percentage to be applied to the CM's forces shall be the percentage stated in section 7.4.1.

5.2.4.2 The portion of the proposal relating to materials shall include the reasonably anticipated direct costs which would have been incurred by the contractor or to any subcontractors for materials which would have been purchased or incorporation in the work but which has been deleted from the contract, plus transportation and applicable sales and use taxes which will be avoided, and seven percent (7%) of said direct material costs incurred by the contractor or subcontractor (excluding transportation and sales and use taxes) as overhead and profit not incurred or earned by the contractor or any subcontractor (said overhead and profit to include all small tools), and shall further include the contractor's and subcontractor's reasonably anticipated rental costs which will be avoided (either actual or discounted local published rates), plus five percent (5%) thereof as overhead and profit not incurred or earned by the contractor or subcontractor, as applicable. If any of the items included in the lump sum proposal are covered by unit prices contained in the contract documents, the Owner may elect to use these unit prices in determining the amount of reduction to the GMP as a result of a

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deletion of work from the contract. No overhead and profit shall be applied to any unit prices for purposes of calculation such reduction in the contract sum. The lump sum proposal for work which would have been performed by any subcontractors shall include four percent (4%) of that amount as an estimate of the contractor's overhead and profit that will not be earned by contractor due to the decrease in the contract sum. In the event the construction work would have been performed by the CM in the limited circumstances allowed in this Agreement, the fee percentages stated in this section shall apply to the work that would have been performed by the CM as the contractor and its subcontractors.

5.2.4.3 The CM's quotation shall be forwarded to the Owner within ten (10) days of the Owner's request and, if acceptable to the Owner, shall be incorporated in a change order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the contract documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the work, as determined by the Owner in its reasonable judgment, plus overhead and profit as stated above the CM's acceptance of payment following a unilateral decision by the Owner shall not constitute a waiver of any claim the CM may have for additional compensation. However, any claim the CM may have shall be filed in strict conformance with the contract documents.

5.2.5. Minor Changes in the Work

The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents. Such changes shall be effected by written order, and shall be binding on the Owner and the CM. The CM shall carry out such written orders promptly.

The CM shall not perform any changes in the work unless authorized in writing by the Design Consultant or Owner. The CM's performance of minor changes pursuant to this Section shall not constitute a waiver of any claim the CM may have for additional compensation or time. However, any claim the CM may have shall be filed in strict conformance with the contract documents.

5.2.6 Differing Site Conditions

Should the CM encounter subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications or differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner and the Design Consultant shall thereupon promptly investigate the conditions and if they find that they materially differ from those shown on the drawings or indicated in the specifications, they shall at once make such changes in the drawings and/or specifications as they may find necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes. However, neither the Owner nor the Design Consultant shall be liable or responsible for additional work, costs or changes to the work that could have been reasonably determined from any geotechnical, soils and other reports, surveys and analyses made available for the CM's review or that could of been discovered by the CM through the performance of its obligations pursuant to this Agreement.

5.3 General Provisions Regarding Changes in Contractor Work. In the event the work included in the original contract issued to a contractor is changed, or new contracts are issued, the CM shall notify the Owner of the change or the new contract, including the nature and reason for the change or new contract and the associated cost. Regardless of whether the change or new contract is believed to result in an increase or decrease in the GMP. The Owner and CM shall review all changes or new contracts that were not incorporated into a change order between the Owner and CM or resulted in the use of either of the CM's contingencies at the conclusion of the Project in order to determine whether the Owner is entitled to a reduction in the cost of work portion of the GMP as it is defined in Paragraph 7.4.1.

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ARTICLE 6
OWNER'S RESPONSIBILITIES

6.1 The Owner shall provide to the CM complete information regarding the Owner's requirements for the Project.

6.2 The Owner shall examine information submitted by the CM and shall render decisions thereto promptly.

6.3 The Owner shall contract with a Design Consultant to furnish design counseling services as may be necessary for the Project.

6.4 The Owner shall furnish insurance for the Project only as specified in Article 8.

6.5 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformity with the Contract Documents, the Owner shall give prompt written notice thereof to the CM.

6.6 The Owner shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the Work in cooperation with the CM, consistent with this Agreement, and in accordance with the planning and scheduling requirements and budgetary restraints of the Project as determined by the CM.

6.7 The Owner shall retain a Design Consultant whose services, duties and responsibilities shall be described in a written Agreement between the Owner and Design Consultant. The services, duties, and responsibilities of the Design Consultant set out in the agreement between the Owner and Design Consultant shall be compatible and consistent with this Agreement and the Contract Documents. The Owner shall, in its agreement with the Design Consultant, require that the Design Consultant perform its services in cooperation with the CM, consistent with this Agreement and in accordance with the planning, scheduling and budgetary requirements of the Project as determined by the Owner and documented by the CM.

6.8 The Owner shall approve the Project and Construction Budget and any subsequent revisions as provided in Paragraph 3.2.3.2 of this Agreement.

6.9 If the Owner contracts separately with any other parties, the Owner shall cause all such Agreements to be compatible and consistent with this Agreement.

6.10 At the request of the CM, sufficient copies of interim and bidding drawings, specifications and contract documents shall be furnished to or printed by the CM at the Owner's expense. The CM shall be solely responsible for the cost of any drawings, specifications and contract documents required after bidding the Project.

6.11 The Owner or Design Consultant shall in a timely manner secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures, or for permanent changes in existing facilities.

6.12 The Owner shall furnish evidence satisfactory to the CM that sufficient funds are available and committed for the entire cost of the Project. The Owner may authorize the CM to proceed with the work on the Project in discrete phases if all of the funds required for the entire Project are not identified at the time this Agreement is executed by the parties.

6.13 The Owner, its representatives and consultants, including Design Consultants, shall endeavor to communicate with the Contractors only through the CM.

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6.14 The Owner shall send to the CM and shall require the Design Consultant to send the CM copies of all notices and communications sent to or received by the Owner or Design Consultant relating to the Project.

6.15 The Owner shall designate, in writing, an officer, employee or other authorized representatives to act in the Owner's behalf with respect to the Project. This representative shall be available during working hours and as often as may be required to render decisions and furnish information so as not to delay the Project. The CM acknowledges that some changes in the scope of the Project may require approval by the Board of Education. The CM shall notify the Owner in writing of any deadlines for responses and how the Owner's failure to respond by the stated deadline will impact the Project schedule.

6.16 The Owner shall make payments to the CM on the basis of the Contractors' payment applications that are certified by the CM and on the basis of the CM's invoices for its services performed. Prior to payment by the Owner, the Design Consultant shall review and approve the contractors' pay applications in accordance with Paragraphs 3.5.3.5 and 3.5.3.6.

ARTICLE 7
COMPENSATION FOR CM SERVICES AND PAYMENT

7.1 Guaranteed Maximum Price

7.1.1 The Owner and CM agree that the Guaranteed Maximum Price shall be seven million, two hundred seventy-one thousand, three hundred seventy-nine dollars ($7,271,379) for this Project. The parties further agree that in the event the bids received by the CM for the work, including all of the alternates accepted by the Owner, pursuant to Article 3.4 of this Agreement exceed the line item in the GMP for the cost of the work, the CM shall be solely responsible for the additional cost of the work, unless this Agreement is terminated by the CM pursuant to Paragraph 7.1.1.1. In the event that the bids received by the CM for the work, including all alternatives accepted by the Owner, are less than the line item in the GMP for the cost of the work, the remaining funds shall be added to the Owner's contingency. The scope of work included in the bid documents, including any alternates accepted by the Owner, shall form the basis of the work to be performed by the CM. The CM and Owner agree that the line items in the GMP shall consist of the Cost of the Work, CM's contingency, Owner's contingency, General Conditions, CM's fee and Bond/Insurance. The CM and Owner further agree that the dollar values for the line items in the GMP stated above consist of the cost of the work ($5,727,525) CM construction contingency ($143,188), Owners contingency fee ($229,101) General Conditions ($687,303), CM's fee ($286,376) and Bond/Insurance ($140,611), The CM and Owner agree that the cost for Pre-Construction shall be $57,275.

7.1.1.1 The parties agree that in the event the bids received by the CM for the work, including all of the alternates accepted by the Owner, pursuant to Article 3.4 of this Agreement exceed the line item in the GMP for the cost of the work, then the CM shall have the right to terminate this Agreement. The CM shall provide the Owner with notice of intent to terminate pursuant to this provision within fifteen (15) days of the CM's receipt of bids for the Project. Prior to a termination pursuant to this provision becoming effective, the Owner and CM will review the list of alternates, other modifications or value engineering requests in order to determine whether an Agreement can be reached between the Owner and CM regarding a modified scope of work or an adjustment to the GMP. In the event an Agreement regarding the modified scope of the work and/or a revision to the GMP cannot be reached within fifteen (15) days of the Owner's receipt of notice of intent to terminate pursuant to this section, then the termination shall become immediately effective.

7.1.1.2 The parties specifically agree that none of the provisions in Article 10 shall apply to any termination of this Agreement pursuant to section 7.1.1.1, but the CM shall be entitled to payment for work actually performed through the procurement phase (section 3.4) pursuant to the compensation set forth in Paragraph 7.4.1; however, CM shall not be compensated for any services provided after the date of termination. In the event a modified scope of work and/or a revision to the GMP is agreed upon by

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the parties, the modified scope shall form the basis of the work to be performed by the CM for the established GMP. The CM construction contingency, general conditions, and/or CM's fee for construction may be reduced by mutual consent of both parties in order to provide funding for the Project. The CM and Owner shall document any changes to the GMP, scope of work, cost of the work, general conditions, CM fee, or CM contingency prior to the Owner issuing notice to proceed with the work. Any reduction in the cost of the work as a result of a modification of the Project scope shall be added to the Owner's contingency

7.1.1.3 In the event the Owner does not request the CM to establish a Guaranteed Maximum Price or does not accept the CM's Guaranteed Maximum Price, then this Agreement may be terminated by the Owner with seven (7) days written notice. In the event this Agreement is terminated pursuant to this provision, the CM shall only be entitled to receive compensation for services as outlined in Article 10.

7.1.1.4. In the event that the Guaranteed Maximum Price is accepted by the Owner, a change order shall be completed and executed by both parties to this Agreement and the CM shall become responsible for the means, methods, sequences, and procedures used in the construction of the Project and shall proceed with the CM's basic services.

7.1.1.5 Construction contracts for the Work required for the Project shall be between the CM and Contractors. The CM shall request and receive bids for each contract and shall solicit and award the contracts in accordance with N.C. Gen. Stat. § 128.1, 143-128.2 to -128.4 and 143-135.8. The contractor and CM shall comply in all respects with the Owner's MBE policies, rules and regulations. The CM shall enter into contracts with the lowest responsible and responsive bidders within sixty (60) days after notice of approval of the GMP by the Owner; however, the CM shall not be entitled to additional time to complete the Project due to any delay in entering into contracts with a bidder unless the delay is due solely to the actions or inactions of the Owner.

7.1.1.6 The CM may perform a portion of the work only if (1) bidding produces no responsible, responsive bidder for that portion of the work, the lowest, responsive, responsible bidder will not execute a contract for the bid portion of the work, or a contractor defaults and a pre-qualified replacement cannot be obtained in a timely manner, and (2) the Owner approves of the CM's self-performing of the work. In the event the CM self-performs a portion of the work pursuant to either method noted above, it shall be paid for the direct cost of the work with no reimbursement for office overhead or for any other work otherwise included in the general conditions. The fee for the work will be at the same CM fee percentage stated in 7.4.1. This paragraph shall not govern compensation for work self-performed by the CM pursuant to Paragraph 5.2.

7.1.1.7 The Guaranteed Maximum Price is the total cost of the Project, as defined herein. The Guaranteed Maximum Price includes the cost of labor, equipment, supplies, materials, services and allowances to complete the Project. The cost data shall be directly correlated to the specific design drawings and specifications in existence at the time the Guaranteed Maximum Price is prepared. The assumptions used in the preparation of the Guaranteed Maximum Price shall be identified by the CM as part of the Guaranteed Maximum Price documentation, and incorporated into the change order establishing the GMP. If the Owner directs the CM to award a contract to a bidder other than the lowest responsible and responsive bidder for any portion of the Project, the Guaranteed Maximum Price shall be increased by the amount of the difference between the award price and the price submitted by the lowest responsible and responsive bidder. The Contingency shall not be changed.

The GMP shall include the cost of the work, CM's general conditions, bonds/insurance, the CM's fee for construction and post-construction phase basic services. The GMP shall also include a CM construction contingency fund. The CM construction contingency fund and the Owner's contingency fund shall only be utilized as outlined in Paragraphs 7.1.1.7.1, and 7.1.1.7.2. The CM's fee shall be paid pursuant to Section 7.4. The general conditions shall be reimbursed as described in 7.1.1.7.3.

7.1.1.7.1 Unless otherwise agreed in writing, the CM's construction contingency may be used by the CM to expedite the work, address scheduling and coordination problems, respond to a default by a non-

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bonded contractor, and repair damaged work in place where the responsible contractor cannot be identified by the CM after reasonable efforts to identify the responsible party. The CM's construction contingency may also be used by the CM to correct design issues that reasonably should have been discovered by the CM during the performance of its obligations pursuant to Paragraphs 3.3.1.5 and 3.3.1.6, correct scope gaps in the bidding of the Project, correct code, regulatory and other items identified by the Owner in writing prior to bidding the Project, correct items identified in change orders or request for information arising on previous uses of the same prototype design, and any issues that are the fault of the CM. The CM's use of the CM's construction contingency fund shall be documented in writing by the CM and approved by the Owner in writing prior to the CM billing for the work. The CM shall not be entitled to receive any fee for the use of the CM's contingency. In the event of a default by a contractor, the CM shall not use the CM's contingency to cover any costs covered by a performance or payment bond provided by the contractor or covered by a program paid for by the CM to insure the performance of the contractors. The CM shall vigorously pursue reimbursement of all expenses from the contractor's surety or through the program provided by the CM.

7.1.1.7.2 Unless otherwise agreed in writing, the Owner's contingency fund shall be used to correct any design issues that could not reasonably have been discovered by the CM during the performance of its obligations during the design and bidding phases, and any changes requested by the Owner. The use of the Owner's contingency fund shall be documented in writing by the CM and approved by the Owner in writing prior to the CM billing for the work.

7.1.1.7.3 The General Conditions shall be paid monthly on a pro-rata basis based upon the project schedule in an amount that shall not exceed the amount included in the GMP. The Owner and CM agree that the items to be reimbursed as general conditions are indicated in Appendix E. The Owner reserves the right to take Ownership and possession of any equipment or other item purchased by the CM as part of general conditions at the conclusion of the Project. The CM shall be notified of the Owner's intent to take possession of any such items prior to final payment.

7.1.1.8 The Guaranteed Maximum Price shall include those taxes applicable to the Project. Any sales tax refunds paid to the Owner shall be exclusively for the Owner's use and shall not in any way reduce the cost of the Project or impact the Guaranteed Maximum Price.

7.1.1.9 The Owner may change the scope of the Project or a part thereof and the Guaranteed Maximum Price shall then be adjusted as provided in Paragraph 7.1.3.

7.1.1.10 In the event that the cost of the Project exceeds the Guaranteed Maximum Price and any adjustments therein (such as allowances, architectural errors, or Owner requested changes) as may be due pursuant to the terms hereof, the CM shall continue to perform at no additional cost to the Owner until the Project, defined by this Agreement and attachments hereto, is complete and achieves final completion. The CM shall be responsible for paying all costs and expenses, in accordance with the terms of this Agreement, that may be necessary to complete the Project, even if such amounts are in excess of the Guaranteed Maximum Price.

7.1.2 Cost of the Project

The term "cost of the Project" shall include all amounts paid by the Owner to the CM for construction and post-construction phase basic services provided by the CM in Paragraphs 3.5 and 3.6 and payment to all separate Contractors, suppliers and equipment lessors for all work, material, and equipment supplied to the Project including general conditions items.

7.1.2.1 The cost of the Project shall not include the following:

7.1.2.1.1 The CM's fee for Basic Services;

7.1.2.1.2 All professional fees paid by the Owner to the Design Consultant or other consultants retained directly by the Owner;

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7.1.2.1.3 All costs paid directly by the Owner to contractors or suppliers retained directly by the Owner and outside the scope of the Guaranteed Maximum Price;

7.1.2.1.4 All Additional Services costs as defined herein; or

7.1.2.1.5 All other costs identified as being not within the Guaranteed Maximum Price.

7.1.2.2 The cost of the Project may be further defined in the change order identifying the scope of the work and the final Guaranteed Maximum Price. If the requirements of this Paragraph 7.1.2 and the documentation required by the change order establishing the Guaranteed Maximum Price differ, then the CM shall identify and explain the difference, but the documentation provided in accordance with change order establishing the final Guaranteed Maximum Price shall be the basis for determining the scope of the Guaranteed Maximum Price.

7.1.3 Adjustments to the Guaranteed Maximum Price

The CM understands, confirms and agrees that its responsibility hereunder is to construct the Project in accordance with the drawings and specifications. It is recognized that the Guaranteed Maximum Price may be determined based upon incomplete design documents and in those instances in which the drawings and specifications are not complete at the time the Guaranteed Maximum Price is established, the CM shall exercise reasonable care and judgment to determine the intent of the design and shall calculate the Guaranteed Maximum Price on the basis of the quality of construction, materials, and finishes that can be reasonably inferred from the design documents or other specified sources. The CM shall determine unit prices and the cost of the Project and shall make those assumptions regarding the Project scope and the quality of the intended construction as may be necessary to fully document the Guaranteed Maximum Price. The Owner and CM shall use the most recently approved Project scope in determining whether or not the scope of the Project or a part thereof has been changed and in determining entitlement to an adjustment to the Guaranteed Maximum Price. A determination regarding all requests for adjustment to the Guaranteed Maximum Price shall be made in writing within thirty (30) days from the date of a written request for an adjustment.

7.1.3.1 The amount of adjustment to increase or decrease the Guaranteed Maximum Price resulting from a change in the Project shall be determined in one or more of the following ways:

7.1.3.1.1 By mutual acceptance of a lump sum, properly itemized and supported by cost data; or

7.1.3.1.2 By unit prices defined and listed in the GMP documentation; or

7.1.3.1.3 If neither of the methods set forth in 7.1.3.1.1 or 7.1.3.1.2 is agreed upon by the Owner, the CM provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on a time and material basis pursuant to Article 5. Choice of this method shall not restrict the Owner or the CM from disputing the justification or right of the CM to an increase in the Guaranteed Maximum Price due to such work. In such case, the CM shall keep and present in such form as may be agreeable to the Owner an itemized accounting together with appropriate supporting data of the actual cost of the Project.

7.1.3.2 If the unit prices are stated and if the quantities originally contemplated by the CM are so changed in a proposed change order or as a result of several change orders that application of the agreed unit prices to the quantities or work proposed cause substantial inequity to the Owner or the CM, the applicable unit prices and Guaranteed Maximum Price shall be adjusted.

7.1.3.3 Should concealed or unknown physical conditions be encountered that differ materially from those identified in the drawings or specifications, the Guaranteed Maximum Price may be adjusted by change order in accordance with Paragraph 5.2.2.

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7.1.3.4 The Design Consultant shall have the authority to order minor changes in the Project consistent with the intent of the drawings and specifications and not involving an adjustment in the Guaranteed Maximum Price or change of the construction completion date. Such changes may be affected by written order only and shall be signed by the Owner and the CM prior to the work being performed.

7.1.3.5 In the event that the bids for the construction of the Project are less than the line item(s) in the GMP for the construction of the Project, the GMP shall be reduced dollar for dollar to reflect the savings. The parties agree that any savings based upon the receipt of bids shall be retained solely by the Owner.

7.1.4 Unused Funds

7.1.4.1 In the event that there are any funds remaining in any contingency, those funds shall be retained solely by the Owner.

7.1.4.2 In the event that all of the funds allocated for the CM's general conditions are not used, the Owner shall retain all of those funds.

7.1.4.3 In the event that there are unused allowances or other cost of work funds, all of those funds, plus the associated CM fee, shall be retained by the Owner.

7.1.4.4 In the event that the bids for the construction of the Project are less than the line item(s) in the GMP for the construction of the Project, the Owner's contingency shall be increased dollar for dollar to reflect the savings. The parties agree that any savings based upon the receipt of bids shall be retained solely by the Owner

7.4 Lump Sum

The Owner shall compensate the CM for Basic Services on the basis of a Lump Sum in accordance with the terms and conditions of this Agreement as follows:

7.4.1 Compensation for Basic Services

The CM shall be compensated for performing Basic Services described in the pre-design phase (Paragraph 3.2), design phase (Paragraph 3.3) and the procurement phase (Paragraph 3.4) for a total lump sum in the amount of fifty-seven thousand, two hundred seventy-five dollars ($57,275) that shall be divided by the number of months scheduled for the basic services in Paragraphs 3.2, 3.3 and 3.4 and paid in equal monthly installments as the services are performed. The CM shall be compensated for performing basic services described in the construction phase (Paragraph 3.5) and post-construction phase (Paragraph 3.6) for a total lump sum in the amount of seven million, two hundred fourteen thousand, one hundred and four dollars ($7,214,104). In the event there are changes in the work that require an adjustment in the CM's construction/post-construction fee, the fee adjustment shall be based upon 5% of the cost of the work added or deleted from the Project. The fee for these phases shall be paid in proportion to the percentage of the actual cost of the work paid by the Owner. The cost of the work as used in this section shall be the total dollar amount of the construction contracts awarded by the CM to contractors for the performance of the work, minus any unused allowances or other deductive change orders. The CM's contingency shall not be included in the calculation or payment of the CM's fee. Progress payments for the work performed by the contractors shall be paid as the work is performed and approved in accordance with this Agreement. The CM acknowledges that the Owner only has funds for the basic services in Paragraphs 3.2, 3.3, and 3.4 at the time this Agreement is being executed and that the CM is not authorized to perform any services in Paragraphs 3.5 and 3.6 or any other provisions of this Agreement without the express written permission of the Owner.

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7.4.2 Payments

Payments to the CM shall be made monthly, not later than forty-five (45) days after receipt of the CM's Invoice by the Owner.

7.4.2.2 Payments due to the CM that are unpaid for more than forty-five (45) days from the due date of the CM's invoice shall not bear interest from the due date.

7.4.3 Compensation for Additional Services

The CM shall be compensated, and payments shall be made for performing Additional Services in an amount and on terms mutually agreeable between the Owner and CM.

7.4.4 Auditing Rights

The CM shall keep all records and supporting documentation which concern or relate to the work, general conditions, or other monies paid hereunder for a minimum of three (3) years from the date of termination of this Agreement or the date the Project achieves final completion. The CM shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. The Owner, and any duly authorized agents or representatives of the Owner, shall be provided access to all such records and supporting documentation during normal business hours upon reasonable request by the Owner. Further, the Owner, and any duly authorized agents or representatives of the Owner, shall have the right to audit, inspect and copy all of the CM's and any contractor's Project records and documentation. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

7.5 Adjustments to the CM's Compensation

The CM shall notify the Owner as specified in this Agreement when material changes to the scope of the Project or a part thereof or when delays caused in whole or in part by the Owner or Design Consultant are expected to increase or extend the Project's critical path or the scope or duration of the CM's services. If the change results in a delay to the Project's critical path or a material increase in the Project's scope, the CM shall be entitled to receive an increase in the duration of this Agreement and/or additional compensation for the change in accordance with this Agreement.

7.6 Liquidated Damages

7.6.1 Should the CM fail to substantially complete the Project or phase on or before the date stipulated for substantial completion of the Project (or such later date as may result from extension of time granted by Owner), the CM shall pay or the Owner may retain from the funds otherwise to be paid to the CM the sum of $1,000 as substantial completion liquidated damages for each consecutive calendar day beyond the date established in this Agreement that Project fails to achieve substantial completion as defined in this Agreement, which sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the CM to complete work within time as stipulated; it being recognized by the Owner and the CM that the injury to the Owner which could result from a failure of the CM to complete on schedule is uncertain and cannot be computed exactly. This amount is the minimum measure of damages the Owner will sustain due to delay in the completion of the work, which shall include but not be limited to the loss of use of the facilities, the relocation of students and services, the cost of Owner's time and resources, damage to Owner's reputation, and storage of furniture and other materials. The inability of the Owner to quantify actual damages shall not prevent the recovery of liquidated damages.

7.6.2 For each consecutive calendar day that the work remains incomplete after the date established for final completion of the Project, the CM shall pay or Owner will retain from the compensation otherwise to be paid to the CM the sum of $500 as final completion liquidated damages. This amount is agreed upon as a reasonable and proper measure of damages the Owner will sustain due to the delay in the

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completion of all remedial work, the delay in the correction of the deficient work, the disruption to the school and the learning environment, the cost of Owner's time and resources, damage to Owner's reputation, and the inability to use the facilities fully. This amount is in addition to the liquidated damages prescribed above for substantial completion.

7.6.3 The amount of liquidated damages set forth in Paragraphs 7.6.1 and 7.6.2 hereinabove shall be assessed cumulatively. The items of cost included in the assessment of liquidated damages are defined above. This provision of liquidated damages does not bar Owner's right to enforce other rights and remedies against CM, including but not limited to, specific performance or injunctive relief. In no way shall costs for liquidated damages be construed as a penalty to the CM.

7.6.4 Notwithstanding any other provisions of the Agreement, if there is concurrent delay in the completion of the work, the CM shall be liable for liquidated damages as specified in this Agreement during such period of concurrent delay. For the purpose of this section 7.6, concurrent delay means (a) a delay event caused in part by the Owner or its agent and in part by the CM or its contractors, subcontractors, sub-subcontractos, or (b) one or more delay event caused solely by the Owner, its agents, or the Design Consultant, and one or more delay event caused in part by the CM, subcontractors, sub-subcontractors or agents, each of which would have resulted in a delay without the other and which delays run concurrently, or at the same time. In the event that the foregoing provision making the CM liable for liquidated damages during a period of concurrent delay is found to be unenforcable, then the parties agree that in the event of a concurrent delay, the extent of the delay will be apportioned between the Owner and the CM, and the CM will be responsible for liquidated damages as set forth in the section 7.6 for those portions of the delay which are apportioned to the CM, its subconctractors, sub-subcontractors, agents or material suppliers.

7.6.5 The amount of liquidated damages set forth in Paragraphs 7.6.1 and 7.6.2 hereinabove shall not include additional legal or design professional costs that may result from the CM's default. If such legal or design professional costs are incurred by the Owner, the CM shall be liable to the Owner for those costs in addition to the liquidated damages amount set forth hereinabove and in 7.7 Summary of Monetary Amounts.

7.7 The following summary is intended to provide a single location for all relevant monetary amounts included in this Agreement as of the date of execution of the Agreement. The following list shall take precedence over any inconsistencies in the amounts otherwise incorporated into this Agreement. The amounts in this Agreement shall only be revised by written agreement between the parties. The monetary amounts follow:

GMP	$7,271,379
Cost of Work	$5,727,525
CM Preconstruction Fee	$57,275
CM Construction Fee	$286,376
CM Construction Contingency	$143,188
Owner Contingency	$229,101
General Conditions	$687,303
Bond/Insurance Fees	$140,611
Liquidated Damages-Substantial	$1,000/Day
Liquidated Damages – Final	$500/day

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

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be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the Owner which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

ARTICLE 8
INSURANCE AND MUTUAL INDEMNITY

8.1 CM's Liability Insurance

8.1.1 The CM shall purchase at their own expense and maintain in companies properly licensed by the department of insurance of the State of North Carolina and rated "a" or better by a.m. best company as will protect it, the Owner, the Design Consultant and their agents, representatives, and employees from claims as set forth below which may arise out of or result from the CM's operations under the Agreement, whether such operations be by itself or by any contractor or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be legally liable:

8.1.1.1 Worker's compensation, including occupational disease and employer's liability insurance.

8.1.1.1.1 Statutory coverage as required by the State of North Carolina worker's compensation laws.

8.1.1.1.2Employer's Liability - at least $1,000,000 each accident, $1,000,000 disease - each employee, $1,000,000 disease - policy limit (or sufficient limits to meet the requirements of the umbrella insurance.

8.1.1.2 Commercial General Liability Insurance - the CM shall obtain and maintain during the life of this Agreement such commercial general liability insurance as shall protect it and any contractor or subcontractor performing work under this Agreement from claims for damages for bodily injury, including accidental death, as well as from claims for property damage which may arise either from the operations or from a contractor or subcontractor or by anyone directly or indirectly employed by them. The CM shall procure insurance coverage for direct operations, sublet work, elevators, contractual liability and completed operations with limits not less than those stated below:

8.1.1.2.1 Bodily Injury & Property Damage Liability: $1,000,000 each occurrence

8.1.1.2.2 Personal Injury & Advertising Liability - $1,000,000 each occurrence

8.1.1.2.3 General Aggregate - $2,000,000

8.1.1.2.4 Products/completed operations aggregate - $2,000,000

8.1.1.2.5 Aggregate limits shall be endorsed to apply on a 'per Project' basis as respects this Agreement.

8.1.1.2.6 Completed Operations Liability: continuous coverage shall be maintained in force for a period of six (6) years following the date of final completion of the work.

8.1.1.3 Business Automobile Liability Insurance, including coverage for owned, non-owned and hired vehicles (symbol 1) - with limits not less than those stated below:

8.1.1.3.1 Combined single limit for bodily injury & property damage $1,000,000 each accident.

8.1.1.4 Excess/Umbrella Liability Insurance: policy to "pay on behalf of the insured"

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Limits of liability: the following shall apply based upon the original Projected GMP:

GMP: < $25,000,000	$5,000,000
GMP: > $25,000,000	$10,000,000

Umbrella shall schedule as underlying coverage employer's liability, business auto liability, and commercial general liability at limits required in Section 8.1.1 above.

8.1.1.5 Required limits may be met in total by any combination of primary and excess/umbrella limits.

8.1.1.6 Contractor's Professional Liability

CM shall obtain and maintain in effect during the term of this Agreement contractor's professional liability in the minimum amount of $2,000,000 each claim, $2,000,000 policy aggregate. Coverage may be placed via combined contractor's professional and pollution liability policy or by separate policy. Continuous coverage shall be maintained in force for a period of six (6) years following the date of final completion of the work. CM is responsible for any applicable deductible.

8.1.1.7 Contractor's Pollution Liability

CM shall obtain and maintain in effect during the term of this Agreement a policy of pollution liability in the minimum amount of $5,000,000 each claim, $5,000,000 policy pollution policy aggregate. This coverage may be placed via combined contractor's professional and pollution liability policy, separate contractor's pollution liability policy or by use of the limited jobsite pollution liability endorsement to the commercial general liability policy. Continuous coverage shall be maintained in force for a period of six (6) years following the date of final completion of the work. CM is responsible for any applicable deductible.

8.1.1.8 If the Project includes any environmental abatement or remediation work (e.g. asbestos, mold, lead paint, or UST), the CM shall obtain and maintain in effect during the term of this Agreement policies for pollution liability covering this specific type of work, which policies shall protect the Owner and CM from claims in an amount not less than $5,000,000 for each claim. Coverage may be procured directly by the CM or through policy placed on behalf of the environmental abatement subcontractor.

8.1.2 CM's business, auto, commercial general liability, builder's risk and excess/umbrella policies shall include an endorsement naming the Owner as additional insured. The additional insured endorsement for commercial liability shall specify coverage on a primary and non-contributory basis and included completed operations. All insurance policies shall be endorsed to provide for waiver of subrogation in favor of Owner. All insurance policies shall contain an endorsement providing the coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner. Endorsements above may be provided on a Project specific or blanket basis as required by written contract.

8.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner by the start date established in the master schedule and thereafter on renewal or replacement of each required policy of insurance. The certificate of insurance shall certify the existence of all required policies which satisfy the requirements listed in Section 8.1 above. The following language shall be typed into the section of the certificate of insurance labeled description of operations/locations/vehicles/special items: "policies certified on this certificate have been amended by specific or blanket endorsement to provide 30 days prior notice of cancellation to Owner." Updated certificates of insurance shall be maintained on file with Owner and by CM throughout the term of the work and for a period of six (6) years from the date of final completion of the work.

Notwithstanding any provision above, contractor shall provide at least five (5) business days direct prior notice to Owner of the cancellation, non-renewal (without replacement), or the material reduction of coverage or limits of any policy of insurance required by Section 8.1.1 above and for a term of six (6) years following the date of final completion of the work.

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8.1.4 The CM shall not allow any contractor or subcontractor to commence work on its contract until all similar insurance required of the contractor or subcontractor has been so obtained and a certificate of insurance has been filed with the CM. CM shall determine and approve the excess/umbrella liability insurance requirements and the term for certification of completed operations liability (following the date of final completion) for all contractors and subcontractors. Approval of the insurance by the Owner shall not relieve or decrease the liability of the CM hereunder. Failure of the CM to provide all required certificates could delay the issuance of notice to proceed. Such delay shall not entitle the CM to an extension of any milestone or completion dates required by the master schedule.

8.2 Builder's Risk Insurance

8.2.1 The CM shall purchase and at all times maintain such insurance as will protect the CM, the Owner, the Owner's representatives, agents and employees, the Design Consultant, contractors and subcontractors from loss or damage to work or property in the course of construction, including all machinery, materials and supplies on the premises, in storage or in transit and intended to become a part of the finished work until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. This insurance shall be in the form of "builder's risk" policy insuring "risks of direct physical loss except those as specifically excluded by the policy", or equivalent. The policy shall not exclude the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft, vehicles, vandalism, theft, malicious mischief, riot, debris removal, flood, water damage, earthquake, earth movement, testing, architect's and engineering fees, mechanical or electrical breakdown, collapse however caused, and/or damage resulting from defective design, workmanship or material. Limits shall be written for the value of the GMP and insure the full cost of replacement at the time of loss. Sub-limits for flood or earthquake are subject to approval by Owner. The CM shall cause such policy or policies of insurance required under this subparagraph to be endorsed so as to provide that the insurer or insurers waive any right of subrogation against the Owner. Notwithstanding any deductible provision, the CM shall remain solely liable for the full replacement cost of any item covered by such insurance, including any applicable deductible or co-insurance penalty. Prior to commencement of work, CM shall provide to Owner a copy of the builder's risk policy obtained in compliance with Section 8.2.1.

8.2.2 All insurance companies providing the above insurance shall be properly licensed by the department of insurance of the State of North Carolina and rated "a" or better by a.m. best company.

8.2.3 Any loss insured under subparagraph 8.2.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgagee clause and of subparagraph 8.2.5. The CM shall pay each contractor and/or subcontractor a just share of any insurance moneys received by the CM, and by appropriate agreement, written where legally required for validity, shall require each contractor or subcontractor to make payments in similar manner.

8.2.4 The Owner and CM waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph 8.2, or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The CM shall require, by appropriate agreement, written where legally required for validity, similar waivers in favor of the Owner and the CM by contractors and subcontractors. With respect to the waiver of rights of recovery, the term Owner shall be deemed to include, to the extent covered by property insurance applicable thereto, its consultants, employees, and agents and representatives. The CM waives as against any separate contractor all rights for damages caused by fire or other perils in the same manner as is provided above as against the Owner. The Owner shall require, by appropriate agreement, written where legally required for validity, similar waivers in favor of the CM by any separate contractor and its subcontractors.

8.2.5 If required in writing by any party in interest, the Owner as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of its duties. It shall deposit in a separate account any money so received, and it shall distribute it in accordance with such agreement as the parties in

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interest may reach, or in accordance with a court order or award. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate change order.

8.2.6 The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five (5) days after the occurrence of loss to the Owner's exercise of this power, and if such objection is made, the matter shall be decided by a court of competent jurisdiction or as the parties in interest otherwise agree. The Owner as trustee shall, in that case, make settlement with the insurers in accordance with the orders of the court or as otherwise agreed by the parties in interest.

8.2.7 If the Owner finds it necessary to occupy or use a portion or portions of the work prior to substantial completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and CM and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use. Consent of the CM and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

8.3 Indemnity

8.3.1 To the fullest extent permitted by law, the CM shall, at its sole cost and expense, indemnify, defend, and hold harmless the Owner and Design Consultant and their agents, representatives, and employees from and against all claims, actions, judgments, costs, liabilities, penalties, damages, losses and expenses, including but not limited to attorneys' fees, arising out of and/or resulting from the performance of the work by the CM, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be legally liable. The above obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 8.3.1. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N.C. Gen. Stat. § 6-21.2. The parties also specifically acknowledge that the Owner is a public body and it is the intent of the parties that the Owner not incur any expenses when the contractor is solely responsible for the claims.

8.3.2 In any and all claims against the Owner or the Design Consultant or any of their agents, representatives, or employees by any employee of the CM, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.3.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CM or any contractor or subcontractor from any of the insurance coverage required in Section 8.1 herein.

8.3.3 The Owner hereby indemnifies and holds harmless the CM and its employees, agents, and representatives from and against any and all claims, demands, suits and damages for bodily injury and property damage caused solely by the Owner that arise out of or result solely from breach of this Agreement or from negligent acts, errors or omissions of the Owner, and its employees.

8.3.4 The CM shall cause each contractor and subcontractor to indemnify and hold harmless the Owner, CM, and Design Consultant from and against any and all claims, demands, suits, damages resulting from bodily injury, personal injury, damage to tangible property (including loss of use), costs, and expenses and fees that are asserted against the Owner, CM, and the Design Consultant and that arise out of or result from negligent acts, errors or omissions or the breach of the construction contract by the contractor or subcontractor, its employees, agents, and representatives in performing the work.

8.4 Performance and Payment Bonds

8.4.1 Within 10 days of the establishment of the final GMP via change order, the CM shall provide a performance bond and payment bond each in the amount of the GMP, minus the Owner's contingency

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if the Owner's contingency is included in the GMP. The amount of the performance and payment bonds may be adjusted if the Guaranteed Maximum Price is reduced after the bids are received.

8.4.2 All insurance companies providing the above bonds shall be properly licensed by the Department of Insurance of the State of North Carolina and rated "A" or better by a.m. best company. The bonds shall be in the form approved by the Owner and attached hereto as Appendix F.

ARTICLE 9
SUSPENSION

9.2 Suspension

9.2.1 The Owner may order, in writing, the CM to suspend all or any part of the CM's services for the Project for the convenience of the Owner or for work stoppage beyond the control of the Owner or the CM. If the performance of all or any part of the services for the Project is suspended, the Owner and CM may negotiate an adjustment in the CM's compensation for the CM's performance of this Agreement caused by such suspension and this Agreement may be modified in writing accordingly.

9.2.2 In the event the CM's services on the Project are suspended, the Owner shall reimburse the CM for all of the costs of its construction site staff, assigned Project home office staff and other costs provided for by this Agreement for the first seven (7) days of such suspension. The CM shall reassign the staff for the remainder of the suspension period unless directed otherwise by the Owner in writing and if the Owner directs the CM to maintain all or part of its staff, the Owner shall reimburse the CM for all costs of staff remaining dedicated to the Project. Upon cessation of the suspension, the CM shall restore the construction site and home office staff to its former size.

9.2.3 Persons assigned to another Project during such suspension or period and not available to return to this Project upon cessation of the suspension shall be replaced. The Owner shall reimburse the CM for costs incurred in relocating staff persons returning to the Project or new persons assigned to the Project.

9.2.4 If the Project is resumed after being suspended, the CM shall have the right to request that its compensation, including rates and fees, be renegotiated. Subject to the provisions of this Agreement relating to termination, a delay or suspension of the Project does not void this Agreement.

ARTICLE 10
TERMINATION

10.1 Termination by the CM

10.1.1 If the work is stopped for a period of one hundred eighty (180) days by the Owner or under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, and through no act or fault of the CM or a contractor or their agents or employees or any other persons performing any of the work under a contract with the CM, then the CM may, upon seven (7) additional days' written notice to the Owner and the design consultant, terminate the contract and recover from the Owner payment for all work executed. The CM shall not be entitled to collect and hereby expressly waives any profit on work not performed and any damages related to that portion of the contract which has been terminated.

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10.2 Termination for Convenience of the Owner

10.2.1 The Owner may, at any time upon ten (10) days' written notice to the CM and to the CM's surety, which notice shall specify that portion of the work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The CM's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Paragraph 10.4. CM shall include termination clauses identical to Article 10 in each of his subcontracts.

10.3 Default Termination

10.3.1 Ten (10) days' after written notice is mailed to the CM and to the CM's surety, the Owner may terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the work) the employment of the CM and his right to proceed either as to the whole or any portion of the work required by the contract documents and may take possession of the work and complete the work by contract or otherwise in any one of the following circumstances:

.1 If the CM or its surety refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the substantial or final completion of the work within the contract time or fails to complete the work or remedy a default within said period;

.2 If the CM is in material default in carrying out any provisions of the contract for a cause within his control;

.3 If the CM fails to supply a sufficient number of properly skilled workmen or proper equipment or materials;

.4 If the CM fails to make payment to the contractors or for materials or labor when due, unless he otherwise provides the Owner reasonable evidence that payment is not legally or contractually due;

.5 If the CM disregards laws, permits, ordinances, rules, regulations or orders of any public authority having jurisdiction, or fails to follow the reasonable instructions of the Owner;

.6 If the CM substantially violates any provisions of the contract documents; or

.7 If the CM refuses or fails to properly schedule, plan, coordinate and execute the work, as specified herein, so as to perform the work within the specified milestone and completion dates, or to provide scheduling or related information, revisions and updates as required by the contract documents.

10.3.2 The right of the CM to proceed shall not be so terminated under this Paragraph 10.3 if the delays in the completion of the work are due to causes beyond the control and without the fault or negligence of the CM or the contractors.

10.3.3 If, after the CM has been terminated for default pursuant to Paragraph 10.3, it is determined that none of the circumstances set forth in Paragraph 10.3.1 exist, then such termination shall be considered a termination for convenience pursuant to Paragraph 10.2. In such case, the CM's sole remedy will be the costs permitted by Paragraph 10.4.

10.3.4 If the Owner so terminates the employment of the CM, the CM shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation that would have been paid to the CM for the actual work completed, excluding the CM’s unused contingency, shall exceed the expense of so completing the work (including compensation for additional construction management, managerial, administrative, consultant, legal, design and inspection services and any damages for delay) such excess shall be paid to the CM.

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10.3.5 If such expenses shall exceed the unpaid balance, the CM and his sureties shall be liable to the Owner for such excess. If the right of the CM to proceed with the work is partially or fully terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, supplies, plant and equipment as may be on the site of the terminated portion of the work and necessary for the completion of the work. If the Owner does not fully terminate the right of the CM to proceed, the CM shall continue to perform the part of the work that is not terminated.

10.3.6 If the Owner terminates the whole or any part of the work pursuant to Paragraph 10.3, the Owner may procure, upon such terms and in such manner as the Owner may deem appropriate, supplies or services similar to those so terminated, and the CM shall be liable to the Owner for any excess costs for such similar supplies or services. The CM shall continue the performance of the contract to the extent not terminated hereunder.

10.4 Allowable termination costs

10.4.1 If the Owner terminates the whole or any portion of the work pursuant to Paragraph 10.2, then the Owner shall only be liable to the CM for those costs reimbursable to the CM in accordance with Paragraph 10.4.2, plus a markup of ten percent for profit and overhead on the actual fully accounted costs paid by the Owner under 10.4.2; provided however, that if there is evidence that the CM would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed hereunder for the work performed and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss. Under no circumstances shall the CM be entitled to any loss profit or fee on the work terminated pursuant to section 10.2.

10.4.1.1 After receipt of a notice of termination, the CM shall submit to the Owner his termination claim, in the form and with certification prescribed by the Owner. Such claim shall be submitted promptly, but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Owner upon request of the CM made in writing within such thirty (30) day period or authorized extension thereof. However, if the Owner determines that the facts justify such action, he may receive and evaluate any such termination claim at any time after such thirty (30) day period or any extension thereof. Upon failure of the CM to submit his termination claim within the time allowed, the Owner may determine, on the basis of information available to him, the amount, if any, due to the CM by reason of the termination.

10.4.2 If the Owner terminates the whole or any portion of the work pursuant to section 10.2, the Owner shall pay the CM an amount for supplies, services, or property accepted by the Owner, and which is in accordance with the contract documents, in an amount as if the Agreement had not been terminated. In addition, in such event, the Owner shall pay to CM an amount representing CM's actual cost, excluding any overhead and profit for the items and things specified in subparagraph 10.5.1.6 and not heretofore paid for, appropriately adjusted for any saving of freight or other charges. Under no circumstances, shall the CM be entitled to any loss profit or fee on the work terminated pursuant to section 10.2.

10.4.2.1 The CM agrees that neither the Owner nor the Design Consultant will be liable for payments to contractors or subcontractors pursuant to Paragraph 10.4.2 unless each contract or subcontract contains termination provisions identical to those set forth in this Article 10. The Owner and the design consultant will not be liable to the CM or any of the contractors or subcontractors for any costs associated with termination if the contract or subcontract of the party involved does not include the required termination language.

10.4.3 In arriving at any amount due the CM pursuant to Paragraph 10.4, there shall be deducted the following:

.1 All unliquidated advance or other payments on account theretofore made to the CM applicable to the terminated portion of the contract;

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.2 Any amount which the Owner reasonably believes the CM or any of the contractors owes to the Owner;

.3 Such amount as the Owner determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and

.4 The agreed price for, or the proceeds of sale of, any materials, supplies or other things acquired by the CM or sold, pursuant to the provisions of Paragraph 10.5.1.7, and not otherwise recovered by or credited to the Owner.

10.4.4 The total sum to be paid to the CM under Paragraph 10.4 shall not exceed the contract sum as reduced by the amount of payments otherwise made or to be made for work not terminated and as otherwise permitted by the contract. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the CM, as provided in Paragraph 10.4.2, the replacement cost of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner, or to a buyer pursuant to Paragraph 10.5.1.7.

10.5 General Termination Provisions

10.5.1 After receipt of a notice of termination from the Owner, pursuant to Paragraph 10.2 or 10.3, and except as otherwise directed by the Owner, the CM shall:

.1 Stop work under the contract on the date and to the extent specified in the notice of termination;

.2 Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;

.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;

.4 At the option of the Owner, assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the rights in the contracts so terminated, in which case the Owner shall have the right, at his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

.5 Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, with the approval or ratification of the Owner, to the extent he may require, which approval or ratification shall be final for all the purposes of this article;

.6 Transfer title and deliver to the entity or entities designated by the Owner, in the manner, at the times and to the extent directed by the Owner to the extent specifically produced or specifically acquired by the CM for the performance of such portion of the work as had been terminated, the following:

(1) The fabricated or unfabricated parts, work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed work, supplies and other material produced as part of, or acquired in connection with the performance of, the work terminated by the notice of termination; and

(2) The completed or partially completed plans, drawings, information, releases, manuals and other property related to the work and which, if the contract had been completed, would have been required to be furnished to the Owner;

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.7 Use commercially reasonable efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Owner, any property of the types referred to in Paragraph 10.5.1.6; provided, however, that the CM:

(1) Shall not be required to extend credit to any buyer, and

(2) May acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the CM under the contract or shall otherwise be credited to the contract sum covered by the contract or paid in such other manner as the Owner may direct;

.8 Complete performance of such part of the work as shall not have been terminated by the notice of termination; and

.9 Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to the contract which is in the possession of the CM and in which the Owner has or may acquire an interest.

10.5.2 The CM shall, from the effective date of termination until the expiration of three (3) years after final settlement under the contract, preserve and make available to the Owner, at all reasonable times at the office of the CM, but without direct charge to the Owner, all his books, records, documents and other evidence bearing on the costs and expenses of the CM under the contract and relating to the work terminated hereunder, or, to the extent approved by the Owner, photographs, micro-photographs or other authentic reproductions thereof.

10.5.3 If the termination, pursuant to Paragraph 10.2, be partial, the CM may file with the Owner a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the CM for an equitable adjustment under this Paragraph must be asserted within six (6) months from the effective date of the notice of termination.

10.5.4 The CM shall refund to the Owner any amounts paid by the Owner to the CM in excess of costs reimbursable under Paragraph 10.4.

10.5.5 The CM shall be entitled to only those damages and that relief from termination by the Owner as specifically provided in Article 10.

ARTICLE 11
ADDITIONAL PROVISIONS

11.1 Limitation and Assignment

11.1.1 The Owner and the CM each bind itself, its successors, assigns, insurers, and legal representatives to the terms of this Agreement.

11.1.2 Neither the Owner nor the CM shall assign or transfer its rights or interest in this Agreement without the written consent of the other, except that the CM may assign accounts receivable to a commercial bank for securing loans without approval of the Owner, and the Owner may assign the Agreement to Brunswick County for any reason without the consent of the CM. However, nothing contained in this paragraph can prevent the CM from employing contractors or such consultants, associates or subcontractors as the CM may deem appropriate to assist in performance of the services and of the Work hereunder.

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11.2 Governing Law and Venue

11.2.1 This Agreement shall be governed by the laws of the State of North Carolina, without regard for its choice of law provisions. All actions relating in any way to this 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.

11.2.2 CM shall comply with all applicable laws and regulations in providing services under this Agreement. CM shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. CM represents that it is aware of and in compliance with the immigration reform and control act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system. CM further warrants that it will use the E-Verify system to verify employment eligibility of all its employees throughout the term of this Agreement, and that it will remain in compliance with all i-9 requirements throughout the term of this Agreement. CM shall also ensure that any subcontractors use the E-Verify system at all times while providing subcontracted services in connection with this Agreement.

11.2.3 Lunsford Act/Criminal Background Checks. The CM shall conduct or arrange to have conducted at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to Owner property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office, provided that such administrative office is not located at a school site; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites where no minors are present. The checks shall include at a minimum checks of the state sex offender and public protection registration program, the state sexually violent predator registration program, and the national sex offender registry ("the registries"). For the CM's convenience only, all of the required registry checks may be completed at no cost by accessing the united states department of justice sex offender public website at http://www.nsopw.gov/. The CM shall provide certification on the sexual offender registry check certification form (Appendix G) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The CM shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, CM agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. CM further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. CM shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. CM agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the Owner upon request. CM specifically acknowledges that the Owner retains the right to audit these records to ensure compliance with this section at any time in the Owner's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the agreement. In addition, the Owner may conduct additional criminal records checks at the school system's expense. If the Owner exercises this right to conduct additional criminal records checks, CM agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the Owner for all contractual personnel who may deliver goods or perform services under this Agreement. CM further agrees that it has an ongoing obligation to provide the Owner with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. Owner reserves the right to prohibit any contractual personnel of CM from delivering goods or providing services under this Agreement if Owner determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

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11.2.4 The CM represents that as of the date of this Agreement, neither the CM nor its principals are included on the final divestment list created by the North Carolina state treasurer pursuant to N.C. Gen. Stat. § 147-86.58. The CM also represents that as of the date of this Agreement, neither the CM nor its principals are included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina state treasurer pursuant to N.C. Gen. Stat. § 147-86.81. The CM further represents that as of the date of this Agreement, neither the CM 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. The CM must notify Owner within thirty (30) days if debarred by any governmental entity during this Agreement.

11.2.5 Anti-Nepotism. The CM warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Owner's Board of Education or of any principal or central office staff administrator employed by the Owner. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should the CM become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, the CM shall immediately disclose the family relationship in writing to the superintendent. Unless formally waived by the Owner, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to the CM.

11.2.6 Sales and Use Tax. CM shall be responsible for complying with any applicable sales and use tax obligations imposed by chapter 105, Article 5 of the North Carolina General Statutes. Where CM has been contracted with to oversee "new construction" or "reconstruction" as defined in G.S. 105-164.4h, CM shall be responsible for issuing and maintaining an "affidavit of capital improvement.

11.2.7 Non-Discrimination. CM 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. CM shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event CM 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 Owner, and CM may be declared ineligible for further agreements with Owner.

11.2.8 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.

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

11.2.10 The CM shall comply with the above listed and all applicable laws and regulations in providing services under this Agreement.

11.3 Extent of Agreement

11.3.1 This Agreement represents the entire and integrated agreement between the Owner and the CM and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument signed by both the Owner and the CM. Nothing contained in this Agreement is intended to benefit any third party. The Contractors and Design Consultant are not intended third party beneficiaries of this Agreement. This Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it has

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been prepared initially by the Owner, it being recognized that both parties and their respective counsel have had a full and fair opportunity to negotiate and review the terms and provisions of this Agreement and to contribute to its substance and form.

11.4 Severability

11.4.1 If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.

11.5 Meaning of Terms

11.5.1 References made in the singular shall include the plural and the masculine shall include the feminine or neuter.

11.6 Notices

11.6.1 Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered or sent by registered or certified mail, postage prepaid, or by facsimile, addressed as follows:

To the Owner:
Brunswick County
Brunswick County Manager
30 Government Center Dr (via courier service or overnight services)
PO Box 249 (via mail)
Bolivia, NC 28422

With a copy to:
Brunswick County Board of Education
Larry Smith
Executive Director of Operations
35 Referendum Dr.
Bolivia, NC 28422

To the CM:

W.M. Jordan Company, Incorporated
Robert Beale
PO Box 1337
Newport New, VA 23601-0337

11.7 Compliance with Brunswick County and Brunswick County Board of Education Policies and Procedures

11.7.1 The CM acknowledges that the Owner's policies governing conduct on the Owner's property are available for review on the Owner's website at www.bcswan.net. In addition to complying with the Owner's policies, the CM agrees to comply with the following:

11.7.2 The CM, the contractors and their employees shall not possess or carry, whether openly or concealed, any gun, rifle, pistol, or explosive on any property owned by the Owner. This includes firearms locked in containers, vehicles or firearm racks within vehicles. The CM, the contractors and their employees shall not cause, encourage or aid a minor, who is less than 18 years old to possess or carry, whether openly or concealed, any weapons on any property owned by the Owner.

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11.7.3 The CM, the contractors and their employees, are prohibited from profane, lewd, obscene or offensive conduct or language, including engaging in sexual harassment.

11.7.4 The CM and the contractors shall not manufacture, transmit, conspire to transmit, possess, use or be under the influence of any alcoholic or other intoxicating beverage, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or anabolic steroids, or possess, use, transmit or conspire to transmit drug paraphernalia on any property owned by the Owner.

11.7.5 The CM and the contractors may not at any time use or display tobacco or nicotine-containing products, including but not limited to electronic cigarettes (e-cigarettes), on school premises, both indoor and outdoor. The prohibition of the display of tobacco or nicotine products shall not extend to a display that has a legitimate instructional or pedagogical purpose. For purposes of this Agreement, "tobacco product" is defined to include cigarettes, cigars, blunts, bidis, pipes, chewing tobacco, snuff, and any other items containing or reasonably resembling tobacco, tobacco products, or any facsimile thereof. "Tobacco use" includes smoking, chewing, dipping, or any other use of tobacco products.

11.7.6 The CM, the contractors and their employees shall not solicit from or sell to students or staff within the Owner's facilities or campuses, and shall not give gifts of any value to school system employees.

11.7.7 Operators of all commercial vehicles on any property owned by the Owner shall be subject to post-accident, random, reasonable suspicion and follow-up testing for drugs and alcohol.

11.7.8 The CM, the contractors and their employees are prohibited from using access to the site pursuant to this Agreement as a means to date, court, or enter into a romantic or sexual relationship with any student enrolled in the Owner's schools. The CM agrees to indemnify the Owner for claims against the Owner resulting from relationships which have occurred or may occur between a student and an employee of the CM or the contractors.

11.7.9 The CM, the contractors and their employees shall not interact with any students. Nothing in this Paragraph shall be construed to prevent the CM, the contractors and their employees from taking necessary measures to protect students, staff or other employees.

11.7.10 The CM shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to it. The Owner may require the CM to remove any employee, contractor or subcontractor the Owner deems incompetent, careless or otherwise objectionable.

11.7.11 All agents and workers of the CM and the contractors shall wear identification badges provided by the CM at all times they are on the Owner's property. The identification badges shall at a minimum display the company name, telephone number, employee name and a picture of the employee. The CM and the contractors shall comply with the Owner's site or school building access procedures when working on any existing school campus.

11.8 Construction Project Policies

The CM acknowledges the Owner's, minority business participation policy, and prequalification of bidders for construction Projects, including their regulations and procedures, attached as Appendixes H and I be incorporated into this Agreement.

11.9 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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This Agreement is executed the day and year first written above.

OWNER: BRUNSWICK COUNTY

_____
Chairman, Board of Commissioners

ATEST:

_____
Clerk to the Board

[SEAL]

CONSTRUCTION MANAGER:

W.M. JORDAN COMPANY, INCORPORATED

_____
Robert T. Beale, President

Attest:

_____
Barbara, Kosikowski, Corporate Secretary

[Seal]

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

_____
Freyja Cahill, Finance Officer
Brunswick County Board of Education
4.9020.495.527.339.880.00

"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
Brunswick County, North Carolina

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APPENDIX A

Brunswick County Schools Board Policy Code 9120

G. DISPUTE RESOLUTION PROCESS

The Board establishes the following dispute resolution process to resolve issues arising out of construction and repair projects or contracts related to such projects. The dispute resolution process may be used by any party involved in the construction project for those disputes in which the amount in controversy is at least $15,000.

The Board strives to resolve disputes without animosity between or among parties. To this end, prior to initiating litigation concerning a dispute, parties to the dispute must do the following: (1) submit the dispute for review by the superintendent or other designated school official and the project architect or engineer, as appropriate, and (2) participate in mediation, if the matter cannot be resolved by school officials and the architect or engineer. In no event shall the Board be subject to arbitration proceedings pursuant to this policy. The cost of the dispute resolution process will be divided between the parties to the dispute. If the Board is a party to the dispute, the Board will pay at least one-third of the cost.

The superintendent or designee shall adopt regulations necessary to implement this policy.

Legal References: 2 C.F.R. 200.317-200.326; G.S. 64, art. 2; 115C-521, -522; 143-64.31 and art. 8;147, art. 6E, art. 6G

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APPENDIX B-1

Management Plan (Preliminary) – Town Creek Elementary 8-Classroom Addition

Construction Manager at Risk Notice to Proceed	November 8, 2022
Architect/Engineer Notice to Proceed	November 8, 2022
Design/Construction Drawings	June 15, 2023
GMP Acceptance/Construction Notice to Proceed	September 4, 2023
Construction Substantial Completion	August 5, 2024
Projection Completion	September 5, 2024

Construction Manager to generate detailed comprehensive management/construction schedules with interim date for use during design and construction.

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APPENDIX B-2

CONSTRUCTION SCHEDULES AND REPORTS

1.01 GENERAL REQUIREMENTS

A. The work under this contract shall be planned, scheduled, executed and reported using the Critical Path Method (hereinafter referred to as: CPM), pursuant to the provisions of the Standard Form of Agreement Between Owner and Construction Manager (hereinafter referred to as: Agreement).

B. The primary objectives of the project scheduling program are to insure the adequate planning, scheduling and execution of the construction activities so they may be prosecuted in an orderly and expeditious manner, within the Contract Time and the milestones stipulated by the Contract, to provide optimum coordination between contractors, to establish the basis for measuring and monitoring individual contractor progress and overall project progress, to detect problems for the purpose of taking corrective action to maintain the scheduled program and to provide a mechanism or tool for determining and monitoring such corrective actions.

C. Any schedules prepared for this project by the Owner are made available by the Owner solely as an aid to the Construction Manager (CM). The Owner's plan may not optimize, and it is not intended to optimize, the CM's costs or resources. It is intended that these schedules will reflect the milestones and completion dates established by the Owner. However, the services provided by the Owner, the existence of schedules, networks, or any other charts or services prepared or performed by the Owner or Design Consultant shall in no way relieve the CM of the responsibility of complying with all of the requirements of the Agreement, including but not limited to the responsibility of completing the Work within the Contract Time and the responsibility of planning, scheduling and coordinating the work. The CM is required to comply with all control procedures specified herein and with any reasonable changes that may be necessary, in the opinion of the Owner and Design Consultant, during the contract duration.

D. Any and all milestone or specific dates listed in these specifications, or elsewhere in the Agreement, represent only the major items of construction/erection work or interface dates. The milestone completion dates indicated are considered essential to the satisfactory performance of this Agreement and to the coordination of all work on the project.

1. The milestone dates listed are not intended to be a complete listing of all work under this Agreement or of all interfaces between project contractors.

2. The milestone dates listed represent the latest allowable completion dates. Earlier completion dates may be established by the CM as agreed by the Design Consultant and the Owner.

E. If the CM should desire or intend to complete the work earlier than any required Milestone or Completion date, the Owner and Design Consultant shall not be liable to the CM for any costs or other damages should the Construction manager be unable to complete the Work before such Milestone or Completion Dates. The duties, obligations and warranties of the Owner to the CM shall be consistent with and applicable only to the completion of the Work on the Milestone and completion dates required in the Agreement, unless the Owner and CM otherwise agree in writing.

1.02 PRE-BID

In conjunction with the preparation of Construction Documents, the CM shall prepare a detailed milestone schedule which displays a construction plan to complete the Project in compliance with specific dates listed in the Agreement.

1.03 POST AWARD ACTIVITIES

A. The CM, Owner and Design Consultant shall perform the following after receipt of the Notice to Proceed (NTP): (The agreement to and approval of a Guaranteed Maximum Price (GMP) for a portion, or all, of the Project shall constitute an NTP for that portion of the Project.)

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Immediately following the receipt of the Notice to Proceed, the CM shall commence the preparation of its Detailed Project Construction Schedule. The CM shall assemble, with the assistance and input from the Contractors, Subcontractors, and Suppliers, information regarding the project that includes but is not limited to:

1. A Detailed Project Construction Schedule that represents the CM's best judgment in how it shall prosecute and complete the work in compliance with the Milestone Dates and any Specific Dates stipulated in the Agreement.
2. The identity and duration of all activities to be included in this construction plan. Activities shall meet the following criteria:
    a. Activity descriptions shall be clear and concise. The beginning and end of each activity shall be readily verifiable.
    b. Responsibility for each activity shall be identified with a single performing organization. (i.e., Prime contractor)
    c. An activity must be no more than 14 calendar days in duration unless approved in advance by the Owner and Design Consultant.
    d. Include relevant predecessors and successors for each activity as well as the type of relationships between, and any lag time required. All activities except the first activity (i.e., NTP) and last activity (i.e., Final Completion) shall have both predecessors and successors.
    e. Listing of Project submittals, approvals, and material/equipment site deliveries dates.
3. The identity of planned and reasonably anticipated inclement weather as identified in Article 4 of the Agreement.
4. The identity of long lead items and delivery dates of all major pieces of equipment or materials.

B. The CM shall, within fourteen (14) calendar days following NTP, submit to the Owner and Design Consultant a Computerized 90-Day, Detailed Project Construction Schedule in precedence format for its construction/erection work scope utilizing Primavera's P3®, or Primavera 5.0 scheduling software (compatible software is not acceptable). Provide two (2) hard copies of the 90-Day Detailed Project Construction Schedule and one (1) electronic file copy utilizing Primavera's Scheduling Software. This schedule shall provide complete details, as outlined in this section and related sections, of all activities included for the first 90 contractual days of work (from NTP), as well as, the proposed summary of work activities for the remaining contractual scope and divisions of work (utilizing summary activities) for the project beyond the first 90 days through final completion. The work beyond the first 90 days shall be broken down by subcontractor and division of work and shall show logic, sequencing, and responsibility. This initial schedule shall incorporate the work of all contractors, subcontractors, vendors, and outside agencies and contractors associated with the entire scope of work for this project.

   The Detailed Project Construction Schedule shall show:

   1. The order and interdependencies of the Contractors' activities and the major points of interface or interrelation with the activities of others, including specific dates for completion.
   2. Conformance with and identification of the specified mandatory milestone dates specified in the Agreement.
   3. The description and quantity of work by activity.
   4. The time required for engineering, preparation and approval of shop drawings, manufacturing, and delivery of Contractor-furnished permanent materials.

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5. The time required for procurement, delivery, and erection of the Contractor's permanent materials.
6. Delivery of Owner-furnished material and equipment.
7. Shop fabrication and delivery.
8. Clearly defined Critical Path (or Paths).
9. Erection and installation.
10. Testing of equipment and materials.
11. Technology Data Systems Installation and Testing
12. Activity calendars, incorporating potential weather delays, or multi- work periods.

C. The Detailed Project Construction Schedule shall indicate an early completion date for the project that is no later than the project's required completion date. All activity durations shall be given in calendar days. The Schedule shall also indicate each of the following:

1. Interfaces with the work of outside contractors, e.g., utilities, power, and with any separate contractor.
2. Estimated duration time for each activity.
3. Early start date for each activity.
4. Late start date for each activity.
5. Early finish date for each activity.
6. Late finish date for each activity.
7. Float available for each path of activities containing float.
8. Identification of all critical path activities in the schedule analysis.
9. The critical path for the project, with said path of activities being clearly and easily recognizable on the time-scaled network diagram. The relationship between all non-critical activities and activities on the critical path shall be clearly shown on the network diagram.
10. The responsibility code for the Contractor or Subcontractor performing each activity or portion thereof.
11. The area of work (i.e. Gymnasium, Media Center, etc.) and the floor (i.e. 1st floor, 2nd floor, etc.).

D. The Owner and Design Consultant will review the CM’s Detailed Project Construction Schedule for compatibility with the Project Milestones, the Completion Schedule, and the requirements of the Agreement. If requested, a meeting will be held between the Owner, Design Consultant and CM to resolve any conflicts in the CM's schedule. The CM shall revise its schedule as required by the Owner and Design Consultant to ensure completion of the Project in accordance with the Project’s Milestone and Completion Dates and shall submit its revised schedule to the Owner and Design Consultant within seven (7) calendar days of this meeting.

E. If the CM thereafter desires to make changes in its method of operating and scheduling, he shall follow the procedures set out in Paragraph 2.03, Network Revisions, of this Section.

F. Approval by the Owner and Design Consultant of the CM’s Detailed Project Construction Schedule is advisory only and shall not relieve the Contractors of the responsibility for accomplishing the Work within each and every Contract-required Milestone and Completion date. Omissions and errors in the approved Project Construction Schedule shall not excuse performance which is not in compliance with the contract. Approval by the Owner and Design Consultant in no way makes the Owner or the Design Consultant an insurer of the Detailed

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Project Construction Schedule's success or liable for time or cost overruns flowing from its shortcomings. The Owner hereby disclaims any obligation or liability by reason of Owner or Design Consultant approval of or acquiescence to the Detailed Project Construction Schedule

G. The CM shall compile, organize, and present a fully integrated Computerized Detailed Project Construction Schedule to the Owner and Design Consultant within sixty (60) days of Notice to Proceed. This schedule shall include the 90-Day Construction Schedule as well as the detailed activities for that portion of the work beyond the first 90 days of the construction through final completion to create the complete project schedule. The details of this schedule shall follow the same requirements as those outlined above in this section for the 90-Day Schedule. The CM shall provide two (2) hard copies of the Detailed Project Construction Schedule, and one electronic file copy utilizing Primavera's P3 Scheduling Software (compatible formats are not acceptable), the Schedule of Values and Computer Reports to the Owner and Design Consultant for final review and approval. Approval shall be signified by the Design Consultant, CM, and Owner jointly signing the schedule agreement (Attachment at the end of this section). The CM shall use the approved Detailed Project Construction Schedule in planning, organizing, directing, coordinating, performing and executing the work (including all activities of Contractors, Subcontractors, equipment deliveries, vendors, and suppliers) and shall be the basis for evaluating the progress of the Work, subject to such revisions made in such schedule as provided for herein, in the Agreement, or in the Construction Documents.

H. The CM will develop and maintain the overall Detailed Project Construction Schedule. This schedule will be in precedence format and will be computer generated and updated and will be the controlling schedule document utilized for managing overall project construction.

1.04 COMPUTER COST AND SCHEDULE REPORTS

A. Every month the CM will generate all monthly progress documents from the Detailed Project Construction Schedule, based on the Progress Reports received from the Contractors. These Reports will reflect the progress of the project.

B. Report Content:

1. The initial and subsequent computer-generated Schedule Reports shall include the following minimum information for each activity:

    a. activity number,

    b. activity description,

    c. original and remaining duration in days,

    d. early and late start dates,

    e. early and late finish dates,

    f. actual start dates for activities which have commenced,

    g. actual finish dates for activities which have completed,

    h. percentage of activity completed as of each report,

    i. total float for each activity, and

    j. responsibility for activity.

2. The CM will produce four (4) schedule reports each month. The reports are:

    a. All activities on the Project Construction Schedule sorted by early start and then by total float.

    b. All activities sorted by Contractor, and further sorted by activity number.

    c. All activities sorted by total float.

    d. All activities sorted by late start.

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2.00 CONSTRUCTION MANAGER'S ORGANIZATION

The CM shall maintain, as part of its organization, a staff/or consultant of sufficient knowledge in the use and application of CPM utilizing and whose responsibility will be to prepare input information for the Detailed Project Construction Schedule, monitor progress, provide input for updating and revise logic diagrams when necessary.

2.01 RECOVERY SCHEDULE

Pursuant to paragraph 3.5.2.5 of the Agreement, should any conditions exist such that any of the mandatory specific or milestone dates or completion dates on the CM's approved Detailed Project Construction Schedule fall behind by 14 calendar days or more, the CM shall be required to, at no extra cost to the Owner, prepare and submit to the Owner and Design Consultant, within 14 calendar days of notification, a supplementary Recovery Schedule, in a form and detail appropriate to the need, to explain and display how they intend to reschedule those activities to regain compliance with the Detailed Project Construction Schedule during the immediate subsequent pay period.

2.03 NETWORK REVISIONS

A. Should the CM, after approval of the Detailed Project Construction Schedule, desire to change its plan of construction, the CM shall submit its requested revisions to the Owner and Design Consultant along with a written statement of the revisions including a description of the logic for rescheduling the work, methods of maintaining adherence to intermediate milestones and Specific Dates and the reasons for the revisions. The CM shall revise its schedule to include the effect of Changes, acts of God, or other conditions or events which have affected the network. If the requested changes are acceptable to the Design Consultant, and the Owner, and they do not adversely impact any Milestone or Completion Dates, they will be incorporated into a revised Approved Detailed Project Construction Schedule, to be compiled and produced by the CM in the next reporting period. The resultant cost, if any, to the Owner and the Design Consultant shall be paid for by the CM.

B. When the Owner orders changes by Change Order which have the potential to impact the Construction milestones or Specific Dates stipulated in the Agreement, a Revised Network will be prepared by the CM and provided to the Owner and Design Consultant for concurrence or revision. After the revised network has been mutually agreed upon, it will be incorporated into a revised Detailed Project Construction Schedule, to be compiled and produced by the CM. Change Order logic will affect only those activities and performance dates directly concerned.

C. Any change to the approved Detailed Project Construction Schedule must be approved in writing by the Owner, Design Consultant and CM.

D. Neither the updating or revision of the approved Detailed Project Construction Schedule nor the submission, updating, change or revision of any report or schedule submitted to the Owner and/or Design Consultant by the CM under this Section nor the Owner's review or non-objection of any such report or schedule shall have the effect of amending or modifying, in any way, the Contract Time, any Contract Completion Date, or Contract Milestone Dates or of modifying or limiting in any way the CM's obligations under this Contract.

2.04 FLOAT TIME

A. Float or slack time is defined as the amount of time between the earliest start date and the latest start date or between the earliest finish date and the latest finish date of a chain of activities on the Detailed Construction Network. Float or slack time is not for the exclusive use or benefit of either the CM or the Owner. The CM's work shall proceed according to early start dates, and the Owner and Design Consultant shall have the right to reserve and apportion float time according to the needs of the project. The CM acknowledges and agrees that actual delays, affecting paths of activities containing float time, will not have any affect upon contract completion times, providing that the actual delay does not exceed the float time associated with those activities.

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B. Extensions of time for performance as described in the Agreement will be granted only to the extent that the time adjustment for the activity or activities affected by any condition or event which entitles the CM to a time extension exceeds the total float or slack along the path of activities affected at the time of the owner's authorization to proceed with the Change Order or the commencement of any delay or condition for which an adjustment is warranted under the Agreement.

2.05 REQUESTED TIME ADJUSTMENT SCHEDULE:

A. The updated approved Detailed Project Construction Schedule submitted by the CM shall not show a completion date later than the Agreement, subject to any time extensions approved by the Owner. If the CM believes it is entitled to an extension of the Contract Time under the Agreement, the CM shall submit to the Owner and Design Consultant, a separate schedule analysis (entitled "Requested Time Adjustment Schedule") indicating suggested adjustments in the Contract Time which should, in the opinion of the CM, be made in accordance with the Agreement by time extension, due to changes, delays or conditions occurring during the past month or previously, or which are expected or contemplated by the CM (whether such conditions are excusable under the Agreement or are alleged to be due to fault of the CM or Owner). This separate schedule, if submitted, shall be time-scaled utilizing a computer generated and computer-drawn network analysis schedule, unless otherwise approved by the Owner and Design Consultant, and shall be accompanied or preceded by a formal time extension request as required by the Agreement and a detailed narrative justifying the time extension requested. All time extension requests must be submitted, in writing, to the owner within ten (10) days of the event causing the potential delay or extension in order to be accepted for review and consideration by the owner.

B. Neither the Owner nor the Design Consultant shall have any obligation to consider any time extension request unless the requirements of the Agreement are complied with. The Owner shall not be responsible or liable to the CM for any constructive acceleration due to failure of the Owner to grant time extensions under the Agreement should the CM fail to comply with the submission requirements and the justification requirements of this Agreement for time extension requests. The CM's failure to perform in accordance with the approved Detailed Project Construction Schedule shall not be excused, nor be chargeable to the Owner, because the CM has submitted time extension requests or a "Requested Time Adjustment Schedule."

2.06 COORDINATION

A. The CM shall coordinate its work and that of the Contractors and shall cooperate fully with the Owner and Design Consultant in maintaining orderly progress toward completion of the work as scheduled. The CM's decisions regarding priority between the work of the contractors at the site shall be final. If the CM's critical path work is delayed by the Owner or Design Consultant, the CM shall submit any required time extension requests to the Owner in accordance with the Agreement.

B. The milestone dates referred to in the Agreement for delivery of Owner-furnished equipment and materials and interface activities of other Contractors on the site are based on dates set forth in separate contracts with the Owner.

C. Failure of Owner-furnished equipment and materials to arrive as scheduled, or failure of other construction contractors to meet their schedule, shall not be justification for an extension of time, except where such failure causes, in the opinion of the Owner and Design Consultant, a delay in the CM's critical path work, in which case the provisions of the Agreement regarding extensions of time and extra work shall apply.

D. The CM shall keep itself, and its contractors and subcontractors, advised at all times during the course of the Work regarding delivery status of Owner-furnished equipment and materials and of the progress of construction work being performed under separate contracts.

E. The Owner and Design Consultant will, upon written request by the CM, furnish delivery information which may be available to the Owner or Design Consultant.

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2.07 SCHEDULE OF OFF-SITE ACTIVITIES

A. The CM shall include in its Detailed Project Construction Schedule all procurement related activities which lead to the delivery of materials to the site in a timely manner. Upon written approval by the Owner, these activities may be submitted as a separate Off-Site Activities Schedule, properly correlated to the Detailed Construction Project Schedule. The schedule of off-site activities shall include, but is not limited to, the following:

1. Dates for submittals, ordering, manufacturing or fabricating, and delivery of equipment and materials. Long lead items requiring more than one month between ordering and delivery to site shall be clearly noted;
2. All significant activities to be performed by or for the CM during the fabrication and erection/installation in a plant or on a job site, including materials/equipment purchasing, delivery; and
3. Contractor's drawings and submittals to be prepared and submitted to the Design Consultant.

B. The CM shall be solely responsible for expediting the delivery of all material to be furnished by the CM so that the construction progress shall be maintained according to the approved Detailed Project Construction Schedule for the Work as approved by the Owner and Design Consultant.

C. The Owner and Design Consultant shall be advised in writing by the CM whenever it is anticipated by the CM that the delivery date of any material and/or equipment will be later than the delivery date shown on the schedule, subject to schedule updates.

D. Submittals, equipment orders and similar items are to be treated as schedule activities.

E. The CM, in developing its Off-Site and Procurement Schedules, will ensure that off-site activities do not control the critical path of on-site activities.

2.08 CONSTRUCTION MANAGER COVENANTS AND GUARANTEES

A. The CM covenants and guarantees that it will not:

1. Misrepresent to the Owner or Design Consultant its planning, scheduling, or execution of the Work;
2. Utilize schedules materially different from those made available by the CM to the Owner or Design Consultant or any Subcontractor or separate Contractors for the direction, execution and coordination of the Work, or which are not feasible or realistic.
3. Prepare schedules, updates, revisions or reports for the work which do not accurately reflect the actual intent or reasonable and actual expectations of the CM and its Contractors and Subcontractors as to:
    a. The sequences of activities,
    b. The duration of activities,
    c. The responsibility of activities,
    d. Resources availability,
    e. Labor availability or efficiency,
    f. Foreseeable weather conditions,
    g. The percentage complete of any activity,
    h. Completion of any item of work or activity,
    i. Project milestone completion,
    j. Delays, slippage's, or problems encountered or expected,

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BCS Schedule Agreement

Date: _____

Re: Town Creek Elementary Addition Construction Schedules and Reports

We the undersigned, acknowledge receipt and acceptance of the Project Schedule dated _____,2022, as presented in accordance with Construction Schedules and Reports required pursuant to the Agreement Between Owner and Construction Manager for this Project:

Construction Manager _____

_____
Authorized Signature

_____
(Printed Authorized Signature)

Design Consultant _____

_____
Authorized Signature

_____
(Printed Authorized Signature)

Brunswick County Board of Education

_____
Authorized Signature

_____
(Printed Authorized Signature)

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CONTRACTOR'S SALES TAX REPORT (Appendix C)
N.C. STATE & LOCAL SALES TAXES PAID

OWNER: _____ **PROJECT:** _____
CONTRACTOR: _____ **FOR PERIOD FROM:** _____
ADDRESS: _____ **TO:** _____

VENDOR TAX WAS PAID TO	MATERIAL PURCHASED	ADDRESS	INVOICE NUMBER	DATE	INVOICE AMOUNT	TAXABLE AMOUNT	N.C. TAX	COUNTY TAX	NAME OF COUNTY
				TOTAL					

I hereby certify that, during the period stated above, all North Carolina sales and use taxes have been paid for the materials, supplies, fixtures, and equipment purchased during that period which have become a part of, or annexed to, a building or structure erected, altered or repaired for the Owner. I further certify that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina sales and use taxes paid thereon, and the cost of property withdrawn from warehouse stock and North Carolina sales or use taxes paid thereon are as set forth above during the time period noted above.

Sworn to and subscribed before me,

This the ____ day of _____, 20____

Signed: _____

Print Name: _____

Seal

_____
Notary Public

Title: _____

My Commission Expires: _____

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Appendix D-1 **CMAR CHANGE ORDER #__**

Project:

Contract:

Contractor:

Description of change:

				SUBTOTALS
Materials	(Attach list with Qty, Item, Unit $, Unit mh, Total mh, OT mh, Total $)			
1	Total Direct Cost of Materials		**$0.00**	
2	Overhead & Profit on Item 1. (15% maximum, includes small tools & consumables)		**$0.00**	
3	Sales Tax		**$0.00**	
4	Shipping & Transportation		**$0.00**	**$0.00**
Labor				
5	Total Manhours:	**0** MH @ **$0.00** /hr.	**$0.00**	
6	Overhead & Profit on Item 5. (15% maximum on straight labor cost, not premium portion) (O & P includes supervisor's time)		**$0.00**	
7	Payroll Taxes & Insurance	**0.0%**	**$0.00**	**$0.00**
Equipment Rental	(Include quotes)			
8	Equipment Rental		**$0.00**	
9	Overhead & Profit on Item 8. (6% maximum)		**$0.00**	**$0.00**
Subcontractors	(Include quotes with material & equipment backup)			
10	Subcontractors - Cost of Work		**$0.00**	
11	CMAR Fee on Item 10. 4%		**$0**	**$0**
			Subtotal of Proposal	**$0**
12	Bonds (% of subtotal of proposal)	**0.0%**		**$0.00**
			TOTAL OF CHANGE PROPOSAL	**$0**

Time Extension Requests: 0 day(s) Schedule Activity # Affected: All

STARTING GMP	**$0**
CHANGES TO GMP PRIOR TO THIS CHANGE PROPOSAL	**$0**
THIS CHANGE PROPOSAL	**$0**
NEW GMP	**$0**

The Construction Manager agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with all terms and conditons of the CMAR Document CMAR-1, Standard Form of Agreement Between Owner and Construction Manager dated the __ Day of _____, 20__ if the work is authorized by the Owner.

OWNER:

COUNTY OF BRUNSWICK, NORTH CAROLINA

_____

Chair - BOARD OF COMMISSIONERS

Attest:

_____

CLERK TO BOARD OF COMMISSIONERS

[Corporate Seal]

CONSTRUCTION MANAGER:

_____

Attest:

_____

Corporate Secretary

[Corporate Seal]

PRE-AUDIT CERTIFICATION: THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

_____ _____

FINANCE OFFICER DATE

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Appendix D-2

CHANGE PROPOSAL FORM
Time and Material / Unit Price Estimate

Project: _____ **Proposal #:** _____
Contract: _____ **Project #:** _____
Contractor: _____ **Contractor #:** _____

Description of change:

	SUBTOTALS
Materials & Labor Estimated cost of labor & materials including shipping, overtime, payroll taxes and insurance, and overhead and profit. Maintain accurate records for billing purposes.	**$0.00**
Unit Price Work Estimated quantity of units required less allowance units not used, times the established unit cost. Maintain accurate records for billing purposes. Third party records may be required.	**$0.00**
Equipment Rental Estimated cost of equipment rental including shipping, taxes and overhead and profit. Maintain accurate records for billing purposes.	**$0.00**
Subcontractors Estimated cost of subcontracts including all subcontractor expenses. Maintain accurate records for billing purposes.	**$0.00**
Subtotal of Proposal	**$0.00**
Bonds (% of subtotal of proposal) **0.0%**	**$0.00**
*** TOTAL NOT TO EXCEED CHANGE PROPOSAL ESTIMATE**	**$0.00**

Time Extension Requests: ___day(s) Schedule Activity # Affected: _____

The Contractor agrees to perform the work outlined in this change proposal for an amount that shall not exceed the amount stated above and in accordance with the Contract documents if the work is authorized by the Owner. If the price to perform the work is expected to exceed the above stated amount, a new change proposal form for the additional work is required.

* Actual amount paid will be based on actual documented expenses.

Contractor's Signature: _____ **Date:** _____

Approval Recommended by Design Consultant: _____ **Date:** _____

Owner's Representative Approval: _____ **Date:** _____

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Appendix E

Division of Project Cost Elements

I. CONSTRUCTION MANAGEMENT SERVICES						
DESCRIPTION	PRECON **FEE**	BASIC FEE	GEN. CONDS	AfE COST	OWNER COST	COST OF **WORK**
General Superintdendent			X			
Project Superintendent(s)			X			
Assistant Superintendent{s)			X			
Field Engineer			X			
Corporate Executives			X			
Principal in Charge			x			
Proiect Executive			x			
Leaal (Basic Services)			x			
Project Manaoer			x			
Project Enaineer			X			
Accountina			x			
Schedulinq			x			
Life-Cvcle	X					
Enerav Manaaement	X					
Production Enaineerina	X					
Purchasing	X					
Value Enaineering	X					
Svstems Development	X					
Estimatina	X					
Cost Enaineers	X					
Project Coordinator			N/A			
Prolect Expediter			N/A			
Draftina Detailer			NIA			
Drawinq Checker			NIA			
Safety Officer			X			
E.E.O.Officer			NA			
Proiecl Admjnaslrator			X			
Quality Control/Manaqer		X				
Clerk-Typist			NIA			
Mechanical Coordinator	X					
Electrical Coordinator	X					
Project Enqineer			X			
Scheduling Enqineer			NIA			
Time Keeper/Checker			N/A			
Safelv Engineer			X			X
Suoerintendents Transoortatlon			X			
Off-Site Staff Travel Costs			X			
Off-Site Staff Transoortation			X			
On-Site Proiect Manaaer Trans.			N/A			
Enaineers Transoortalion			NIA			
Project Staff Movina Exoense			N/A			
Project Staff Subsistence Costs			NIA			
Project Budaet Estlmatinq	X	X				
Project Phasing	X	X				

NOTE: ALL PERSONNEL COSTS SHALL INCLUDE SALARIES AND FRINGE BENEFITS.

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II. SAFETY, SECURITY AND SERVICES					
DESCRIPTION	**BASIC FEE**	**GEN. CONDS**	**A/E COST**	**OWNER COST**	**COST OF WORK**
Safety Equipment		X			
First Aid Supplies		X			
Handrails & Toe Boards					X
Opening Protection					X
Fire Extinguishers/Fire Watch		X			
Security Guard/Watchman Svcs.					X
Weekly Cleanup					X
Final Cleanup					X
Temporary Fencing					X
Covered Walkways					X
Barricades					X
Safety Nets					X
Ambulance Costs		N/A			
Debris Hauling/Removal					X
Public Traffic Control					X
2-Way Radio Equipment		X			
Trash Chute & Hoppers					X
Snow & Ice Removal					X

NOTE: ALL PERSONNEL COSTS SHALL INCLUDE SALARIES AND FRINGE BENEFITS.

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III. FACILITIES, EQUIPMENT AND SERVICES					
DESCRIPTION	BASIC FEE	GEN. CONDS	A/E COST	OWNER COST	COST OF WORK
CM Office Trailer Rental		X			
Owner Office Trailer Rental		N/A			
Tool/Utility Trailer Rental		X			
Water/Ice		X			
Temp. Lighting/Wiring					X
Power Expenses					Allowance
Temp. Water Services					Allowance
Temp. Heat Expenses					Allowance
Temp. Toilets/Sewer Services					Allowance
Change/Shower Rooms		N/A			
Lunch Rooms		N/A			
Temporary Stairs					X
Temp. Enclosures/Partitions					X
Project Signs/Bulletin Boards		X			
Telephone Expenses		X			
Temporary Roads					X
Trucks					X
Air Compressors					X
Dewatering Equipment					X
Generators					X
Miscellaneous Equipment					X
Fuel Repairs/Maintenance		X			

NOTE: ALL PERSONNEL COSTS SHALL INCLUDE SALARIES AND FRINGE BENEFITS.
* Site office telephone expenses only, home office is part of fee.

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IV. VERTICAL HOISTING					
DESCRIPTION	BASIC FEE	GEN. CONDS	A/E COST	OWNER COST	COST OF WORK
Hoist & Tower Rental					X
Small Material Hoist Rental					X
Hoist Landings & Fronts					X
Hoist Operators					X
Hoist Safety Inspections					X
Hoist Material Skips					X
Hoist Material Hoppers					X
Erect & Dismantle Hoists					X
Fuel/Repairs/Maintenance					X
Hoist Communication					X
Crane Rental					X
Crane Operators					X
Crane Safety Inspections					X
Erect & Dismantle Crane					X
Fuel/Repairs/Maintenance					X
Crane Raising/Jumping Costs					X
Temporary Elevator Rental					X
Elevator Operation Cost					X
Elevator Repairs & Maintenance					X
Cage Rider @ Elevator					X
Safety Inspections					X
Forklift Rental					X
Forklift Operators					X
Forklift Safety Inspections					X
Fuel/Repairs/Maintenance					X
Elevator Service Costs					X

NOTE: ALL PERSONNEL COSTS SHALL INCLUDE SALARIES AND FRINGE BENEFITS.

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V. REPRODUCTION AND PRINTING					
DESCRIPTION	PRECON FEE	BASIC FEE	GEN. CONDS	A/E COST	OWNER COST
Design Phase					
Cost Study Documents				X	
Systems Study Documents				X	
Bid Package Documents				X	
Bidding Instructions				X	
Construction Documents				X	
Postage & Express Costs				X	
As-Built Documents (drafting)				X	
As-Built Documents (printing)				X	
Construction Phase					
Accounting Forms		X			
Field Reporting Forms		X			
Contract Agreements		X			
Schedule Report Forms		X			
Estimating Forms		X			
Cost Reporting Forms		X			
Presentation Charts & Graphics		X			
Value Analysis Studies	N/A				
Data Processing (In-House)		X			
Reference Materials		X			
Duplication Expense (misc.)			X		
Shop Drawing Printing			X		
Maintenance Manuals			X		
Operation Manuals			X		
Special Forms		X			
Postage & Delivery Expense			X		

NOTE: ALL PERSONNEL COSTS SHALL INCLUDE SALARIES AND FRINGE BENEFITS.

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VI. PERMITS AND SPECIAL FEES					
DESCRIPTION	BASIC FEE	GEN. CONDS	A/E COST	OWNER COST	COST OF WORK
Storage Yard Rental		X			
Parking Lot Rentals		NA			
Parking Fees		NA			
Curb & Gutter Permits				X	
Sign Permits				X	
Staking & Layout Fees/Costs					X
Sidewalk Permits				X	
Landscape Permits				X	
Street/Curb Design Charge				X	
Building Permits				X	
Plan Check Fees				X	
Water Connection Fee*				X	
Sanitary Connection Fee*				X	
Storm Connection Fee*				X	
Gas Service Charge*				X	
Power Service Charge*				X	
Steam Service Charge*				X	
Chiller Water Service Charge*				X	
Special Tap Fees				X	
Contractors Licenses					X
Royalties					X
Zoning Fees/Consultants				X	
Use Fees				X	
Construction Equipment Licenses					X
Construction Equipment Permits					X
A.G.C. Fees	X				

NOTE: ALL PERSONNEL COSTS SHALL INCLUDE SALARIES AND FRINGE BENEFITS.
* Represents final connection costs, not temporary

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VII. INSURANCE AND BONDS					
DESCRIPTION	BASIC FEE	GEN. CONDS	A/E COST	OWNER COST	COST OF WORK
Builders Risk Insurance					X
Errors & Omissions			X		
General Liability					X
Completed Operations Liability		X			
Excess Liability Coverage		X			
Workman's Compensation*		X			
FICA Insurance*		X			
Federal Unemployment*		X			
State Unemployment*		X			
Payment Bond					X
Performance Bond					X
Off-Site Insurance	X				
Off-Site Staff Taxes	X				

NOTE: ALL PERSONNEL COSTS SHALL INCLUDE SALARIES AND FRINGE BENEFITS.
* On-site staff only

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VIII. OTHER COSTS					
DESCRIPTION	BASIC FEE	GEN. CONDS	A/E COST	OWNER COST	COST OF WORK
Project Taxes					X
Construction Equipment					X
Construction Labor Costs					X
Construction Materials					X
Cost of Design & Engineering				X	
Subcontractor Layout and Staking					X
A/E Cost for Bid Packages			X		
Preliminary Soils Investigations				X	
Title/Development Cost				X	
Land Costs				X	
Financing/Interest Cost				X	
Interim Financing Costs				X	
Owner Change Contingency				X	
Building Operation After Move-in				X	
Building Maintenance After Move-in				X	
Moving Coordination				X	
Moving Costs				X	
Corrective Work Extra					X
Costs of Emergency Work					X
Leadf Abatement					X
CM General Overhead Cost	X				
CM Profit/Margin	X				
Costs Over GMP	X				

NOTE: ALL PERSONNEL COSTS SHALL INCLUDE SALARIES AND FRINGE BENEFITS.

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APPENDIX F
PERFORMANCE BOND

IT IS HEREBY AGREED that (Insert full name and address of Contractor)

as Principal, hereinafter called Contractor, and, (Insert full name and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the

as Obligee, hereinafter called Owner, in the amount of _____
_____ Dollars ($), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these obligations.

WHEREAS, Contractor has by written agreement dated _____, 20___, entered into a contract with Owner for the construction of (Insert the name of the Project)

in accordance with Drawings and Specifications prepared by (Insert full name and address of Architect/Engineer)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default, under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the

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Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of any applicable statute of limitations under the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this _____ day of _____ 20_____.

PRINCIPAL

[Affix corporate seal]

_____

(Name)_____

(Title)_____

_____

(Witness)

SURETY

[Affix corporate seal]

_____

(Name)_____

(Title)_____

_____

(Witness)

R1726188

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LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

IT IS HEREBY AGREED that (Insert full name and address of Contractor)

as Principal, hereinafter called "Principal," and, (Insert full name and address of Surety)

as Surety, hereinafter called "Surety," are held and firmly bound unto the

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of _____ Dollars ($),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these obligations.

WHEREAS, Principal has by written agreement dated _____, 20_____,
entered into a contract with Owner for the construction of (Insert the name of the Project)

in accordance with Drawings and Specifications prepared by (Insert full name and address of Architect/Engineer)

which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days, after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is

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made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____ 20 _____.

PRINCIPAL

[Affix corporate seal]

_____

(Name)_____

(Title)_____

_____

(Witness)

SURETY

[Affix corporate seal]

_____

(Name)_____

(Title)_____

_____

(Witness)

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Appendix G

Sexual Offender Registry Check Certification Form

Check the appropriate box to indicate the type of check:

☒ Initial
□ Supplemental
□ Annual

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

Contractual Personnel Names	**Job Title**
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

(attach additional page(s) if needed)

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

_____ (print name) _____ (signature)
_____ (title) _____ (date)

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APPENDIX H

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* TYPE OF MBE	AMOUNT PAID THIS MONTH (With This Pay App)	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

*Minority categories: Black (B), Hispanic (H), Asian American (AA), American Indian (AI), White Female (WF), Socially and Economically Disadvantaged (SED)

Approved/Certified By:

_____ _____

Name Title

_____ _____

Date Signature

SUBMIT WITH EACH PAY REQUEST - FINAL PAYMENT - FINAL REPORT

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APPENDIX I

AGREEMENT FOR

DESIGN CONSULTANT SERVICES

BETWEEN

BRUNSWICK COUNTY BY AND THROUGH ITS AUTHORIZED AGENT, BRUNSWICK COUNTY BOARD OF EDUCATION

hereinafter referred to as the Owner

AND

Becker Morgan Group, Inc

hereinafter referred to as the Design Consultant

PROJECT: **Town Creek Elementary 8-Classroom Addition**

DATE: **November 7, 202**2

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AGREEMENT FOR DESIGN CONSULTANT SERVICES

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AGREEMENT FOR

DESIGN CONSULTANT SERVICES

This Agreement is made this 7th day of November**,** 20 22 by and between the Owner **Brunswick County by and through its authorized agent, Brunswick County Board of Education**, and the Design Consultant, Becker Morgan Group, for Professional Services in connection with the Project known as:

Town Creek Elementary 8-Classroom Addition

The Owner and the Design Consultant agree as set forth below:

ARTICLE 1

DEFINITIONS

The following words and phrases where appearing in initial capitalization, shall for the purposes of this Agreement have the following meanings:

1.1 Project. The objective is to design and construct a new 8 classroom addition and corridor.

1.1.1 The square footage for the facility would be approximately 11,300 square feet.

1.1.2 Project Parameters

1.1.2.1 The physical parameters are: the new TCES Addition and Corridor will be constructed on the site owned by **Brunswick County by and through its authorized agent, Brunswick County Board of Education** located at 6330 Lake Park Dr., SE., Winnabow NC 28479, including driveways, parking lots, play areas, and service drives to support the new facility.

1.1.2.2 Overview of Design Consultant's Scope: The Design Consultant's fee includes the complete design of a new 8_classroom addition including all architectural, sitework, extensions of utilities, civil, structural, mechanical, plumbing, electrical, landscape, fire suppression, food service, technology infrastructure (including all required cabling, but excluding servers, smartboards, laptops, phones, cameras, flat panel TVs, and other such devices), and any other work required for a complete set of design documents. The Design Consultant’s fee shall also include structured cabling and raceways for phone system, paging system, data systems, intrusion detection system, video surveillance system, audio systems and video distribution systems, and expansion of the head-ends as required.

1.2 Design Consultant. Design Consultant as used herein shall mean the architect or engineer identified above.

1.3 Sub-Consultant. Sub-Consultant as used herein shall mean any consultant or sub-consultant retained by or on the behalf of the Design Consultant for the performance of any Services pursuant to this Agreement. The Design Consultant’s use of a Sub-Consultant shall not relieve the Design Consultant of any responsibility for providing the Services outlined in this Agreement.

1.4 Services. The Services to be performed by the Design Consultant under this Agreement shall consist of the Basic Services described in Article 3, any Additional Services under Article 7, and any other obligations of the Design Consultant included in this Agreement.

1.1 Construction Contract. The Construction Contract shall consist of the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Owner-Construction Manager Agreement, and all General Conditions, Amended Conditions, and Supplemental Conditions thereto, all of which shall be compatible and consistent with this

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Agreement. In the event of any conflict between the terms of this Agreement and the Owner-Construction Manager Agreement, the terms of this Agreement shall control.

1.2 Construction Contract Award Price. The amount established in the Design, Construction and Equipment Budget, attached as Exhibit A, for the total cost of the work to be performed by the Construction Manager pursuant to the Construction Contract shall be referred to as the Construction Contract Award Price or CCAP. The CCAP shall include the cost of the work, CM fee, CM contingency, CM's general conditions, and bonds/insurance. The cost of the work shall be defined as the construction bids received by the CM for all portions of the work.

1.3 Construction Manager. The Owner intends to hire a Construction Manager at Risk ("CM") for the Project pursuant to N.C. Gen. Stat. Sec. 143-128.1. The term "Construction Manager" or "CM" means the Construction Manager or its authorized representative. The Construction Manager's services shall be as stated in this Agreement and generally in the form Owner-Construction Manager Agreement attached to this Agreement as Exhibit G and incorporated by reference. If and when the Owner selects a Construction Manager, the Design Consultant shall have the opportunity to consult with the Owner on the final Agreement prior to execution.

1.4 Program of Requirements. The Program of Requirements or "Program" is the detailed written summary of the requirements of the facility which sets forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, quality levels, flexibility and expandability, special equipment and systems and site requirements, as described in Exhibit B.

1.5 Management Plan. The Management Plan is the description and definition of the phasing, sequencing and timing of the major project activities for design, construction procurement, construction and occupancy as described in Exhibit C. The Management Plan shall be incorporated into the CM's schedule for the Project.

1.6 Design Phase Change Order. A Design Phase Change Order is the form of documentation from the Owner approving and authorizing a modification to Exhibits A, B and/or C attached hereto, or previously approved Design Phase documents.

ARTICLE 2

RELATIONSHIP OF THE PARTIES

2.1 Design Consultant Services. The Design Consultant shall provide professional architectural/engineering services for the Project in accordance with the terms and conditions of this Agreement. The Design Consultant's performance of the Services shall be as professional consultant to the Owner and as a cooperating partner with the Construction Manager to carry out the activities of Project design and construction administration and to provide the technical documents and supervision to achieve the Owner's Project objectives. The Design Consultant may employ Sub-Consultants to provide discreet portions of the Services pursuant to this Agreement. The Design Consultant shall ensure that all services provided by a Sub-Consultant are provided in accordance with the terms and conditions of this Agreement. The Design Consultant shall coordinate the services of any Owner provided professional consultants and any vendors for furniture and equipment to design spaces.

2.1.1 The consultants retained at the Design Consultant's expense include the following:

Structural:	Woods Engineering
Plumbing:	CBHF Engineers, PLLC
Mechanical:	CBHF Engineers, PLLC
Electrical:	CBHF Engineers, PLLC
Civil/Landscape:	McGill Associates

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2.1.2 The Design Consultant shall require each of its consultants to execute an agreement similar to the agreement attached as Exhibit D certifying that the consultant has read and is thoroughly familiar with the terms of this Agreement and that the pertinent provisions of this Agreement shall govern the work performed by the consultant.

2.2 Owner Representation. The Owner shall employ and assign a Project Manager from the Brunswick County Board of Education to serve as the Owner's Representative on the Project ("Owner's Representative"). The Owner's Representative has no design responsibilities of any nature. None of the activities of the Owner's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Design Consultant or Sub-Consultant in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. Instructions by the Owner to the Design Consultant relating to the Services will be issued or made by or through and in accordance with procedural, organizational, and documentation standards established by the Owner's Representative. Communications and submittals of the Design Consultant to the Owner and Construction Manager shall be in writing and issued or made in accord with similar procedural and documentation standards established by the Owner's Representative. The Owner's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Design Consultant and Construction Manager and to call periodic conferences to be attended by the Design Consultant, its Sub-Consultants, the CM and the CM's contractors, throughout the term of this Agreement.

2.2 Other Consultants. The Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other consultants under separate contract with the Owner, including but not limited to: Land Surveying Consultant, Geotechnical Consultant, and/or Materials Testing Consultant.

2.3 Design Consultant Representation.

2.3.1 The Design Consultant shall provide a list to the Owner and the Construction Manager of all Sub-Consultants which the Design Consultant intends to utilize relating to the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the Sub-Consultants as may be requested by the Owner or Construction Manager. The Owner will review the Sub-Consultants proposed. The Design Consultant shall not retain a Sub-Consultant to which the Owner has a reasonable objection. The Design Consultant shall be and use only individuals or firms that are properly licensed in North Carolina and regularly engaged in the fields of expertise required for this Project. In addition, the Design Consultant shall use an individual or firm with specific expertise in roofing certified by licensure as a Registered Roofing Consultant for the design of roofing system.

2.3.2 The Design Consultant shall provide to the Owner and the Construction Manager a list of the proposed key project personnel of the Design Consultant by position, including Sub-Consultants, to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the Owner or Construction Manager, through the Owner's Representative. Such key personnel and consultants shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner unless said personnel cease to be employed.

2.3.3 The Design Consultant shall include normal structural, plumbing, mechanical, electrical and other engineering services necessary to produce a reasonably complete and accurate set of Construction Documents. All consultants who will perform services required by this Agreement shall execute an agreement with the Design Consultant with terms not inconsistent with this Agreement.

2.3.4 The Design Consultant shall require each of its consultants to execute an agreement similar to the agreement attached as Exhibit D certifying that the consultant has read and is thoroughly

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familiar with the terms of this Agreement and that the pertinent provisions of this Agreement shall govern the work performed by the consultant.

2.3.5 The Design Consultant represents and warrants that at the time of execution of this Agreement he has and will retain all licenses and certifications required of him to perform the services and other work identified in this Agreement and associated contract documents. The Design Consultant further represents and warrants that it is lawfully licensed to practice architecture in the jurisdiction where the project is located. The Design Consultant shall keep this licensure in good standing without lapse throughout the term of this Agreement. The Design Consultant shall provide proof of this licensure to the Owner and/or Contractor upon request.

2.4 Division of Responsibilities/Services. The Design Consultant understands and agrees that should the Owner's Representative, Construction Manager, or consultant retained by the Owner provide the Design Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner or any other representative of the Owner shall in no way relieve the Design Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.

2.5 Design Consultant's Relationship with the Construction Manager. The Design Consultant acknowledges that the Owner shall employ a Construction Manager for the Project. The Construction Manager shall perform all the Construction Manager's Services outlined in the agreement between the Construction Manager and the Owner attached as Exhibit G (Owner-Construction Manager Agreement). The Construction Manager's Basic Services shall include the pre-design phase, design phase, procurement phase, construction phase and post-construction phase services. During the performance of the Services the Design Consultant shall cooperate and work in good faith with the Construction Manager as a cooperating partner with the Construction Manager (so long as such cooperation serves the Owner's best interests and the Owner's Project objectives) on all relevant issues including those associated with constructability, construction cost, sequence of construction, construction duration, time for construction, separation of the Project contracts for various categories of work and any other services reasonably necessary to assist the Construction Manager with the pre-construction services of the Project within the CCAP. If and when the Owner executes a CM-at-Risk Agreement, the tenets of cooperation as outlined in this paragraph shall carry forward.

ARTICLE 3

BASIC SERVICES

3.1 Scope of Services. The Basic Services, as defined in this Article, to be provided by the Design Consultant shall be performed in the phases described hereinafter and shall include architectural, landscape architectural, civil engineering, structural engineering, mechanical engineering, electrical engineering, roofing engineering, and all other services customarily furnished by an architect/engineer on similar projects in accordance with generally accepted architectural and engineering practices consistent with the terms of this Agreement. The Design Consultant shall utilize an individual or firm with specific expertise in acoustics for any middle or high school auditorium or music room. The Basic Services to be performed by the Design Consultant consist of professional tasks which have as their objective design, production of technical documents and construction administration to provide the Owner with a complete and properly functioning facility. The Basic Services shall be performed in accordance with the standard of care set forth in this Agreement. The facility shall be suitable for the Owner's purposes, be structurally sound, satisfy the Owner's requirements, comply with all applicable codes and laws, and be completed on a timely basis and within the approved CCAP. To provide the optimal constructed value, the Design Consultant shall analyze alternative materials and building systems at the appropriate phases throughout the Basic Services phases.

3.1.1 This Agreement describes the Design Consultant's Basic Services in seven (7) phases. Each of these phases (Design Narrative, Schematic Design, Design Development, Construction

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Contract, Permitting and Bid/ Negotiation, Construction, and Post Construction) may be divided to facilitate bidding of separate trade contracts or phased construction activities. The Owner and/or the Construction Manager shall have the right to determine early, late and other separate contract awards and may modify the Management Plan to change the number and times of issue of various contract document packages at no additional compensation to the Design Consultant so long as there are no more than two (2) bid packages for the various portions of the Project (which packages do not include individual material purchase orders, bid package alternates and rework by the Design Consultant of documents already completed, which shall be provided at no additional cost).

3.1.1.1 The Services described below are under the Project phases in which they customarily occur. This order is for convenience only and does not necessarily reflect the sequence in which a service will actually be performed, or necessarily limit the Project, or a designated portion of the Project, to one of each phase. The Owner, through its Representative and/or the Construction Manager, reserves the right to designate the phasing of segregated portions of the Services and to modify the Management Plan, within the terms and conditions of this Agreement.

3.1.2 Design Narrative Phase.

3.1.2.1 The Design Consultant shall examine and analyze available information provided by the Owner and Construction Manager and shall advise and recommend as to additional information necessary to begin specific design work on the Project.

3.1.2.2 Upon analysis of all available information and prior to initiating any design tasks, the Design Consultant shall participate in a pre-design Project analysis on the dates specified in the Management Plan contained in Exhibit C or as may subsequently be approved. The Design Consultant shall have in attendance the individuals who will represent the primary architectural and engineering disciplines on the Project and others as may be requested by the Owner's Representative or Construction Manager. The Design Consultant shall take and transcribe minutes of the sessions.

3.1.2.3 Upon conclusion of the pre-design Project analysis and in accordance with the Management Plan, the Design Consultant shall prepare a report to the Owner and Construction Manager (hereinafter referred to as the Design Narrative) which is the Design Consultant's interpretation of the Project requirements, design parameters and objectives, and results of the pre-design Project analysis. To the maximum extent possible, the Design Narrative will contain diagrammatic studies and pertinent text relative to: design concept; Program of Requirements; analysis of alternatives; internal functions; human, vehicle and material flow patterns; general space allocations; detailed review of operating functions; studies of adjacency, vertical and horizontal affinities; and outline descriptions of major building components and systems.

3.1.2.4 Upon written authorization from the Owner to proceed, and based on the approved Design Narrative, the CCAP, Program of Requirements, and the Management Plan (Exhibit C), the Design Consultant shall prepare Schematic Design studies consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components for approval by the Owner.

3.1.2.5 The Owner and the Design Consultant recognize the volatility of the current construction marketplace and agree that in the event that during the Design Narrative phase, the statement of probable construction cost predicts a CCAP beyond the target budget, that the parties will work together in good faith to address the scope and budget of the Project. Any proposed resolution shall be subject to the approval of the governing boards of Brunswick County and the Board of Education.

3.1.3 Schematic Design Phase.

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3.1.3.1 The Design Consultant shall periodically provide the Owner's Representative and the Construction Manager with copies of Schematic Design studies for their review during the Schematic Design Phase. The Design Consultant shall review any recommendations from the Construction Manager, including any recommendations regarding the constructability, construction cost, sequence of construction, construction duration, possible means and methods of construction, time for construction and separation of the Project contracts for various categories of construction, to confirm that they are architecturally sound and do not adversely impact the scope, functionality or requirements of the Project. The Design Consultant's review of these recommendations shall not relieve or in any way diminish the Construction Manager's responsibilities pursuant to the Owner-Construction Manager Agreement. At the end of the Schematic Design Phase, the Design Consultant shall provide the Owner's Representative with up to two (2) full size complete sets of the drawings and other documents for approval by the Owner. The Design Consultant also shall provide the Construction Manager with two (2) full size complete sets of the drawings and other documents identical to those provided to the Owner.

3.1.3.2 The Design Consultant, and the relevant Sub-Consultants, shall participate as requested in meetings with Owner's staff and/or the Construction Manager to review the project, receive the Owner's and the Construction Manager's input and provide responses to input.

3.1.3.3 The Design Consultant shall prepare the necessary documents and make presentations as scheduled to the Board of Education and/or its committees as determined by the Facility Planning & Construction Department. Documents required for presentation shall include mounted and colored site plans, floor plans and elevations.

3.1.3.4 Documents prepared by the Design Consultant for final Schematic Design Phase submittal shall include drawings and a written report. The drawings shall include, but not be limited to, a proposed site utilization study of the property of the Project, schematic plans of all floor plan conditions, and simplified elevations indicating the fundamentals of the architectural concept. The report shall include the status of the work in accordance with Exhibit C – Management Plan, a summary of programmed versus actual square footage by room or area and net to gross comparisons in a format defined by the Owner; such discussion of design factors, if any, as are pertinent in the opinion of the Design Consultant; and descriptions of proposed engineered systems, proposed construction methods, proposed materials and proposed work to be included in the construction contracts. Further, the report should include any minutes from meetings or telephone conferences with, or letters from review agencies with responses, and responses to all review comments from the Owner and the Construction Manager from previous reviews. The Design Consultant shall submit its estimate and breakdown of the anticipated construction cost no later than two (2) business days in advance of the scheduled Schematic Design review meeting. The Design Consultant shall prepare such estimates to assure that the Project cost is within the CCAP or include specific alternates to the design that do not impact the scope of the Project to bring the Project estimate into alignment with the CCAP.

3.1.3.5 A statement from the Design Consultant with the final Schematic Design Phase submittal shall be included that acknowledges that Design Consultant has reviewed all of the applicable Design Guidelines and Educational Specifications and confirms that they have been incorporated in the documents unless specifically noted in writing.

3.1.3.6 The Design Consultant shall submit a written statement indicating that local governing authorities are aware of the Project, and the necessary requirements of such agency will be met.

3.1.3.7 To be considered acceptable for final Schematic Design Phase submittal, the documents shall contain all of the following unless otherwise agreed in writing:

3.1.3.7.1 <u>Architectural</u>

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(i) Plans (at 1/8" scale) showing complete building layout, and identifying areas, room by room, showing square footage with comparisons to program standards, and core areas and their relationships.

(ii) Preliminary building section and elevations indicating location and size of fenestration.

(iii) Preliminary furniture layouts of critical spaces (i.e. dining area, media center).

(iv) Site plan(s) with building located and an overall grading plan with a minimum of 1'-0" contour lines. All major site development such as orientation, access road paving, walls, and outside support buildings, structured parking facilities, programmed play areas, and paved parking lots, along with preliminary stormwater management and erosion control features should be shown.

(v) Gross and net area calculations separated to show conformance with the Program of Requirements.

(vi) Preliminary Building Code Summary.

3.1.3.7.2 Structural

(i) Narrative of structural system (precast, structural steel with composite deck, structural steel with bar joists, etc.).

(ii) Identification of foundation requirements (fill requirements, piles, caissons, spread, footings, etc.).

3.1.3.7.3 Mechanical

(i) Block heating, ventilating and cooling loads calculations including skin versus internal loading.

(ii) Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.

(iii) Location of all major equipment in allocated spaces.

(iv) Location of all service entrances.

3.1.3.7.4 Electrical

(i) Lighting fixtures outlined in the plan and roughly scheduled showing types of fixtures to be used.

(ii) Major electrical equipment roughly scheduled indicating size and capacity.

(iii) Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, transformers and emergency generator, if required.

(iv) Description of specialized electrical systems (fire alarm, intercom, voice/data, MATV).

(v) Legend showing all symbols used on drawings.

(vi) Projected energy use.

3.1.3.8 Documents not complying with Subparagraph 3.1.3.7 shall be returned to the Design Consultant for correction at no additional charge to the Owner and with no change to the overall Project design schedule.

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3.1.3.9 Upon Owner acceptance and approval of the Schematic Design, the structural bay sizes, floor elevations and exterior wall locations (building "footprint") may not be changed except by a design phase change order. Interior wall locations shall not be changed unless approved in writing by the Owner.

3.1.4 Design Development Phase.

3.1.4.1 The Design Consultant shall prepare from the approved Schematic Design Studies, for further approval by the Owner, the Design Development documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

3.1.4.2 Design Development documents prepared by the Design Consultant shall include drawings and a written report in more detail than the Schematic Design documents and shall take into account the Owner's and the Construction Manager's comments on the previous submittal. The report shall include the status of the Services in accordance with the Management Plan, a summary of programmed versus actual square footage by room or area in a format defined by the Owner, such discussion of design factors, if any, as are pertinent in the opinion of the Design Consultant; and outline descriptions of proposed engineered systems, proposed construction methods, proposed materials and proposed work to be included in the construction contracts. Drawings shall include dimensioned site development plan, floor plans, elevations, and typical sections indicating proposed construction. Drawings shall also include information on major finishes as well as diagrammatic drawings illustrating fundamentals of major engineered systems, i.e., structural, mechanical and electrical. The Design Consultant, in conjunction with the Construction Manager, shall submit its estimate and breakdown of the anticipated construction cost no later than two (2) business days in advance of the scheduled Design Development review meeting. The Design Consultant, in conjunction with the Construction Manager, shall prepare such estimates in the form prescribed by the Owner to assure itself that the project cost is within the CCAP.

3.1.4.3 A statement from the Design Consultant with the final Design Development Phase submittal shall be included that acknowledges that Design Consultant has reviewed all of the applicable Design Guidelines and Educational Specifications and confirms that they have been incorporated in the documents unless specifically noted in writing. The Design Consultant shall not incorporate asbestos-containing materials in the Project.

3.1.4.4 The Design Consultant shall submit the final Design Development package, meeting minutes, etc. to show how review comments made in Schematic Design have been addressed. It should be clear from the notes where the specific item was incorporated into the Design Development submittal or an explanation if it was not incorporated.

3.1.4.5 The Design Consultant shall provide the Owner's Representative and the Construction Manager periodically with copies of in-progress Design Development documents during the Design Development Phase. The Design Consultant shall review any recommendations from the Construction Manager, including any recommendations regarding the constructability, construction cost, sequence of construction, construction duration, possible means and methods of construction, time for construction and separation of the Project contracts for various categories of construction, to confirm that they are architecturally sound and do not adversely impact the scope, functionality or requirements of the Project. The Design Consultant's review of these recommendations shall not relieve or in any way diminish the Construction Manager's responsibilities pursuant to the Owner-Construction Manager Agreement. At the end of the Design Development Phase the Design Consultant shall provide the Owner's Representative with up to two (2) full size complete sets of the drawings and design phase report for approval by the Owner at no charge to Owner. The report shall incorporate the status of the work in accordance with Exhibit C – Management Plan and a summary of programmed versus actual square footage in a format defined by the Owner by room or area. The Design Consultant also

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shall provide the Construction Manager with two (2) full size complete sets of the drawings and other documents identical to those provided to the Owner. The Design Consultant shall work cooperatively with the Construction Manager at Risk on the preparation of their respective Project estimates at the conclusion of the design development phase. The documents for this final Design Development Phase submittal shall contain all of the following unless otherwise agreed in writing:

3.1.4.5.1 Architectural

(i) Project phasing plan.

(ii) Building Code Summary Sheet.

(iii) Life safety plans showing all fire walls and egress calculations.

(iv) Site plan(s) with building located and an overall grading plan with a minimum of 1’-0” contour lines. All major site development such as orientation, access road paving, walls and outside support buildings, structured parking facilities, programmed play areas, and paved parking lots, along with preliminary stormwater management and erosion control features should be shown.

(v) Floor plans (at 1/8" scale) with final room locations including all openings.

(vi) Roof plan (at 1/8” scale) indicating structural slope, drainage areas and drain locations.

(vii) Wall sections showing final dimensional relationships, materials and component relationships.

(viii) Identification of all fixed and loose equipment, furniture, and furnishings.

(ix) Room inventory data sheets showing locations of furniture and equipment for each room. Owner will provide lists of furniture and equipment and format to Design Consultant. Hard copies and digital formats (if desired) will be provided to the Design Consultant.

(x) Finish schedule identifying all finishes.

(xi) Preliminary door and window and hardware schedule showing final quantity plus type and quality levels.

(xii) Virtually complete site plan including grading and drainage.

(xiii) Preliminary development of details, including millwork details and large scale blow-ups.

(xiv) Legend showing all symbols used on drawings.

(xv) Outline specifications of materials to be specified in the Construction Contract Phase.

(xvi) Reflective ceiling development including ceiling grid and all devices that penetrate the ceiling (i.e., light fixtures, sprinkler heads, ceiling register or diffusers, etc.).

3.1.4.5.2 Structural

(i) Plan drawings with all structural members located and sized.

(ii) Final building elevations.

(iii) Outline of materials to be specified in the CD phase.

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(iv) Foundation drawings.

3.1.4.5.3 Plumbing

(i) Piping, fixtures and equipment substantially located and sized.

(ii) Outline specifications of materials to be specified in the Construction Contract Phase.

3.1.4.5.4 Mechanical

(i) Heating and cooling load calculations for each space and major duct or pipe runs sized to interface structural.

(ii) Major mechanical equipment scheduled indicating size and capacity.

(iii) Ductwork and piping substantially located and sized.

(iv) Above ceiling and/or mechanical room layouts to verify all, structural, mechanical, plumbing, electrical and fire protection systems fit in available spaces.

(v) Location of devices in ceiling.

(vi) Legend showing all symbols used on drawings.

(vii) Outline specifications of materials to be specified in the Construction Contract Phase.

(viii) Completed life cycle cost analysis in a format acceptable to the Owner and Design Consultant.

3.1.4.5.5 Electrical

(i) All power consuming equipment and load characteristics.

(ii) Total electric load.

(iii) Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.

(iv) Preliminary site lighting design coordinated with the power company.

(v) Outline specifications of materials to be specified in the Construction Contract Phase.

(vi) Lighting, power, telecommunications and office automation devices and receptacles shown in plan.

(vii) Preliminary light fixture schedule.

(viii) One line diagram of specialized electrical systems (fire alarm, intercom, voice/data, MATV) showing location of control equipment/panels and devices.

(ix) Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas, etc.

3.1.4.5.6 Fire Protection

(i) Provide flow test information.

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(ii) Provide narrative of proposed fire protection system.

3.1.4.6 Upon Owner acceptance and approval of the Design Development Phase, the structural bay sizes, floor elevations and exterior wall locations (building "footprint") may not be changed except by a Design Phase Change Order. Interior wall locations shall not be changed unless approved in writing by the Owner.

3.1.4.7 Documents not complying with Subparagraph 3.1.4.5 shall be returned to the Design Consultant for correction at no additional charge to the Owner and with no change to the overall Project design schedule.

3.1.5 Construction Contract Phase.

3.1.5.1 Upon written authorization from the Owner to proceed, the Design Consultant shall prepare from the approved Design Development documents, working drawings and specifications setting forth in detail the requirements for the construction of the entire Project. In bidding the Project, the Construction Manager will be responsible for providing the bidders the conditions of the contract, advertisement for bids, instructions to bidders, time control specification provisions, bid proposal forms, and a form agreement between the Construction Manager and the contractors to the bidders.

3.1.5.2 Construction Contract documents shall be completed within the time prescribed in Exhibit C – Management Plan.

3.1.5.3 Detailed drawings shall cover all work included in the Project or designated portion thereof. It is the responsibility of the Design Consultant to assure that the Construction Contract requires that no asbestos-containing materials are to be incorporated in the Project.

3.1.5.4 Detailed drawings suitable for use by the Construction Manager for the contractors shall be prepared by the Design Consultant.

3.1.5.5 Specifications shall be prepared using the Construction Specifications Institute 33 division format. Specifications for products, materials and equipment shall be written in full compliance with N. C. Gen. Stat. § 133-3 and all other relevant laws and building codes. Brand names may be used to specify a particular product to be bid as an alternate only in accordance with North Carolina law.

3.1.5.6 The Design Consultant shall work with the Owner to show preliminary furniture and equipment layouts as needed and requested by the Owner for each room to coordinate with electrical and technology service layouts. Furniture design and procurement is not within the Basic Services of the Design Consultant. When preliminary layouts are completed, final hard copies and digital information will be provided by the Design Consultant to the Owner and Construction Manager.

3.1.5.7 The Design Consultant shall provide to the Owner and the Construction Manager a preliminary color board with exterior and interior color selection for review, approval and use by the Owner. The approved color board shall be submitted for use by the Owner with, or before, the 80% Construction Contract documents submittal.

3.1.5.8 The Design Consultant shall provide the Owner's Representative and the Construction Manager periodically with copies of in-progress Construction Contract documents during this phase. The Design Consultant shall review any recommendations from the Construction Manager, including any recommendations regarding the constructability, construction cost, sequence of construction, construction duration, possible means and methods of construction, time for construction and separation of the Project contracts for various categories of Services, to confirm that they are architecturally sound and do not adversely impact the scope, functionality or requirements of the Project. The Design Consultant’s review of these recommendations shall not relieve or in any way diminish the Construction Manager’s responsibilities pursuant to the Owner-Construction

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Manager Agreement. Additionally, and in accordance with the Management Plan, the Design Consultant shall submit to the Owner up to four (4) full complete sets, and to the Construction Manager two (2) full size complete sets, of the drawings of preliminary Construction Contract documents at the stage of 60% completeness along with the design phase report for approval by the Owner. The report shall incorporate the status of the Services in accordance with Exhibit C – Management Plan and a summary of programmed versus actual square footage in a format defined by the Owner by room or area. The Design Consultant shall submit its estimate and breakdown of the anticipated construction cost no later than two (2) business days in advance of the scheduled 60% Construction Contract documents review meeting. The Design Consultant shall prepare such estimates to assure that the Project cost is within the CCAP or include specific alternates to the design that do not impact the scope of the Project to bring the Project estimate into alignment with the CCAP. The documents for this 60% Construction Contract submittal shall, at a minimum, satisfy all of the requirements of the Design Development Phase, plus all of the following unless otherwise agreed in writing:

3.1.5.8.1 General

(i) Complete index of drawings.

(ii) Vicinity plan.

(iii) Building Code Summary.

(iv) Life safety plans.

(v) Energy data.

(vi) Accessibility summary.

(vii) U.L. details.

(viii) Outline specifications of materials to be specified in Construction Contract Phase.

3.1.5.8.2 Civil / Landscaping

(i) Copy of the Site Survey.

(ii) Site plan satisfactory for site plan approval.

(iii) Site demolition plan.

(iv) Staking plan.

(v) Erosion control plan.

(vi) Grading plan.

(vii) Site utility plan.

(viii) Storm drainage plan, details and schedule.

(ix) Paving plans and details.

(x) Landscaping plans and details, plant schedule.

(xi) Outline specifications of materials to be specified in the Construction Contract Phase.

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3.1.5.8.3 Architectural

(i) Demolition plans.

(ii) Key plans with final room numbers as approved by Owner.

(iii) Critical sections and details identified and drawn.

(iv) Roof plan with all penetrations.

(v) Kitchen layout and equipment schedule.

(vi) Exterior elevations with control joints located.

(vii) Enlarged toilet room layout with all fixtures and dimensions.

(viii) Toilet room elevations.

(ix) Reflected ceiling plan with all fixtures located and ceiling height identified.

(x) Bulkhead and lintel details.

(xi) Finish plan and schedule.

(xii) Door and hardware schedule, elevations, and head and jamb details.

(xiii) Masonry details.

(xiv) Roof details.

(xv) Stair details.

(xvi) Elevator sections and details if applicable.

(xvii) Furniture layout.

(xviii) Casework elevations.

(xix) Air Barrier System details for all penetrations and terminations.

(xx) Outline specifications of materials to be specified in the Construction Contract Phase.

3.1.5.8.4 Structural

(i) Demolition plans.

(ii) Footing plans and details.

(iii) Reinforcing steel plans.

(iv) Structural steel plans.

(v) Outline specifications of materials to be specified in the Construction Contract Phase.

3.1.5.8.5 Plumbing

(i) Demolition plan.

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(ii) Fixture schedule.

(iii) Plumbing plans.

(iv) Enlarged toilet room plans.

(v) Riser diagrams for waste and vent, water, storm drainage, and gas.

(vi) Plumbing site plan.

(vii) Plumbing details.

(viii) Outline specifications of materials to be specified in the Construction Contract Phase.

3.1.5.8.6 Mechanical

(i) Demolition plan.

(ii) Ductwork and piping completely located and sized.

(iii) Complete equipment schedules.

(iv) Mechanical room enlarged plans and sections.

(v) Schematic control diagrams.

(vi) Mechanical details.

(vii) Outline specifications of materials to be specified in the Construction Contract Phase

3.1.5.8.7 Electrical

(i) Demolition plan.

(ii) Fixture schedule.

(iii) Electrical site plan.

(iv) Power plan with panels located and identified.

(v) Lighting plan.

(vi) Complete plans for auxiliary systems including but not limited to, fire alarm, voice/data, intercom, MATV, and security.

(vii) Riser diagrams for all systems.

(viii) Panel schedule.

(ix) Outline specifications of materials to be specified in the Construction Contract Phase.

3.1.5.8.8 Fire Protection

(i) Demolition plan.

(ii) Fire protection plan with location of all hose and valve cabinets identified.

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(iii) Preliminary fire protection design calculations.

(iv) Outline specifications of materials to be specified in the Construction Contract Phase.

3.1.5.9 Documents not complying with Subparagraph 3.1.5.8 shall be returned to the Design Consultant for correction at no additional charge to the Owner and with no change to the overall Project design schedule.

3.1.5.10 After review and approval of the 60% Construction Contract documents by the Owner, the Design Consultant shall continue with preparation of final Construction Contract and bid documents, including final specifications for all authorized work on the Project and shall incorporate in those final documents the comments and any modifications and changes desired by the Owner and any modifications required for compliance with all applicable codes, regulations, standards, the approved program, and prior written approvals and instructions of the Owner. The resulting final Construction Contract submittal is to be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further significant clarification required. If the Project is a prototype that has been previously constructed, the Design Consultant shall verify that all applicable change orders from previous projects have been incorporated into the bidding documents.

3.1.5.11 The Design Consultant, and any relevant Sub-Consultants, shall participate in such reviews and meetings as are necessary to ensure that the Project design conforms to all applicable codes and all requirements of responsible agencies and will make any changes to the Construction Contract which are required for issuance of all permits and legal authorizations needed to construct the Project.

3.1.5.12 The Design Consultant shall submit all relevant applications for all required building permits within a reasonable time to receive final comments in time to issue any required addenda to the bidding documents.

3.1.5.13 At the completion of the Construction Contract Phase, the Design Consultant shall submit to the Owner up to four (4) full size complete sets of the drawings and design phase report at 100% completeness prepared by the Design Consultant for final Construction Contract Phase submittal which shall include the final working drawings and specifications. At this same time, the Design Consultant also shall submit to the Construction Manager two (2) full size sets of 100% complete documents identical to those provided to the Owner.

3.1.5.14 A statement from the Design Consultant with the final Construction Contract Phase submittal shall be included that acknowledges that Design Consultant has reviewed all of the applicable Design Guidelines and Educational Specifications and represents that they have been incorporated in the documents, and that the actual versus programmed square footage has not changed from the approved Schematic Design and 60% Construction Contract submittals unless specifically noted in writing.

3.1.5.15 The Design Consultant shall submit with the final Construction Contract package, meeting minutes, etc. to show how review comments made in Design Development have been addressed. It should be clear from the notes if the specific item was incorporated into the Construction Contract submittal or not (with an explanation).

3.1.6 Permitting and Bidding/Negotiation Phase.

3.1.6.1 There may be more than one Permitting and Bidding/Negotiation Phase at no additional compensation to the Design Consultant so long as there are no more than two (2) bid packages for the various portions of the Project (which packages do not include individual material purchase orders, bid package alternates and rework by the Design Consultant of documents already completed, which shall be provided at no additional cost).

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3.1.6.2 The Design Consultant shall facilitate the filing of applications, endeavor to expedite and coordinate obtaining all necessary permits, licenses and approvals, required for the construction, use or occupancy of permanent structures. The Owner will pay all fees. Copies of all correspondence and applications shall be provided to the Owner. The Owner shall reimburse the Design Consultant for the actual cost of any fees or assessments paid by the Design Consultant pursuant to this subparagraph if needed to expedite approvals.

3.1.6.3 After receiving written authorization from the Owner, the Construction Manager will proceed with bidding and negotiation of the construction contracts for the Project. The Construction Manager shall coordinate and document the reproduction, distribution and retrieval of the bidding documents. Further, the Construction Manager will coordinate and document the collection and return of deposits or payments. The Design Consultant shall be responsible for submitting the relevant Construction Contract documents to all required code authorities and others, as the Owner designates.

3.1.6.4 The Design Consultant shall prepare such clarifications and addenda to the bidding documents as may be required. The Design Consultant will provide these to the Owner and the Construction Manager for review prior to issuance to all holders of bid documents. The Design Consultant shall review any recommendations from the Construction Manager, including any recommendations regarding the constructability, construction cost, sequence of construction, construction duration, possible means and methods of construction, time for construction and separation of the Project contracts for various categories of Services, to ensure that they are architecturally sound and do not adversely impact the scope, functionality or requirements of the Project. The Design Consultant will incorporate into the addenda comments of the Owner and Construction Manager as appropriate and provide the Owner and the Construction Manager with final addenda for the Construction Manager's distribution to all holders of bid documents.

3.1.6.5 The Construction Manager will schedule and conduct Pre-Bid Conferences with bidders to review the Project requirements. The Design Consultant shall provide knowledgeable representatives, including Sub-Consultants, to participate in these conferences as requested by the Construction Manager to explain and clarify the bidding documents. Within two (2) days after the Pre-Bid Conference the Design Consultant shall deliver to the Owner and Construction Manager, if needed, an addendum, incorporating any changes required from the Pre-Bid Conference. The Design Consultant shall issue any required final addendum at least three (3) days prior to the bid date.

3.1.6.6 The Design Consultant shall assist the Owner and Construction Manager in obtaining bids.

3.1.6.7 Should first bidding or negotiation produce prices in excess of the approved CCAP, the Design Consultant shall participate with the Owner and Construction Manager in such re-bidding, re-negotiation, and re-design, at no additional expense to the Owner, as may be necessary to obtain price(s) within the approved CCAP or price(s) acceptable to the Owner. The Owner and Construction Manager will assist in re-design decisions. All re-design must be approved by the Owner.

3.1.6.8 Should the Design Consultant re-design under its responsibilities set out in the preceding paragraph, its Construction Phase and Post Construction Services shall be extended to take re-design/re-bid delays into account at no additional expense to the Owner.

3.1.6.9 At the conclusion of bidding, the Design Consultant shall provide a copy of the conformed bid drawings and specifications (not 100% review set or bid set), in a source file format, with file names consistent with the Owner's requirements, for the Owner's use in updating its property accounting drawings for the Project.

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3.1.7 Construction Phase.

3.1.7.1 The Construction Phase for each portion of the Project will commence with the establishment of the Guaranteed Maximum Price, as defined in the Owner-Construction Manager Agreement, and will terminate when the Construction Manager achieves final completion of the Project.

3.1.7.2 The Design Consultant and Owner shall consult with the Construction Manager and participate in all decisions as to the acceptability of contractors and other persons and organizations proposed by the Construction Manager for various portions of the construction.

3.1.7.3 The Design Consultant shall review and approve shop drawings, samples, and other submissions of the Construction Manager and its contractors for conformance with the design concept of the Project and for compliance with the Construction Contract. The Design Consultant shall prepare one final color board for the use by the Owner and one to be kept on the jobsite containing the Owner-approved submittal samples. The review and return of submittals shall be accomplished by the Design Consultant within fourteen (14) calendar days from date of receipt except when otherwise authorized by the Owner's Representative.

3.1.7.4 The Design Consultant shall provide necessary Project drawings, in electronic format, to the Construction Manager for use on the Project.

3.1.7.5 The Design Consultant shall adhere to the procedures established by the Owner's Representative and/or the Construction Manager for review and processing of all shop drawings, catalog submissions, project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for changes and applications for extensions of time.

3.1.7.6 The Design Consultant shall, when requested by the Owner's Representative, prepare documentation related to change orders between the Owner and Construction Manager.

3.1.7.7 The Design Consultant shall render to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, interpretations of requirements of the Construction Contract. The Design Consultant shall make all interpretations consistent with the intent of and reasonably inferable from the Construction Contract. The Design Consultant's decision in matters relating to artistic effect shall be final if consistent with the intent of the Construction Contract.

3.1.7.8 Should errors, omissions or conflicts in the drawings, specifications or other Construction Contract documents by the Design Consultant be discovered, the Design Consultant will prepare and submit to the Owner's Representative and the Construction Manager, within two (2) working days unless otherwise authorized by the Owner's Representative, such amendments or supplementary documents and provide consultation as may be required, for which the Design Consultant shall make no additional charges to the Owner.

3.1.7.9 The Owner's Representative shall be the point of contact for the Owner, except when the Owner shall direct otherwise by Board policy or in writing. All instructions to the Construction Manager shall be issued by the Design Consultant except when directed otherwise by the Owner's Representative.

3.1.7.10 The Design Consultant, including Sub-Consultants, will have access to the Project site at all times. All site visits, observations and other activities by the Design Consultant shall be coordinated with the Construction Manager and a written report of such visits shall be made promptly to the Construction Manager and Owner's Representative.

3.1.7.11 The Design Consultant, including Sub-Consultants, shall make such periodic visits to the Project site as may be necessary to familiarize themselves generally with the progress and quality of the construction and to determine in general if the construction is proceeding in accordance with the Construction Contract. On the basis of such on-site observations, the Design Consultant,

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including Sub-Consultants, shall take reasonable steps to guard the Owner against defects and deficiencies in the construction of the Construction Manager or its contractor(s). If the Design Consultant or a Sub-Consultant observes any construction that does not conform to the Construction Contract, the Design Consultant shall immediately make an oral and written report of all such observations to the Construction Manager and Owner's Representative. The Design Consultant and its Sub-Consultants shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Construction Manager's work but shall make as many observations as may be reasonably required to fulfil their obligations to the Owner. The Design Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the construction.

3.1.7.12 Periodic visits by the Design Consultant shall be not less than once weekly. Each Sub-Consultant shall make periodic visits not less than once every two weeks, during the course of the Project applicable to its discipline. During critical construction phases, each Sub-Consultant may be required to make periodic visits weekly. The Sub-Consultants shall prepare and submit a report on each visit, submitted via the Design Consultant to the Owner's Representative and the Construction Manager within three (3) working days of the visit.

3.1.7.13 The Design Consultant shall render written field reports relating to the periodic visits and observations of the Project required by Subparagraph 3.1.7.11 within three (3) working days to the Owner's Representative and the Construction Manager in the form required by the Owner's Representative.

3.1.7.14 The Design Consultant and the relevant Sub-Consultants shall attend weekly construction progress meetings scheduled by the Construction Manager.

3.1.7.15 The Design Consultant shall review payment applications made by the Construction Manager to determine whether the construction reflected in the payment application has been satisfactorily completed as represented on the payment application. The Design Consultant's signing of a certificate of payment shall constitute a representation by the Design Consultant to the Owner, based upon the Design Consultant's observations at the Project site and the data comprising the application for payment, that the construction has progressed to the point indicated, that to the best of the Design Consultant's knowledge, information and belief, the quality of the construction appears to be in accordance with the Construction Contract (subject to: an evaluation of the Project for conformance with the Construction Contract upon substantial completion, as defined in the Owner-Construction Manager Agreement; the results of any subsequent tests required by the Construction Contract; minor deviations from the Construction Contract correctable prior to completion; and to any specific qualifications stated in the certificate for payment), and that the Construction Manager is entitled to payment in the amount certified. By signing a certificate for payment to the Owner, the Design Consultant shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Construction Manager has used the monies paid since the previous pay application, except the Design Consultant shall inquire into and notify the Owner of the status of any payment issues of which it is aware.

3.1.7.16 The Design Consultant and the Owner shall have authority to reject the Construction Manager's work when in the Owner's or the Design Consultant's opinion the work does not conform to the Construction Contract. Whenever in the Owner's or the Design Consultant's reasonable opinion it is considered necessary or advisable to enforce the proper implementation of the intent of the Construction Contract, the Owner shall have the authority to require special inspection or testing of the Construction Manager's work in accordance with the provisions of the Construction Contract whether or not such work is fabricated, installed or completed.

3.1.7.17 When the Construction Manager notifies the Design Consultant that it considers the construction or a designated portion of the construction substantially complete, the Design Consultant and its Sub-Consultants, after notice to the Owner, shall review and evaluate the construction and prepare and submit to the Owner and the Construction Manager punch lists of the construction

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which is not in conformance with the Construction Contract. When the Design Consultant and the Construction Manager on the basis of an inspection determine that the construction or designated portion thereof is substantially complete, the Design Consultant will then prepare a certificate of substantial completion which shall state the responsibilities of the Owner and the Construction Manager for security, maintenance, heat, utilities, damage to the construction and insurance. Should the Design Consultant determine that the construction or a designated portion thereof is not substantially complete after the Construction Manager notifies the Design Consultant that it considers such construction to be substantially complete, the Design Consultant shall provide the Construction Manager with written notice stating why the construction or designated portion is not substantially complete. The Owner may request that the Design Consultant review and evaluate the construction and prepare a punch list on any portion of the Project.

3.1.7.18 The Design Consultant shall obtain governing agency occupancy approval if any exceptions arise related to the design or specified materials.

3.1.7.19 The Design Consultant shall review requests by the Owner or the Construction Manager for changes in the Project including adjustments to the Construction Contract sum or time and shall promptly make a recommendation to the Owner who may authorize such changes in writing.

3.1.7.20 The Design Consultant shall render initial decisions on claims, disputes or other matters in question between the Owner and the Construction Manager as provided in this Agreement and the Construction Contract.

3.1.7.21 The Design Consultant shall be a point of contact with the Construction Manager, except when the Owner shall direct the Design Consultant otherwise. All instructions to the Construction Manager shall be issued by the Design Consultant, except when directed otherwise by the Owner.

3.1.7.22 The Design Consultant and the relevant Sub-Consultant shall review test data to determine that equipment is performing in accordance with the requirements of the design. In addition, the Design Consultant and the relevant Sub-Consultant will witness the Construction Manager's demonstration to the Owner of all such systems.

3.1.7.23 The Design Consultant and the relevant Sub-Consultant shall provide assistance in the original operation of any equipment or system such as initial start-up, testing, adjusting and balancing.

3.1.7.24 The Design Consultant and the relevant Sub-Consultant shall observe, review test data, and certify the original operation of any equipment or system such as initial start-up testing, adjusting and balancing to make sure that all equipment and systems are properly installed and functioning in accordance with the design and specifications.

3.1.7.25 The Design Consultant and its Sub-Consultants shall conduct up to two (2) comprehensive substantial completion inspections and two (2) final completion inspections pursuant to the Construction Contract. If more than two (2) substantial completion or two (2) final completion inspections are required, through no fault of the Design Consultant, the additional inspections shall be paid as Additional Services and reimbursed by the Construction Manager.

3.1.7.26 The Design Consultant shall make a recommendation in writing to the Owner regarding liquidated damages as may be applicable. If requested by the Owner or the CM, the Design Consultant shall certify in writing the date that the building is enclosed as defined in the Contract Documents.

3.1.7.27 Upon correction of the deficiency reports (punch lists), and acceptance of all other close-out submittals and certificates from the Construction Manager, the Design Consultant shall review and approve the application for final payment prepared by the Construction Manager and forward it to the Owner for execution. Simultaneously, the Design Consultant shall confirm in writing that the Project conforms to the Construction Contract.

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3.1.7.28 The Design Consultant shall obtain from the Construction Manager drawings, prints, and other data necessary for the accurate preparation of the record drawings.

3.1.8 Post Construction Project Phase.

3.1.8.1 The Design Consultant and the relevant Sub-Consultant shall review and confirm the adequacy of the maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection as required by the Construction Contract and forward within two weeks of receipt of approved materials, all approved copies to the Owner's Representative for use by the Owner. In addition, the Design Consultant and the relevant Sub-Consultant shall conduct such observations as necessary to confirm all material and equipment warranties are in compliance with applicable specifications.

3.1.8.2 Educational Commissioning

3.1.8.2.1 The Design Consultant shall produce two or more presentation boards (approximately 24” x 36”, full-color, with hanging apparatus) for each project for use by the Owner. Boards will include photos, floor plans, elevations, and written documentation related to sustainable design features, community use, site development, flexibility of educational spaces, etc. These boards will be left at the school to be shared with students, parents, faculty/staff, school visitors, etc., for the first year of operation, at a minimum.

3.1.8.2.2 The Design Consultant shall provide input/review for development of PowerPoint presentation. The PowerPoint presentation will be used to educate faculty & staff about the special features available in their new school facility, specifically including the items in section 3.1.8.5. Both the original PowerPoint presentation (Source File) and a pdf version will be delivered electronically and on flash drive. The flash drive will be left with the school principal for future use with PTA, new faculty/staff, etc.

3.1.8.2.3 The Design Consultant shall provide input on signage to be posted in and around the school facility to point out various design features that support sustainability, facility efficiency, energy conservation, learning and teaching as requested by the Owner.

3.1.8.3 The Design Consultant shall prepare and deliver three (3) printed sets, one (1) pdf set, and one (1) AutoCAD or REVIT set of record drawings and all related files, including the design specifications (project manual) and all addenda. The electronic files shall be delivered in PDF, AutoCAD.DWG, and Source File formats via electronic file delivery and CD. These files will reflect and certify significant changes in the Project made during the construction process, based on marked-up contract drawings, prints, and other data furnished by the Construction Manager and the applicable addenda, clarifications, and change orders which occurred during the Project for delivery to the Owner within thirty (30) days after final completion of the Project. All electronic file names shall be consistent with the name of the sheet(s) they represent in accordance with the Owner’s criteria.

3.1.8.4 The Construction Manager shall be responsible for creating the master project data file downloaded from the construction management application used for the Project in accordance with the Construction Manager’s contract requirements. This master project file will contain all relevant date developed during the progress of the construction phase. The Design Consultant will review the data as necessary and/or requested by the Construction Manager or the Owner to review the completeness of the information.

3.1.8.5 The Design Consultant will report the use of Sub-Consultants, their function, contract amount and MBE classification to the Owner at the conclusion of the Project.

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3.2 Design Consultant's Professional Responsibility and Standard of Care.

3.2.1 The Design Consultant shall perform its services, including but not limited to the Basic Services and any Additional Services authorized in writing by the Owner, consistent with the professional skill and care ordinarily provided by design consultants practicing in or around the Research Triangle Park, North Carolina area under the same or similar circumstances. The Design Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

3.2.1.1 By execution of this Agreement, the Design Consultant agrees, warrants, and confirms that (a) it is an experienced and duly licensed firm or individual having the ability and skill necessary to perform all the Services required of it under this Agreement in connection with the design and construction of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with all current laws, rules and regulations which are applicable to the design and construction of the Project (such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, codes, laws, rules and regulations in effect at the time of commencement of Services on the Project), and that all drawings, specifications and other documents prepared by the Design Consultant shall be prepared in accordance with and shall accurately meet, reflect and incorporate all such applicable laws, rules and regulations.

3.2.1.2 The Design Consultant shall ensure that any Sub-Consultants: (a) are an experienced and duly licensed firm or individual having the ability and skill necessary to perform the requested services; (b) have the capabilities and resources necessary to perform its obligations; and (c) are familiar with all current laws, rules and regulations which are applicable to the work of the Sub-Consultant (such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Sub-Consultant’s work, local sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, codes, laws, rules, and regulation in effect at the time of commencement of services on the Project and relevant to the Sub-Consultant’s work), and that all drawings, specifications and other documents prepared for the Project shall be prepared in accordance with and shall accurately meet, reflect and incorporate all such applicable laws, rules and regulations.

3.2.2 The Design Consultant hereby represents and agrees that the drawings, specifications and other documents prepared pursuant to this Agreement shall be complete and functional, except as to any deficiencies which are due to causes beyond the control of the Design Consultant and its Sub-Consultants, and that the Project, if constructed in accordance with the drawings, specifications and other documents, shall be structurally sound and a complete and properly functioning facility in accordance with the terms of this Agreement. Any suggestions, recommendations or review comments by the Owner or the Construction Manager shall not reduce or diminish the Design Consultant’s responsibilities pursuant to this Agreement.

3.2.3 The Design Consultant shall be responsible for damages to the Owner that are a result of errors, inconsistencies, and/or omissions in the drawings, specifications, other documents or other Basic Services. In addition, the Design Consultant will correct at no additional cost to the Owner any and all errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant and its Sub-Consultants, and the Design Consultant further agrees to render assistance, at no additional cost to the Owner, in resolving problems relating to the design or specified materials.

3.2.4 It is the responsibility of the Design Consultant to make certain that, at the time the Project is bid, all drawings, specifications and other documents are in accordance with applicable laws,

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statutes, building codes and regulations and that appropriate reviews and approvals are requested and obtained from federal, state and local governments.

3.2.5 It shall be the responsibility of the Design Consultant and its Sub-Consultants throughout the period of performance under this Agreement to exercise the abilities, skills and care customarily used by Design Consultants and Sub-Consultants of the training and background needed to perform the Services who practice in Brunswick County or similar communities.

3.3 Project Requirements.

3.3.1 A component of Exhibit A – Design, Construction and Equipment Budget is the CCAP. The CCAP for this Project is: $6 Million Nine Hundred Eighty Five Dollars, ($ 6,985,000). The CCAP for this Project, or designated portion thereof, may be modified in writing only in the form of a Design Phase Change Order, executed by the Owner and Design Consultant. The Design Consultant shall prepare drawings, specifications and other documents necessary so that the construction bids received by the Construction Manager from responsive, responsible bidding contractors, plus the CM's general conditions, contingency, fee and bonds/insurance, will be within the CCAP.

3.3.1.1 During all phases of the Project the Design Consultant shall prepare such estimates as it deems necessary, at no additional cost to the Owner, to assure itself that the estimated Project cost is within the CCAP and shall supply such data, information or estimates as the Owner may require to substantiate the Design Consultant's contention that the Project cost is within the CCAP.

3.3.1.2 With each Design Phase submittal and each interim, revisionary or subsequent design submittal of the Design Consultant to the Owner and/or Construction Manager, the Design Consultant shall make the following statement in writing:

"The drawings, specifications, and other documents submitted herewith, in my/our professional opinion, fulfill the Program of Requirements and the Project indicated by them may be purchased by the Owner in a construction contract or contracts, the total price of which will not exceed the CCAP, (based on bid date of no later than June 1, 2023, unless the delay in bidding is attributable to the Design Consultant). Further, in my/our professional opinion, the above-mentioned documents submitted herewith have been prepared in accordance with the Agreement for Design Consultant Services."

With each Design Phase submittal and each interim, revisionary or subsequent design submittal of the Design Consultant to the Owner and/or Construction Manager and with his approval of the final payment to the Construction Manager and certificate of final completion to the Owner, the Design Consultant shall make the following statement in writing:

"No asbestos-containing building materials have been specified and to the best of my/our knowledge and belief none have been incorporated into this Project."

3.3.2 Incorporated herein and made a part of this Agreement as Exhibit B is the Program of Requirements which defines the physical and environmental parameters for the Project and establishes the design objectives and criteria. No deviations from the Program of Requirements shall be allowed without written approval for change, in the form of a Design Phase Change Order executed by the Owner and Design Consultant.

3.3.3 Incorporated herein and made a part of this Agreement as Exhibit C is the Management Plan for the Project which defines the sequence and timing of the design and construction activities. The Management Plan is the schedule to be adhered to by the Design Consultant. No deviation from the Management Plan shall be allowed without written approval for a change in the Management Plan, in the form of a Design Phase Change Order executed by the Owner and Design Consultant. Should the Owner or the Construction Manager determine that the Design Consultant is behind schedule due to the fault of the Design Consultant; the Design Consultant shall expedite

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and accelerate its efforts, including additional manpower and/or overtime, to maintain the approved design schedule at no additional cost to the Owner.

3.4 Project Meetings.

3.4.1 Throughout all phases of the Project, the Design Consultant and its Sub-Consultants shall meet periodically with the Owner and/or the Construction Manager when reasonably requested. Participants shall be as determined by the Owner and/or the Construction Manager. As a minimum, regularly scheduled meetings which the Design Consultant will attend include:

3.4.1.1 Design Consultant orientation.

3.4.1.2 Predesign conferences on a biweekly basis.

3.4.1.3 Predesign project analysis sessions.

3.4.1.4 Design conferences on a monthly basis.

3.4.1.5 Prebid conferences conducted by the Construction Manager.

3.4.1.6 Preconstruction conferences conducted by the Construction Manager.

3.4.1.7 Construction progress meetings on a bi-weekly basis.

3.4.1.8 Substantial completion, final completion and completion of warranty period inspections for the Construction Contract.

3.4.2 The Design Consultant shall be responsible for scheduling and attending any meetings necessary to properly coordinate the design effort including, without limitation, meetings with governing agencies, code officials and applicable utilities.

3.4.3 The Design Consultant shall be responsible for preparing accurate and complete minutes of all Project conferences that are not the responsibility of the Construction Manager and distributing same to all participants.

3.5 Serving As Witness.

3.5.1 The Design Consultant, and any required Sub-Consultant, shall prepare for and provide testimony or otherwise participate in public hearings, and legal proceedings, including as necessary to secure governmental approval of zoning or land use clearances, for the Project as part of Basic Services, unless said testimony or participation is requested by the Owner and consists of expert testimony not related to this Project or the Construction Manager’s work.

3.6 Construction Warranty.

3.6.1 The Design Consultant and its Sub-Consultants shall assist the Owner in resolution of warranty issues as may be required to determine responsibility for deficiencies.

3.6.2 The Design Consultant and its Sub-Consultants shall conduct an inspection of the project one (1) month prior to warranty expiration and provide to the Owner a written report specifying any warranty deficiencies which may exist.

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ARTICLE 4

COMPENSATION

4.1 Basic Services Compensation.

The Owner shall compensate the Design Consultant in accordance with the terms and conditions of this Agreement, including the following:

4.1.1 For the Basic Services of the Design Consultant, compensation shall be a lump sum fee amount of $ Five Hundred Fifty Eight Thousand Eight Hundred Dollars ($558,800 Dollars), plus approved reimbursable expenses (“Basic Services Compensation”).

4.1.1.1 For the purposes of Subparagraph 4.1.1, no amount is to be included within the scope of the CCAP for the cost of land, rights-of-way or other non-construction costs which are the responsibility of the Owner.

4.1.1.2 For the purposes of Subparagraph 4.1.1, no labor and materials furnished by the Owner for the Project shall be included with the scope of the CCAP.

4.1.1.3 For the purposes of Subparagraph 4.1.1, should the Owner request additions to the Project which would cause a change or changes in the scope of the Program of Requirements or previously approved designs or design criteria, the CCAP shall be increased by the estimated aggregate amount of such change(s) and the revised and adjusted CCAP shall be the figure used in determining the Design Consultant's fee. The additional fee paid to the Design Consultant shall be negotiated in good faith by the Owner and the Design Consultant based upon the actual additional work to be performed by the Design Consultant.

4.1.1.4 In the event the Owner requests changes to the Project or elects not to complete the Project or any portion thereof, which would decrease the most recently approved CCAP, basic compensation due the Design Consultant, as to such deletion or decrease, shall be adjusted downwards for remaining Services to be performed but not for Services already performed to the date of receipt by the Design Consultant of the written requested change or notice of the intent not to complete part or all of the Project, in accordance with the basic payment schedule set forth in Paragraph 4.2 hereof. Unless otherwise agreed in writing by the parties, the reduction in the Design Consultant’s fee shall be calculated by multiplying the dollar amount of the reduction in the CCAP by the fee percentage noted in 4.1.1 above and then multiplying that dollar amount by the percentage of design work not completed.

4.1.2 The Basic Services Compensation stated in Paragraph 4.1.1 includes all compensation and other payments due the Design Consultant (manpower, overhead, profit, direct costs, travel, copies, postage, telephone and facsimile service, etc.) in the performance of the Basic Services.

4.2 Payments to the Design Consultant.

Payments on account of the Design Consultant shall be made as follows:

4.2.1 Payments for Basic Services, including any design phase change orders, shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the Basic Services Compensation. Payment shall be made monthly upon presentation of the Design Consultant’s statement of services, fully supported by invoices, time cards, and certifications that all Sub-Consultants have been paid, and other documentation as requested by the Owner.

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Design Narrative Phase	5%
Schematic Design Phase	15%
Design Development Phase	35%
Construction Contract Phase	60%
Permitting and Bidding/Negotiation Phase	65%
Construction Phase	95%
Post Construction Services Phase	100%

4.2.2 No deductions shall be made from the Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to the Construction Manager.

4.2.3 Reasonable deductions may be made from the Basic Services Compensation on account of errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant or in the Design Consultant's performance of its obligations under this Agreement following written notice to the Design Consultant regarding the reason for the deductions.

4.2.4 Reimbursable expenses shall include such reasonable, actual expenditures made by the Design Consultant, its employees, or Sub-Consultants, in the interest of the Project, limited to the following: the reasonable expense of transportation and living when traveling from the Design Consultant's or Sub-Consultant's office to a location outside of Brunswick County, North Carolina in connection with the Project; and expense of reproductions, postage and handling of Drawings and Specifications, beyond those for the Design Consultant's and Sub-Consultants' use and those required as the phase submittals ("Reimbursable Expenses"). Before incurring any Reimbursable Expenses, the Design Consultant must request and receive written authorization from the Owner. Reimbursable Expenses incurred while performing Basic or Additional Services shall be computed at a multiple of 1.10 times actual cost.

4.2.5 Notwithstanding Section 7.1, the Parties agree that the Design Consultant is authorized to proceed with the printing and delivery of the following documents, but that said reimbursable cost shall not exceed an aggregate of $2500.00 without the express written permission of the Owner:

(a) Agency Submittals;
(b) Bid Documents, including plan rooms; and
(c) Various design phase submissions to the Owner and Construction Manager.

4.2.6 If the Project is suspended for more than six months or abandoned in whole or in part by the Owner, the Design Consultant shall be paid compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment. If the Project is resumed after being suspended for more than twelve months, the Design Consultant's Basic Services Compensation shall be equitably adjusted.

4.3 Additional Services Compensation.

4.3.1 With respect to any Additional Services, as described in Article 7 herein, performed by the Design Consultant hereunder, the Design Consultant and Owner shall negotiate an equitable adjustment to the Basic Services Compensation ("Additional Services Compensation"). However, if negotiations are not successful prior to the time the Additional Services are needed, the Owner may direct the Design Consultant to proceed with the Additional Services on a time spent basis with compensation to be computed as follows:

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4.3.1.1 Design Consultant time shall be at the fixed hourly rate included in the fee schedule attached hereto as Exhibit E and made part of this Agreement.

4.3.1.2 Sub-Consultant time shall be at an hourly fixed rate agreed to between the Design Consultant and the Owner prior to the Sub-Consultant performing any Additional Services.

4.3.1.3 Reinspection and resubmittal review time that is billable to the Construction Manager shall be reimbursed to the Design Consultant as noted in 4.3.1.1 and 4.3.1.2 except the total compensation shall not exceed the amount attributable to the Construction Manager.

4.3.2 Payments for Additional Services of the Design Consultant shall be made monthly upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and other documentation as requested by the Owner.

4.4 Accounting Records.

4.4.1 Records of the Design Consultant with respect to Additional Services and payroll, and Sub-Consultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept according to generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.

4.4.2 At the request of the Owner or its authorized representative, the Design Consultant will supply in a timely manner and certify as accurate, unaltered copies of all time sheets, invoices, and other documents to substantiate and document any and all Additional Services and Reimbursable Expenses.

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

ARTICLE 5

PERIOD OF SERVICE

5.1 Specific dates relating to the period of services are set forth in Exhibit C – Management Plan.

5.1.1.1 Unless earlier terminated as provided in Article 10 hereof, this Agreement shall remain in force for a period which may reasonably be required for the Basic Services and Additional Services hereunder. However, the provisions of the Agreement relating to Professional Responsibility (Paragraph 3.2); Professional Liability coverage (Article 9); and Ownership of Documents/Confidential Information (Article 12) shall remain in effect after termination of the other provisions of the Agreement.

5.2 If the Project is delayed through no fault of the Design Consultant, all specific dates noted in the Management Plan that are affected by the delay will be adjusted by the number of calendar days of the delay.

5.3 If the Owner materially revises the Project, a reasonable time extension or reduction shall be negotiated between the Design Consultant and the Owner.

5.4 Time is of the essence in this Agreement,

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ARTICLE 6

OWNER'S RESPONSIBILITIES

6.1 The Owner shall provide full information regarding the requirements for the Project.

6.2 The Owner shall examine documents submitted by the Design Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Design Consultant's Services.

6.3 If required for this Project, the Owner shall furnish a certified land survey of the site, giving as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines, both public and private, above and below grade, including inverts and depths.

6.4 The Owner shall pay for the services of a soils engineer or other consultant, when such services are deemed necessary by the Design Consultant or Owner's Representative, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.

6.5 The Owner shall pay for environmental, hazardous material, chemical and other laboratory tests, inspections and reports as required by law that are not otherwise called for in this Agreement.

6.6 The Owner shall furnish such legal, accounting, and insurance counseling services as the Owner may deem necessary for the Project and such auditing services as it may require to ascertain how, or for what purposes, the Construction Manager has used the moneys paid to it under the Construction Contract.

6.7 All services, information, surveys and reports required of the Owner shall be furnished at the Owner's expense and the Design Consultant shall be entitled to rely upon their accuracy and completeness.

6.8 The Owner shall furnish information and approvals required of it expeditiously, for orderly progress of the construction.

6.9 The Owner shall reimburse the Design Consultant for any fees or assessments paid by the Design Consultant pursuant to Article 3.1.6.3.

6.10 The Design Consultant shall coordinate the services of the Owner’s consultants listed below in the section with those services provided by the Design Consultant. Upon the Design Consultant’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided. If in the opinion of the Architect a particular consultant or engineering service is needed to produce a reasonably complete and accurate set of Construction Documents or to satisfy the Owner’s Program requirements based upon the information available to the Design Consultant as of the date of this Agreement and said consultant or engineering service is not listed as being provided by the Owner below, it is the responsibility of the Architect to provide that service at no additional cost to the Owner.

The Owner shall furnish or provide the following services only if specifically designated:

1. Topographic and Boundary Survey including off-site requirements (as stated in 5.4)

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2. Geotechnical Engineering Services including off-site requirements (as stated in 5.5)
   a. Seismic Site Classification (shock-wave testing or equivalent determination)
   b. Soils analysis and consultation
   c. Seasonal High Water Table evaluation and Infiltration Testing
   d. Wetlands and Stream delineation and remediation/modification consulting (including USACE jurisdictional determinations)
   e. Underground stream mitigation analysis and design
   f. Riparian Buffer Analysis
   g. Tier 1 Vapor Encroachment Screening
   h. Testing commissioning of HVAC, and Solar P.V. System
3. All Environmental Assessments that may be required including but not limited to Phase I and Phase II Environmental Assessments
4. Off-site sewer and water systems design
5. Geothermal Conductivity Tests
6. Historical or Anthropological identification, testing, and reporting
7. Hazardous Materials identification, testing and removal design
8. Underground storage tank identification, testing and removal design
9. Traffic Information Analysis or other information as may be required by NCDOT/MSTA
10. Roadway improvements design as required including off-site requirements
11. Testing Services and Special Inspections
12. Arborist consultation and services

ARTICLE 7

ADDITIONAL SERVICES

7.1 If any of the following Additional Services, as defined in this Article, are authorized in advance by the Owner in writing, the Design Consultant shall furnish or obtain from others the authorized services. If authorized in advance, in writing, by the Owner, the Design Consultant shall be paid for these Additional Services by the Owner pursuant to Article 4.3 to the extent they exceed the obligations of the Design Consultant under this Agreement. If the Design Consultant informs the Owner in writing that additional services are required then the Owner shall agree or not agree that the services are required and if the Owner agrees the services are required, additional services shall be paid to the Design Consultant. The Owner shall respond to the Design Consultant within 7 days of receipt of such notice or quicker if necessary to not delay the Project.

7.1.1 Providing fully detailed presentation models, presentation renderings, or video presentations, not included in Basic Services.

7.1.2 Providing financial feasibility or other special studies, not included in Basic Services.

7.1.3 Providing planning surveys or alternative site evaluations.

7.1.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project other than general and master planning for future work as indicated by the Program of Requirements.

7.1.5 Providing acoustical services by an individual or firm with specific expertise in acoustics for a school project.

7.1.6 Making major revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Owner.

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7.1.7 Preparing supporting data and other services in connection with an Owner-initiated change order if the Basic Compensation is not commensurate with the services required of the Design Consultant.

7.1.8 Providing operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operations other than initial start-up, and coordinating with the Construction Manager to provide in electronic format, as designated by the Owner's Representative, detailed product and warranty information for input to the Owner's facility management computer system.

7.1.9 Providing soils sampling, classification and analysis; however, analysis of existing soils information and soils analysis during the Design Phase and recommendations needed during the Construction Phase of the Project are not considered Additional Services.

7.1.10 Providing services of interior furnishings not included in the Basic Services or otherwise included in this Agreement.

7.1.11 Providing professional services made necessary by the default of the Construction Manager or any of its contractors.

7.1.12 Providing services made necessary by major defects in the Construction Manager's work which were not preventable by the Design Consultant or a Sub-Consultant in the performance of its Services pursuant to this Agreement.

7.1.13 Providing surveying services such as platting; mapping; subdivision agreements or recording subdivision plats.

7.1.14 Providing Services prior to actual substantial completion of the Project made necessary by delays or defects in the Construction Manager's work by more than sixty (60) days from the date agreed to for substantial completion in the Owner-Construction Manager Agreement, which delay the Design Consultant could not reasonably have prevented through the performance of its services pursuant to this Agreement.

7.1.15 Providing Services made necessary by delays or defects in the Construction Manager's work for more than thirty (30) additional days than are provided in the Owner-Construction Manager Agreement for the time period between the scheduled substantial completion and final completion dates, which delay the Design Consultant could not reasonably have prevented through the performance of its Services pursuant to this Agreement.

7.1.16 Providing extensive assistance in the initial start-up and test operations of equipment or systems which is beyond the scope of that normally required to insure proper operation in accordance with the design and specifications.

7.1.17 Providing services necessitated by out-of-town travel required by the Design Consultant and approved by the Owner other than visits to the Project and other than for travel required to accomplish the Basic Services.

7.1.18 Providing consultation concerning replacement of any of the Construction Manager's work on the Project damaged by fire or other cause during construction and furnishing professional services of the type set forth in Basic Services as may be required in connection with the replacement of such work.

7.1.19 Providing services after the Owner makes final payment to the Design Consultant other than services required by this Agreement.

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7.1.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural and engineering practices consistent with the terms of this Agreement.

7.1.21 Providing high performance features such as a Geothermal HVAC system and solar P.V. system.

7.1.22 Providing consulting services regarding the procurement of tax credits.

7.1.23 Providing furniture design and consultation with the Owner's furniture vendor(s).

7.1.24 Preparation for, and attendance at a mediation of a dispute regarding the Project between the Owner and Construction Manager, except where the Architect is party thereto.

ARTICLE 8

NOTICES

8.1 Any notice required by this Agreement or other communications to either party by the other shall be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

To Owner:

Brunswick County Manager
30 Government Dr NE (if via courier or overnight delivery)
P. O. Box 249 (if via mail)
Bolivia, NC 28422

With a Copy to:
Executive Director of Operations
Brunswick County Schools
35 Referendum Dr.
Bolivia, NC 28422

Dr. Jerry Oates
Superintendent
Brunswick County Schools
35 Referendum Dr
Bolivia, NC 28422

To Design Consultant:

Mr. Ernie Olds
Becker Morgan Group, Inc
3333 Jaeckle Drive, Suite 120
Wilmington, North Carolina 28403
910.341.7600

ARTICLE 9

INSURANCE

9.1 The Design Consultant shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims resulting from negligent acts or omissions for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Design Consultant's employees or any other person; claims for damages because of injury

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to or destruction of personal property including loss of use resulting therefrom; and claims arising out of the performance of this Agreement and caused by negligent acts or omissions for which the Design Consultant is legally liable. Minimum limits of coverage shall be:

a. Workers' Compensation:

   Statutory

b. Employer's Liability

   $1,000,000.00 Each Accident
   $1,000,000.00 Policy Limit
   $1,000,000.00 Each Employee

c. Commercial General Liability

   (Standard ISO Occurrence Form)

   Combined Single Limit for Bodily Injury, Property Damage or Personal General

   Aggregate Injury of:

   $2,000,000.00 (Except Products Completed Operations Limit)
   $2,000,000.00 Products Completed Operations Aggregate Limit
   $1,000,000.00 Personal & Advertising Injury Limit
   $1,000,000.00 Each Occurrence Limit

d. Commercial Automobile Insurance including coverage for owned, non-owned and hired vehicles:

   $1,000,000.00 Combined Single Limit for Bodily Injury and Personal Damage

e. Professional Liability:

   $2,000,000 Each Claim
   $2,000,000 Policy Aggregate

f. Umbrella Liability Insurance to "pay on Behalf of the Insured":

   $1,000,000.00 Limit

9.2 Evidence of such insurance shall be furnished to the Owner, and the Owner shall receive thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Design Consultant shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the period of this Agreement. All insurance companies providing the above insurance shall be licensed by the Insurance Department of the State of North Carolina and maintain a rating by AM Best or similar rating company of at least an "A".

9.2.1 The Design Consultant shall deliver to the Owner a certificate of insurance for its professional liability coverage annually, so long as it is required to maintain such coverage under paragraph 9.4.

9.3 The Owner shall be added as an additional named insured on all policies, except the professional liability, commercial, automobile and worker's compensation policies. All insurance policies, except the professional liability policy, shall contain a waiver of subrogation against the Owner.

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9.4 The Design Consultant shall maintain in force during the performance of this Agreement and for six (6) years after final completion of the Project, the professional liability insurance coverage referenced above.

9.5 The Design Consultant shall require its Sub-consultants to maintain all types of insurance as mentioned in this Article 9 and shall provide to the Owner certificates of insurance as described in Article 9.2 for all Sub-Consultants.

9.6 The Owner shall be under no obligation to review any certificates of insurance provided by the Design Consultant or to check or verify the Design Consultant's compliance with any or all requirements regarding insurance imposed by this Agreement. The Design Consultant is fully liable for the amounts and types of insurance required herein and is not excused should any policy or certificate of insurance provided by the Design Consultant not comply with any or all requirements regarding insurance imposed by this Agreement.

9.7 Should the Design Consultant or a Sub-Consultant fail to provide and maintain in force any insurance or insurance coverage required by this Agreement or by law, or should a dispute arise between Owner and any insurance company of the Design Consultant or Sub-Consultant over policy coverage or Limits of Liability as required herein, the Owner shall be entitled to recover from the Design Consultant all amounts payable, as a matter of law, to Owner or any of its agents, had the required insurance or insurance coverage been in force. Said recovery shall include, but is not limited to interest for the loss of use of such amounts of money, plus all attorney's fees, costs and expenses incurred in securing such determination and any other consequential damages arising out of the failure of the Design Consultant or Sub-Consultant or insurance company to comply with the provisions of this Agreement or any policy required hereby, or any other requirements regarding insurance imposed by law. Nothing herein shall limit any damages for which Design Consultant is responsible as matter of law.

ARTICLE 10

TERMINATION OF AGREEMENT

10.1 If: (a) the Owner abandons the Project or the Project is stopped for more than six (6) months due to actions taken by the Owner, or under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable through no act or fault of the Design Consultant or its agents or employees, or (b) the Owner has failed to substantially perform in accordance with the provisions of this Agreement due to no fault of the Design Consultant and such non-performance continues without cure for a period of thirty (30) days after the Owner receives from the Design Consultant a written notice of such non-performance (including a detailed explanation of the actions of the Owner required for cure), the Design Consultant may, upon fifteen (15) days additional written notice to the Owner, terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, and recover from the Owner payment for all Services performed to the date of the notice terminating this Agreement. The recovery of this payment shall be the sole and exclusive remedy of the Design Consultant as a result of termination under this paragraph. The Owner shall not be liable to the Design Consultant for any special or consequential damages as a result of the termination of this Agreement.

10.2 Upon the appointment of a receiver for the Design Consultant, or if the Design Consultant makes a general assignment for the benefit of creditors, the Owner may terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, upon giving three (3) days written notice to the Design Consultant. If an order for relief is entered under the bankruptcy code with respect to the Design Consultant, the Owner may terminate this Agreement by giving three (3) days written notice to the Design Consultant unless the Design Consultant or the trustee: (a) promptly cures all breaches; (b) provides adequate assurances of future performance; (c) compensates the Owner for actual pecuniary loss resulting from such breaches; and (d) assumes the obligations of the Design Consultant within the statutory time limits.

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10.3 If the Design Consultant persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply sufficient properly skilled staff or proper materials, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority jurisdiction, or otherwise substantially violates or breaches any term or provision of this Agreement, then the Owner may, without prejudice to any right or remedy otherwise available to the Owner, and after giving the Design Consultant seven (7) days written notice, terminate this Agreement.

10.4 Upon termination of this Agreement by the Owner under Article 10.2 or 10.3 the Owner shall be entitled to furnish or have furnished the Services to be performed hereunder by the Design Consultant by whatever method the Owner may deem expedient. Also, in such cases, the Design Consultant shall not be entitled to receive any further payment until completion of the Project; and the total compensation to the Design Consultant under this Agreement shall be the amount which is equitable under the circumstances. If the Owner and the Design Consultant are unable to agree on the amount to be paid under the foregoing sentence, the Owner shall fix an amount, if any, which it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly.

10.5 The Owner may, upon thirty (30) days written notice to the Design Consultant, terminate this Agreement, in whole or in part, at any time for the convenience of the Owner, without prejudice to any right or remedy otherwise available to the Owner. Upon receipt of such notice, the Design Consultant shall immediately discontinue all Services affected unless such notice directs otherwise. In the event of a termination for convenience of the Owner, the Design Consultant's sole and exclusive right and remedy is to be paid for all work performed and to receive equitable adjustment for all work performed through the date of termination. The Design Consultant shall not be entitled to be paid any amount as profit for unperformed Services or consideration for the termination of convenience by the Owner.

10.6 Should the Owner terminate this agreement as provided for under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Design Consultant. The Design Consultant will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents, materials, and computer files.

10.7 The payment of any sums by the Owner under this Article 10 shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Design Consultant.

ARTICLE 11

SUCCESSORS/ASSIGNMENT

11.1 This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Design Consultant.

11.2 The Design Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Design Consultant may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

11.3 If the Owner requests the Design Consultant to execute consents reasonably required to facilitate assignment to Brunswick County or Brunswick County’s lender, the Design Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design Consultant for review at least 7 days prior to execution. The

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Design Consultant shall not be required to execute consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

ARTICLE 12

OWNERSHIP OF DOCUMENTS/CONFIDENTIAL INFORMATION

12.1 The Project drawings and specifications are instruments of service that shall remain the joint property of the Design Consultant and the Owner whether the Project for which they are made is built or not. The Owner shall retain reproducible copies of the Project drawings and specifications for information and reference and use in connection with the Owner's use and occupancy of the Project and for the Owner's future requirements of the Project facilities including without limitation any alteration or expansion in any manner the Owner deems appropriate without additional compensation to the Design Consultant. The Owner shall indemnify and hold harmless the Design Consultant in connection with the Owner's use of the Project drawings and specifications on a new project without the Design Consultant's consent.

12.2 In order for the Design Consultant to fulfill this Agreement effectively, it may be necessary or desirable for the Owner to disclose to the Design Consultant confidential and proprietary information and trade secrets pertaining to the Owner's past, present and future activities. The Design Consultant hereby agrees to treat any and all information gained by it as a result of the Services performed hereunder as strictly confidential. The Design Consultant further agrees that it will not disclose during the period of this Agreement or thereafter to anyone outside of the authorized Project team (1) Owner's trade secrets or (2) Owner's confidential and proprietary information.

ARTICLE 13

ADDITIONAL PROVISIONS

13.1 The Design Consultant acknowledges receipt of all Owner's policies and all Board of Education policies through the Board's website (http://www.bcswan.net) and agrees to comply with their provisions. The Design Consultant and its Sub-Consultants shall also comply with the Owner's site and school building access procedures when working on the Owner's property.

13.2 Applicable Laws.

13.2.1 This Agreement and the relationship of the parties shall be governed by the laws of the State of North Carolina, without regard for its choice of law provisions. All actions relating in any way to this 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.

13.2.2 Design Consultant and its Sub-Consultants shall comply with all applicable laws and regulations in providing the Services. Design Consultant shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. The Design Consultant represents that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers that employ twenty-five (25) or more employees. The Design Consultant specifically represents and warrants that it is and will remain in compliance with these laws at all times while providing the Services. Design Consultant shall also ensure that its Sub-Consultants will remain in compliance with these laws at all times while providing subcontracted services in connection with the Agreement. Design Consultant is responsible for providing affordable health care coverage to all of its full-time employees providing services to the

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school system. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

13.2.3 Lunsford Act/Criminal Background Checks. The Design Consultant also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. The Design Consultant shall conduct or arrange to have conducted at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or Sub-Consultants(“contractual personnel”) who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office, provided that office is not located at a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites where no minors are present.. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For the Design Consultant’s convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at http://www.nsopw.gov/. The Design Consultant shall provide certification on the Owner’s Sexual Offender Registry Check Certification Form (attached as Exhibit F) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Design Consultant shall conduct a current initial check of the registries (a check done more than thirty (30) days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, the Design Consultant agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. The Design Consultant further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. The Design Consultant shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. The Design Consultant agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the Owner upon request. The Design Consultant specifically acknowledges that the Owner retains the right to audit these records to ensure compliance with this section at any time in the Owner’s sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Agreement. In addition, the Owner may conduct additional criminal records checks at the Owner’s expense. If the Owner exercises this right to conduct additional criminal records checks, the Design Consultant agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the Owner for all contractual personnel who may deliver goods or perform services under this Agreement. The Design Consultant further agrees that it has an ongoing obligation to provide the Owner with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The Owner reserves the right to prohibit any contractual personnel of the Design Consultant from delivering goods or providing services under this Agreement if the Owner determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

13.2.4 Design Consultant represents that as of the date of this Agreement, neither Design Consultant nor its principals are included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Design Consultant also represents that as of the date of this Agreement, neither Design Consultant nor its principals are included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81. The Design Consultant further represents that as of the date of this Agreement, neither the Design Consultant 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. The Design Consultant must notify Owner within thirty (30) days if debarred by any governmental entity during this Agreement.

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13.2.5 Anti-Nepotism. Design Consultant warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Owner's Board of Education or of any principal or central office staff administrator employed by the Owner. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Design Consultant become aware of any family relationship covered by this provision, or should such a family relationship arise at any time during the term of this Agreement, Design Consultant shall immediately disclose the family relationship in writing to the Superintendent. Unless formally waived by the Owner, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to Design Consultant.

13.3 Non-Discrimination. Design Consultant 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. Design Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Design Consultant 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 Owner, and Design Consultant may be declared ineligible for further agreements with Owner.

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

13.5 The Design Consultant and its Sub-Consultants shall comply with these and all applicable laws and regulations in providing the Services.

13.6 The Owner and Design Consultant agree to endeavor to provide written notification and to negotiate in good faith prior to litigation concerning claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof. The Owner and Design Consultant also agree that the Owner's Policy 9120, adopted in compliance with G.S. 143-128(f1), shall apply to disputes arising between the parties on the Project.

13.7 Nothing herein contained shall be construed to require the parties to provide written notifications or engage in negotiations prior to the institution of litigation nor to submit for alternative dispute resolution by a third party or parties any such claim, dispute, or other matter in question between the parties. Notwithstanding the foregoing, the parties expressly 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.

13.8 Whenever renderings, photographs of renderings, photographs of models, photographs, drawings, announcements, or other illustration or information of the Project are released for public information, advertisement or publicity, appropriate and proper credit for architectural and other services shall be given to the Design Consultant and Owner respectively.

13.9 The payment of any sums by the Owner shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Design Consultant.

13.10 This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Design Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Design Consultant.

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13.11 If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.12 Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.

13.13 The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

13.14 For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

13.15 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 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.

13.16 The language used in this Agreement will be deemed to be the language chosen by each of the parties to express their mutual intent. In the event of an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

13.17 The Design Consultant may apply for and obtain a 179d Tax Deduction for the design of the Project. The Design Consultant shall only apply for the tax deduction if the Design Consultant provides the Owner with a separate written list of all building systems, equipment, and design features included in the Project that support the application for the tax deduction. An updated list will be provided to the Owner with each design phase submission. Each list submitted shall include all building systems, equipment, and design features, including a then current estimate of the additional cost each item is anticipated to add to the cost of the Project at the time the Project is bid when compared to items traditionally used on K-12 public school projects in North Carolina. The Design Consultant shall provide the Owner with any anticipated cost savings over the lift of the Project for any item supporting the 179d Tax Deduction. The Owner's consent to the Design Consultant's efforts to apply for and obtain a 179d Tax Deduction is conditioned upon the Design Consultant's strict compliance with this section.

ARTICLE 14

EXHIBITS

14.1 The following exhibits are incorporated into this Agreement:

14.1.1 Exhibit A: Construction Contract Award Price

14.1.2 Exhibit B: Program of Requirements

14.1.3 Exhibit C: Management Plan

14.1.4 Exhibit D: Consultant Agreement

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14.1.5 Exhibit E: Design Consultant's Fee Schedule

14.1.6 Exhibit F: Owner's Sexual Offender Registry Check Certification Form

14.1.7 Exhibit G: Construction Manager at Risk Agreement

In witness whereof, each individual executing this agreement acknowledges that he/she/it is authorized to execute this agreement and further acknowledges the execution of this agreement the day and year first written above.

IN WITNESS WHEREOF the Owner and the Design Consultant have executed this contract, the day and year first above written.

BECKER MORGAN GROUP, INC

_____
Ernest Olds, Vice President

Attest:

_____
Corporate Secretary

[Seal]

COUNTY OF BRUNSWICK

_____
Chairman, Board of Commissioners

Attest:

_____
Clerk to the Board

[SEAL]

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

_____
Freyja Cahill, Finance Officer
Brunswick County Board of Education

4.9020.495.526.339.880.00

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"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
Brunswick County, North Carolina

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EXHIBIT A

Design, Construction And Equipment Budget

DESIGN FEE	$ 558,800
PRECONSTRUCTION (CM)	$ 57,275
CONSTRUCTION CONTRACT AWARD PRICE-INCLUDES COST OF WORK, GENERAL CONDITIONS, CM FEE, CM CONTINGENCY, BONDS/INS.	$ 6,985,003
OWNER CONTINGENCY	$ 229,100
FURNITURE, EQUIPMENT, FEES, TESTING	$300,000
TOTAL	$8,130,178

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EXHIBIT B

PROGRAM OF REQUIREMENTS

The program consists of the design and construction of 8 new classrooms and corridor. The project will generally follow the master plan included in this section, described and/or modified herein. Specifically, the project program includes

- An 8-classroom addition. The building design will include a connecting corridor and ancillary spaces. Provisions shall include adequate number of plumbing fixtures for build-out, electrical circuits sized for future build-out, and all other interfacing utility infrastructure wireways routed from the natural point of origination to the to the common expansion wall.
- Additional staff parking as necessary to meet zoning requirements, extending the stacking lane approximately 20-ft if possible.
- All demolition required to perform the scope of services. Items to include but are not limited to paving, masonry structures, electrical services, plumbing services, and fencing.
- And other non-specified items required for a complete design.

The design is by architect/engineer unless identified as a delegated design. Demolition and construction are through the CM unless indicated otherwise in the contract documents.

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EXHIBIT C
MANAGEMENT PLAN

Management Plan (Preliminary) – Town Creek Elementary 8-Classroom Addition

Construction Manager at Risk Notice to Proceed	November 8, 2022
Architect/Engineer Notice to Proceed	November 8, 2022
Design/Construction Drawings	June 15, 2023
GMP Acceptance/Construction Notice to Proceed	September 4, 2024
Construction Substantial Completion	August 5, 2024
Projection Completion	September 5, 2024

Construction Manager to generate detailed comprehensive management/construction schedules with interim date for use during design and construction.

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EXHIBIT D

AGREEMENT FOR CONSULTANT'S SERVICES

The undersigned Consultant and Architect agree as follows on the furnishing of services by the consultant for: (structural) (mechanical) (electrical) work for this Project to be executed under Agreement for Design Consultant Services with the Owner, dated

November 7, 2022 for the following Project: Town Creek Elementary Addition and Corridor.

Pertinent provisions of this Agreement for Design Consultant Services shall govern work to be performed by the Consultant and the Architect. By signing this document, the Consultant verifies that he has read and is thoroughly familiar with this Agreement for Design Consultant Services, and that he has not otherwise relied on any representations or assurances by any person as to the terms of the said Agreement for Design Consultant Services.

Services rendered by the Consultant shall be complete, including drawings and specifications, visits to the site at intervals appropriate to the stage of construction, reports, shop drawing approval and final certificate of compliance.

The Architect will act as principal coordinator and prime designer.

CONSULTANT:	**ARCHITECT:**
BY: _____	BY _____
President	President
ATTEST:	**ATTEST:**
_____	_____
Secretary	Secretary
DATE: _____	DATE: _____

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EXHIBIT E
DESIGN CONSULTANT'S FEE SCHEDULE

HOURLY RATE SCHEDULE

Principal	$225-275/hr
Senior Associate	$150-200/hr
Associate	$120-160/hr
Architect/Engineer/Interior Designer	$145-165/hr
Designer	$100-145/hr
Technician	$ 50-110/hr
Support	$ 50-150/hr
Expert Witness	1.5 x billing rate
3D Scanner	$200

**Rates subject to change each January*

Any consultants required and authorized by the Owner will be billed at cost plus (10) ten percent

Reproduction Expenses

Plots	Size	Regular	Color
	18x24	$ 5.00	$10.00
	24x36	$10.00	$15.00
	30x42	$15.00	$20.00
Photocopies	8 1⁄2 x 11	$ .15	$ .50
	8 1⁄2 x 14	$ .20	$ .75
	11x17	$ .25	$ 1.00
Prints	18x24	$ 2.00	
	24x36	$ 3.00	
	30x42	$ 4.00	

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EXHIBIT F
Sexual Offender Registry Check Certification Form

Check the appropriate box to indicate the type of check:
□ Initial
□ Supplemental
□ Annual

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

Contractual Personnel Names	**Job Title**
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

(attach additional page(s) if needed)

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

_____ (print name) _____ (signature)
_____ (title) _____ (date)

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EXHIBIT G
Construction Manager at Risk Agreement

AGENCY AGREEMENT

by and between

BRUNSWICK COUNTY BOARD OF EDUCATION

and

COUNTY OF BRUNSWICK, NORTH CAROLINA

Dated as of November 7, 2022

AGENCY AGREEMENT

THIS AGENCY AGREEMENT (the "*Agency Agreement*"), dated as of November 7, 2022, and entered into by and between the **BRUNSWICK COUNTY BOARD OF EDUCATION**, a body corporate which has general control and supervision of all matters pertaining to the public schools in Brunswick County, North Carolina (the "*School Administrative Unit*"), duly organized and existing under the laws of the State of North Carolina (the *"Board of Education"*), and the **COUNTY OF BRUNSWICK, NORTH CAROLINA**, a political subdivision of the State of North Carolina (the *"County"*).

W I T N E S S E T H:

WHEREAS, the County and the Board of Education have determined to cooperate in a plan to finance a portion of the cost of certain projects, which each has found to be necessary and desirable to provide for improved public school facilities and improved public education in the County; and

WHEREAS, the project that is the subject of this Agency Agreement includes facility upgrades to Town Creek Elementary School, including, without limitation, classroom additions and other potential facility improvements (collectively, the "*Project*"); and

WHEREAS, in furtherance of such plan, the County is authorized to construct and equip real and personal property associated with the Project and to enter into contracts related thereto; and

***WHEREAS*,** in furtherance of such plan, the County desires to designate the Board of Education as its agent to contract for the construction, renovation, and equipping of the aforementioned school facilities associated with the Project, and the Board of Education is willing to accept such an appointment; and

WHEREAS, the Board of Education and the County have determined to enter into this Agency Agreement in order to execute such plan for the Project; and

WHEREAS, all acts and conditions required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agency Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agency Agreement;

***NOW, THEREFORE*,** in consideration of the promises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. ***Construction and Other Accomplishment of Project.*** The County, by and through its authorized agent, the Board of Education, as designated herein, in furtherance of such plan, will contract for the construction and other accomplishment of the Project. The Project will be financed with capital reserve funds specifically designated for the School Administrative Unit.

Section 2. ***Board of Education to Act as Agent of the County; Indemnification.***

(a) The County hereby appoints the Board of Education as its agent in connection with all phases of the design, construction, supervision and other accomplishment of the Project. The Board of Education, as the agent of the County for the foregoing purposes, shall cause the Project to be completed in accordance with the respective construction documents and any applicable requirements of governmental authorities and law.

(b) The Board of Education agrees that it will cause all construction contracts and other related documents for the Project to be in the name of the County and will present such documents for approval by the County Board of Commissioners following approval by the Board of Education. The County Board of Commissioners hereby delegates authority to the Board of Education to approve contracts, purchase orders, and change orders in amounts up to $300,000 with subsequent reporting to the County Board of Commissioners. Such approval authority is limited to amounts specified in the Board of Education budget for the Project as approved by the County, and the County shall not ratify expenditures outside such parameters.

(c) The County and the Board of Education agree that all amounts received by the County as refunds of State of North Carolina sales tax with respect to expenditures made in connection with the Project will be deposited in the Board of Education's capital reserve fund.

(d) the Board of Education shall cause the construction agreements to be reviewed and approved as to legal form in accordance with the County's policies and practices for legal review of contracts prior to submittal to the County's Board of Commissioners for award. The County agrees to cause such documents to be approved and executed in a timely manner;

(e) upon commencement of construction, the Board of Education shall supervise and oversee the construction and the purchase of equipment, acting through its architects and agents; and certify through the architect and the Board of Education to the County for direct payment by the County the contractors' pay requests, fees, and cost of the Project; resolve any disputes arising under the construction contract at its expense; and do all things necessary and required to commence and complete the Project;

(f) the Board of Education shall submit all contracts and amendments thereto, including change orders which increase the scope of the work and exceed funds previously allocated and budgeted, for preaudit by the County's Director of Fiscal Operations in accordance with G.S. 159-28;

(g) the Board of Education shall include the following language in all construction agreements:

1. Pursuant to N.C.G.S. § 105-164.14, the Owner is eligible for sales and use tax refunds on all materials which become a permanent part of the construction. The Contractor agrees to provide the Owner documentation which meets the requirements of Sales and Use Tax Regulation 42 regarding requests for refund of sales and use taxes. Those requirements are outlined below:

2. All refund claims must be substantiated by proper documentary proof and only those taxes actually paid by the claimant during the fiscal year covered by the refund claim may be included in the claim.

3. Any local sales or use taxes included in the claim must be separately stated in the claim for refund. In cases where more than one county's sales and use tax has been paid, a break down must be attached to the claim for refund showing the amount of each county's local tax separately.

4. To substantiate a refund claim for sales and use taxes paid on purchases of building materials, supplies, fixtures, and equipment by its Contractor, the claimant must secure from such Contractor certified statements setting forth the cost of the property purchased from each vendor and the amount of state

and local sales and/or use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of state and local sales or use tax paid thereon by the Contractor. Similar certified statements by his subcontractors must be obtained by the General Contractor and furnished to the claimant (Owner). Any local sales or use taxes included in the Contractor's statements must be shown separately from the State sales or use taxes. The Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by such Contractors for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure being erected, altered or repaired for the governmental entities as defined by G.S. § 105-164.14(c). Examples of property on which sales and use tax has been paid by the Contractor and which should not be included in the Contractor's statement including, without limitation, scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, and blueprints.

5. The Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to the Owner. Owner is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefor.

(h) the Board of Education shall secure and maintain Builder's Risk insurance during construction, or require in the construction agreement that the contractor maintain such coverage;

(i) the Board of Education shall require in the construction agreement that the contractor maintain such types and amounts of insurance coverage as is customarily required by a school administrative unit for the construction of public schools, to include comprehensive general liability insurance endorsed to include Brunswick County, its officers, employees and agents as additional insured.

To the extent permitted by law, the Board of Education shall indemnify and hold the County harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the construction and other accomplishment of the Project. The Board of Education shall be notified promptly by the County of any action or proceeding brought in connection with any such claims arising from the construction and other accomplishment of the Project.

Section 3. ***Description of Project.*** The Board of Education has the right to approve changes to the plan and specifications and the construction contracts and to make any changes in the description or scope of the Project or of any component or components thereof; but any increase in the cost of the Project resulting from any change shall, to the extent the increased cost exceeds the funds approved from the applicable construction fund be payable solely from other funds of the Board of Education.

Section 4. ***Right of Board of Education to Enforce Contracts.*** The County hereby assigns to the Board of Education all of its rights and powers under all purchase orders and contracts it enters into with respect to the Project, and the Board of Education has the right to enforce in its own name or the name of the County such purchase orders or contracts; however, this assignment by the County does not prevent the County from asserting said rights and powers on its own behalf.

Section 5. ***Compliance with Contract.*** The Board of Education agrees that, except as otherwise provided in this Agency Agreement, it will faithfully discharge all duties imposed on the County in any installment financing agreement, if applicable, with respect to the construction and other accomplishment of the Project and the insuring of the Project.

Section 6. ***Acceptance.*** The Board of Education, for one dollar ($1.00) and other good and valuable consideration in hand received, does hereby accept the foregoing appointment as agent of the County for the purposes set forth in Section 2 above.

Section 7. ***Disclaimers of the County.*** The Board of Education acknowledges and agrees that the design of the Project has not been made by the County, that the County has not supplied any plans or specifications with respect thereto and that the County (a) is not a manufacturer of, or a dealer in, any of the component parts of the Project or similar projects; (b) has not made any recommendation, given any advice or taken any other action with respect to (1) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or (2) any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof; (c) has not at any time had physical possession of the school facilities associated with the Project or any component part thereof or made any inspection thereof or any property or rights relating thereto; and (d) has not made any warranty or other representation, express or implied, that the school facilities associated with the Project or any component part thereof or any property or rights relating thereto (1) will not result in or cause injury or damage to persons or property, (2) has been or will be properly designed or constructed or will accomplish the results which the Board of Education intends therefor, or (3) is safe in any manner or respect.

The County makes no express or implied warranty or representation of any kind whatsoever with respect to the school facilities associated with the Project or any component part thereof to the Board of Education or any other circumstance whatsoever with respect thereto, including, but not limited to, any warranty or representation with respect to (1) the merchantability or the fitness or suitability thereof for any purpose; (2) the design or condition thereof; (3) the safety, workmanship, quality, or capacity thereof; (4) compliance thereof with the requirements of any law, rule, specification, or contract pertaining thereto; (5) any latent defect; and (6) the ability thereof to perform any function. The benefits of any and all implied warranties and representations of the County are hereby waived by the Board of Education.

Section 8. ***Amendments and Further Instruments***. The County and the Board of Education may, from time to time, execute and deliver such amendments to this Agency Agreement and such further instruments as may be required or desired for carrying out the expressed intention of this Agency Agreement.

Section 9. ***Termination.*** This Agreement terminates upon completion of the Project.

Section 10. ***Signatures.*** This Agency 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 Agency 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 Agency Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

***IN WITNESS WHEREOF*,** the parties hereto have executed and attested this Agency Agreement by their officers thereunto duly authorized as of the day and year first written above.

BRUNSWICK COUNTY BOARD OF EDUCATION

By: _____
Chairman

ATTEST:

_____
Secretary

[SEAL]

COUNTY OF BRUNSWICK, NORTH CAROLINA

By: _____
Chairman, Board of Commissioners

ATTEST:

_____
Clerk to the Board

[SEAL]

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

_____
Freyja Cahill, Finance Officer
Brunswick County Board of Education

"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
Brunswick County, North Carolina

BRUNSWICK COUNTY SCHOOLS

35 Referendum Drive Bolivia, North Carolina 28422 Phone: 910-406-5100 Fax: 866-291-7891

___ Board Presentation	✓ Approved
___ Report to the Board	__ Denied
_X_ Consent Agenda	__ Deferred
___ Action Agenda	
___ Discussion Agenda	Attest: Clerk to the Board
___ Confidential Agenda	USB
___ Information Item	
___ Announcement	Date 11/1/22

Date: **October 25, 2022**

To: **Operations Committee**

From: **Craig Eckert**

Subject: **Town Creek Elementary School Addition – CMAR Contract**

BACKGROUND

In response to the overcrowding at Town Creek Elementary School, a request for qualifications was posted for a Construction Manager at Risk for an 8-classroom addition and connecting corridor. Finance requested allocation of Ad Valorem contingency funds from the County.

CURRENT STATUS

Four qualifications were received on October 18, 2022. A contract scope and fee were negotiated with WM Jordan Company. Similar to our past CMAR contract, on the portion of the contract for Pre-Construction services in the amount of $57,275 will be initially authorized. Any additional work will be authorized in writing with a contract Change Order. Construction is scheduled to start June 1, 2023.

RECOMMENDATION

Staff requests that the Board approve forwarding the contract for WM Jordan to the County at the November 1st Board meeting. Forwarding of the contract will allow for the completion of the addition by opening of school in 2024.

BRUNSWICK COUNTY SCHOOLS

35 Referendum Drive Bolivia, North Carolina 28422 Phone: 910-406-5100 Fax: 866-291-7891

___ Board Presentation	✓ Approved
___ Report to the Board	__ Denied
_X_ Consent Agenda	__ Deferred
___ Action Agenda	
___ Discussion Agenda	Attest: Clerk to the Board
___ Confidential Agenda	VB
___ Information Item	
___ Announcement	Date 11/1/22

Date: **October 25, 2022**

To: **Operations Committee**

From: **Craig Eckert**

Subject: **Town Creek Elementary School Addition – Architect Contract**

BACKGROUND

In response to the overcrowding at Town Creek Elementary School, a request for qualifications was posted for an Architect to design an 8-classroom addition and connecting corridor. Finance requested allocation of Ad Valorem contingency funds from the County.

CURRENT STATUS

Two Statements of Qualifications were received on October 18, 2022. A contract scope and fee were negotiated with Becker Morgan Group. The contract fee is $558,800.

RECOMMENDATION

Staff requests that the committee place the forwarding of the contract to the county on the November 1 consent agenda. Forwarding of the contract will allow for the scheduled completion of the addition by opening of school in 2024.

BRUNSWICK COUNTY SCHOOLS

35 Referendum Drive Bolivia, North Carolina 28422 Phone: 910-406-5100 Fax: 866-291-7891

___ Board Presentation	✓ Approved
___ Report to the Board	__ Denied
_X_ Consent Agenda	__ Deferred
___ Action Agenda	
___ Discussion Agenda	Attest: Clerk to the Board
___ Confidential Agenda	VAB
___ Information Item	
___ Announcement	Date 11/7/22

Date: **October 25, 2022**

To: **Operations Committee**

From: **Craig Eckert**

Subject: **Agency Agreement**

BACKGROUND

In response to the overcrowding at Town Creek Elementary School, an 8-classroom addition is planned for construction. State statutes allow for reimbursement of taxes paid on materials purchased by county government

CURRENT STATUS

An Agency Agreement between the County of Brunswick (the County) and the Brunswick County Board of Education (the District) has been prepared. The agreement, similar to past agreements between the County and the District, contains terms and conditions related to the District acting as Agent for the county on matters associated with the construction of the addition.

RECOMMENDATION

Staff requests that the Board place the Agency Agreement on the Consent Agenda of the November 1, 2022 Board meeting. Execution of the Agreement will allow for the reimbursement of taxes paid to the District.

Capital

5

BRUNSWICK COUNTY SCHOOLS BUDGET AMENDMENT

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2023.

Budget Code	Description of Code	Expenditures	Revenues
4.XXXX.495.	Town Creek Elementary School Addition	10,500,000.00	
4.4110.495	Ad Valorem Contingency		10,500,000.00
	Total:	10,500,000.00	10,500,000.00

Explanation: Appropriate funds for TCES addition

Total Appropriation in Current Year Budget	78,586,013.97
Increase (Decrease) of Amendment	**10,500,000.00**
Total Appropriation in Current Amended Budget	89,086,013.97

Passed by majority vote of the Board of Education of Brunswick County on November 1, 2022

Steven P. Barger
Chairman, Board of Education

Dr. Jerry L. Oates
Secretary, Board of Education

We, the Board of Commissioner of Brunswick County, hereby approve the changes to the BCS Capital Outlay budget as presented.

Randy Thompson, Chairman

Date

Request Info	
Type	Budget Amendment
Description	Town Creek Elementary Addition
Justification	Board Meeting 11/7/2022-Transfer Ad Valorem contingency for funding of the design and construction of the Brunswick County School's Town Creek Elementary School Addition.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
428006	398110	School Capital Projects	Trans Frm General Fund	-10500000	Decrease	Debit
428006	499103	School Capital Projects	Ad Valorem Contingency	-10500000	Decrease	Credit
428221	398110	Town Creek Elementary Addition	Trans Frm General Fund	10500000	Increase	Credit
428221	464002	Town Creek Elementary Addition	Construction	7500000	Increase	Debit
428221	464001	Town Creek Elementary Addition	Arch/Engnrg/Legal	600000	Increase	Debit
428221	499100	Town Creek Elementary Addition	Contingency	2400000	Increase	Debit

Total	
Grand Total:	0

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
Town Creek Elementary Addition Capital Project
(428221)

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

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

Town Creek Elementary Addition Capital Project		
Revenues:		
Transfer from General Fund		10,500,000
Total School Capital Project Fund Revenues	**$**	**10,500,000**
Expenditures:		
Arch/Eng/Legal		600,000
Construction		7,500,000
Ad Valorem Contingency		2,400,000
Total School Capital Project Fund Expenditures	**$**	**10,500,000**

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

Current Funds Appropriated	$	10,500,000

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

Contribution to Capital Project Fund	$	10,500,000

Section 4. This Capital Project Ordinance shall be entered into the minutes of the November 7, 2022 meeting of the Brunswick County Board of Commissioners.

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
Brunswick County Schools Capital Project
(428006)

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

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

Brunswick County Schools Capital Project		
Revenues:		
NC Education Lottery		7,082,039
Investment Earnings		-
Transfer from General Fund		61,420,163
Transfer from Special SCRS PRC495		3,628,226
Transfer SCRS PRC077		13,832,255
Fund Balance Appropriated		6,552,413
Total School Capital Project Fund Revenues	**$**	**92,515,096**
Expenditures:		
PRC 495 Excess Ad Valorem		22,889,419
PRC 077 Local Option Sales Tax		48,745,320
GF Hold Harmless Medicaid Swap		372,871
Proc NC Education Lottery Expense		7,082,039
Astroturf Replacement Reserve		247,500
PY Excess Ad Val Unavailable		803,000
Transfer to General Fund		314,013
Ad Valorem Contingency		317,120
Sales Tax Contingency		11,743,814
Total School Capital Project Fund Expenditures	**$**	**92,515,096**

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

Current Funds Appropriated	$	61,420,163

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

Contribution to Capital Project Fund	$	61,420,163

Section 4. This Capital Project Ordinance shall be entered into the minutes of the November 7, 2022 meeting of the Brunswick County Board of Commissioners.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 2.
Administration - Budget Calendar FY 2023-2024

From:
Steve Stone, County Manager

Issue/Action Requested:
Request that the Board of Commissioners consider approval of the FY 2023-2024 Budget Calendar.

Background/Purpose of Request:
The Local Government Budget and Fiscal Control Act provides elements of the budget process followed by NC counties and establishes dates that must be adhered to in the development of the annual budget. Attached is a budget calendar that conforms to the statutory process with the addition of the county practice of the strategic planning process of establishing and measuring goals in conjunction with the development of the department budget requests.

Key dates proposed in the recommended calendar:

November 21, 2022 - Commissioners' Strategic Planning and Goal Setting Workshop 6:00 pm
January 17 - 18, 2023 - Commissioners' Countywide Goal Workshop; Day 1: 9am - 4pm; Day 2: 9am - 5pm
May 1, 2023 - Commissioners' Budget Workshop 9am - 3pm
May 15, 2023 - County Manager Recommended Budget Presentation
June 5, 2023 - Board of Commissioners study session on the Recommended Budget 1pm - 3pm, if needed
June 5, 2023 - Public Hearing 3pm
June 19, 2023 - Adoption of the Budget

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners consider approval of the FY 2023-2024 Budget Calendar.

ATTACHMENTS:

	Description
🗋	Budget Calendar

County of Brunswick
Budget Calendar
Fiscal Year 2023-2024

Date of Action	Budget Procedure	Action By
11/8/2022	Distribution of Capital Improvement Forms and Instructions	Board of County Commissioners, County Manager
11/21/2022	Commissioners' Strategic Planning and Goal Setting Workshop 6:00pm	Communications Director
11/22/2022	Distribution of Goals Forms and Instructions	County Manager
12/12/2022	Submit Goals to County Manager, Deputy County Manager, and Communications Director	Leadership Team
12/13/- 12/22/2022	Compile Department Goals	County Manager
12/19/2022	Preliminary Capital Improvement Forms Due to Director of Fiscal Operations	Leadership Team
1/3/- 1/13/2023	Compile Preliminary Capital Improvement Plan	County Manager, Director of Fiscal Operations
1/9/2023	Distribution of Budget Forms and Instructions	Director of Fiscal Operations
1/17/- 1/18/2023	Commissioners' Countywide Goal workshop Day 1: 9:00am – 4:00pm Day 2: 9:00am – 5:00pm	Board of County Commissioners, County Manager
2/8/2023	Submit Budget Requests to County Manager, Deputy County Manager, and Director of Fiscal Operations	Leadership Team and Agency Officials
2/24/2023	Compile Department and Agency Budget Requests to County Manager	Director of Fiscal Operations
3/6/- 3/24/2023	Meet with Leadership Team on Requested & Recommended Budget.	County Manager, Deputy County Managers, Director of Fiscal Operations
3/31/2023	Post-Meeting Budget Forms returned to Department with Manager's comments and target for secondary review	Director of Fiscal Operations, County Manager
4/14/2023	Submit Revised Budget Requests to County Manager, Deputy County Manager, and Director of Fiscal Operations	Leadership Team and Agency Officials
5/1/2023	Commissioners' Budget Workshop 9:00am – 3:00pm	Board of County Commissioners, County Manager
5/15/2023	Presentation of Recommended Budget and Budget Message to Board of County Commissioners, Set Date and Time of June 5, 2023, at 6:00pm for public hearing.	County Manager, Board of Commissioners
5/16/2023	File copy with Clerk to the Board; Recommended budget remains open for public review until Budget Ordinance is adopted.	County Manager
5/16/2023	Submit legal notice in media stating Recommended Budget submitted to the Board; copy available for public review; time, date, place of public hearing.	Clerk to the Board of County Commissioners
6/5/2023	Public Hearing 3:00pm; Study sessions on Recommended Budget at 1:00pm - 3:00pm, if needed.	Board of County Commissioners
6/19/2023	Adoption of Budget	Board of County Commissioners
7/1/2023 If applicable	Within thirty (30) days after enactment of the budget a public notice shall be published, reflecting a summary of the enacted budget showing the intended use of entitlement funds, if any.	Clerk to the Board of County Commissioners

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 3.
Clerk to the Board - Annual Rural Operating Assistance Program Funding

From:
Daralyn Spivey

Issue/Action Requested:
Request the Board of Commissioners approve and authorize the County Manager to sign the annual funding ROAP application, the MOU and the Certified Statement.

Background/Purpose of Request:
The ROAP is a state funded public transportation grant program administered by the NC DOT Public Transportation Division. County Governments or regional public transportation authorities are the only eligible applicants for ROAP funding.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve and authorize the County Manager to sign the annual funding ROAP application, the MOU and the Certified Statement.

ATTACHMENTS:

Description

- Brunswick County Grant Application Evaluation Form
- ROAP MOU 2023
- Final Application ROAP
- Final Certified Statement FY 23

BRUNSWICK COUNTY
Grant Application Evaluation Form

Lead Department: Brunswick Transit System		Date: 11.1.22
Department Head: Yvonne Hatcher		Department Contact for Grant:
Co-Applicants / Other Participating Departments/Agencies/Community Organizations:		
Grant Title: FY23 Rural Operating Assistance Program (ROAP)		
Funding Organization: NC DOT Public Transportation Division		
Grant Period/Term: 7/1/22 - 6/30/23	Grant Amount: $ 239,277.00	☐ New Grant ☑ Recurring Grant Multi-Year Grant? ☐ Yes ☐ No
Matching Funds? ☐ Yes ☑ No	If Yes, Amount: $ 10,125.00	☐ In Kind ☐ Cash ☑ Other 10% RGP generated from fares or local funds
Describe how match will be met. There is a match requirement on the Rural General Public Program of 10%. The county assures that the required matching funds for the FY2023 ROAP can be generated from fares and/or provided from local funds.		
Are matching funds in the current budget or does the match require additional funding? Please explain. ☐ Available ☐ Additional Needed ☑ N/A- No matching funds required/requested Matching funds generated from fares.		
Briefly describe the purpose of the grant. The Rural Operating Assistance Program (ROAP) is a state funded formula based program administered by the North Carolina Department of Transportation, Integrated Mobility Division and provides funding for the operating costs of passenger trips for counties within the state. Programs include Elderly & Disabled Transportation Asst. Prog. (EDTAP), Employment Transportation Asst. Prog. (EMPL) and Rural General Public Prog. (RGP). MOU between County and BTS details responsibilities for each organization.		

Program Duplication / Cost Recovery	
Will this project **in any way** duplicate or compete with another service or program provided by Brunswick County, another local agency or community organization?	☐ Yes ☑ No ☐ Possibly
Will this grant provide support for a mandated service?	☐ Yes ☑ No
Can we capitalize on this funding to meet current and/or future equipment or facility needs?	☐ Yes ☑ No
Will this grant result in supplanting? *Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.*	☐ Yes ☑ No

Additional Grant Considerations	
Can the scope of work be completed within grant time frame allotted?	☑ Yes ☐ No ☐ Possibly
Can the requirements of this grant be met with current staffing levels?	☑ Yes ☐ No ☐ Possibly
Will new positions be requested (or expiring grant funded positions extended)?	☐ Yes ☑ No
If Yes, how many new positions will be funded by the grant?	_____ new positions
How many existing positions will be funded by the grant?	_____ existing positions
Will the grant create a program or require any County commitment for funding after grant funding ends?	☐ Yes ☑ No
Will the grant contain subcontracts/sub awards or contractual services? If Yes, please explain:	☐ Yes ☑ No
Description of items or services to be purchased with funds: Transportation services provided by Brunswick Transit System for Elderly & Disabled Transportation Asst. Prog. (EDTAP), Employment Transportation Asst. Prog. (EMPL) and Rural General Public Prog. (RGP).	
Will any items purchased with grant funds revert back to the granting agency?	☐ Yes ☑ No If yes, explain
Is funding received in advance or on a reimbursement basis?	☑ In Advance ☐ Reimbursement

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

Rhonne S. Hatcher — Department Head Signature — Date: 11/1/22

Director of Fiscal Operations — Date: 11-1-22

County Manager — Date: 11/1/22

☐ Approved by County Manager
☐ Requires BOCC (Agenda Item Needed)

Brunswick Transit System, Inc.
Rural Operating Assistance Program (ROAP)
Funds Receipt and Administration MOU

Overview and Background
The Rural Operating Assistance Program (ROAP) is a state funded public transportation grant program administered by the North Carolina Department of Transportation Public Transportation Division (NCDOT-PTD). ROAP includes the following programs:

- Elderly and Disabled Transportation Assistance Program (EDTAP)
- Employment Transportation Assistance Program (EMPL)
- Rural General Public (RGP) Program

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds.

Requirements
NCDOT-PTD requires a written agreement that addresses the proper use and accountability of ROAP funds in any situation where the county is disbursing the ROAP funds to a non-county department or entity. Since Brunswick County is the actual and direct recipient of all ROAP funds, and Brunswick Transit System, Inc. is the sub-recipient (non-county department), a written agreement of process and accountability is needed. To follow is an outline of ROAP responsibilities, processes, and procedures as agreed upon by Brunswick County and Brunswick Transit System, Inc.

County Responsibilities Processes and Procedures
Brunswick County agrees to the following:

1. To allow Brunswick Transit System, Inc. to complete and submit all ROAP grant applications on behalf of Brunswick County.
2. To hold public hearings if requested or required in regards to the grant application.
3. To review and approve grant documents and submit required documents to Brunswick Transit System, Inc. for inclusion in the application package within such timeframes as to meet grant application deadlines.
4. To disburse electronically to Brunswick Transit System, Inc. ROAP funds received by the county.
5. To review ROAP reports supplied by Brunswick Transit System, Inc.
6. To allow Brunswick Transit System, Inc. to complete the annual report and any other required reports.
7. To be responsible for maintaining all documentation required for state reporting or auditing in regards to any ROAP funds retained by the county and not disbursed to Brunswick Transit System, Inc.

Brunswick Transit System, Inc. Responsibilities, Processes and Procedures
Brunswick Transit System, Inc. agrees to the following:

1. To place all trips into Brunswick Transit System, Inc. trip scheduling software so that trip verification and tracking can take place.
2. To use a fully allocated cost model to determine the shared per trip, per mile or per hour cost of each ROAP trip.
3. To charge a fare to the passenger for each trip taken when appropriate, with a fare rate structure that is pre-approved by the Transportation Advisory Board of Brunswick Transit System, Inc.
4. To reconcile and account for all fares according to the funding source used.
5. To use all fares generated by RGP funded trips for local match of the funds, or to provide additional RGP trips.

6. To use all fares generated by EMPL or EDTAP funded trips to provide additional respective EMPL or EDTAP trips.
7. To keep all ROAP reports or other ROAP information for a minimum of five years.
8. To be responsible for maintaining all documentation required for state reporting or auditing in regards to ROAP funds passed through to Brunswick Transit System, Inc.
9. To request from any county department or other agency information regarding expenditures and use of any ROAP funds retained by the county or sub-allocated as necessary for completion of required reports.
10. To prepare all required ROAP reports and submit to county finance officer for review.
11. To comply with any other state program implementation requirements and accountability guidelines not specifically listed in this agreement.

The period of performance for these funds will be July 1 2022 to June 30 2023. The period of performance will remain the same regardless of the date on which ROAP funds are disbursed to the county.

_____

Steve Stone, Brunswick County Manager

_____

Yvonne Hatcher, Executive Director
Brunswick Transit System, Inc.

Application for Transportation Operating Assistance

FY2023 Rural Operating Assistance Program (ROAP) Funds

Name of Applicant (County)	**Brunswick**
County Manager	**Steve Stone**
County Manager's Email Address	steve.stone@brunswickcountync.gov
County Finance Officer	**Aaron Smith**
CFO's Email Address	aaron.smith@brunswickcountync.gov
CFO's Phone Number	910-253-2060
Person Completing this Application	**Yvonne Hatcher**
Person's Job Title	Executive Director, Brunswick Transit System, Inc.
Person's Email Address	yhatcher@brunswicktransit.org
Person's Phone Number	910-253-7800
Community Transportation System	**Brunswick Transit System, Inc.**
Name of Transit Contact Person	Yvonne Hatcher
Transit Contact Person's Email Address	yhatcher@brunswicktransit.org

Application Completed by: _____ Date: 9/23/2022
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the monthly and annual milestone reports and any other status reports required by the Integrated Mobility Division (IMD) are not submitted on or before the due dates, the next scheduled disbursement will be held until all reports are submitted.

I further certify that ROAP funds will only be used for program purposes to provide trips and will not be used for Administrative or Operational expenses. If it is determined that ROAP funds have been misused, repayment of funds must be made.

Transit Director: _____ Date: 9/23/2022
Signature

County Manager: _____ Date: _____
Signature

County Finance Officer: _____ Date: _____
Signature

Application Instructions

County officials should read the ROAP Program Administration Guide which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-IMD Regional Grant Specialist assigned to the area served by the transit system.

FY2023 ROAP Program Schedule

Application Deadline	**September 30, 2022**
<u>Anticipated</u> Funds Disbursement	**Week of October 31, 2022**

***Counties with unspent FY22 funds will retain the funds and the disbursement will be adjusted accordingly.**

***Monthly reports are due via SmartSheet 45 days following reporting period (i.e., July reporting period, report due September 15th)**

County's Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process
- **<u>ROAP funds are expended only on eligible activities *as described in Appendix A of the ROAP Guidance.*</u>**
- **<u>Supporting documentation of expenditures by all sub-recipients is required.</u>**
- Service recipients meet eligibility requirements, and their eligibility is documented.
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips and expenditures is provided on a monthly basis to IMD with supporting documents.
- ROAP funds received and expended are included in the local annual audit.

ROAP funds shall be disbursed in the traditional program allocations in each of the ROAP programs, however, if it is determined that a lump-sum payment can be made to the County, IMD reserves the right to change the method of distributing the funds. Counties have the flexibility to determine how the funding will be used to meet the needs of the citizens and how to sub-allocate the funding to meet the transportation needs, but the guidelines for each program used must be followed and trips accounted for by program used.

Transportation Needs and Public Involvement in Funding Decisions	Yes	No
A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?	**X**	

B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?	**X**	
C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	**X**	
Financial Management of ROAP Funds	**Yes**	**No**
D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?	**X**	
E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? ***(Include a sample agreement with application)***	**X**	
F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? ***(Their procurement practices will need to meet all federal and state requirements for procurement of professional services.)***		**X**
G. Are ROAP funds deposited in an interest-bearing account?		**X**
H. Does the county provide local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?		**X**
Monitoring and Oversight Responsibilities	**Yes**	**No**
I. Subrecipients of ROAP funds are required to provide sufficiently detailed progress reports and statistical data about trips provided and rider eligibility with ROAP funds. How frequently are these provided to the county? In what format? The County must be prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at a specific cost. What form of documentation is collected? **Quarterly reports are provided to the County documenting how the funds were spent including trips statistics, details and the fully allocated costs associated with the trips by the community transportation system.**	**X**	
J. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?	**X**	
K. Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the following programs? ***(Matching funds for operating assistance or purchase of service only.)*** 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program		
L. Will any of the subrecipients charge a fare for a ROAP funded trip? X		
M. Describe the eligibility criteria to be used in this county to determine who will be provided ROAP funded trips. What documents are used to determine eligibility? EDTAP funded trips support the elderly and disabled in Brunswick County. Eligibility is determined based on EDTAP/ROAP requirements and documentation is collected that certifies the recipient meets the age or disability required. Employment funded trips and services can be provided for individuals that have transitioned off the Work First or Temporary Assistance for Needy Families program within the last 12 months; participants in Workforce Development Programs; and/or the transportation disadvantaged public. Funding may also be used to assist the general public with employment-related transportation needs if they meet the eligibility criteria. RGP funds are used to support the general public in rural Brunswick County, therefore address and geographic data determines eligibility.		
N. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transportation System use fare revenue to generate the local 10% match requirement for RGP funds?	**X**	

CERTIFIED STATEMENT
FY2023
RURAL OPERATING ASSISTANCE PROGRAM
County of **Brunswick**

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e., CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race, or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2022 to June 30, 2023 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Brunswick North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2023 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of FY2023 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	**108,143**	**108,143**
Employment Transportation Assistance Program (EMPL)	**29,884**	**29,884**
Rural General Public Program (RGP)	**101,250**	**101,250**
TOTAL	**239,277**	**239,277**

WITNESS my hand and county seal, this _____ day of _____ , 2022 .

Signature of County Manager/Administrator

Signature of County Finance Officer

Printed Name of County Manager/Administrator

Printed Name of County Finance Officer

State of North Carolina County of

County Seal Here

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 4.
Clerk to the Board - Brunswick Community College Budget Review Form

From:
Daralyn Spivey

Issue/Action Requested:
Request that the Board of Commissioners approve the required budget request sign-off form stating that the Brunswick Community College Budget has been reviewed and approved for FY 2022-23.

Background/Purpose of Request:
Brunswick Community College requests that the County sign the required budget request sign-off form stating that the Community College Budget was reviewed and approved in the amount of $4,659,039 on June 20, 2022. This amount is $350,000 less than the total appropriation. The $350,000 for the Brunswick Guarantee is held on the Foundations' books.

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 required budget request sign-off form stating that the Brunswick Community College Budget has been reviewed and approved for FY 2022-23.

ATTACHMENTS:

Description

- FY 2022-23 BCC Budget Signature Page

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM
COLLEGE BUDGET: FY 2022-23

REQUIRED BUDGET REQUEST SIGN-OFF

The attached College Budget has been reviewed and approved on

September 15, 2022 by the Board of Trustees of

Brunswick Community College.

_____, Chairman.

The attached College Budget has been reviewed and approved in

the amount of $4,659,035.00 on June 20, 2022.

by the County Commissioners of Brunswick County.

_____, Chairman.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 5.
Clerk to the Board - Meeting Minutes - October 17 2022

From:
Daralyn Spivey

Issue/Action Requested:
Request the Board of Commissioners adopt the minutes from the October 17, 2022 Board 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 adopt the minutes from the October 17, 2022 Board Meeting.

ATTACHMENTS:

Description

- Meeting Minutes October 17 2022

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
October 17, 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 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, IT 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

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

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Thompson asked for adjustments to the agenda. Commissioner Sykes requested under Administrative Report Item 4 Sheriff's Office – ARPA Revenue Replacement Project Armored Vehicle and Item 5 Sheriff's Office – GHSP Traffic Unit Grant Award Acceptance be moved to the Consent Agenda. Commissioner Williams made the motion to approve the amended agenda. The motion was seconded by Vice - Chairman Forte and passed unanimously (4 to 0).

IV. PUBLIC COMMENTS

Mr. Nick Crowder, Chair for the Brunswick County Veterans Coalition wished to thank the Board for the support of the 15K veterans in Brunswick County.

Ms. Denise Donnelly spoke to the ARPA Fund expenditures regarding the armored vehicle purchase by the Sheriff's Office.

Mr. Nick Cherasaro spoke to the upcoming tax revaluation and the need for the Commissioner's Meetings to be broadcasted.

V. APPROVAL OF CONSENT AGENDA

DRAFT

Commissioner Williams moved to approve the Consent Agenda. The motion was seconded by Commissioner Sykes and passed unanimously (4 to 0). See individual items for approval status:

1. **Administration - Brunswick County Schools Contracts with Becker Morgan Group design contract for Science Room Renovation (Middle and High Schools) School Addition - Approved**
   The Board approved and authorized the Chairman to sign the Becker Morgan Group, Inc design contract in the amount of $304,600 for Science Room Renovations for middle and high schools.

2. **Clerk to the Board - Meeting Minutes- Approved**
   The Board approved the meeting minutes for October 3, 2022.

3. **County Attorney - Extension of Grant Term - Approved**
   The Board approved to extend the termination date for the NC Department of Commerce grant for the Pacon economic development project for one year, until April 18, 2023

4. **County Attorney – Goose Lane Extension Water DOD - Approved**
   The Board accepted the Deed of Dedication for water infrastructure for Goose Lane Extension, located in Shallotte Township.

5. **Emergency Services - Bald Head Island Ambulance Franchise and Contract - Approved**
   The Board approved the annual ambulance franchise agreement and contract for the Village of Bald Head Island Fire/EMS to provide EMS coverage on Bald Head Island, as part of the Brunswick County EMS System. This contract also includes an annual payment of $298,500.00 to support the services provided on Bald Head Island.

6. **Emergency Services - Brunswick Search and Rescue Contract – Approved**
   The Board approved the contract with Brunswick Search and Rescue. This contract includes county funding in the amount of $10,000.00 that was approved in the FY22/23 budget.

7. **Emergency Services - Columbus County EMS Ambulance Franchise - Approved**
   The Board approved the ambulance franchise agreement for Columbus County Emergency Medical Services, Inc. for providing non-emergency ambulance services within Brunswick County.

8. **Emergency Services - Med1 NC Services LLC – Approved**
   The Board approved the annual ambulance franchise agreement with Med1 NC Services, LLC. This agreement is an annual agreement between Brunswick County and Med 1 NC Services, LLC; for them to provide non-emergency ambulance transport services within the County

9. **Emergency Services - North Carolina Emergency Management Exercise Competitive Grant – Approved**
   The Board approved a grant application for the North Carolina Emergency Management Exercise Grant program for a Cyber Exercise.

10. **Emergency Services - Novant Health Vitalink Airlink Ambulance Franchise Agreement – Approved**
    The Board approved the annual ambulance franchise agreement for Novant Health Vitalink Airlink. They provide non-emergency transports within Brunswick County.

11. **Emergency Services - Oak Island Water Rescue Agreement - Approved**

DRAFT

The Board approved the contract with Oak Island Water Rescue for the provision of water rescue services. This contract includes an annual payment of $9000.00 for their services.

12. Finance - Fiscal Items- Approved

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

-Northeast Brunswick Capital and Replacement Rollover Budget Amendment
Appropriated $1,334 of interest and fund balance of $341,472 for rollover of Northeast Brunswick Regional Capital and Replacement funds transfer to reserve after year end June 30, 2022 reconciliation.

-Ocean Isle Beach Capital and Replacement Rollover Budget Amendment
Appropriated $310 of interest and fund balance of $85,541 for rollover of Ocean Isle Beach Capital and Replacement funds transfer to reserve after year end June 30, 2022 reconciliation.

-West Brunswick Capital and Replacement Rollover Budget Amendment
Appropriated $417 of interest and fund balance of $405,447 for rollover of West Brunswick Regional Capital and Replacement funds transfer to reserve after year end June 30, 2022 reconciliation.

-Airport Grants Budget Amendment and CPO
Appropriated $450,000 of state capital infrastructure grant funds with no local match required as awarded in grant 36244.58.15.1, $13,469 of 2019 Federal NPE grant funds with local match required of $1,497 as awarded in grant 36237.45.19.1, $166,666 of 2020 Federal NPE with no local match, and $166,666 of 2021 Federal NPE grant funds with no local match required as awarded in grant 36237.45.19.2 by NCDOT-Division of Aviation.

-Wastewater Insurance Proceeds Budget Amendment
Appropriated $15,889 of insurance proceeds for necessary repairs due to lightning strike.

-Professional Services Budget Amendment
Appropriated fund balance of $87,209 for remainder of contract with Ward and Smith PA and The Ferguson Group to represent Brunswick County with regard to its government relations work and associated issues thru April 2023.

-Financial Reports for September 2022 (unaudited)
Included are Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All fiscal year to date reports are provided at: http://brunswickcountync.gov/finance/reports

13. Human Resources - Policy #310 Amendment – Approved

The Board approved an amendment to Policy#310, Section 2.1 retroactively to October 3, 2022 to align with an update to County timekeeping procedures.

14. IT - CivicPlus Statement of Work- Department Header Package for Elections Department Webpage – Approved

The Board approved the Statement of Work for the implementation of CivicPlus' Premium Department Header Package for CivicEngage to be used for the Brunswick County Elections Department. Incorporating this premium package into CivicEngage will provide the Elections Department with additional functionality and flexibility allowing them to have a page specific site ID, navigation, banner, graphic links, colors, and design styles providing desired uniqueness while following the main site layout.

15. Sheriff's Office - GHSP LEL Grant Award Acceptance – Approved

The Board accepted a grant award with the North Carolina Governor's Highway Safety Program (GHSP) which will allow for federal funding to assist with the Law Enforcement Liaison position currently held by a Sheriff's Office Lieutenant. The total value of the grant is $25,000 with no county match required.

16. Tax Admin - October 2022 MV Discovery Valuation & Levy for September 2022 – Approved

DRAFT

The Board approved the October 2022 motor vehicle value & levy discoveries created in September 2022.

17. Tax Admin - October 2022 Releases – Approved
The Board approved the October 2022 releases.

18. Tax Administration - Schedule of Values for 2023 Revaluation – Approved
The Board approved the Schedule of Values for use in the 2023 countywide reappraisal. The Resolution reads as follows:

ORDER ADOPTING FINAL UNIFORM SCHEDULES OF VALUES, STANDARDS AND RULES 2023 COUNTY-WIDE REVALUATION

WHEREAS, pursuant to G.S. 105-286, Brunswick County will reappraise all real property in accordance with the provisions of G.S. 105-283 and G.S. 105-317; and

WHEREAS, pursuant to the provisions of G.S. 105-317, the Assessor for Brunswick County has submitted proposed Uniform Schedules of Values, Standards and Rules to the Board of Commissioners, which proposed Schedules have been available for public inspection since September 19, 2022 and were considered at a public hearing held on October 3, 2022; and

WHEREAS, a notice has been published in the Brunswick Beacon of the submission to the Board of Commissioners of the proposed Schedules and the notice of public hearing.

NOW, THEREFORE, IT IS ORDERED that the final Uniform Schedules of Values, Standards and Rules associated with this Order are hereby adopted pursuant to G.S. 105-317 and approved for use in appraising real property at its true value and at its present-use value as of January 1, 2023. A Notice of the adoption of this Order shall be published once a week for four successive weeks in the Brunswick Beacon: and the final Schedules shall be available for public inspection at the Office of the County Assessor and available on the County's website at https://www. brunswickcountync.gov/tax-office/2023-revaluation-faq/

This 17th day of October 2022

Randy Thompson, Chair
Brunswick County Board of Commissioners

ATTEST:
Daralyn Spivey, NCCCC
Clerk to the Board

19. Utilities - OIB WWTP Infiltration Basin Study Task Order No. 5 - Approved
The Board authorized the Chairman and Clerk to the Board to execute the Task Order No. 5 with ECS Southeast, LLP in an amount of $36,500 for services associated with the On-Call Engineering Contract.

20. Utilities - Ratify Grant Application Form - NWWTP Reverse Osmosis Project - Approved
The Board ratified the Brunswick County Grant Application Evaluation Form.

21. Sheriff's Office - ARPA Revenue Replacement Project - Armored Vehicle – Approved
The Board approved one of the Revenue Replacement Projects that is part of the overall American Rescue Plan Act (ARPA) implementation. This project, titled "Armored Rapid Response Vehicle" on the approved list, is the purchase of a specialty vehicle for the Sheriff's Office at a value of just under $330,000. Further request the Board of Commissioners award the contract for this project to Lenco Industries Inc. utilizing the North Carolina Sheriffs' Association Fire/EMS/Law Enforcement Specialty Vehicles Procurement Program Contract.

DRAFT

22. **Sheriff's Office - GHSP Traffic Unit Grant Award Acceptance – Approved**
The Board accepted a grant award with the North Carolina Governor's Highway Safety Program (GHSP) which will allow for the creation of a Traffic Unit at the Sheriff's Office. The grant provides for federal funding of three deputy positions, vehicles, and associated equipment. The total value of the grant is $331,367.00 with a 15% county match of $58,477 for a total project cost of $389,844 the first year.

VI. PRESENTATION

1. **Governing Body - Resolution Supporting Operation Green Light for Veterans**
Vice – Chairman Forte read and moved to approve the Resolution recognizing Operation Green Light for Veterans. The motion was seconded by Commissioner Williams and passed unanimously (4 to 0). The Resolution reads as follows:

RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than $52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, Brunswick County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted.

NOW THEREFORE BE IT RESOLVED, with designation as a Green Light for Veterans County, Brunswick County hereby declares from November 7-13, 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; and

BE IT FURTHER RESOLVED, that in observance of Operation Green Light, Brunswick County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

Adopted this the 17th day of October 2022.

Randy Thompson
Chairman, Board of Commissioners

Daralyn Spivey NCCCC, CMC
Board Clerk

VII. ADMINISTRATIVE REPORT

1. **Administration - Inclement Weather Pay 9/30/22**
Mr. Stone requested the approval of a one-time payment of up to one normal shift's pay to each essential employee for the hours worked on any shift that began during 9/30/22. Vice – Chairman Forte made the motion to approve the request. The motion was seconded by Commissioner Williams and passed unanimously (4 to 0).

DRAFT

2. **Parks & Recreation - Capital and Deferred Maintenance**
   Mr. Perkins requested the Board appropriate available Fund Balance to pay-go operating improvements previously identified in the 5-Year Capital Improvement Plan for park repair, maintenance, and capital improvements. Commissioner Williams made the motion to approve the request. The motion was seconded by Vice – Chairman Forte and passed unanimously (4 to 0).

3. **Planning - Municipal Planning Services for Town of Sandy Creek**.
   Ms. Dixon presented the Board with a request from Mayor Glenn Marshall of Sandy Creek requesting the County assume the processes for Planning and Zoning. Commissioner Williams made the motion to approve the above request. The motion seconded by Vice – Chairman Forte and passed unanimously (4 to 0).

4. **Utilities - UOC Building Expansion Project**
   Mr. Lockamy requested the Board to authorize the Chairman and Clerk to the Board to execute the contract with Paragon Building Corporation in the amount of $1,512,976 for the construction of the Utility Operations Center Building Expansion project, approve additional funds in the amount of $520,576 for the project, authorize the associated budget amendment, and authorize the Notice to Proceed. Commissioner Williams made the motion to approve the request. The motion was seconded by Vice – Chairman Forte and passed unanimously (4 to 0).

VIII. OTHER BUSINESS/INFORMAL DISCUSSION

1. **Amendment to Agenda Discussion**
   Commissioner Sykes wished to clarify her amendment to the agenda regarding:
   a. Sheriff's Office ARPA Revenue Replacement Project – Armored Vehicle her request to move the item to Consent was due to the funding already being designated and approved at a prior meeting by this Board.
   b. Sheriff's Office – GHSP Traffic Unit Grant Award was due to the need to increase patrols around the County with the increase of traffic on County roads.

IX. ADJOURNMENT

Vice – Chairman Forte moved to adjourn the meeting at 7:04 p.m. The motion was seconded by Commissioner Williams and passed unanimously (4 to 0).

23. ADJOURNMENT

_____
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
November 7, 2022

Action Item # V. - 6.
County Attorney - Bella Point, Ph 2 Subdivision DOD

From:
Asst. County Attorney--Bryan Batton

Issue/Action Requested:
Consider accepting the Deed of Dedication for water and sewer infrastructure for Bella Point, Phase 2, Subdivision.

Background/Purpose of Request:
J&S Land Development, LLC has submitted a Deed of Dedication for water and sewer infrastructure in Bella Point, Phase 2, Subdivision. 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
$ 161,512.00 for water
$ 188,965.00 for sewer

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for water and sewer infrastructure from J&S Land Development, LLC.

County Manager's Recommendation:
Recommend that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure for Bella Point, Phase 2, Subdivision.

ATTACHMENTS:

Description

- Bella Point Phase 2 Subdivision DOD

Prepared by: Rachel M. Benge, Davis Hartman Wright LLP, 330 Military Cutoff Road Ste A-2, Wilmington, NC 28405

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this 17th day of August , 2022, by and between J&S LAND DEVELOPMENT LLC, a North Carolina limited liability company with an office and place of business in New Hanover 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, party of the second part, hereinafter referred to as Grantee; whose mailing address is PO Box 249, Bolivia, NC 28422.

WITNESSETH:

WHEREAS, Developer is the owner and developer of a tract or parcel located in Lockwood Folly Township, Brunswick County, North Carolina, known as Bella Point; and

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

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

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

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

All water and sewer pipelines, equipment, and apparatuses used in the water distribution system and sewer collection system that is constructed upon the property more fully depicted in the plat recorded at Map Cabinet 141, Page 53-57, which plat is hereby incorporated by reference as if fully set forth herein, and also shown on the asbuilt record drawings prepared by Norris & Tunstall Consulting Engineers, P.C. dated 8-15-2022 and attached herein as Exhibit A.

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

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

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

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

SIGNATURE PAGE FOLLOWS

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

J&S Land Development LLC

By: _____
Steve Shuttleworth, Manager

State of North Carolina
County of New Hanover

I, a Notary Public of the County and State aforesaid, do hereby certify that Steve Shuttleworth personally came before me this day and acknowledged that he is Manager of J&S Land Development LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official seal, this 17 day of August, 2022.

MICHELLE E. CARLISLE
NOTARY PUBLIC
NEW HANOVER COUNTY
North Carolina
My Commission Expires July 5, 2025

_____
Notary Public

My Commission Expires: 05 July 2025

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit were accepted by the Brunswick County Board of Commissioners on the ____ day of _____, 2022.

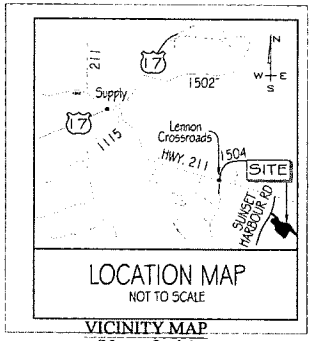
Brunswick County Board of Commissioners

By: _____
Name: _____
Title: _____

Attest:

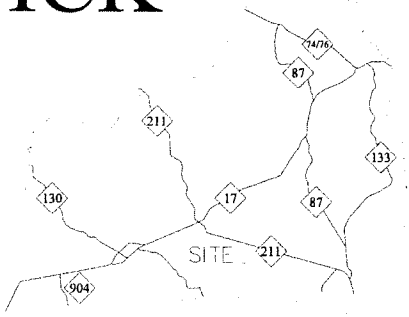
By: _____
Name: _____
Title: _____

COUNTY OF BRUNSWICK



VICINITY MAP
(Not to Scale)

ALL ELEVATIONS ARE
ON SEA LEVEL NGVD 29

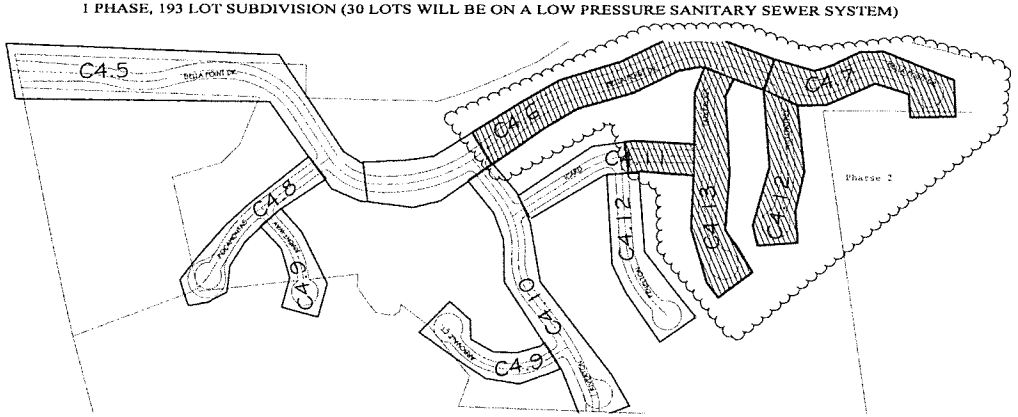


PARCEL ID #: 2020000103

BELLA POINT

OWNER
J&S LAND DEVELOPMENT, LLC
8630 KIVER ROAD
WILMINGTON, NC 28412
PHONE: 719-499-1373

TYPE OF WORK:
1 PHASE, 193 LOT SUBDIVISION (30 LOTS WILL BE ON A LOW PRESSURE SANITARY SEWER SYSTEM)



INDEX OF SHEETS (PH. 2)

C	:	BRUNS. CO. COVER
C4.1	:	UTILITY
C4.3	:	UTILITY
C4.4	:	UTILITY
PR4.6	:	PLAN AND PROFILE
PR4.7	:	PLAN AND PROFILE
PR4.11	:	PLAN AND PROFILE
PR4.12	:	PLAN AND PROFILE
PR4.13	:	PLAN AND PROFILE
C7-7.1	:	WATER DETAILS
C8-8.1	:	SEWER DETAILS
C9-9.2	:	W&S DETAILS

AS-BUILT DRAWING DATE: 08/11/22

THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.

DESIGNER
J. PHILLIP NORRIS, P.E.
NORRIS & TUNSTALL CONSULTING ENGINEERS, P.C.
1429 ASH-LITTLE RIVER RD
ASH, NC 28420
PHONE: 910-287-5900
FAX: 910-287-5902
EMAIL: pnorris@ntengineers.com

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."

NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 11968 JOHN PHILLIP NORRIS

8/15/2022

DATE: 08/11/22

SUBMITTAL: ASBUILT

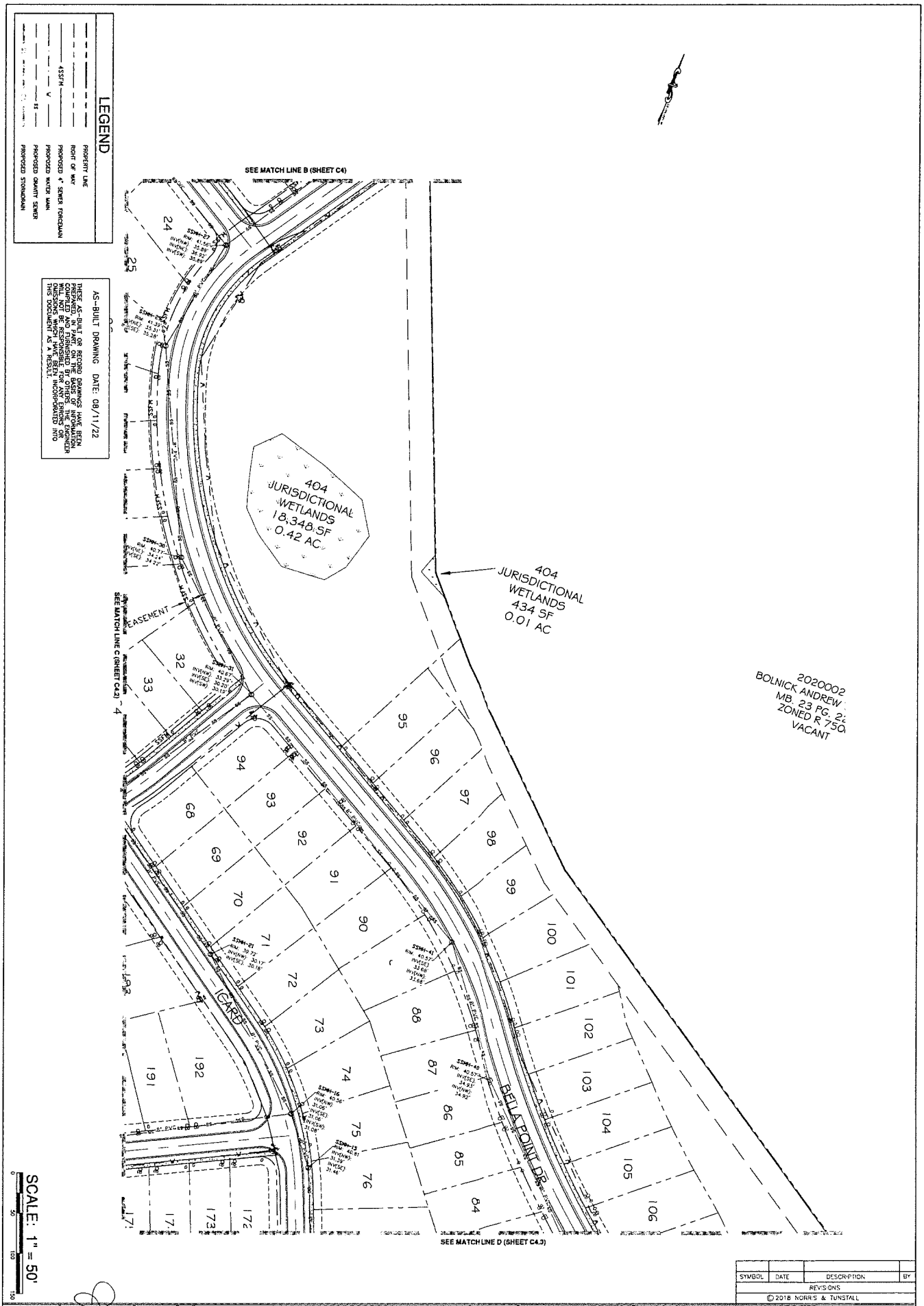
PROJECT NAME: BELLA POINT - PHASE 2
LOCATION: SUNSET HARBOR RD
OWNER: J&S LAND DEVELOPMENT, LLC
DESIGNER: NORRIS & TUNSTALL

TECH: ZAC
DES: JPN
CHK: JPN

PROJECT NO. #19010

SHEET NO. C

EXHIBIT A 1



SYMBOL	DATE	DESCRIPTION	BY
REVISIONS			

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C4.1

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.

2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-7653

1429 ASH-LITTLE RIVER RD. NW
ASH, NC 28420
PHONE (910) 287-5900

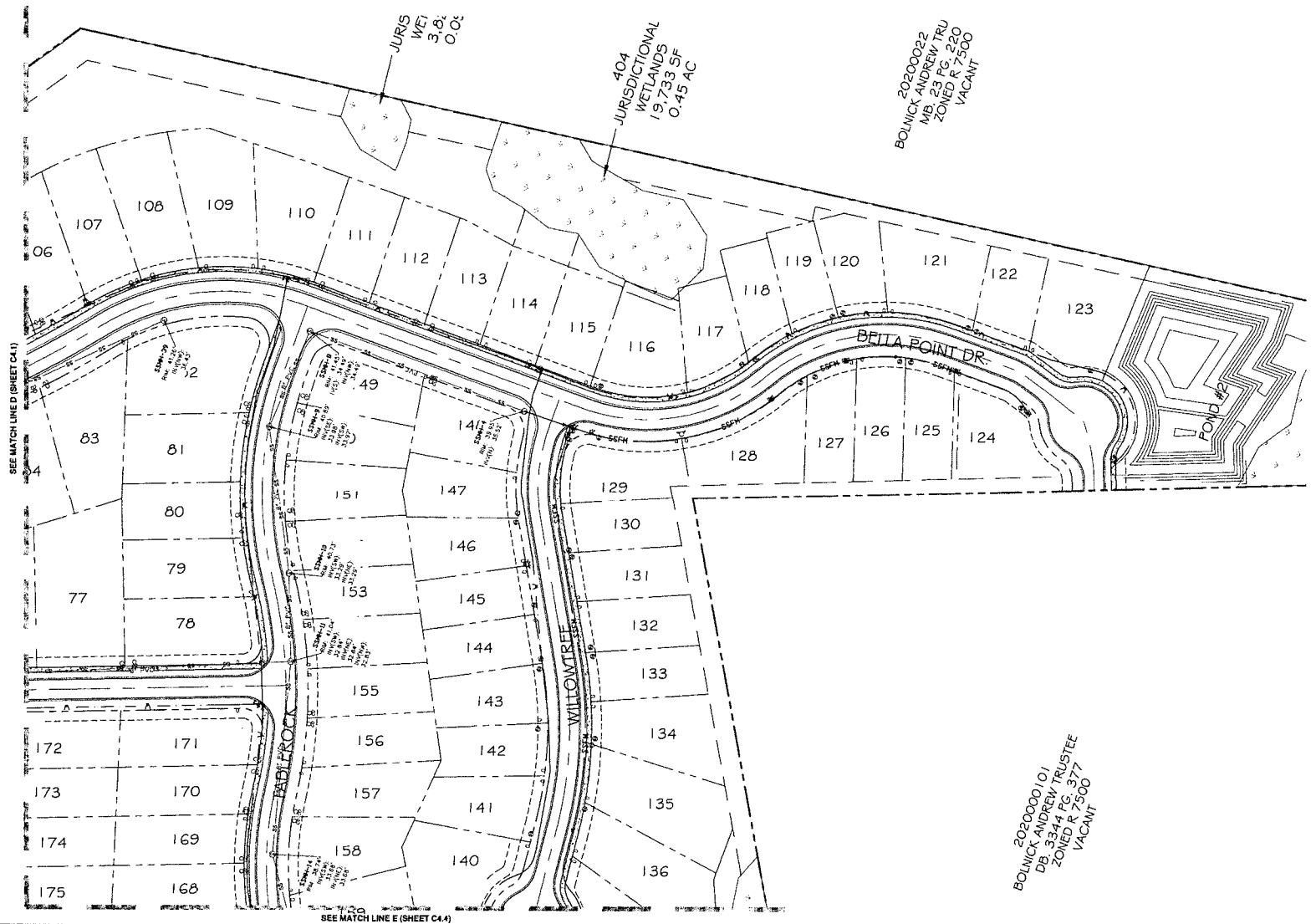
License #C-3641

DRAWN: JPH
CHKD: TJS
DATE: 08/11/22

19010

OWNER:
J&S LAND DEVELOPMENT, LLC
8630 RIVER ROAD
WILMINGTON, NC 28412
719-499-1373

UTILITY - ASBUILT - PHASE 2
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA



LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- 4SSFM — PROPOSED 4" SEWER FORCEMAIN
- W — PROPOSED WATER MAIN
- SS — PROPOSED GRAVITY SEWER
- SSFM — PROPOSED LP SSFM
- PROPOSED STORMDRAIN

AS-BUILT DRAWING DATE: 08/11/22

THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.

SCALE: 1" = 50'

SYMBO.	DATE	DESCRIPTION	BY
		REVISIONS	

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UTILITY - ASBUILT - PHASE 2

BELLA POINT

SUNSET HARBOR RD.

BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
J&S LAND DEVELOPMENT, LLC
8630 RIVER ROAD
WILMINGTON, NC 28412
719-459-1373

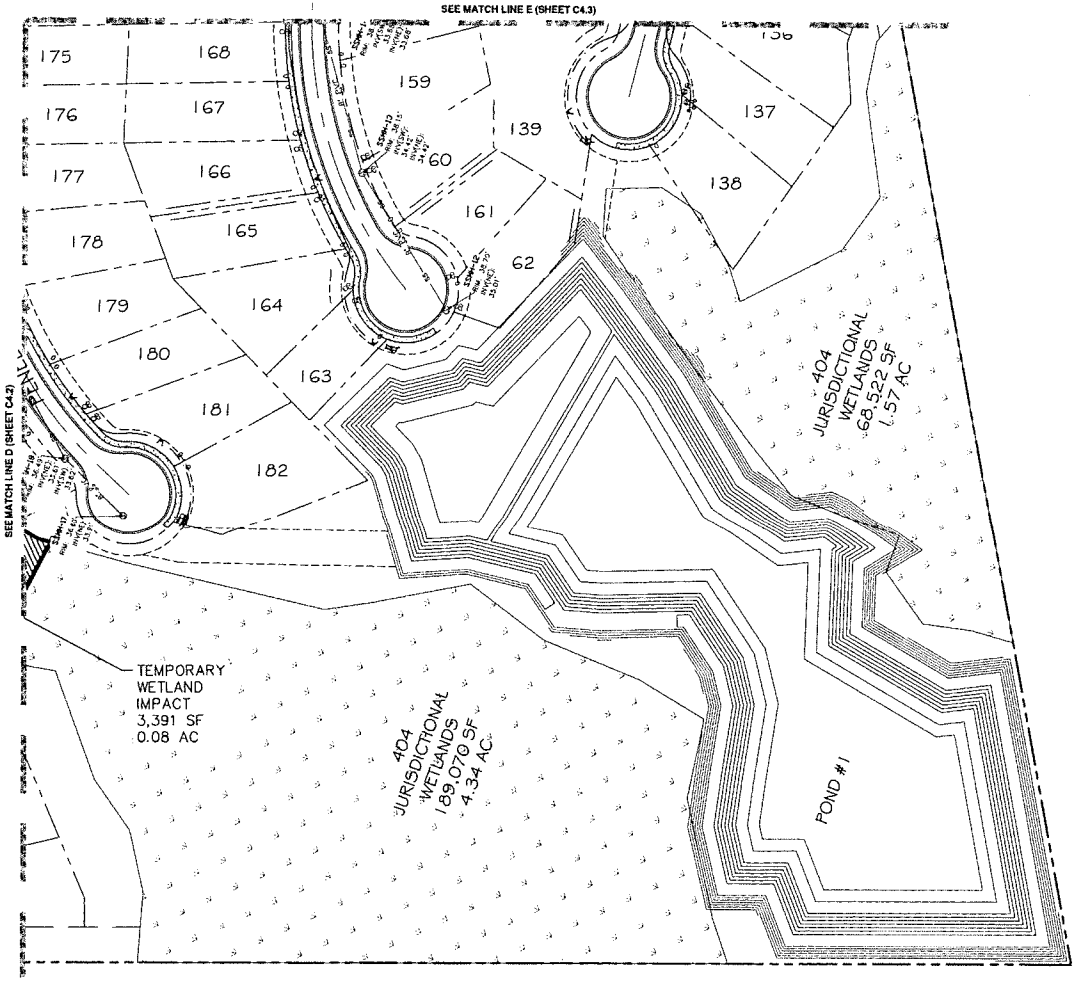
NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
Licence #C-3641
2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE: (910) 343-9655
1429 ASH LITTLE RIVER RD. NW
ASH, NC 28420
PHONE: (910) 287-5900

19010

DES. JPN
D.D. JPN
DRWN. TJS
DATE 08/11/22

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19661 JOHN PHILLIP NORRIS
8/15/22

C4.3



SYMBOL	DATE	DESCRIPTION
		REVISIONS

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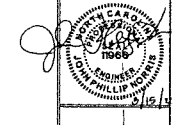
UTILITY - ASBUILT - PHASE 2
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
J&S LAND DEVELOPMENT, LLC
8630 RIVER ROAD
WILMINGTON, NC 28412
713-499-1373

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2502 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-9655
1429 ASH-LITTLE RIVER RD., NW
ASH, NC 28420
PHONE (910) 287-5900
Licence #C-3411

19010

DES. JPN
DRG. JPN
CHK. TJS
DATE 08/11/22



C4.4

LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- 4SSFM — PROPOSED 4" SEWER FORCEMAIN
- W — PROPOSED WATER MAIN
- SS — PROPOSED GRAVITY SEWER
- SSFM — PROPOSED LP SSFM
- PROPOSED STORMDRAIN

AS-BUILT DRAWING DATE: 08/11/22

THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.

SCALE: 1" = 50'
0 50 100 150

AS-BUILT DRAWING DATE: 08/11/22

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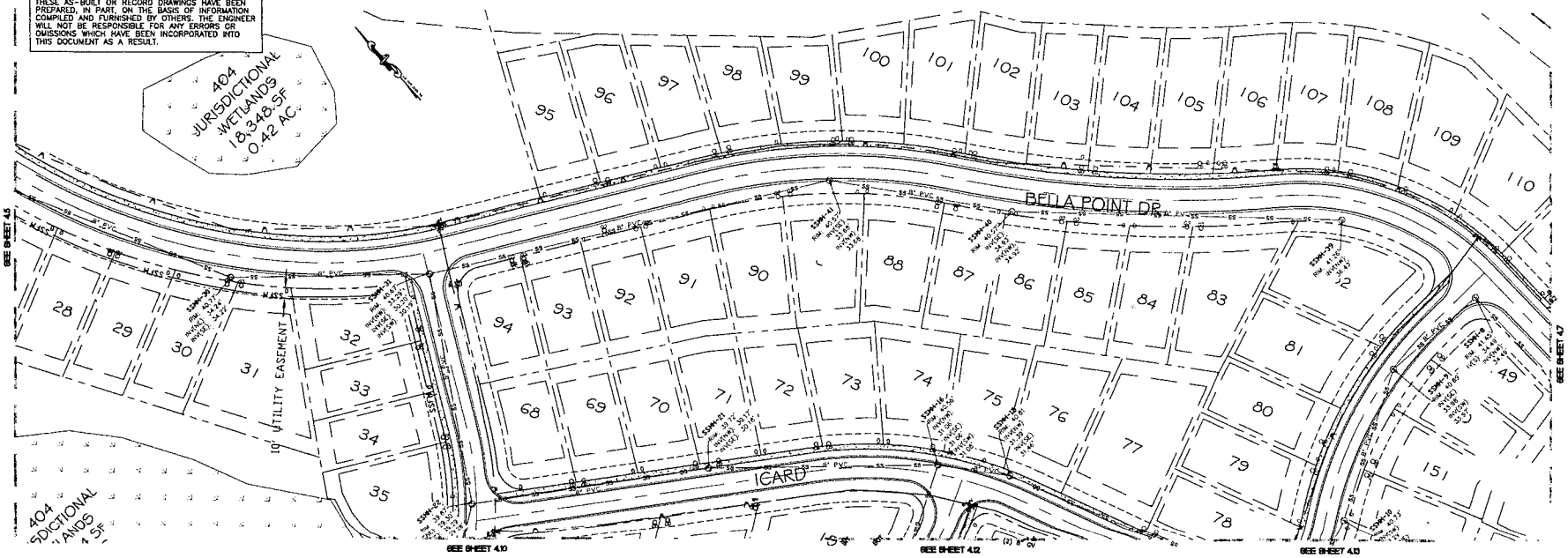

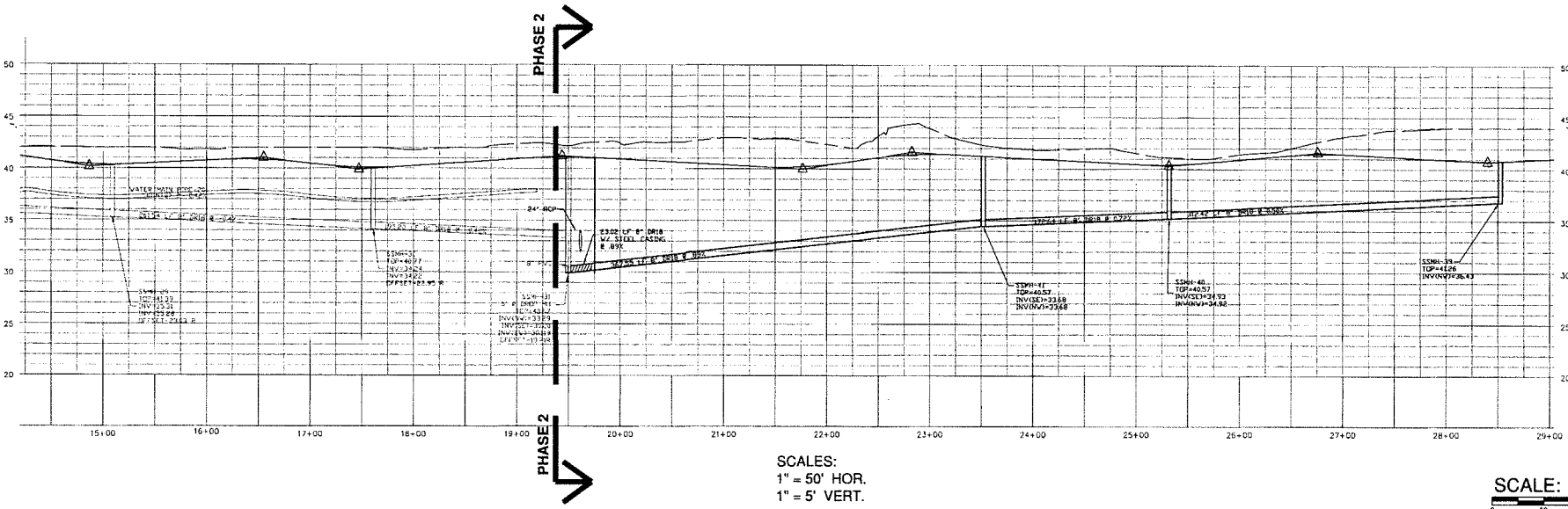

SCALES:
1" = 50' HOR.
1" = 5' VERT.

SCALE: 1" = 50'
0 50 100 150

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

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PLAN & PROFILE - ASBUILT - PHASE 2
BELLA POINT.
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
J&S LAND DEVELOPMENT, LLC
8630 RIVER ROAD
WILMINGTON, NC 28412
919-499-1353

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 452-0661
1429 ASH-LITTLE RIVER RD., NW
ASH, NC 28420
PHONE (910) 287-9000
License #C-3641

19010

DES.	JPN
DD.	JPN
DRWN.	TJS
DATE	08/11/22

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 15661 JOHN PHILLIP NORRIS 8/16/22

PR4.6

AS-BUILT DRAWING DATE: 08/11/22

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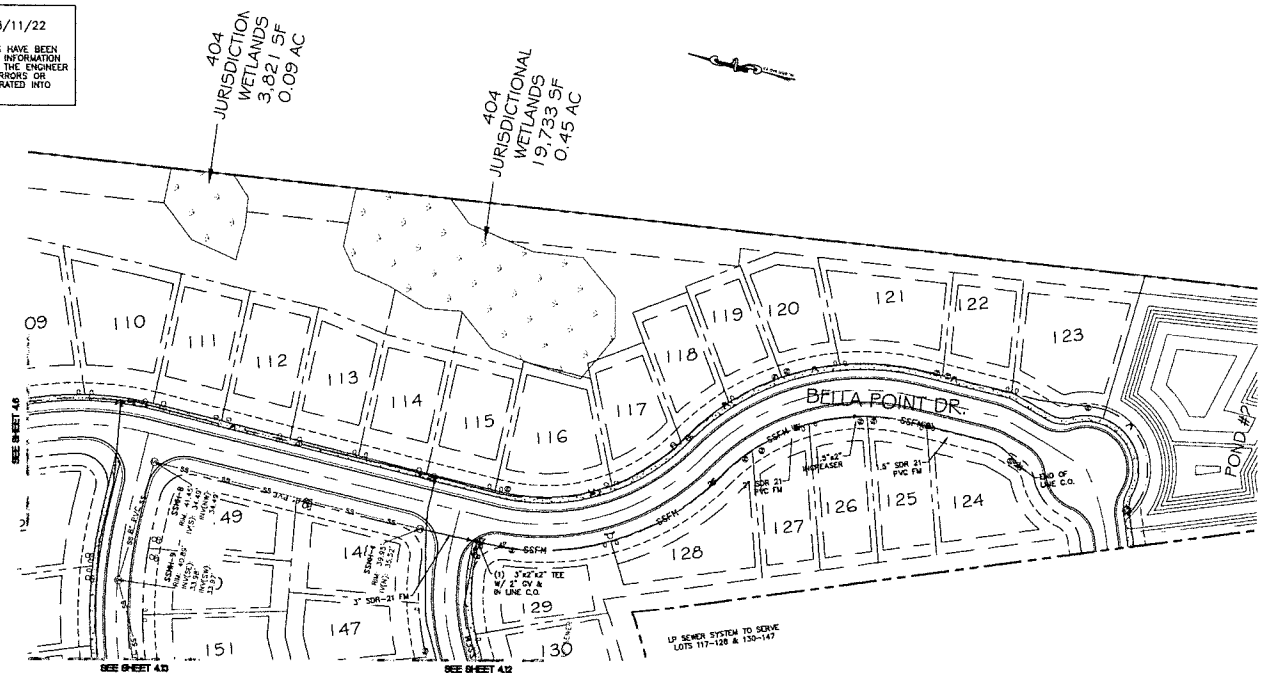

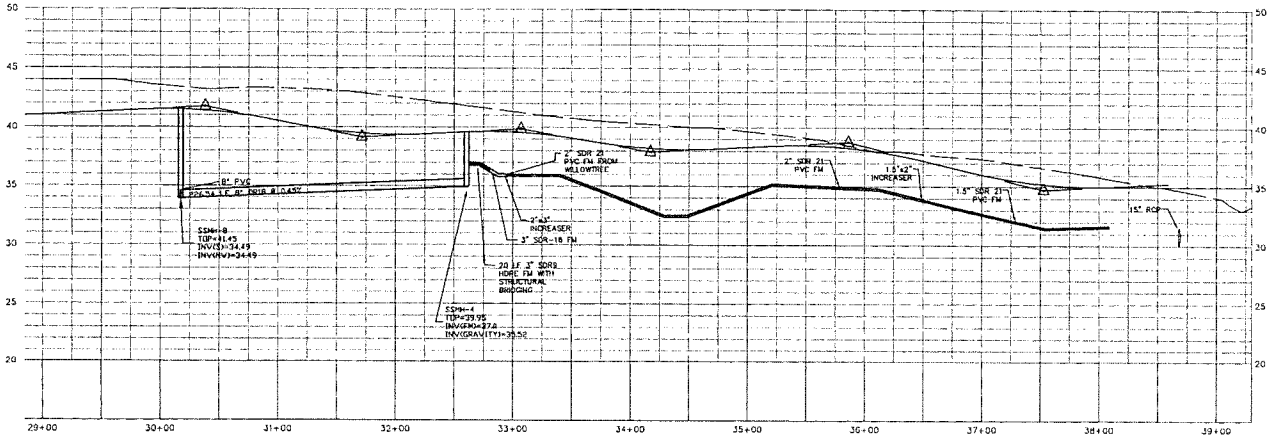

SCALES:
1" = 50' HOR.
1" = 5' VERT.

SCALE: 1" = 50'
0 50 100 150

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

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PLAN & PROFILE - ASBUILT - PHASE 2
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
J&S LAND DEVELOPMENT, LLC
9230 RIVER ROAD
WILMINGTON, NC 28412
719-499-1373

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2932 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE: (910) 343-1653
1429 ASH-LITTLE RIVER RD., NW
ASH, NC 28420
PHONE: (910) 287-5900
Licence #C-3641

19010

DES.	JPN
CHD.	JPN
DRWN.	TJS
DATE	08/11/22

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19603 JOHN PHILLIP NORRIS 08/11/22

PR4.7

AS-BUILT DRAWING DATE: 08/11/22

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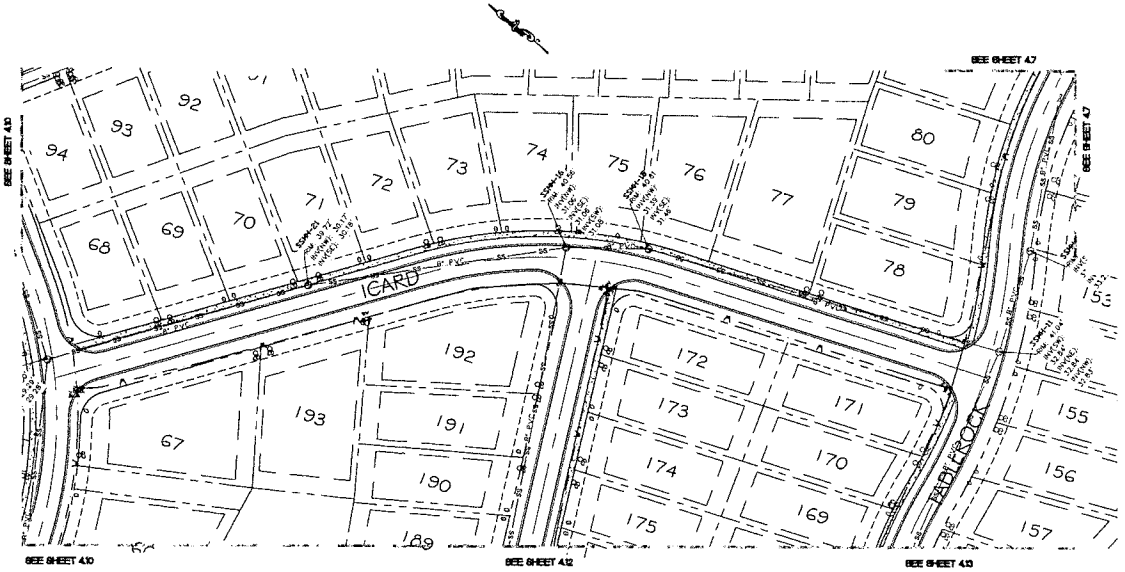

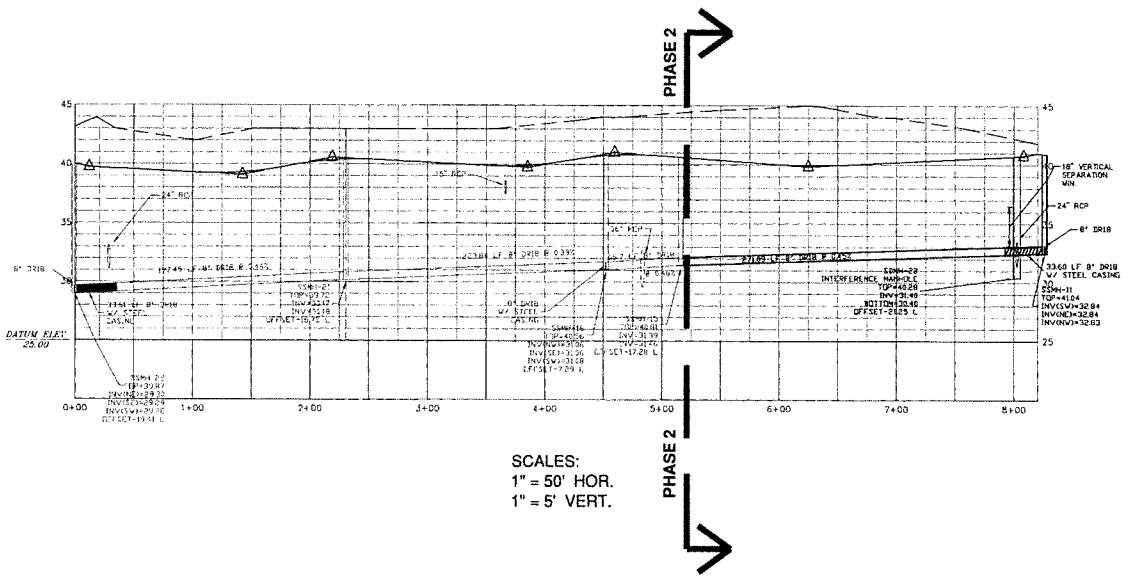

SCALES:
1" = 50' HOR.
1" = 5' VERT.

SCALE: 1" = 50'
0 50 100 150

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

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PLAN & PROFILE - ASBUILT - PHASE 2
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
J&S LAND DEVELOPMENT, LLC
8630 RIVER ROAD
WILMINGTON, NC 28412
910-499-1373

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
269 INDEPENDENCE BLVD., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-9633
1425 ASHLEY LITTLE RIVER RD. NW
ASHLEY, NC 28425
PHONE (910) 287-5900
License #C-3641

19010

DES. JPN
DRN. TJS
CHK. JPN
DATE 08/11/22

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19068 JOHN PHILLIP NORRIS

PR4.11

AS-BUILT DRAWING DATE: 08/11/22

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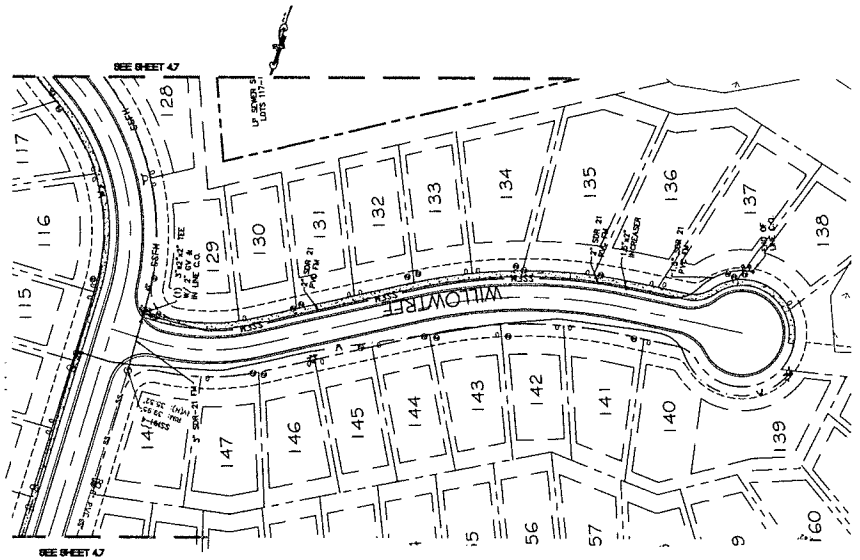

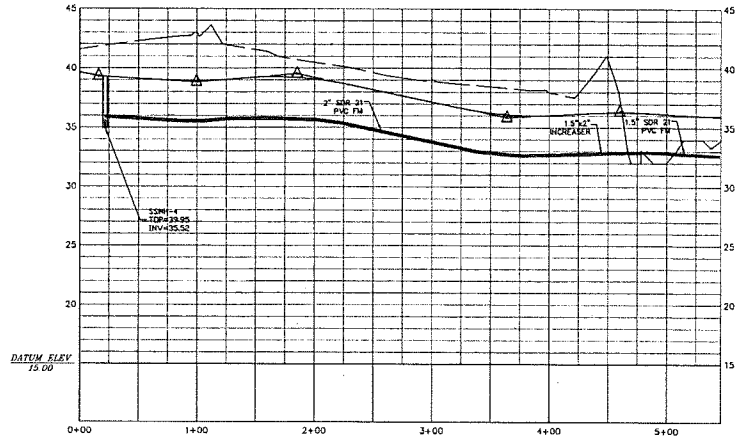

SCALES:
1" = 50' HOR.
1" = 5' VERT.

SCALE: 1" = 50'

0 50 100 150

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

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PLAN & PROFILE - ASBUILT - PHASE 2
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
J&S LAND DEVELOPMENT, LLC
8630 RIVER ROAD
WILMINGTON, NC 28412
719-499-1373

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-9655
1429 ASH-LITTLE RIVER RD. NW
ASH, NC 28420
PHONE (910) 287-5900
Licence #C-3641

19010

DES. JPN
DR. JPN
SHT. TJS
DATE 02/09/22

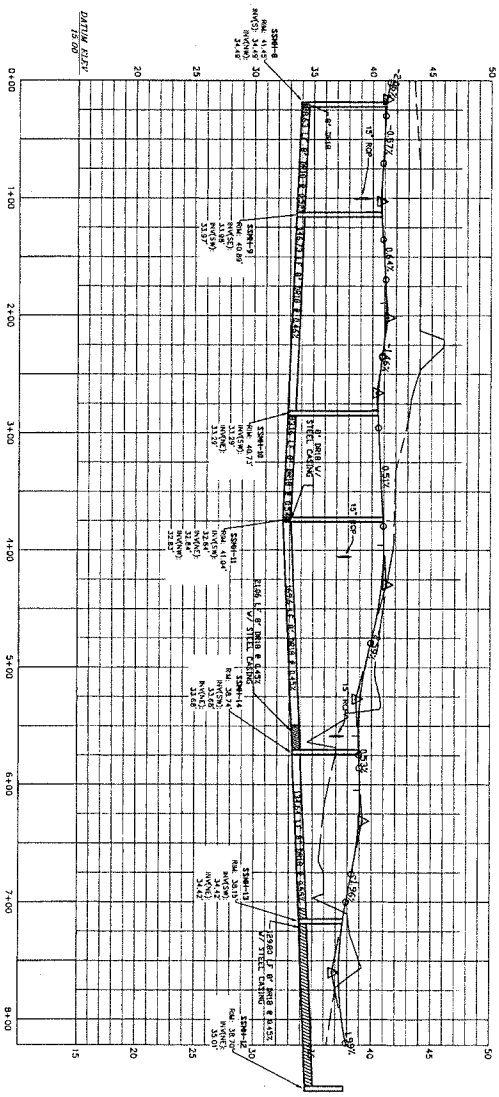
NORTH CAROLINA PROFESSIONAL SEAL 19661 ENGINEER PHILLIP NORRIS

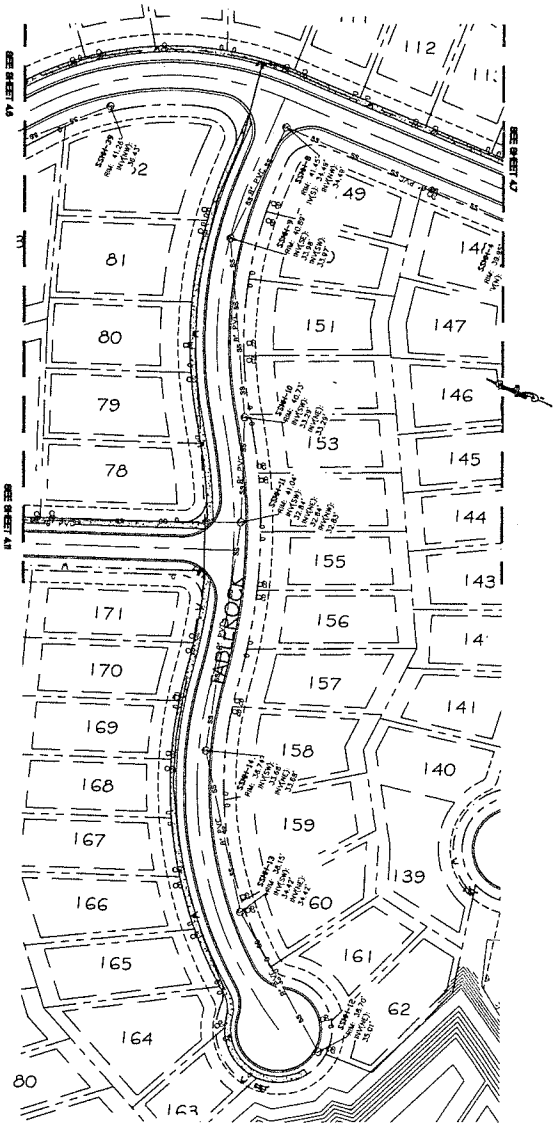
8/15/22

PR4.12

AS-BUILT DRAWING DATE: 08/11/22

THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN PREPARED BY OTHERS BASED ON INFORMATION COMPILED AND FURNISHED BY OTHERS. THE ENGINEER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN ON THIS DOCUMENT AS A RESULT.





SCALE: 1" = 50'

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

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PR4.13

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-9653
1429 ASH-LITTLE RIVER RD. NW
ASH, NC 28420
PHONE (910) 287-5900
License #C-3641

JOB	19010
DES.	MPN
DRN.	MPN
CHK.	TJS
DATE	02/09/22

OWNER:
J&S LAND DEVELOPMENT, LLC
8630 RIVER ROAD
WILMINGTON, NC 28412
719-499-1373

PLAN & PROFILE - ASBUILT - PHASE 2
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

Prepared by: Rachel M. Benge, Attorney – Davis Hartman Wright LLP, 330 Military Cutoff Road, Suite A-2, Wilmington, NC 28405

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF BRUNSWICK

J&S LAND DEVELOPMENT, LLC, a North Carolina limited liability company, with an office and place of business in New Hanover County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Lockwood Folly Township, Brunswick County, North Carolina, known as Bella Point, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.
2. That it has caused to be installed water distribution lines and sewer lines under and along the road right-of-ways property hereinafter described and referenced:

   All water and sewer pipelines, equipment, and apparatuses used in the water distribution system and sewer collection system that is constructed upon the property more fully depicted in the plat recorded at Map Cabinet 141, Page 53-57, which plat is hereby incorporated by reference as if fully set forth herein, and also shown on the asbuilt record drawings prepared by Norris & Tunstall Consulting Engineers, P.C. dated 8-15-2022 and attached herein as Exhibit A.

3. All the work which has been performed in the construction and installation of said water distribution lines and sewer lines described in paragraph 2, above, has been fully paid for and there are now no liens of any kind including any lien for labor or material against the subdivision property

which would in any way jeopardizes title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water lines and sewer lines installed therein which would in any way jeopardize title to the subdivision or the water distribution lines and sewer lines located therein.

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

J&S Land Development LLC

By: _____
Steve Shuttleworth, Manager

State of North Carolina
County of New Hanover

I, a Notary Public of the County and State aforesaid, do hereby certify that Steve Shuttleworth personally came before me this day and acknowledged that he is Manager of J&S Land Development LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

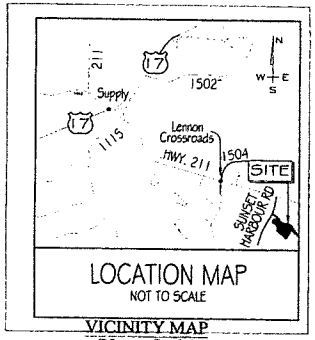
Witness my hand and official seal, this 6 day of Sept, 2022.

_____
Notary Public

My Commission Expires: 1/13/26

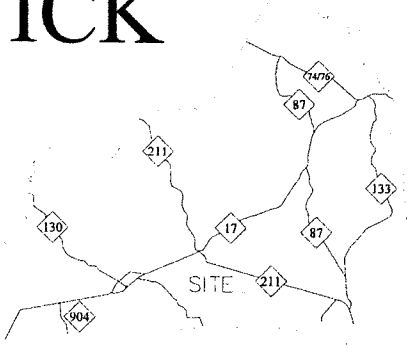
Nyllia Mann
NOTARY PUBLIC
New Hanover County, NC
My Commission Expires January 13, 2026

COUNTY OF BRUNSWICK



VICINITY MAP
(Not to Scale)

ALL ELEVATIONS ARE
ON SEA LEVEL NGVD 29

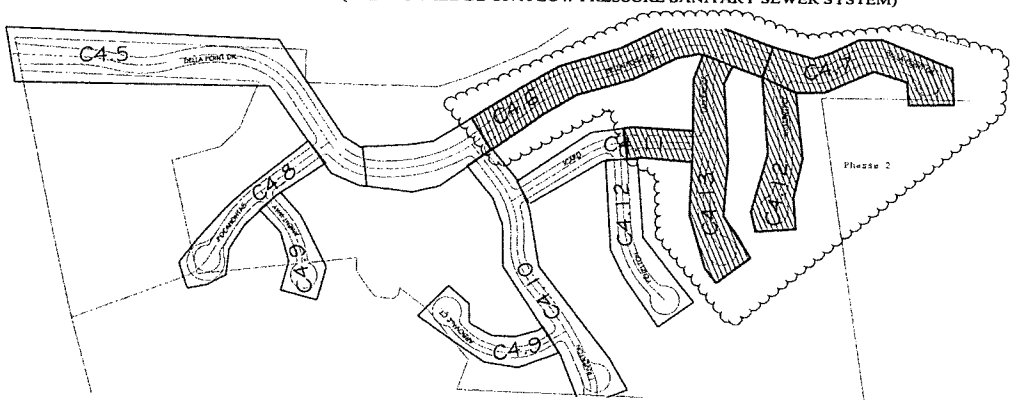


PARCEL ID #: 2020000103

BELLA POINT

OWNER
J&S LAND DEVELOPMENT, LLC
8630 RIVER ROAD
WILMINGTON, NC 28412
PHONE: 719-499-1373

TYPE OF WORK:
1 PHASE, 193 LOT SUBDIVISION (30 LOTS WILL BE ON A LOW PRESSURE SANITARY SEWER SYSTEM)



INDEX OF SHEETS (PH. 2)

C	:	BRUNS. CO. COVER
C4.1	:	UTILITY
C4.3	:	UTILITY
C4.4	:	UTILITY
PR4.6:		PLAN AND PROFILE
PR4.7:		PLAN AND PROFILE
PR4.11:		PLAN AND PROFILE
PR4.12:		PLAN AND PROFILE
PR4.13:		PLAN AND PROFILE
C7-7.1:		WATER DETAILS
C8-8.1:		SEWER DETAILS
C9-9.2:		W&S DETAILS

AS-BUILT DRAWING DATE: 08/11/22

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DESIGNER
J. PHILLIP NORRIS, P.E.
NORRIS & TUNSTALL CONSULTING ENGINEERS, P.C.
1429 ASH-LITTLE RIVER RD
ASH, NC 28420
PHONE: 910-287-5900
FAX: 910-287-5902
EMAIL: pnorris@ntengineers.com

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

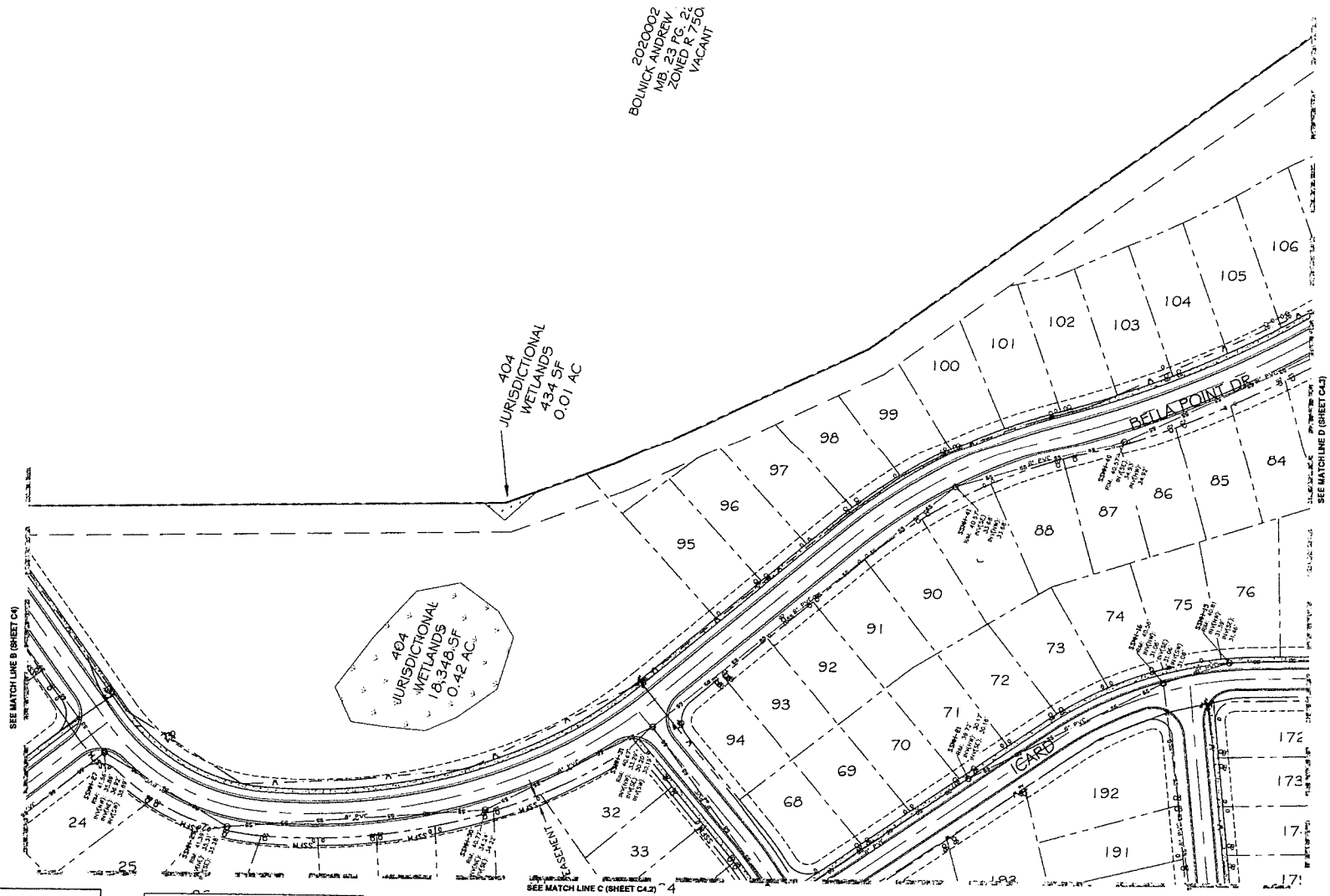
"ENGINEER'S CERTIFICATION OF COMPLIANCE WITH BRUNSWICK COUNTY SPECIFCATIONS AND DETAILS"
I hereby certify that the plans, details, and associated project specifications comply with the latest version, as of this date, of Brunswick County's Standard Specifications and Standard Details per standard engineering 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."

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19002 JOHN PHILLIP NORRIS

8/12/2022

DATE: 08/11/22
SUBMITTAL: ASBUILT
PROJECT NAME: BELLA POINT - PHASE 2
LOCATION: SUNSET HARBOR RD
OWNER: J&S LAND DEVELOPMENT, LLC
DESIGNER: NORRIS & TUNSTALL
TECH: ZAC
DES: JPN
CHK: JPN
PROJECT NO. #19010
SHEET NO. C

- EXHIBIT A -



LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- 4SSFM — PROPOSED 4" SEWER FORCEMAIN
- W — PROPOSED WATER MAIN
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- PROPOSED STORMDRAIN

AS-BUILT DRAWING DATE: 08/11/22

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SCALE: 1" = 50'

0 50 100 150

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

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UTILITY - ASBUILT - PHASE 2
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
I&S LAND DEVELOPMENT, LLC
8600 RIVER ROAD
WILMINGTON, NC 28412
773-497-1373

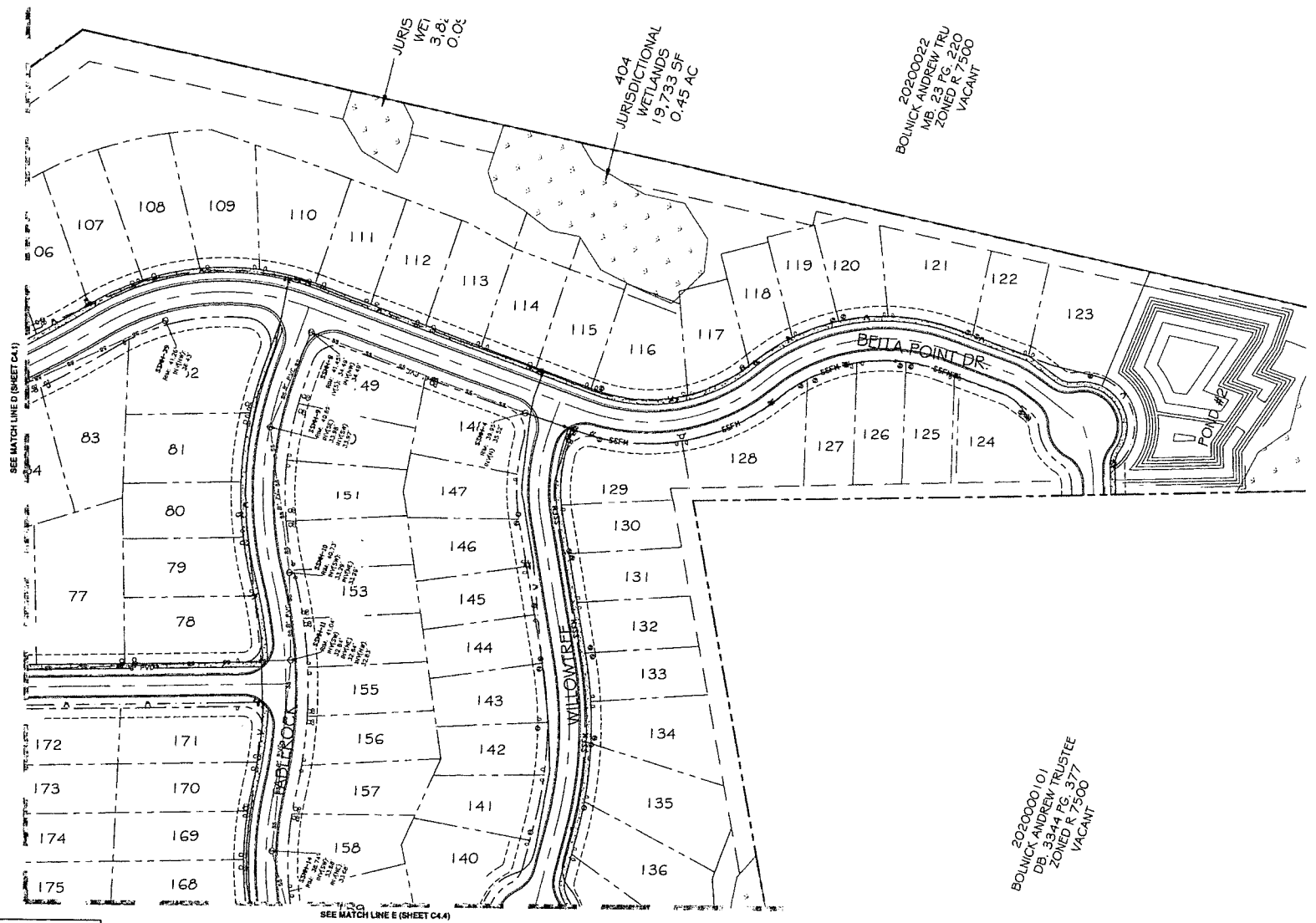
NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
3601 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-9651
1429 ASH-LITTLE RIVER RD.
FAYETTEVILLE, NC 28306
PHONE (910) 257-3900
Licence #C-3641

19010

DES. JPN
DRN. JPN
CHK. TJS
DATE 08/11/22

JON PHILLIP NORRIS
NORTH CAROLINA
PROFESSIONAL
SEAL
19661
ENGINEER
08/15/22

C4.1



LEGEND

- PROPERTY LINE
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0 50 100 150

SYMBOL	DATE	DESCRIPTION	BY
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UTILITY - ASBUILT - PHASE 2

BELLA POINT

SUNSET HARBOR RD.

BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
JAS LAND DEVELOPMENT, LLC
8630 RIVER ROAD
WILMINGTON, NC 28412
910-499-1373

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
LICENCE #C-3641
2602 HOOKS GATE DR., SUITE 102 WILMINGTON, NC 28412 PHONE: (910) 343-5633
1429 ASH LITTLE RIVER RD., STE A ANN, SC 29621 PHONE: (910) 297-5990

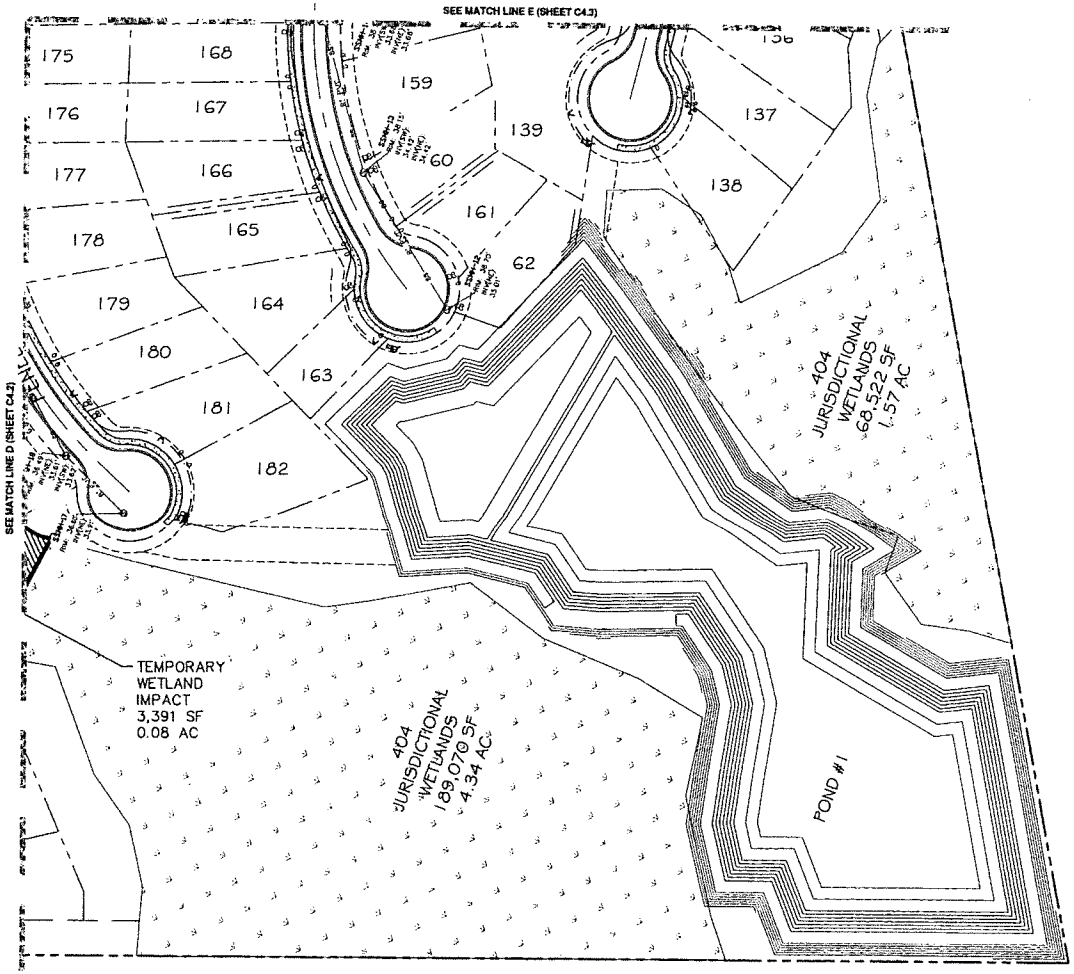
19010

DES. JPN
DRG. JPN
CHK. TS
DATE 08/11/22

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19068 JOHN PHILLIP NORRIS

8/15/22

C4.3



LEGEND

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SCALE: 1" = 50'

0 50 100 150

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

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UTILITY - ASBUILT - PHASE 2

BELLA POINT

SUNSET HARBOR RD.

BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
JAS LAND DEVELOPMENT, LLC
8650 RIVER ROAD
WILMINGTON, NC 28412
910-499-1373

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
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2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-1633
1129 ASH-LITTLE RIVER RD NW
ASH, NC 28420
PHONE (910) 287-2900

19010

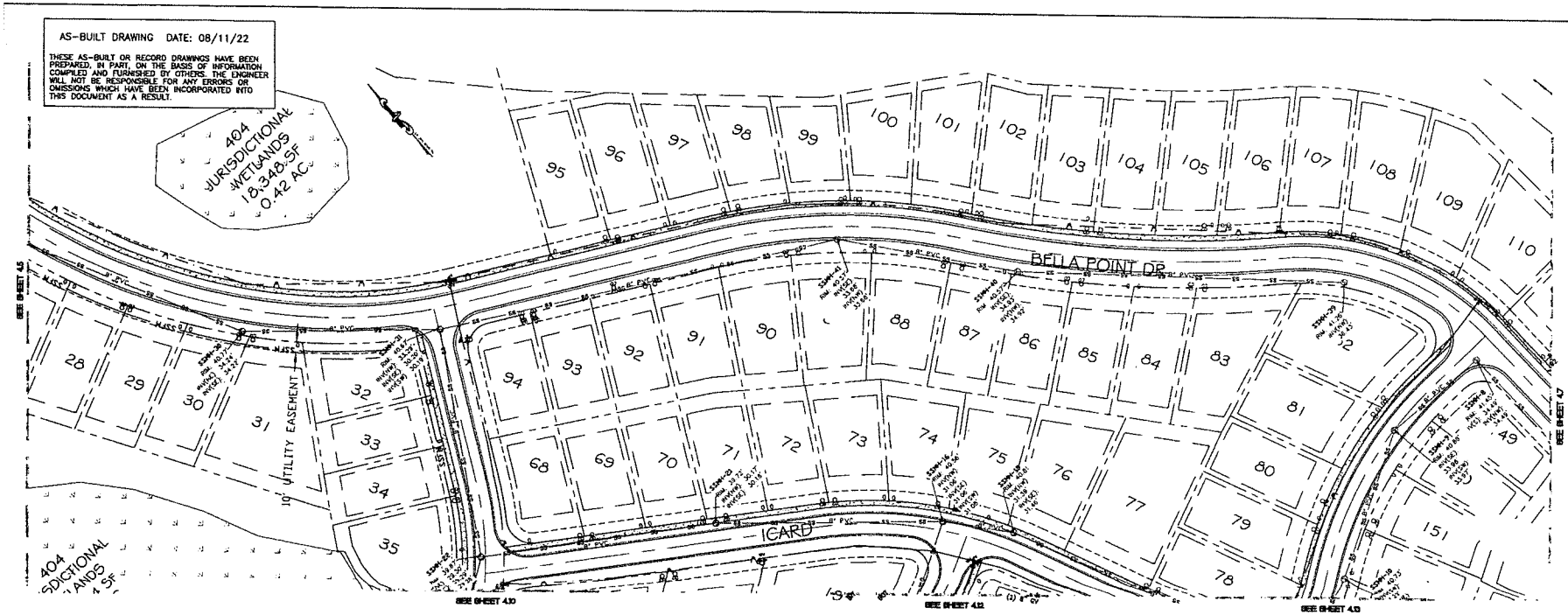
DES. JPN
DR. JPN
CHK. TJS
DATE 08/11/22

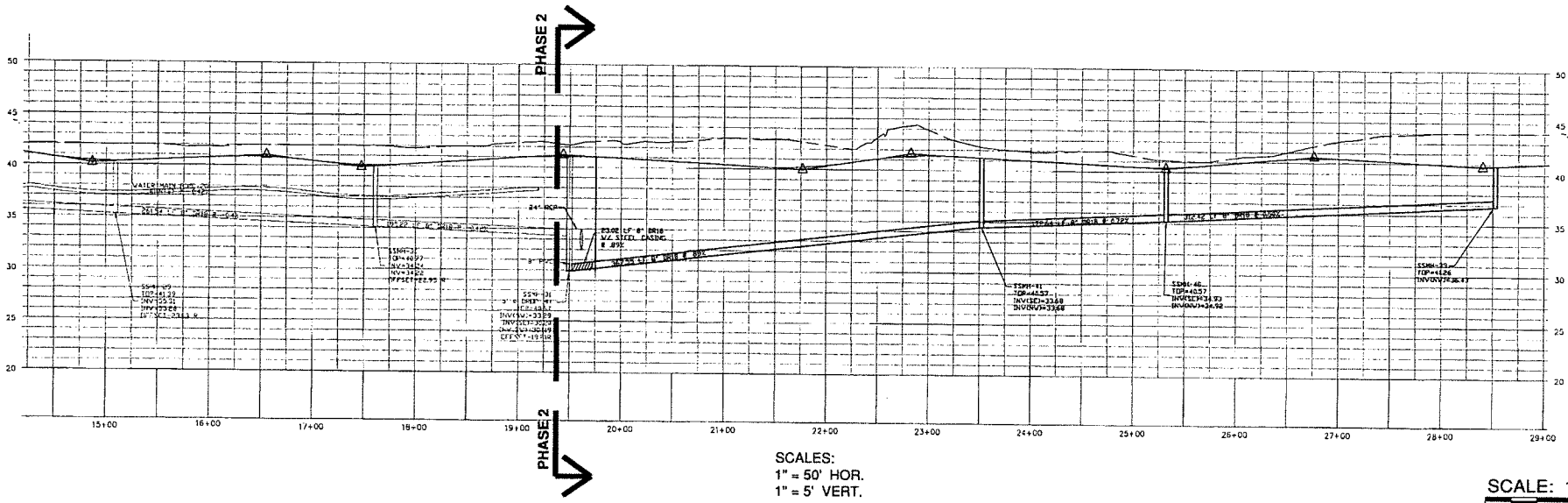
NORTH CAROLINA PROFESSIONAL ENGINEER 11965 JOHN PHILLIP NORRIS

C4.4

AS-BUILT DRAWING DATE: 08/11/22

THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.





SCALES:
1" = 50' HOR.
1" = 5' VERT.

SCALE: 1" = 50'
0 50 100 150

SYMBOL	DATE	DESCRIPTION REVISIONS	BY
		© 2018 NORRIS & TUNSTALL	

PLAN & PROFILE - ASBUILT - PHASE 2
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
J&S LAND DEVELOPMENT, LLC
8630 RIVER ROAD
WILMINGTON, NC 28412
910-499-1373

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-9633
1429 ASH-LITTLE RIVER RD. NW
ASH, NC 28420
PHONE (910) 287-3900
Facsimile #C-3641

19010

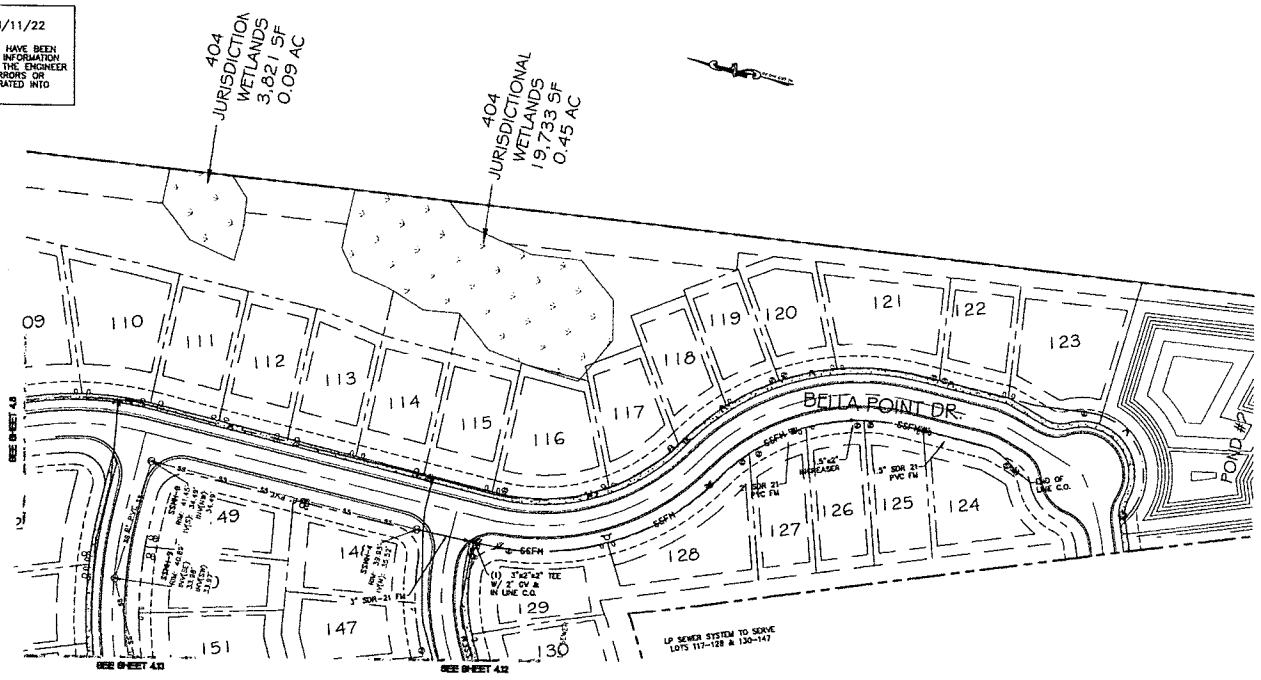
DR.	JPN
DES.	JPN
CHKD.	TJS
DATE	08/11/22

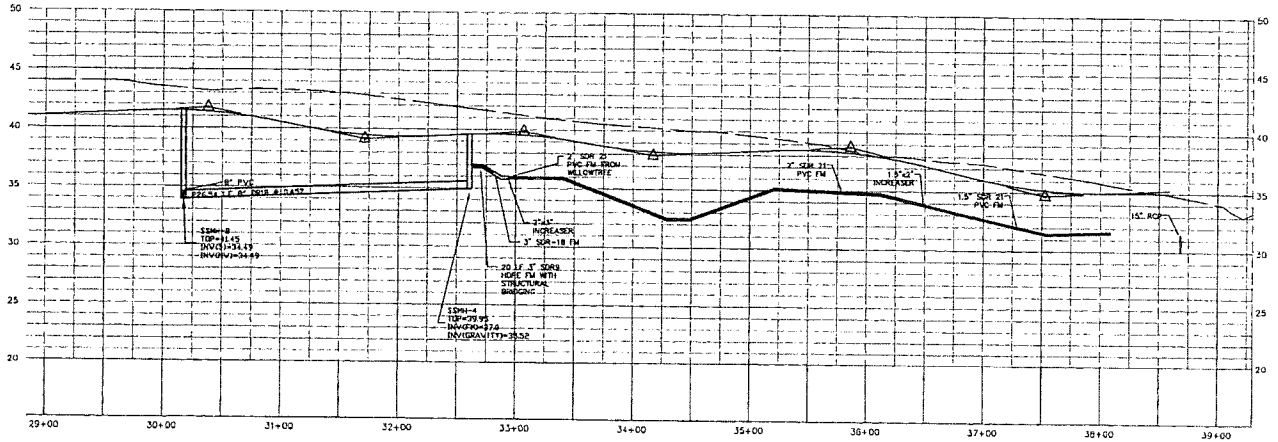
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 35611 JOHN PHILLIP NORRIS 8/16/22

PR4.6

AS-BUILT DRAWING DATE: 08/11/22

THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.





SCALES:
1" = 50' HOR.
1" = 5' VERT.

SCALE: 1" = 50'

0 50 100 150

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

©2018 NORRIS & TUNSTALL

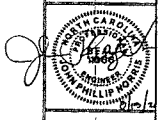
PLAN & PROFILE - ASBUILT - PHASE 2
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
J&S LAND DEVELOPMENT, LLC
9630 RIVER ROAD
WILMINGTON, NC 28412
719-499-1373

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE: (910) 343-9633
1429 ASH-LITTLE RIVER RD. NW
ASH, NC 28420
PHONE: (910) 287-3900
License #C-3641

19010

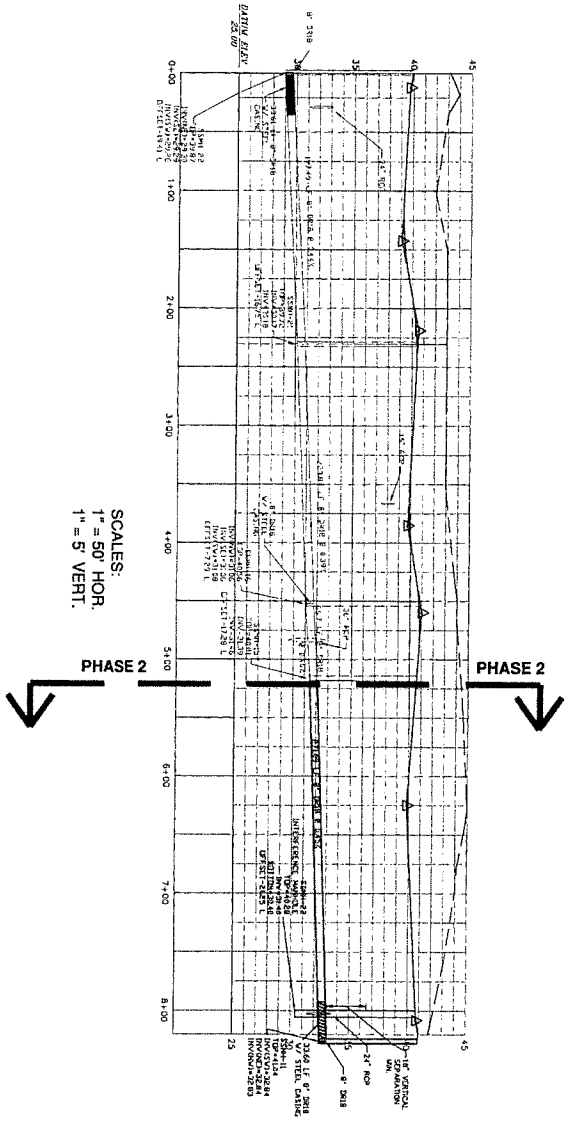
DES. SPN
DR. SPN
CHK. TJS
DATE 08/11/22

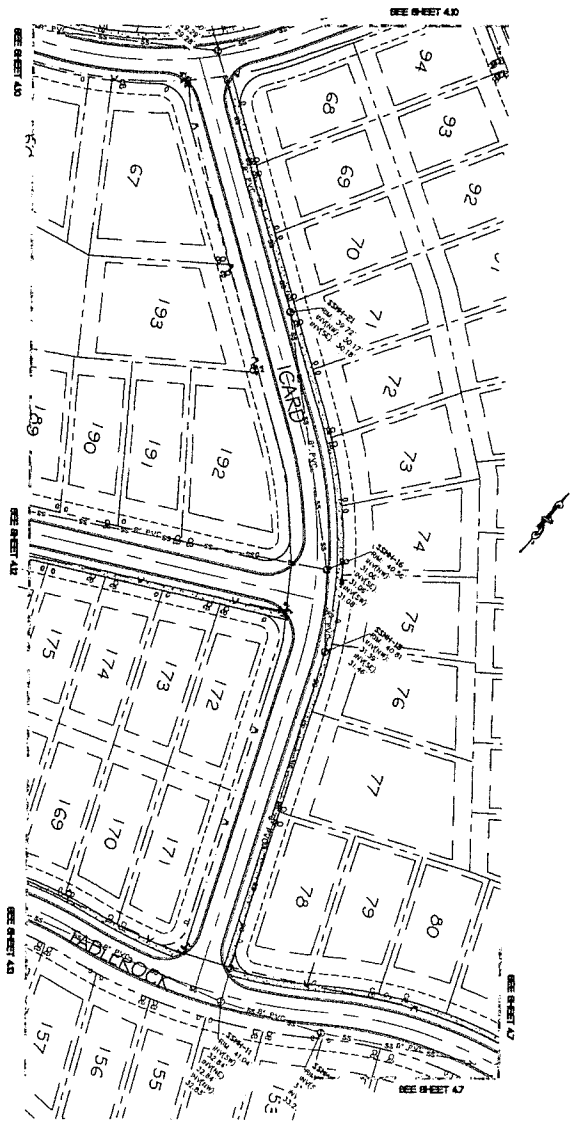


PR4.7

AS-BUILT DRAWING DATE: 08/11/22

THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.





SCALE: 1" = 50'

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		REVISIONS	

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PR4.11

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE DR., SUITE 102, WILMINGTON, NC 28412, PHONE (910) 343-9633
1429 ASH-LITTLE RIVER RD. NW, ASH, NC 28420, PHONE (910) 287-5900

Licence #C-3641

19010

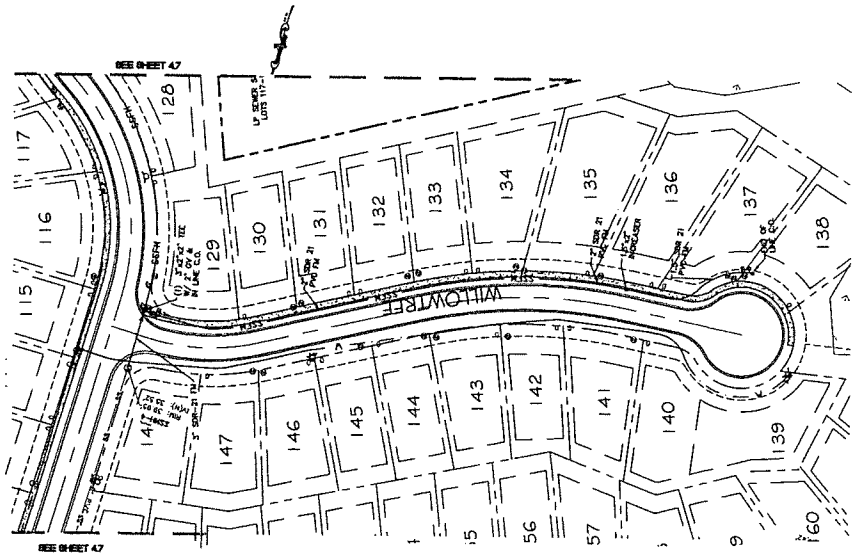
DES. JPN
DWN. JPN
CHK. JPN
DATE 08/11/22

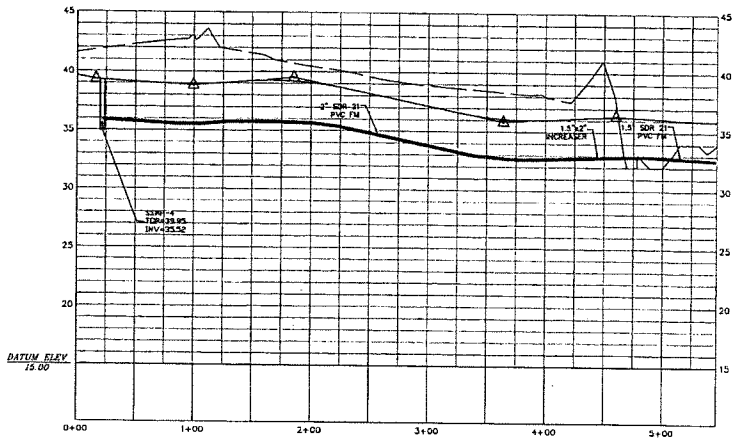
OWNER:
J&S LAND DEVELOPMENT, LLC
8630 RIVER ROAD
WILMINGTON, NC 28412
719-499-1373

PLAN & PROFILE - ASBUILT - PHASE 2
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

AS-BUILT DRAWING DATE: 08/11/22

THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.





SCALES:
1" = 50' HOR.
1" = 5' VERT.

SCALE: 1" = 50'

0 50 100 150

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

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PLAN & PROFILE - ASBUILT - PHASE 2

BELLA POINT

SUNSET HARBOR RD.

BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
J&S LAND DEVELOPMENT, LLC
8430 RITER ROAD
WILMINGTON, NC 28412
719-499-1373

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
3601 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-9653
1427 ASH-LITTLE RIVER RD., NW
ASH, NC 28420
PHONE (910) 287-5900
Licence #C-3441

19010

DES. JPN
DRD. JPN
CHKD. TJS
DATE 02/09/22

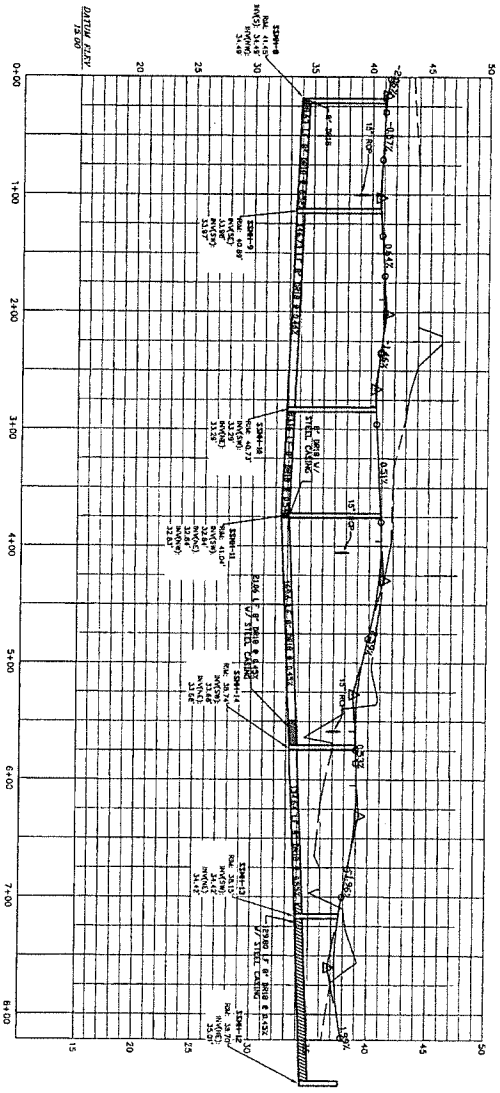
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19668 JOHN P. PHILLIP NORRIS

8/15/22

PR4.12

AS-BUILT DRAWING DATE: 08/11/22

THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.



SCALES:
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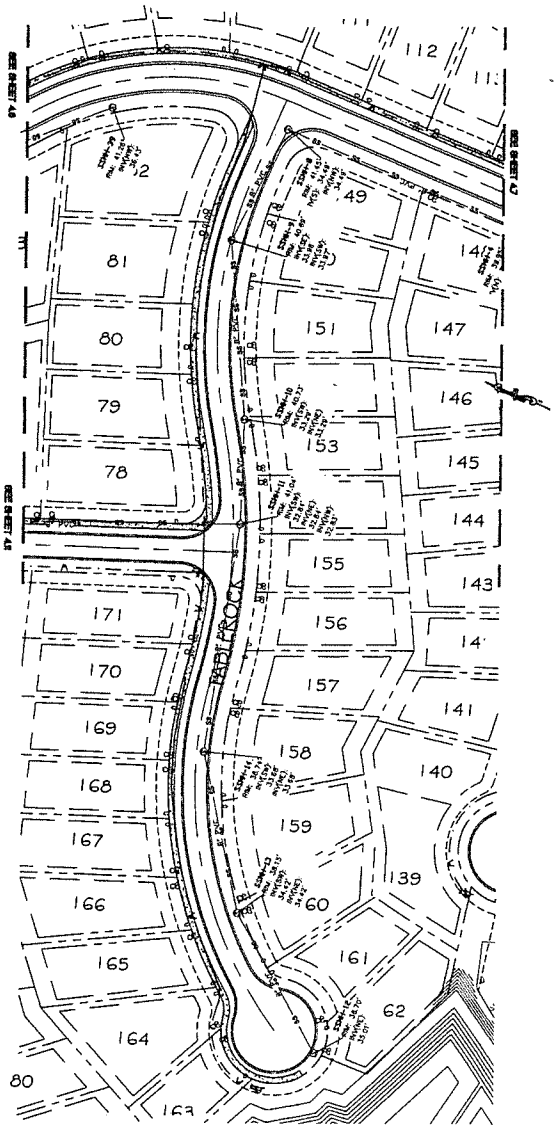
1" = 5' VERT.



SCALE: 1" = 50'

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

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PR4.13

DES. JPN
DR. JPN
CHK. TJS

DATE 02/09/22

19010

Licensed NC 5441

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-9653
1429 ASH-LITTLE RIVER RD. NW
ASH, NC 28420
PHONE (910) 287-5900

OWNER:
J&S LAND DEVELOPMENT, LLC
8630 RIVER ROAD
WILMINGTON, NC 28412
719-499-1373

PLAN & PROFILE - ASBUILT - PHASE 2
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 7.
County Attorney - Country Walk Subdivision DOD

From:
Asst. County Attorney--Bryan Batton

Issue/Action Requested:
Consider accepting the Deed of Dedication for water and sewer infrastructure in County Walk Subdivision.

Background/Purpose of Request:
DFC Country Walk, LLC has submitted a Deed of Dedication for water and sewer infrastructure in Country Walk Subdivision. 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
$ 405,579.00 for water
$ 659,183.00 for sewer

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for water and sewer infrastructure from DFC Country Walk LLC.

County Manager's Recommendation:
Recommend that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure in County Walk Subdivision.

ATTACHMENTS:

Description

- Country Walk Subdivision DOD

Prepared By: Stewart Gunn (DFC Country Walk LLC)
2163 Britton Road Unit 140
Leland, NC 28451

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the 17th day of October, 2022, by and between DFC Country Walk LLC, a Florida 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;

WITNESSETH

That WHEREAS Developer is the owner and developer of a tract or parcel located in Town Creek Township, Brunswick County, North Carolina, known as Country Walk;

And WHEREAS Developer has caused to be installed water distribution lines [and/or

sewer lines] under and along the road rights-of-way hereinafter described and referenced;

And WHEREAS Developer wishes to obtain water [and/or sewer] from Grantee for the property and to make water [and/or sewer] from Grantee's system available to individual owners;

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

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

Country Walk Subdivision, MB 140 PG 79-84, Lot #'s 1-92, Street Names – Meagan Lane, Wooded Path, Norris Lane and Soy Bean Drive

TO HAVE AND TO HOLD said water [and/or 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/or sewer] lines and equipment described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

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

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

DFC Country Walk LLC

By: _____

Name: Kerry Avant

Title: Regional Vice-President – Land Operations

STATE OF NORTH CAROLINA

COUNTY OF Brunswick

I, Rebecca Daniels a Notary Public of the County and State aforesaid, do hereby certify that Kerry Avant 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 _____) **OR** (a credible witness has sworn to the identity of the principal(s); and he/she has acknowledged that he/she is Vice-President, of DFC Country Walk LLC, a Florida LLC. and that he/she, as Vice-President, being authorized to do so, executed the foregoing on behalf of the LLC.

Witness my hand and official seal this the 26th day of October, 2022.

REBECCA DANIELS
Notary Public
Pender
County
NORTH CAROLINA

Rebecca Daniels
Signature of Notary Public

Rebecca Daniels
Printed or Typed Name of Notary Public

(NOTARY SEAL)
My Commission Expires: 5/23/24

This Deed of Dedication and accompanying Affidavit for (DFC Country Walk LLC) was accepted by the Brunswick County Board of Commissioners on the_____day of _____, 20____.

Brunswick County Board of Commissioners

_____
Randy Thompson, Chairman

_____
Daralyn Spivey
Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK AFFIDAVIT

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

1.) That it is the owner of certain property located in Town Creek Township, Brunswick County, North Carolina, known as Country Walk Subdivision, containing lots numbered 1 thru 92, 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/or sewer lines] under and along the road right-of-ways property hereinafter described and referenced:

Country Walk Subdivision, MB 140 PG 79-84, Lot #'s 1-92, Street Names – Meagan Lane, Wooded Path, Norris Lane and Soy Bean Drive

3.) All the work which has been performed in the construction and installation of said water distribution lines [and/or 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 jeopardizes title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water lines [and/or sewer lines] installed therein which would in any way jeopardize title to the subdivision Of the water distribution lines [and/or sewer lines] located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer(s) this 26th day of October, 2022

DFC Country Walk LLC

By: Kerry Avant

Name: Kerry Avant
Title: Regional Vice-President – Land Operations

STATE OF NORTH CAROLINA
COUNTY OF Brunswick

Signed and sworn to me (or affirmed) before me this day by: Kerry Avant.

Date: 10/26/22

Rebecca Daniels
Signature of Notary Public

Rebecca Daniels
Printed or Typed Name of Notary Public

(NOTARY SEAL)

REBECCA DANIELS
Notary Public
Pender
County
NORTH CAROLINA

My Commission Expires: 5/23/24

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 8.
County Attorney - The Bluffs on the Cape Fear, Ph 4B, Sec 2 DOD

From:
Asst. County Attorney--Bryan Batton

Issue/Action Requested:
Consider accepting the Deed of Dedication for water and sewer infrastructure in The Bluffs on the Cape Fear, Phase 4B, Section 2.

Background/Purpose of Request:
BBTB Real Properties NC, LLC has submitted a Deed of Dedication for water and sewer infrastructure in The Bluffs on the Cape Fear, Phase 4B, Section 2. The lines have been tested and approved and are ready to be incorporated into our utility system.

Fiscal Impact:

$ 116,800.00 for water
$ 144,972.00 for sewer

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for water and sewer infrastructure from BBTB Real Properties NC, LLC.

County Manager's Recommendation:
Recommend that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in The Bluffs on the Cape Fear, Phase 4B, Section 2.

ATTACHMENTS:

Description

- The Bluffs on the Cape Fear, Ph 4B, Sec 2 DOD

Prepared by Price & Williams, P.A. Excise Stamps: no taxable consideration

ROB Williams

NORTH CAROLINA

DEED OF DEDICATION

BRUNSWICK COUNTY

This DEED OF DEDICATION, made and entered into this _____ day of _____, 2022, by and between **BBTB REAL PROPERTIES NC, LLC,** a North Carolina limited liability company, successor in interest to River Bluff Holdings II, LLC, having a mailing address, to wit: PO Box 4937, Pinehurst, NC 28374, hereinafter referred to as "DEVELOPER," and **BRUNSWICK COUNTY,** a governmental entity created and existing under the laws of the State of North Carolina, hereinafter referred to as "GRANTEE," whose mailing address is PO Box 249, Bolivia, NC 28422.

WITNESSETH

WHEREAS, DEVELOPER is the owner of a certain tract or parcel located in Northwest Township, Brunswick County, North Carolina, said property being better known as The Bluffs on the Cape Fear; Subdivision and

WHEREAS, DEVELOPER has caused to be installed water distribution lines and sanitary sewer lines under and along the road rights of way and within the boundaries of certain tracts herein described and referenced; and

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

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

NOW, THEREFORE, DEVELOPER, for and in consideration of Grantee accepting said water and sanitary sewer lines and making water and sanitary sewer service available to said subdivision, DEVELOPER, does hereby give, grant and convey unto GRANTEE, its lawful successors or assigns, the following described property:

All of the subsurface water and distribution lines, sanitary sewer lines, lift stations and related facilities serving The Bluffs on the Cape Fear development and located within the following rights-of-ways and parcels of land: ALL of Lots 398 through 433, together with that portion of the variable width rights-of-way designated as "Flint Rock Rd" and "Fair Lakes Loop" that touch and concern the aforementioned lots, as is shown on that certain map entitled "Final Plat - Phase 4B Section 2 The Bluffs on the Cape Fear", recorded in Map Cabinet 0141, Page 0018, Brunswick County Registry. Reproducible copies of said plats are on file with Brunswick County.

Said sewer and water lines are further described and illustrated on the Record Drawings of the Bluffs on the Cape Fear, Phase 4B Section 2 (Sheets 1, 3, 10, 11 & 12), as prepared by McKim & Creed, dated 9/6/22.

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

Non-exclusive easements over, along and upon the entire area of the streets and cul-de-sacs as depicted on the maps and serving the areas referenced above for the purpose of entry into the subdivision for maintenance, repair and upkeep of the water and sanitary sewer distribution systems and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs reserving unto Developer, its successors or assigns, equal rights of easement and easement over, in, above, among 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 and cable.

AND DEVELOPER does hereby covenant that it is seized of said water distribution and sanitary 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 same against all persons whomsoever.

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

IN WITNESS WHEREOF, the party has hereunto set its hand and seal the day above first above written.

BBTB REAL PROPERTIES NC, LLC

By: _____

Name: Douglass S. Talbot, Manager

STATE OF NORTH CAROLINA

COUNTY OF MOORE

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Douglass S. Talbot, Manager of BBTB Real Properties NC, LLC.

Today's Date: 10-11, 2022.

Patricia C Nicoletti NOTARY PUBLIC Moore County, NC

_____
[Notary's signature as name appears on seal]

Patricia C Nicoletti
[Notary's printed name as name appears on seal]

My commission expires: 9-4, 2025

[Affix Notary Seal in Space Above]

ACCEPTANCE OF DEED

THIS Deed of Dedication and accompanying affidavit for BBTB Real Properties NC, LLC was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 2022.

Brunswick County Board Of Commissioners

By: _____
Randy Thompson, Chairman

_____
Daralyn Spivey,
Clerk to the Board

Prepared by Price & Williams, P.A.
Rob Williams

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF BRUNSWICK

BBTB Real Properties NC, LLC, a North Carolina limited liability company, with an office and place of business located in Brunswick County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. THAT it is the owner of certain property located in Northwest Township, Brunswick County, North Carolina, known as The Bluffs on the Cape Fear Subdivision, Phase 4B Section 2, containing Lots 398 through 433, together with that portion of the variable width rights-of-way designated as "Flint Rock Rd" and "Fair Lakes Loop" that touch and concern the aforementioned lots, as more particularly described in a Deed of Dedication of even date herewith.

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

All of the subsurface water and distribution lines, sanitary sewer lines, lift stations and related facilities serving The Bluffs on the Cape Fear development and located within the following rights-of-ways and parcels of land: ALL of Lots 398 through 433, together with that portion of the variable width rights-of-way designated as "Flint Rock Rd" and "Fair Lakes Loop" that touch and concern the aforementioned lots, as is shown on that certain map entitled "Final Plat - Phase 4B Section 2 The Bluffs on the Cape Fear", recorded in Map Cabinet 0141, Page 0018, Brunswick County Registry. Reproducible copies of said plats are on file with Brunswick County.

Said sewer and water lines are further described and illustrated on the Record Drawings of the Bluffs on the Cape Fear, Phase 4B Section 2 (Sheets 1, 3, 10, 11 & 12), as prepared by McKim & Creed, dated 9/6/22.

3. All the work which has been performed in the construction and installation of said water distribution and sanitary 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 materials against the subdivision property which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water and sanitary sewer lines installed therein which would in any way jeopardize title to the subdivision or the water and sanitary sewer distribution lines located therein.

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

BBTB REAL PROPERTIES NC, LLC

By: _____

Name: Douglass S. Talbot, Manager

STATE OF NORTH CAROLINA
COUNTY OF Moore

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Douglass S. Talbot, Manager of BBTB Real Properties NC, LLC.

Today's Date: 10-11, 2022.

Patricia C Nicoletti NOTARY PUBLIC Moore County, NC

[Affix Notary Seal in Space Above]

_____
[Notary's signature as name appears on seal]

Patricia C Nicoletti
[Notary's printed name as name appears on seal]

My commission expires: 9-4, 2025

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 9.
Finance - Fiscal Items

From:
Aaron Smith

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

-FY16 Enterprise Water Mains Top 7 Budget Amendment and CPO
Transfer $40,000 from the water capital reserve undesignated to FY16 Enterprise Water Mains Top 7 for reimbursable expenses and CPI increase to East Coast Engineering due to resumption of abandoned project and changes and additions to NCDOT permit as allowable under the original contract.

-Approve and authorize the chairman to sign the grant agreements for the federal airport grant 36237.45.19.1 in the amount of $13,469 with a local match of $1,497, the federal airport grant 36237.45.19.2 in the amount of $333,332 with no local match, and the State Capital and Infrastructure funds grant in the amount of $450,000 with no local match. Funding for the grants and local match were approved on the October 17, 2022 Board of Commissioner's meeting.

- Local Assistance and Tribal Consistency Fund (LATCF) ARPA Grant
Request Board of Commissioners approve and authorize the Finance Director to submit application and County Manager to accept award for the Local Assistance and Tribal Consistency Fund (LATCF) ARPA dollars in the amount of $100,000 available to eligible revenue sharing counties and Tribal governments to serve as a general revenue enhancement program.
Section 605 of the Social Security Act, added by Section 9901 of the ARPA, established the LATCF, which provides for Treasury to pay $2 billion to eligible revenue sharing counties and eligible Tribal governments across fiscal years 2022 and 2023 for use on any governmental purpose except for a lobbying activity. Treasury's allocation formula is based on the calculation of a county's relative economic condition compared to other eligible revenue sharing counties and its acres of federal land.

Eligible recipients must submit a request for funding in the Treasury Submission Portal to receive payments and sign an award agreement. Payments will be received in two tranches; the first tranche will be available within 4-5 days of submission and the second will be obtainable in FY23.
Funds will cover personnel costs deemed eligible use expenses under the Government Services category on Treasury's non-exhaustive list of activities that fulfill a government purpose. LATCF dollars will allow the County to redirect General Fund dollars previously spent on personnel costs to support other County and community project needs.

Background/Purpose of Request:

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

Operations

Approved By County Attorney:
Yes

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

ATTACHMENTS:

Description

- 20221107 Budget Amendment FY16 Enterprise Water Mains.pdf
- 20221107 Attach GRANT AGREEMENT_36237.45.19.1_Unsigned.pdf
- 20221107 Attach GRANT AGREEMENT_36237.45.19.2_Unsigned.pdf
- 20221107 Attach GRANT AGREEMENT_36244.58.15.1_Unsigned.pdf
- 20221107 Attach LATCF Signed Grant Evaluation Form
- 20221107 Attach LATCF Application
- 20221107 Attach LATCF Award Agreement - Certification
- 20221107 CPO LATCF ARPA
- 20221107 Budget Amendment LATCF ARPA Grant
- 20221107 Budget Amendment LATCF ARPA Gen Gov Serv Fund Balance
- 20221107 Attach LATCF-Guidance - Reporting - Allocation Methodology - Allocations

Request Info	
Type	Budget Amendment
Description	FY16 Enterprise Water Mains
Justification	Board Meeting 11/7/2022-Transfer $40,000 from the water capital reserve undesignated to FY16 Enterprise Water Mains Top 7 for reimbursable expenses and CPI increase to East Coast Engineering due to resumption of abandoned project and changes and additions to NCDOT permit as allowable under the original contract.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
419800	464299	Interfund Trans Water Cap Rsv	Undesignated Funds	-40000	Decrease	Credit
419800	398661	Interfund Trans Water Cap Rsv	Trans Frm Water Fund	-40000	Decrease	Debit
418279	398661	FY16 Water Mains Top 7/Apollo	Trans Frm Water Fund	40000	Increase	Credit
418279	464001	FY16 Water Mains Top 7/Apollo	Arch/Engnrg/Legal	40000	Increase	Debit

Total	
Grand Total:	0

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT

STATE AID TO AIRPORTS BLOCK GRANT
BETWEEN
THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA
AND
BRUNSWICK COUNTY

AIRPORT: **CAPE FEAR REGIONAL JETPORT**

PROJECT NO: **36237.45.19.1**

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **BRUNSWICK COUNTY**, the public agency owning the **CAPE FEAR REGIONAL JETPORT** (hereinafter referred to as "Sponsor").

This agreement shall be effective on _____ and shall terminate on **MAY 30, 2023** with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project's Request for Aid (RFA) Application are authorized.

WITNESSETH

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the *FAA Modernization and Reform Act of 2012;*

WHEREAS, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Non-Primary Entitlement funds.

WHEREAS, the Sponsor has made a formal application dated **SEPTEMBER 29, 2022** to the Department for Non-Primary Entitlement funds for the **CAPE FEAR REGIONAL JETPORT**; and

WHEREAS, a grant in the amount of **$13,469** not to exceed **90 percent** of the federal share of the final, eligible project costs of **$14,966** has been approved subject to the conditions and limitations herein; and

WHEREAS, the Non-Primary Entitlement funds will be used for the following approved project:

WESTSIDE HANGAR TAXILANES

NOW THEREFORE, the Sponsor and the Division of Aviation ("Division") do mutually hereby agree as follows:

1) Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Division, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

2) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Agreement.

3) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.

4) The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook* and the *Federal Assurances and Certifications*.

APPENDIX A6.4.1
TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the contractor under the contract until the contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX A6.4.2
TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property)** and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX A6.4.3
TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances:

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.4
TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.5
TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN BELOW:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR
(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if required)
(Approving Authority Board Member or Local Governing Official):

SIGNED: William L. Lee

TITLE: Commissioner, Chair

DATE: 26 Oct 22

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval from the Department prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

A-9. The Sponsor is responsible for maintaining an active System for Award Management (SAM) Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 CFR 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Sponsor shall not be able to do any grant related business with the FAA, including the obligation and/or

payment of Federal grant funds, and FAA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

A-10. The Sponsor is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or company-rented vehicles, or government owned, leased, or rented vehicles, or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, February 2, 2010). This includes, but is not limited to, the Sponsor: (1) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving; (2) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and (3) encouraging voluntary compliance with the agency's text messaging policy while off duty. The Sponsor is encouraged to insert the substance of this clause in all contracts.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Grant Execution and Notice to Proceed" for undertaking the project. All plans (and alternate) shall be supported by the engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-2. Bids will be taken in accordance with G.S. § 143-129 and all applicable NCDOT policies. The Department will approve or reject the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-3. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-4. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30, and December 31.

B-5. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under "Federal Acquisition Regulations 1-31.6, 48 CFR, 2 CFR 200.333, and OMB Circular A-87 and also referenced in the *North Carolina Airports - Program Guidance Handbook* and the *Airport Improvement Program Handbook.*

C-2. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion, but not later than nine (9) months after the Sponsor's fiscal year ends.

C-3. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from the Department to the Sponsor are made on an advance or a reimbursement basis.

B. If an advance payment is received, the Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's advance payment and provide proof of payment (payment verification).

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT

STATE AID TO AIRPORTS BLOCK GRANT
BETWEEN
THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA
AND
BRUNSWICK COUNTY

AIRPORT: **CAPE FEAR REGIONAL JETPORT**

PROJECT NO: **36237.45.19.2**

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **BRUNSWICK COUNTY**, the public agency owning the **CAPE FEAR REGIONAL JETPORT** (hereinafter referred to as "Sponsor").

This agreement shall be effective on _____ and shall terminate on **JULY 31, 2024** with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project's Request for Aid (RFA) Application are authorized.

WITNESSETH

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the *FAA Modernization and Reform Act of 2012;*

WHEREAS, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Non-Primary Entitlement with CARES Match and ARPA Match funds.

WHEREAS, the Sponsor has made a formal application dated **SEPTEMBER 29, 2022** to the Department for Non-Primary Entitlement with CARES Match and ARPA Match funds for the **CAPE FEAR REGIONAL JETPORT**; and

WHEREAS, a grant in the amount of **$333,332** not to exceed **100 percent** of the federal share of the final, eligible project costs of **$333,332** has been approved subject to the conditions and limitations herein; and

WHEREAS, the Non-Primary Entitlement funds will be used for the following approved project:

WESTSIDE HANGAR TAXILANES

NOW THEREFORE, the Sponsor and the Division of Aviation ("Division") do mutually hereby agree as follows:

1) Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Division, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

2) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Agreement.

3) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.

4) The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook* and the *Federal Assurances and Certifications*.

APPENDIX A6.4.1
TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the contractor under the contract until the contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX A6.4.2
TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property)** and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX A6.4.3
TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances:

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.4
TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.5
TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN BELOW:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR
(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if required)
(Approving Authority Board Member or Local Governing Official):

SIGNED: Walter L. Lee

TITLE: Commissioner-Chair

DATE: 28 Feb 22

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval from the Department prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

A-9. The Sponsor is responsible for maintaining an active System for Award Management (SAM) Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 CFR 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Sponsor shall not be able to do any grant related business with the FAA, including the obligation and/or

payment of Federal grant funds, and FAA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

A-10. The Sponsor is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or company-rented vehicles, or government owned, leased, or rented vehicles, or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, February 2, 2010). This includes, but is not limited to, the Sponsor: (1) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving; (2) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and (3) encouraging voluntary compliance with the agency's text messaging policy while off duty. The Sponsor is encouraged to insert the substance of this clause in all contracts.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Grant Execution and Notice to Proceed" for undertaking the project. All plans (and alternate) shall be supported by the engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-2. Bids will be taken in accordance with G.S. § 143-129 and all applicable NCDOT policies. The Department will approve or reject the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-3. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-4. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30, and December 31.

B-5. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under "Federal Acquisition Regulations 1-31.6, 48 CFR, 2 CFR 200.333, and OMB Circular A-87 and also referenced in the *North Carolina Airports - Program Guidance Handbook* and the *Airport Improvement Program Handbook.*

C-2. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion, but not later than nine (9) months after the Sponsor's fiscal year ends.

C-3. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from the Department to the Sponsor are made on an advance or a reimbursement basis.

B. If an advance payment is received, the Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's advance payment and provide proof of payment (payment verification).

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT

STATE CAPITAL AND INFRASTRUCTURE FUND
(SCIF) GRANT AGREEMENT
BETWEEN
THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA
AND
BRUNSWICK COUNTY AIRPORT AUTHORITY

AIRPORT: **CAPE FEAR REGIONAL JETPORT**

PROJECT/WBS NO: **36244.58.15.1**

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **BRUNSWICK COUNTY AIRPORT AUTHORITY**, the public agency owning the **CAPE FEAR REGIONAL JETPORT** (hereinafter referred to as "Sponsor").

This agreement shall be effective on _____ and shall terminate on **JUNE 30, 2025,** with the option to extend, if mutually agreed upon, through a written modification.

WITNESSETH

WHEREAS the Sponsor is authorized by this agreement to use funds for capital improvements at the **CAPE FEAR REGIONAL JETPORT** as referenced in the Current Operations Appropriations Act, Session Law (SL) 2022-74 and Session Law 180, amended by SL 2021-189 and listed in the Joint Conference Committee Report on the Current Operations Appropriations Act of 2021 for Senate Bill 105.

WHEREAS the Sponsor has been notified of available funds by the Department and has provided the required documentation as described in this agreement to the Department; and

WHEREAS a grant in the amount of **$450,000** of State Capital and Infrastructure Funds will be provided to the Sponsor according to the payout schedule, conditions, and limitations herein; and

WHEREAS, pursuant to NC GS 63-68 (2), the Department may, in its discretion, conduct safety projects or programs to improve the safety and planning of the air transportation system.

NOW THEREFORE, the Sponsor and the Department do mutually hereby agree as follows:

1) The Sponsor agrees to use the funds toward the capital improvement project(s) as submitted on the Proposed Directed Funding Projects Form (AV-109) form in the amount(s) recorded. The Sponsor may revise this form but must keep the AV-109 updated and current in the Department's Enterprise Business System (EBS).

2) The Sponsor acknowledges it will provide the following documentation prior to issuance of any funds into the Department's online Enterprise Business System (EBS):
   (a) Proposed Directed Funding Projects Form (AV 109) – Attachment 1
   (b) Sponsor's adopted policy addressing conflicts of interest – Attachment 2
   (c) Sworn Statement of no overdue tax debts – Attachment 3

3) Work performed under this Agreement shall conform to the approved project(s) listed and described on the latest AV-109 loaded and approved in the Department's EBS.

4) The Sponsor agrees to comply and assures the compliance by each of its third-party contractors and subrecipients at any tier, with the provisions of GS § 143-59.2, "Certain vendors prohibited from contracting with State." GS § 133-32 and Executive Order 024 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. This prohibition covers those vendors and contractors who:
   a) have a contract with a governmental agency; or
   b) have performed under such a contract within the past year; or
   c) anticipate bidding on such a contract in the future.

5) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the request for and the Sponsor's approval of the Agreement.

6) Pursuant to GS 143C-6-8, the Sponsor understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the Department will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

7) The Sponsor agrees, as a Federally obligated airport, to adhere to all federal laws and requirements that apply to the project(s) identified in the AV-109. This includes, but is not limited to, planning, environmental, FAA justification, and civil rights requirements. Sponsor acknowledges its responsibility to ascertain all applicable federal laws and requirements and ensure Sponsor's compliance therewith.

8) Sponsor agrees to adhere to state and local laws and requirements that apply to the project(s) identified in the AV-109. Sponsor acknowledges its responsibility to ascertain all applicable state and local laws and requirements and ensure Sponsor's compliance therewith.

9) The applicable federal, state and local laws to which Sponsor will adhere, include, but are not limited to, all statutory provisions outlined in GS 143C-6-22, Use of State funds by non-State entities, GS 143C-6-23, State grant funds:

administration; oversight and reporting requirements, 9 NC Administrative Code Subchapter 3M and the requirements found in SL 2021-180, Section 5.2; 5.3; and 40.8 as amended by SL 2021-189.

10) The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Division's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.

11) The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public per GS 63-65.

12) The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

13) The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.

14) The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.

15) Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

16) Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

17) Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Division.

18) This Agreement may not be assigned without the written consent of Department. Sponsor acknowledges and agrees that in the circumstances involving assignment and subcontractors, neither Sponsor nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement. Sponsor further acknowledges and agrees that it will

ensure that any subrecipient agrees to abide by the standards contained in 09 NCAC Subchapter 3M and to provide information in its possession that is needed by the recipient to comply with those standards.

19) Any amendments to or modification of the terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Department.

1. DEPARTMENT'S DUTIES & PAYMENT PROVISIONS:

The Department shall ensure that funds allocated and disbursed pursuant to Session Law 2021-180, as amended by SL 2021-189, comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The Department is subject to the following requirements:

a. Upon execution of this agreement and the Sponsor's submission of documents identified in this contract, the Department intends to pay the RECIPIENT as follows:
    i. 100% of total amount, by October 19, 2022, or with the first claim after execution of the grant agreement.
b. Develop a quarterly financial and performance reporting document that shall incorporate the requirements of 9 NCAC Subchapter 3M.0205 and require the Sponsor to:
    i. Provide an accounting for funds received, interest earned, funds expended.
    ii. Provide activities, accomplishments and performance measures.
    iii. Provide a list of employees and the amount of State funds used for each employee's annual salary.
    iv. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
c. Provide a secure method for submitting financial and performance reports.
d. Conduct financial and performance monitoring until the contract is completed.
e. Per 9 NCAC Subchapter 3M.0205, Sponsors that receive over $500,000, shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. Audits must be provided no later than nine months after the grantees fiscal year end. This audit is required with the annual report.
f. Extend the term of this contract, if necessary, as funds will not revert until expended or the particular project has been completed for SCIF Grants.

2. FUNDS MANAGEMENT:

The Sponsor agrees that funds paid through this grant agreement shall be subject to the following:

a. Accounted for in a separate fund and accounting structure within the Sponsor's central accounting and / or grant management system. This shall include accounting for interest earned on these funds and proof that any interest was expended on a project identified on the AV-109.
b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 1 above.
c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Agreement.

d. If eligible, the Sponsor and all subrecipients shall:
    i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and
    ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.
e. Cost of audit(s) can be charged to grant as described in 09 NCAC 03M.0205.
f. First payment shall be made as soon as practicable, but no later than 100 days after SL 2022-74 became law (October 19, 2022).

3. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The Sponsor agrees to submit the required quarterly status report (QSR) via the Department's Enterprise Business Systems (EBS) on or before the 10th day following the end of each quarter. The first report is due on or before January 10, 2023, to the Department. All reports and supporting documents shall include the Sponsor and all SUB-RECIPIENT information and shall be submitted via QSR in EBS.

Sponsor and any SUB-RECIPIENTS agree that all program activity results, and information shall be subject to review and authentication as described in Section 6 and Sponsor will provide access to work papers, receipts, invoices and reporting records, if requested by the Department, as the Department executes any monitoring or internal audit responsibilities.

Sponsors and SUB-RECIPIENTS receiving $500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the Department no later than nine months after the end of the Sponsor's fiscal year. This report shall be submitted to the Department via EBS, or other acceptable method as identified by the Department. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

4. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The Sponsor's contact for the responsible party for the agreement is identified in the Enterprise Business System (EBS) and shall be listed in the table below. The Department's point of contact is DOTAviationGrants@ncdot.gov.

Grant Recipient Point of Contact:
Name:
Address:
Email:
Phone:
Tax Identification Number:

5. MONITORING AND AUDITING:

The Sponsor acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the Sponsor are subject to being audited, inspected and monitored at any time by the Department upon its request (whether in writing or otherwise). The Sponsor further agrees to provide Department staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The Sponsor acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in GS 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Sponsor and are subject to change.

6. PROJECT ADMINISTRATION:

a. It is the policy of this State to encourage and promote participation by the Disadvantaged Business Enterprise Program (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure DBE's have maximum opportunity to participate in performance of contracts let using state funding. The Sponsor assures and certifies with respect to this Agreement that they will pursue these requirements as stipulated by the Department in the advertising, award, and administration of all contracts, and require the same for all contractors, subrecipients, or subcontractors. The DBE Program is governed by GS 136-28.4 and administered in accordance with Title 19A Chapter 02 Subchapter D Section .1101 - .1112 of the North Carolina Administrative Code.

b. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

c. It is the policy of the Department not to award funds to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. It shall be the responsibility of Sponsor to ensure that only properly qualified contractors are given construction contracts for work.

7. REAL PROPERTY ACQUISITION:

a. The acquisition of land, buildings, and other real property involving the use of these funds shall be in compliance with this agreement and the provisions of this Section.

b. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

c. The acquisition cost of each parcel, building, or other real property acquired with state financial assistance shall follow the Uniform Relocation Assistance and Real Property Acquisition Act and be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.

d. For each parcel, building, or real property, fair market value shall be established by an appraisal, completed by a competent NCDOT approved appraiser and an appraisal review, completed by an NCDOT staff reviewer or outsourced by the NCDOT to a competent consultant appraisal reviewer. For complex acquisitions, estimated claims over $1,000,000 or estimated claims with over $250,000 in damages, fair market value shall be established by two appraisals: one original appraisal and one review appraisal. In such cases, all other provisions of this Section shall apply.

e. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

f. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

g. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.

h. Negotiated values above the fair market value shall not be eligible for state funds unless, prior to the final agreement for acquisition, the Sponsor has received the approval of the Department for paying such negotiated values in lieu of the appraised fair market value.

i. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

8. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

9. COMPLIANCE WITH LAW:

The Sponsor shall remain an independent Sponsor and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The Sponsor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the Department. The Sponsor shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

10. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the Department.

11. AGREEMENT CLOSE-OUT PROCESS:

The Sponsor agrees to submit to the Department a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project(s) or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the Department at this time.

Sponsor will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the Department, the Sponsor will receive official notification of agreement close-out. The letter will inform the Sponsor that the Department is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

APPENDIX A1

TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

Under this agreement, any funds utilized for the performance of any work by the Sponsor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the contractor under the contract until the contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any

litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX A2
TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property)** and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX A3

TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances:

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A4

TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A5
TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN BELOW:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR
(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

FISCAL YEAR END MONTH: _____

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if required)
(Approving Authority Board Member or Local Governing Official):

SIGNED: Willie L. Love

TITLE: Commissioner - Chair

DATE: 25 Oct 22

BRUNSWICK COUNTY
Grant Application Evaluation Form

Lead Department: Finance		Date: October 18, 2022
Department Head: Aaron Smith		Department Contact for Grant: Aaron Smith
Co-Applicants / Other Participating Departments/Agencies/Community Organizations:		
Grant Title: Local Assistance and Tribal Consistency Fund (LATCF)		
Funding Organization: US Department of Treasury		
Grant Period/Term: 1.1.22 to 12.31.23	Grant Amount: $ 100,000.00	☑ New Grant ☐ Recurring Grant Multi-Year Grant? ☐ Yes ☐ No
Matching Funds? ☐ Yes ☑ No	If Yes, Amount: $	☐ In Kind_____ ☐ Cash_____ ☐ Other_____
Describe how match will be met. N/A		
Are matching funds in the current budget or does the match require additional funding? Please explain. ☐ Available ☐ Additional Needed ☑ N/A- No matching funds required/requested		
Briefly describe the purpose of the grant. Serve as a general revenue enhancement program to help maintain or expand general government services, invest in infrastructure, or restore/bolster government capacity. $50,000 to be awarded immediately for FY22 and $50,000 to be awarded for FY23.		

Program Duplication / Cost Recovery	
Will this project **in any way** duplicate or compete with another service or program provided by Brunswick County, another local agency or community organization?	☐ Yes ☑ No ☐ Possibly
Will this grant provide support for a mandated service?	☐ Yes ☑ No
Can we capitalize on this funding to meet current and/or future equipment or facility needs?	☐ Yes ☑ No
Will this grant result in supplanting? *Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.*	☑ Yes ☐ No

Additional Grant Considerations	
Can the scope of work be completed within grant time frame allotted?	☑ Yes ☐ No ☐ Possibly
Can the requirements of this grant be met with current staffing levels?	☑ Yes ☐ No ☐ Possibly
Will new positions be requested (or expiring grant funded positions extended)?	☐ Yes ☑ No
If Yes, how many new positions will be funded by the grant?	_____ new positions
How many existing positions will be funded by the grant?	_____ existing positions
Will the grant create a program or require any County commitment for funding after grant funding ends?	☐ Yes ☑ No
Will the grant contain subcontracts/sub awards or contractual services? If Yes, please explain:	☐ Yes ☑ No
Description of items or services to be purchased with funds: Cover general government operations (salaries) to free up general fund dollars for future projects/needs.	
Will any items purchased with grant funds revert back to the granting agency?	☐ Yes ☑ No If yes, explain
Is funding received in advance or on a reimbursement basis?	☑ In Advance ☐ Reimbursement

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

Department Head Signature — Date: 10/19/22

Director of Fiscal Operations — Date: 10/19/22

County Manager — Date: 10/19/22

☐ Approved by County Manager
☐ Requires BOCC (Agenda Item Needed)

Recipient

Recipient Name: Brunswick County

UEI Number (12 Digits): MJBMXLN9NJT5

Taxpayer ID Number (9 Digits): 566000278

Street Address: PO Box 249

City: Bolivia

State/Territory: North Carolina

Postal Code +4 (xxxxx-xxxx): 28422-0249

Type of recipient (choose one): Eligible Revenue Sharing County

Authorized Representative for the Recipient

First Name: Steve

Last Name: Stone

Title: County Manager

Phone: 910-253-2015

Email: steve.stone@brunswickcountync.gov

Contact Person

First Name: Aaron

Last Name: Smith

Title: Director of Fiscal Operations

Phone: 910-253-2060

Email: grants.management@brunswickcoun

OMB Approved No. 1505-0276
Expiration Date: March 31, 2023

U.S. DEPARTMENT OF THE TREASURY
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

Recipient name and address: Brunswick County PO Box 249 Bolivia, North Carolina 28422-0249	UEI: MJBMXLN9NJT5 Taxpayer Identification Number: 566000278
Amount of Federal Funds Obligated (Total of Fiscal Year 2022 and Fiscal Year 2023 Tranches): $100,000.00 Total Amount of Federal Funds Obligated: $100,000.00 The Federal Award Date is the date of the Recipient's signature below, provided that all other conditions of the award have been met.	Assistance Listing Number: 21.032 Assistance Listing Title: Local Assistance and Tribal Consistency Fund

Section 605(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Local Assistance and Tribal Consistency Fund

Recipient hereby agrees, as a condition to receiving such payments from Treasury, to the terms attached hereto.

Recipient: Brunswick County

_____

Authorized Representative: Steve Stone

Title: County Manager

Date Signed: October 27, 2022

U.S. DEPARTMENT OF THE TREASURY
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND
AWARD TERMS AND CONDITIONS FOR ELIGIBLE REVENUE SHARING COUNTY GOVERNMENTS

1. Payment of Funds.

a. Recipient understands that the Department of the Treasury (Treasury) will disburse funds under this award (the award funds) in two tranches, subject to any remedial actions taken pursuant to section 7 or any offsets imposed to satisfy any debt owed pursuant to section 9 of these award terms and conditions.

b. In addition to the limitations provided in paragraph (a), payments under this award will be subject to the availability of funding, and, should the provisions of section 605 of the Social Security Act (42 U.S.C. § 805) addressing allocations or recipient eligibility be amended or the amount of the appropriation for implementation of such section be reduced, Treasury may reallocate the amount of the appropriation that remains available and adjust Recipient's total award amount accordingly. In the event Recipient's total award amount is reduced, the amount of a second tranche payment may be reduced to account for the receipt of amounts disbursed in the first tranche.

c. If eligible revenue sharing county governments other than Recipient decline or do not claim the amounts allocated to them by Treasury from the Local Assistance and Tribal Consistency Fund, Treasury may supplement this award with an additional allocation to Recipient. The amount of this additional allocation will be determined by Treasury in its discretion as provided in section 605 of the Act and will be subject to the limitations provided in paragraphs a and b.

d. Any change in an allocation will be deemed an amendment to this award to increase or decrease the total award amount, as applicable, unless, in the case of an increased allocation, Recipient declines the increased total award amount.

2. Use of Funds.

a. The award funds may be used to cover any cost incurred on or after March 15, 2021, for any governmental purpose other than a lobbying activity, as provided in paragraph b.

b. Recipients may not use the award funds directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation.

c. Recipient must expend and account for the funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to Recipient's expenditure of and accounting for its own funds.

3. Reporting. Recipient agrees to submit an annual project and expenditure report to Treasury for this award in the form provided by Treasury. Recipient acknowledges total award and expenditure amounts may be publicly disclosed.

4. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

5. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 605 of the Act and guidance issued by Treasury regarding the Local Assistance and Tribal Consistency Fund program. Recipient acknowledges that the funds constitute federal financial assistance and are subject to federal law applicable to federal financial assistance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders in the course of its use of the award funds.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;

vi. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §§ 200.100-110, 203, and 303, and Subpart F (Audit Requirements).

vii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, Subparts A, B, and D, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

viii. The provisions of Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 applicable to executive compensation but not to subawards, pursuant to which the subsections of the award term set forth in Appendix A to 2 C.F.R. Part 170 applicable to executive compensation are hereby incorporated by reference.

ix. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

x. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

xi. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

xii. Generally applicable federal environmental laws and regulations.

6. Maintenance of and Access to Records.

a. Recipient will maintain records and financial documents sufficient to evidence compliance with section 605 of the Act, this award agreement, and implementing guidance issued by Treasury for a period of five (5) years after all funds have been expended or returned to Treasury.

b. Recipient acknowledges that Treasury, including the Treasury Office of Inspector General, and the Government Accountability Office or their authorized representatives will have the right of access to records of Recipient in order to conduct audits or other investigations.

7. Remedial Actions. In the event of Recipient's noncompliance with section 605 of the Act, these terms and conditions, other applicable laws, guidance, or any reporting or other program requirements, Treasury may take any of the following remedies:

A. Impose additional conditions on the receipt of the second tranche of the award;

B. Temporarily withhold the second tranche of the award in whole or in part;

C. Require recoupment of payments under this award;

D. Terminate the Federal award;

E. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Treasury regulations; and

F. Take other remedies that may be legally available.

8. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by Treasury to be subject to a repayment obligation and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph (a). Treasury will take any actions available to it to collect such a debt.

10. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

11. Amendments.

a. The terms of this award may be amended with the written approval of Recipient and Treasury.

b. In addition, Treasury reserves the right to amend the terms of this award if required by U.S. law or regulation without the consent of Recipient.

c. Notwithstanding the above, Treasury may, upon reasonable notice to Recipient, unilaterally amend this agreement for the sole purpose of making ministerial or administrative changes or correcting scrivener's errors.

PAPERWORK REDUCTION ACT NOTICE

The estimated burden associated with the collection of information provided for in section 6 of the terms and conditions is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
Local Assistance and Tribal Consistency Fund (LATCF) - ARPA
(230052)

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:

Local Assistance and Tribal Consistency Fund (LATCF) - ARPA		
Revenues:		
American Rescue Plan Revenues - Restricted		100,000
Total Grant Fund Revenues	**$**	**100,000**
Expenditures:		
Transfer to General Fund		100,000
Total Grant Fund Expenditures	**$**	**100,000**

Section 2. This Grant Ordinance shall be entered into the minutes of the November 7, 2022 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	LATCF ARPA Grant
Justification	Board Meeting 11/7/2022 - Appropriate federal revenues restricted of $100,000 for the Local Assistance and Tribal Consistency Fund (LATCF) awarded by the US Treasury as a result of the Social Security Act, added by Section 9901 of the ARPA. Funding is available to revenue sharing counties and eligible Tribal governments for fiscal year 2022 and 2023 based on Treasury's allocation formula. Funds will be used to cover personnel costs deemed eligible use expenses under the Government Services category on Treasury's non-exhaustive list of activities that fulfill a government purpose.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr		
230052	331049	LATCF - (ARPA)	American Rescue Plan	100000	Increase	Credit		
230052	498010	LATCF - (ARPA)	Trans To General Fund	100000	Increase	Debit		

Total

Grand Total:	200000

Request Info	
Type	Budget Amendment
Description	LATCF ARPA Gen Gov Services
Justification	Board Meeting 11/7/2022 - Transfer $100,000 of the Local and Tribal Consistency Fund (LATCF) ARPA funding to cover general government services as an eligible use of the LATCF funding from US Treasury for revenue sharing counties.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
109800	398223	Interfund Trans General Fund	Trans Frm Special Revenue Fund	100000	Increase	Credit
100000	399100	General Revenues	Fund Balance Appropriated	-100000	Decrease	Debit

Total

Grand Total:	0

GUIDANCE FOR THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

U.S. Department of the Treasury
July 2022

INTRODUCTION

The U.S. Department of the Treasury (Treasury) is issuing this guidance regarding the Local Assistance and Tribal Consistency Fund (LATCF), established by Section 605 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (American Rescue Plan). This guidance provides a summary of the structure and terms of the program, including information about eligible uses of funds, program administration, and other requirements under the LATCF program. This guidance may be updated, revised, or modified, and Treasury may waive these standards to the extent permitted by law.

The American Rescue Plan appropriated $2 billion to Treasury across fiscal years 2022 and 2023 to provide payments to eligible revenue sharing counties and eligible Tribal governments for use on any governmental purpose except for a lobbying activity. Eligible recipients must submit a request for funding in the Treasury Submission Portal to receive their payments, and further instructions can be found on the Treasury website. There is no pre-approval process for projects funded by the program. Recipients must submit periodic reports to Treasury on their expenditures.

The purpose of the LATCF program is to serve as a general revenue enhancement program. Many eligible revenue sharing counties and eligible Tribal governments have historically experienced fluctuations in their revenues, and this program is designed, in part, to supplement existing federal programs that augment and stabilize revenues for these communities. In providing support to these communities, allocations under this program consider the economic conditions of recipients.

Under this program, recipients have broad discretion on uses of funds, similar to the ways in which they may use funds generated from their own local revenue sources. Specifically, recipients may use these funds on any governmental purpose other than a lobbying activity. Recipients may maintain or expand public services – such as health, educational, housing, and public safety services – to their communities with these funds. Recipients may also invest in infrastructure – from roads and bridges to water infrastructure – to facilitate economic development, improve health outcomes, or transition their communities to clean energy. Recipients may also invest in restoring and bolstering government capacity, such as increasing the size of their government workforce or investing in improvements in service delivery, like technology infrastructure and data analysis resources, that will improve delivery of services to their communities for years to come.

I. PROGRAMMATIC TERMS OF THE ASSISTANCE

This section describes the programmatic terms of the program, including key information on eligible applicants, allocations, eligible and ineligible uses of funds, eligible and ineligible costs, and the availability of funds. Recipients are subject to the terms of the award agreement that they must enter into in order to receive funding.

A. ELIGIBLE APPLICANTS

The American Rescue Plan identifies eligible revenue sharing counties and eligible Tribal governments as the governments eligible to request payment of their allocation of the program and defines eligibility as follows:

- An *eligible revenue sharing county* is a county, parish, or borough that is independent of any other unit of local government; and that, as determined by the Secretary of the Treasury, is the principal provider of government services for the area within its jurisdiction; and for which, as determined by the Secretary, there is a negative revenue impact due to implementation of a Federal program or changes to such program. In addition, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the United States Virgin Islands are eligible revenue sharing counties.

- An *eligible Tribal government* is the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published most recently as of the date of enactment of the American Rescue Plan pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 1531).

B. ALLOCATIONS

Section 605(b) provides for a total of $2 billion for Treasury to make payments to eligible revenue sharing counties and eligible Tribal governments over fiscal years 2022 and 2023. The provision directs the Secretary to reserve $750 million to allocate and pay to eligible revenue sharing counties for each of fiscal years 2022 and 2023, taking into account economic conditions of each eligible revenue sharing county, using measurements of poverty rates, household income, land values, and unemployment rates, as well as other economic indicators, over the 20-year period ending with September 30, 2021. Separately, the provision directs the Secretary to reserve $250 million to allocate and pay to eligible Tribal governments for each of fiscal years 2022 and 2023, taking into account economic conditions of each eligible Tribe.

Eligible Tribal governments may log in to the Treasury Submission Portal to review their specific allocations under the program. Eligible revenue sharing counties may review their allocations on the Treasury website once the $1.5 billion Local Assistance Fund for eligible revenue sharing counties has been launched.

C. ELIGIBLE AND INELIGIBLE USES OF FUNDS

a) Eligible Uses

Section 605(c) provides flexible support for eligible revenue sharing counties and eligible Tribal governments to meet their jurisdictions' needs. Specifically, the statute directs that recipients may use funds for any governmental purpose other than a lobbying activity.

As a general matter, recipients may treat these funds in a similar manner to how they treat funds generated from their own local revenue. Programs, services, and capital expenditures that are traditionally undertaken by a government are considered to fulfill a "governmental purpose." For Tribal governments, investing in activities undertaken by Tribal enterprises, such as operating or capital expenditures for businesses that are owned or controlled by a Tribal government, are considered a governmental purpose. However, the LATCF funds may not be used for lobbying activities.

A non-exhaustive list of example activities that fulfill a governmental purpose include, but are not limited to:

- Provision of health services, educational services, court services, police, fire, emergency medical, and other public safety services, utilities or sanitation services, and direct assistance to households (including cash assistance);
- Capital expenditures on core facilities and equipment, including in housing and community development (e.g., schools, hospitals, childcare facilities, and parks and recreation facilities), public safety facilities and equipment (e.g., police vehicles), and government administration buildings;
- Infrastructure investments, including roads, bridges, water and sewer systems, utility systems, airports, public transit, and technology infrastructure;
- Long-term economic development activities, including affordable housing development, workforce development and other programs to strengthen local communities undergoing economic transitions;
- General government operations, such as general government administration, personnel costs, administrative facilities, record keeping, tax assessments, or election administration; and
- Meeting another federal program's non-federal match or cost-sharing requirements, unless barred by statute or other applicable law (as detailed further in this guidance).

Federal Davis-Bacon Act prevailing wage rate requirements do not apply to projects funded solely by the LATCF except for LATCF-funded construction projects undertaken by the District of Columbia.[1] Further, generally, receipt of LATCF funding does not trigger the National

[1] Neither the Davis-Bacon Act nor Davis-Bacon Act related provisions requirements apply to projects funded solely with award funds from the LATCF, except for LATCF-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies to the District of Columbia when it uses federal funds to enter into contracts over $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be subject to the requirements of the Davis-Bacon Act, when LATCF funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of

Environmental Policy Act (NEPA),[2] although recipients must ensure compliance with all applicable federal environmental laws.

b) Ineligible Uses

Recipients may not use federal funds to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation. Amounts that are used in violation of the lobbying restriction set forth in this guidance may be subject to recoupment.

c) Compliance with financial management, procurement, and conflicts of interest standards

Recipients must expend and account for the LATCF funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to their expenditure of and accounting for their own funds. Treasury will monitor violations of this requirement through reporting and other sources. Recipients should also review the Buy America domestic content procurement preference requirements, below.

D. ELIGIBLE AND INELIGIBLE COSTS

As a general matter, recipients may use funds to cover costs incurred on any eligible use, including costs incurred from March 15, 2021. Recipients may use funds to cover costs of administering the LATCF program, including costs of consultants to support effective management and oversight as well as compliance with legal, regulatory, and other requirements.

E. TRANSFERS

Recipients may transfer to and pool LATCF funds with other entities for projects, provided that recipients are able to track use of the funds in line with the reporting and compliance requirements of the LATCF. As an example, neighboring counties may pool funds in order to invest in a regional infrastructure project. Further, recipients may fund a project with both LATCF funds and other sources of funding, provided that the project is an eligible use under each source program and recipients are compliant with all other related statutory and regulatory requirements and policies.

Transfers under this program do not give rise to subrecipient relationships given the purpose of the award. As a result, recipients do not need to comply with subrecipient monitoring or oversight requirements outlined in the Uniform Guidance at 2 C.F.R. § 200.331 through § 200.332. Further, no subrecipient reporting under 2 C.F.R. Part 170 will be required for this program, although

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the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as "baby Davis-Bacon Acts") may apply to projects.

[2] Projects supported with payments from LATCF may still be subject to NEPA review if they are also funded by or otherwise involve actions from other federal programs or agencies.

recipients meeting the applicable thresholds will still be required to report on executive compensation pursuant to 2 C.F.R. Part 170.

F. NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

As a general principle, federal funds that constitute revenue sharing to state and local governments may generally be used to meet the non-federal match or cost-share requirements of another program.[3]

Given the LATCF's purpose as a general revenue enhancement program and the broad eligible uses of LATCF funds, Treasury has determined that funds available under the LATCF program constitute revenue sharing. Therefore, funds under the program may be used to meet the non-federal cost-share or matching requirements of other federal programs. Pursuant to 2 C.F.R. § 200.306(b), if funds are legally available to meet the match or cost-share requirements of an agency's federal program, such awarding agency is required to accept such funds for the purpose of that program's match or cost-share requirements except in the circumstances enumerated in that section. If a recipient seeks to use LATCF funds to satisfy match or cost-share requirements for a federal grant program, it should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 C.F.R. § 200.306(b) would limit the use of LATCF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the LATCF funds for the match or cost-share requirement. Additional guidance specific to Medicaid and CHIP is forthcoming.

Recipients using LATCF funds to meet non-federal match or cost-share requirements of another federal program must ensure that the costs are eligible costs under the other federal program and are compliant with the statutory, regulatory, and program requirements of the LATCF and the other federal program.

G. AVAILABILITY OF FUNDS

All funds are available to recipients until expended or returned to Treasury.

[3] See U.S. Government Accountability Office, *Principles of Federal Appropriations Law, Third Edition, Volume II*, p. 10-99, GAO-06-382SP (February 2006), https://www.gao.gov/assets/gao-06-382sp.pdf

II. OPERATIONAL TERMS OF THE ASSISTANCE

This section provides a summary of operational terms of the program, including payments, reporting, and compliance. Treasury expects to release reporting and compliance guidance for the LATCF program at a later date.

A. PAYMENTS

Recipients may request payment of their allocation through the Treasury Submission Portal by following the instructions on Treasury's website. Eligible applicants will be required to complete payment information and sign an award agreement. Tribal governments will be required to complete a certification regarding economic conditions.

B. REPORTING

All recipients will be responsible for submitting an annual Project and Expenditure report to Treasury, which is expected to require data on obligations and expenditures by category of use and certification that funds have not been used to fund lobbying activities. Treasury will release detailed reporting guidance soon.

Information provided through annual reporting will be used to facilitate Treasury's compliance review for uses of funds that do not comply with program requirements, as well as to reduce the risk of waste, fraud, and abuse. Any eligible revenue sharing county that is determined to have failed to submit a report may be required to repay to Treasury an amount up to 5 percent of its total allocation, as authorized by Sections 605(d) and (e).

C. OVERSIGHT

Recipients will be subject to audit or review by the Treasury Inspector General and Government Accountability Office. Recipients are subject to the Single Audit Act and its implementing regulations at 2 C.F.R. Part 200 Subpart F.

D. COMPLIANCE

a) General

Treasury may recoup funds from any recipient in cases of misuse of LATCF funds. Separately, in case of a failure to report, Section 605(c) provides specifically that Treasury may also recoup funds from an eligible revenue sharing county of an amount that the Secretary determines appropriate but that does not exceed 5 percent of the recipient's total allocation.

Any amounts that Treasury has determined to recoup would be subject to generally applicable federal debt collection laws and procedures, including the provisions set forth in Chapter 37 of title 31 of the United States Code and the Federal Claims Collection Standards at 31 C.F.R. Parts 900 through 904.

Treasury expects to work with recipients to support the use of LATCF funds and the timely filing of annual reports to Treasury. Treasury may, for example, request additional information and work

with recipients to remedy the failure to timely file a report before initiating the recoupment process. Treasury may pursue additional remedies for noncompliance with applicable law or program requirements in conjunction with, or as an alternative to, recoupment, including imposing conditions on the receipt of additional LATCF funds by the recipient and/or terminating further payments from the LATCF.

b) Recoupment Process

Treasury will monitor recipients' compliance with legislative and program requirements through evaluation of information submitted by recipients through annual reporting as well as other sources. If Treasury identifies an instance of potential non-compliance, Treasury expects to provide the recipient with a notice of the proposed non-compliance. Treasury expects the notice of proposed non-compliance to set forth a process consistent with the award terms and conditions and applicable law. Recipients that receive a final determination of non-compliance from Treasury will be required to repay any amounts in accordance with the process set forth in the final determination of non-compliance.

Treasury retains the discretion to provide additional guidance on the process set forth above in accordance with and as permitted by Chapter 37 of title 31 of the United States Code and the Federal Claims Collection Standards at 31 C.F.R. Part 900.

E. APPLICATION OF FEDERAL FINANCIAL ASSISTANCE REQUIREMENTS

The LATCF is considered federal financial assistance and recipients are generally subject to laws and regulations applicable to federal financial assistance.

a) Financial Assistance Award Management Requirements

LATCF recipients are subject to the following provisions of 2 C.F.R. Part 200 (the Uniform Guidance):

- 2 C.F.R. Subpart A (Acronyms);
- 2 C.F.R. 200.100-110 (certain General Provisions);
- 2 C.F.R. 200.203 (public notice of Federal financial assistance programs);
- 2 C.F.R. 200.303 (internal controls); and
- Single Audit Act and its implementing regulations at 2 C.F.R. Part 200 Subpart F.

Per 2 C.F.R. § 200.101(b), the program is not subject to other Uniform Guidance provisions beyond those detailed above, such as the provisions regarding program income, interest advances, equipment and real property management, procurement requirements, or subrecipient monitoring and reporting requirements. Therefore, capital assets acquired using LATCF funds are not subject to the Uniform Guidance's use and disposition instructions, and program income is income to the recipient government and not subject to program restrictions.

No subrecipient reporting under 2 C.F.R. Part 170 (implementing the Federal Funding Accountability and Transparency Act of 2006) will be required for this program, although recipients meeting the applicable thresholds will still be required to report on executive

compensation pursuant to 2 C.F.R. Part 170. Treasury's regulations at 31 C.F.R. Part 19 (implementing OMB's Guidelines to Agencies on Governmentwide Debarment and Suspension at 2 C.F.R. Part 180) are applicable to the program. Recipients are required to comply with the System for Award Management (SAM) requirements in 2 C.F.R. Part 25.[4]

There are no matching, level of effort, or earmarking compliance responsibilities associated with the LATCF program.

b) Buy America Domestic Content Procurement Preference

The Build America, Buy America Act establishes domestic content procurement preference requirements for federal financial assistance programs for infrastructure.[5] These requirements apply to the LATCF. As such, expenditures for iron, steel, manufactured products, and construction materials used in an infrastructure project funded using a LATCF award generally must be produced in the United States. These requirements do not apply to non-infrastructure projects or to infrastructure projects undertaken in response to the COVID-19 public health emergency.

Recipients should review the details of these domestic content procurement requirements as provided in the terms and conditions of the LATCF award, which follow the guidance provided by the Office of Management and Budget (OMB).[6] The definition of infrastructure as provided by the Build America, Buy America Act and OMB guidance is broad and includes the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. An infrastructure project includes the construction, alteration, maintenance, or repair of infrastructure.

Treasury plans to propose a waiver from the Build America, Buy America Act requirements for awards made under the LATCF program. Treasury will post the proposed waiver and its terms, including its duration, on the Treasury website, and will also provide an update after the public comment period has closed. Should a waiver be issued, infrastructure projects undertaken under awards issued after the waiver is effective will not be subject to Build America, Buy America Act requirements.

An eligible Tribal government may request funding and receive an award before a waiver is issued and becomes effective. However, typically, only awards issued after the waiver is issued and becomes effective are excluded from the requirements of the Buy America, Build America Act. If

[4] 2 C.F.R. Part 25, Subpart C, is inapplicable to this program as transfers under this program do not give rise to subrecipient relationships.

[5] *See* section 70914(a) of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (IIJA). The Buy America, Build America Act was included as sections 70901-27 of the IIJA.

[6] OMB's guidance is provided in OMB Memorandum M-22-11, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure" (April 18, 2022), *available at* https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf.

a Tribal government receives an award prior to the date any waiver becomes effective, then the award may still be subject to the requirements of the Buy America, Build America Act. Treasury will provide more details on the waiver's effective date on its website.

The Buy America, Build America Act requirements do not apply to expenditures using LATCF funds for infrastructure projects undertaken in response to the COVID-19 public health emergency or in response to or anticipation of other major disasters or emergencies declared by the President under the Stafford Act.[7] Treasury recognizes that the public health emergency is impacting recipients in different ways and that recipients are impacted by a broad range of other types of major disasters and emergencies declared under the Stafford Act. Accordingly, recipients should make their own determinations as to what infrastructure projects they need to undertake to respond to the COVID-19 public health emergency or other Stafford Act disaster or emergency.

F. COMPLIANCE WITH OTHER APPLICABLE LAWS

Recipients are responsible for complying with all other applicable laws in the course of using the funds from their award, including all applicable environmental laws and all laws applicable to federal financial assistance (unless stated otherwise in this guidance or the award agreement). Applicable laws include but are not limited to those listed in the award agreement.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997) re: Increasing Seat Belt Use, Treasury encourages recipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles. Recipients should also encourage their contractors to adopt and enforce such policies.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), re: Reducing Text Messaging While Driving, Treasury encourages recipients to encourage their employees and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[7] More specifically, as provided in OMB's guidance, the requirements of the Buy America, Build America Act do not apply to expenditures made in anticipation of or in response to an event or events that qualify as an "emergency" or "major disaster" within the meaning of the Stafford Act, 42 U.S.C. § 5122(1), (2). *See* OMB Memorandum M-22-11 at 3-4.

III. CONTACT INFORMATION

E-mail correspondence is preferred. Correspondence by mail may be subject to significant delays**.**

LATCF@treasury.gov

U.S. Department of the Treasury
Attn: **Local Assistance and Tribal Consistency Fund**
1500 Pennsylvania Ave NW
Washington, DC 20220

treasury.gov/LATCF

REPORTING GUIDANCE FOR THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

U.S. Department of the Treasury
September 2022

INTRODUCTION

The U.S. Department of the Treasury (Treasury) is issuing this reporting guidance regarding the Local Assistance and Tribal Consistency Fund (LATCF), established by Section 605 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (American Rescue Plan). The American Rescue Plan appropriated $2 billion across fiscal years 2022 and 2023 to provide payments to eligible revenue sharing counties and eligible Tribal governments for use on any governmental purpose, except for a lobbying activity. The statute defines "eligible revenue sharing county" to include the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the United States Virgin Islands and statements to such counties in this guidance apply to these territories.

The purpose of LATCF is to serve as a general revenue enhancement program. As outlined in the *Guidance for the Local Assistance and Tribal Consistency Fund*, recipients have broad discretion on uses of funds and may treat these funds in a similar manner to how they treat funds generated from their own local revenue. For instance, programs, services, and capital expenditures that are traditionally undertaken by a government are considered to fulfill a "governmental purpose." For Tribal governments, investing in activities undertaken by Tribal enterprises, such as operating costs or capital expenditures for businesses that are owned or controlled by a Tribal government, are likewise considered to fulfill a governmental purpose. However, as stated above and outlined further in the Ineligible Uses section of the *Guidance for the Local Assistance and Tribal Consistency Fund*, LATCF funds may not be used for lobbying activities.

Each recipient is responsible for ensuring that its LATCF programs are implemented in accordance with applicable legal, regulatory, and other program requirements including the awards terms and conditions provided in recipients' financial assistance agreements. As outlined in the LATCF guidance, recipients are subject to certain provisions of 2 C.F.R. Part 200 (the Uniform Guidance), including Subpart F, Audit Requirements. Recipients should review the LATCF guidance to understand which provisions of the Uniform Guidance do and do not apply. Additionally, recipients must ensure they maintain active registration in the System for Award Management (SAM.gov) for the duration of their award.

This reporting guidance details the reporting requirements for governments that receive LATCF funding, including the following:

- Section I concerns the annual reporting requirements. Recipients are required to submit annual reports to Treasury that detail all obligations and expenditures broken down by governmental purpose reporting category.
- Section II discusses required certifications. Specifically, recipients must certify that LATCF funds are not being spent on lobbying activities. Each recipient must also certify that the information reported is accurate and that LATCF funds are being used in accordance with applicable legal, regulatory, and program requirements.
- Section III discusses other information related to reporting, including compliance and record keeping.

Treasury will create an online portal that recipients must use to submit reporting data. Treasury may publicly release reports and/or extracts of data based on the information reported to provide transparency about how LATCF funds are being used by recipients. In any public report or data, Treasury will, subject to applicable laws and regulations, withhold information that appears to be personally identifiable information and sensitive information such as commercial or financial information about businesses that is privileged and confidential.

This guidance may be updated, revised, or modified, and Treasury may waive these standards to the extent permitted by law. For more information on LATCF, please visit: https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/local-assistance-and-tribal-consistency-fund.

OMB Control Number: 1505-0276

OMB Expiration Date: 03/31/2023

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden for the collections of information included in this guidance is as follows: two hours.

Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

I. Annual Report

a. Reporting Deadlines

Each recipient will be responsible for submitting an annual Obligation and Expenditure Report to Treasury by March 31 of each year (beginning in 2023) until the recipient has submitted its final report accounting for expenditure of all LATCF funds received. Recipients are required to continue submitting an annual report until their entire award is expended and accounted for in their submitted report(s) and will be required to indicate when their final report is submitted. After verifying that all obligations and expenditures have been reported, Treasury will send notice to the recipient confirming that no additional reports are required. Treasury may provide additional closeout guidance at a later date.

For example, for the next several fiscal years, each annual report should be submitted as follows:

Table 1. Reporting Periods and Submission Deadlines.

Reporting Period	Submission Deadline
January 1, 2022 to December 31, 2022	March 31, 2023
January 1, 2023 to December 31, 2023	March 31, 2024
January 1, 2024 to December 31, 2024	March 31, 2025
January 1, 2025 to December 31, 2025	March 31, 2026
January 1, 2026 to December 31, 2026	March 31, 2027
January 1, 2027 to December 31, 2027	March 31, 2028

b. Required Information

Recipients are required to report annually on obligations and expenditures made using their LATCF award.[1] Specifically, recipients are required to report on (i) current period obligations, (ii) cumulative obligations, (iii) current period expenditures, and (iv) cumulative expenditures for each government purpose reporting category discussed below. Data may be reported on a cash, accrual, or modified accrual basis, as long as the methodology is consistently applied throughout the covered period and until reporting is no longer required.

As a general matter, recipients may use funds to cover costs incurred on any eligible use, including costs incurred from March 15, 2021. Recipients may use funds to cover costs of administering the LATCF program, including costs of consultants to support effective management and oversight as well as compliance with legal, regulatory, and other program requirements. In the *Guidance for the Local Assistance and Tribal Consistency Fund,* Treasury provided a non-exhaustive list of examples of activities that fulfill a governmental purpose. The

[1] Recipients should follow the definitions of "financial obligation" and "expenditure" in Uniform Guidance 2 CFR § 200.1 (Definitions) for purposes of completing these reports. As contemplated by the definition of financial obligation, Treasury recognizes that recipients may obligate funds through means other than contracts. In these circumstances, recipients must follow state, local, or Tribal law and their own established practices and policies regarding when they are considered to have incurred an obligation and how those obligations are documented.

examples below in parentheses expand on that list. These examples in parentheses are also non-exhaustive.

- Government Services: programmatic services intended to serve the community and non-infrastructure/capital expenditures related to—
    - Health Services (public health expenditures related to the pandemic, as well as medical expenses and behavioral healthcare, and emergency medical)
    - Education (elementary and secondary education related expenditures, early education, addressing learning loss)
    - Public Safety (police, fire, correction/detention, court services, responding to violence)
    - Social Services (adult and children protective services, foster care, family preservation programs, benefit programs, such as food assistance, emergency housing, cash assistance, and utility assistance)
    - Economic Development (tourism, general economic development, workforce development, projects to generate new employment, and stimulate growth)
    - General Government Operations (government administration, personnel costs, administrative facilities, record keeping, tax assessments, election administration)
    - Other Services
- Capital Expenditures[2]: capital expenditures related to—
    - Health Services (hospitals, clinics)
    - Education (schools, childcare facilities)
    - Public Safety (facilities and equipment, including police vehicles)
    - Community Development (parks and recreation facilities)
    - Housing (new affordable housing construction, maintenance)
    - Government Administration (buildings)
    - Economic Development
    - Other Capital Expenditures
- Transportation/Water/Sewer/Technology: infrastructure expenditures related to—
    - Transportation (roads, bridges, airports, public transit)
    - Water/Sewer
    - Technology Development
    - Other Infrastructure
- Other Governmental Purposes: other expenditures related to—
    - Non-Federal Match/Cost Sharing Requirements
    - LATCF Program Administration
    - Other Purposes Not Listed Above

[2] Please note that capital expenditures may include expenditures on infrastructure as defined in the award terms and conditions and in the footnote below.

Table 2. Governmental Purpose Reporting Categories.

Recipients should select the appropriate governmental purpose reporting category based on the nature of the obligations and expenditures and identify whether the obligation/expenditure was for an infrastructure project.[3] Obligations and expenditures reported should be scoped to align to a single governmental purpose category.

Category	**Subcategory**	**Obligation Data**		**Expenditure Data**		**Infrastructure (check "Y" for Infrastructure)**
		Current Period	Cumulative	Current Period	Cumulative	
EC 1: Government Services						
	1.1 Healthcare					
	1.2 Education					
	1.3 Public Safety					
	1.4 Social Services					
	1.5 Economic Development					
	1.6 General Government Operations					
	1.7 Other Services					
EC 2: Capital Expenditures						
	2.1 Healthcare					
	2.2 Education					
	2.3 Public Safety					
	2.4 Community Development					
	2.5 Housing					
	2.6 Government Administration					
	2.7 Economic Development					
	2.8 Other Capital Expenditures					
EC 3: Transportation/Water/ Sewer/Technology						
	3.1 Transportation					

[3] For purposes of this reporting guidance, the term "infrastructure" has the meaning provided in the a ward terms and conditions related to compliance with the Buy America, Build America Act, as follows: infrastructure means public infrastructure, including but not limited to, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property.

	3.2 Water/Sewer					
	3.3 Technology Development					
	3.4 Other Infrastructure					
EC 4: Other Governmental Purposes						
	4.1 Non-Federal Match/Cost Sharing*					
	4.2 LATCF Program Administration					
	4.3 Other Purposes Not Listed Above					

* Please see page 5 of the *Guidance for the Local Assistance and Tribal Consistency Fund* for additional information about using LATCF funds for non-federal matching requirements.

II. Certifications

Each recipient must submit a certification, using the form in Appendix 1, with every annual report, certifying that no LATCF funds were used for lobbying activities, in addition to completing the annual certifications and representations in SAM.gov. Amounts that are used in violation of the lobbying restriction set forth in the American Rescue Plan will be subject to recoupment. Furthermore, recipients must also certify that any information reported is accurate and that the approved programs of the recipient are being implemented in accordance with applicable legal, regulatory, and other program requirements as part of their annual report submission.

III. Other Information

a. Subaward Information

Treasury is not collecting subaward data for LATCF funded activities because Treasury has determined that there are no subawards under this program. The definition of subrecipient in the Uniform Guidance states that a subaward is for the purpose of "carrying out" a portion of a federal award. The federal purpose of LATCF is to serve as a general revenue enhancement program for all recipients that receive payments from existing revenue-sharing programs. The federal purpose of the award—to enhance revenue for eligible recipients—is accomplished once funds are available for use by recipients. Therefore, recipients' use of LATCF funds does not give rise to subrecipient relationships given that there is no federal program or purpose to carry out beyond making funds available for use.

b. Uniform Guidance Applicability

LATCF recipients are only subject to the following provisions of 2 C.F.R. Part 200 (the Uniform Guidance):

- 2 C.F.R. Subpart A (Acronyms and Definitions);

- 2 C.F.R. 200.100-110 (certain General Provisions);
- 2 C.F.R. 200.203 (public notice of Federal financial assistance programs);
- 2 C.F.R. 200.303 (internal controls); and
- Single Audit Act and its implementing regulations at 2 C.F.R. Part 200 Subpart F.

Per 2 C.F.R. § 200.101(b), the program is not subject to other Uniform Guidance provisions beyond those detailed above, such as the provisions regarding program income, interest advances, equipment and real property management, procurement requirements, or subrecipient monitoring and reporting requirements.

c. Records Maintenance and Retention

As stated in the Award Terms and Conditions, all eligible Tribal governments and eligible revenue sharing counties must maintain records regarding the award and permit Treasury and other oversight bodies access to such records. Please see Appendix 2 for more information on the scope this requirement.

d. Additional Reporting

Treasury may unilaterally increase the frequency and the scope of a recipient's reporting requirements if Treasury finds the recipient to be a high-risk jurisdiction. To determine whether a recipient is a high-risk jurisdiction, Treasury will apply a risk evaluation approach that is consistent with the principles set forth in 2 C.F.R. § 200.206. Treasury may find a recipient to be a high-risk jurisdiction prior to the jurisdiction's receipt of allocated funds or after the recipient receives its allocated funds.

e. Buy America

The Build America, Buy America Act establishes domestic content procurement preference requirements for Federal financial assistance programs for infrastructure.[4] These requirements apply to projects for infrastructure funded in whole or part with a LATCF award. These requirements do not apply to non-infrastructure projects or to infrastructure projects undertaken in response to the COVID-19 public health emergency.

The certification attached as Appendix 1 includes a certification as to recipients' compliance with these requirements. For more information on this topic, including information on any waivers that are issued from the Build America, Buy America requirements, please visit the LATCF Treasury website.

f. Civil Rights Compliance

Eligible revenue sharing county recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of

[4] The definition of "infrastructure" is provided in the award terms and conditions. *See* footnote 3, above.

Federal funds.[5] Those requirements include ensuring that eligible revenue sharing counties receiving Federal financial assistance from Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and Treasury's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and Treasury's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from eligible revenue sharing county recipients to ascertain their compliance with the applicable requirements. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that eligible revenue sharing county recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

g. Compliance Advisory

Information provided through annual reporting will be used to facilitate Treasury's compliance review for uses of funds that do not comply with the LATCF, Treasury's guidance, or other program requirements, as well as to reduce the risk of waste, fraud, and abuse. Treasury may recoup funds from any recipient in cases of misuse of LATCF funds. Separately, in case of a failure to report, Section 605(c) of the Social Security Act provides specifically that Treasury may recoup funds from an eligible revenue sharing county of an amount that the Secretary determines appropriate but that does not exceed 5 percent of the total amount of LATCF funds paid to the eligible revenue sharing county.

[5] Please note that the award terms and conditions for Treasury's pandemic recovery programs, including the LATCF, do not impose antidiscrimination requirements on Tribal governments beyond what would otherwise apply under federal law.

Appendix 1.

Certification Required with LATCF Annual Report

The undersigned, on behalf of [_____] ("recipient") specified below, hereby makes the following certifications to the U.S. Department of the Treasury as of the date of this certification:

1. The information, certifications, attachments, and other information provided by the recipient to the U.S. Department of the Treasury related to the Local Assistance and Tribal Consistency Fund ("LATCF") are true and correct and do not contain any materially false, fictitious, or fraudulent statement, nor any concealment or omission of any material fact;

2. The recipient is utilizing LATCF funds in accordance with all applicable legal, regulatory, and other program requirements, including as provided under Section 605 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, and any guidance released by the U.S. Department of the Treasury;

3. The recipient has not spent any LATCF funds on lobbying activities as outlined in the Ineligible Uses section of Treasury's *Guidance for the Local Assistance and Tribal Consistency Fund*;

4. To the extent applicable to the recipient's award, the recipient is in compliance with Treasury guidance on the application of Build America and Buy America to LATCF funds and any waivers issued by Treasury with regards to the application of BABA requirements to this program; and

5. The undersigned has authority to execute and deliver this certification on behalf of the recipient.

Name:

Title:

Telephone:

Email:

Appendix 2

Record Maintenance and Retention

Each recipient must retain all financial records, supporting documents, statistical records, and all other records pertinent to its LATCF award for a period of five years from the date of submission of the final annual report. This requirement includes documentation necessary to show compliance with the Build America, Buy America Act, to the extent applicable to the recipient's award.

Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of the recipient that are pertinent to the recipient's allocation, and to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interviews and discussion related to such documents.

Because recipients and their contracted entities may receive sensitive information in the course of completing projects using the award, Treasury strongly encourages recipients and their contracted entities to establish robust protections against data breaches and misuse and to comply with all applicable privacy laws.

Local Assistance and Tribal Consistency Fund

Allocations to Eligible Revenue Sharing Counties

September 2022

Section 605 of the Social Security Act (the Act), added by Section 9901 of the American Rescue Plan (ARPA), established the Local Assistance and Tribal Consistency Fund (LATCF), which provides for Treasury to pay $2 billion to eligible revenue sharing counties and eligible Tribal governments across fiscal years 2022 and 2023 for use on any governmental purpose except for a lobbying activity. This document summarizes Treasury's methodology for determining eligibility and allocating funds to eligible revenue sharing counties.

The Act appropriates $1.5 billion to Treasury for payment to eligible revenue sharing counties, reserving $750 million for each of fiscal years 2022 and 2023, and directs the Secretary of the Treasury (the Secretary) to allocate the funds "taking into account economic conditions of each eligible revenue sharing county using measurements of poverty rates, household income, land values, and unemployment rates as well as other economic indicators, over the 20 year period ending September 30, 2021."[1]

Eligibility Criteria

Statutory requirements for determining eligibility

The statute defines eligible revenue sharing counties to include any county, parish, or borough

(i) that is independent of any other unit of local government;
(ii) that, as determined by the Secretary, is the principal provider of government services for the area within its jurisdiction; and
(iii) for which, as determined by the Secretary, there is a negative revenue impact due to implementation of a Federal program or changes to such program.[2]

The statute also specifically enumerates the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the United States Virgin Islands as eligible revenue sharing counties.[3]

[1] 42 U.S.C. § 805(b)(1). Treasury previously announced the allocation of the $500 million reserved for Tribal governments, available here: https://home.treasury.gov/system/files/136/605-LATCF-Allocation-Methodology-Summary.pdf.

[2] *See* 42 U.S.C. § 805(f)(1)(A).

[3] *See id*. § 805(f)(1)(B).

Defining "a county, parish, or borough" that is "independent of any other unit of local government" and "the principal provider of government services"

Treasury referred to Census Bureau classifications to determine which units of government constitute "a county, parish, or borough" that is "independent of any other unit of local government" and "the principal provider of government services." Treasury referred to the Census Bureau's census of governments[4] and its classification of the functional status of counties and equivalents.[5]

First, Treasury referred to those geographic areas classified by the Census as counties including those that the Census Bureau categorizes as parishes or boroughs.[6]

Second, Treasury determined that counties that are consolidated with other units of government are not "independent of any other unit of local government."[7]

Third, Treasury determined that counties that do not have government functions or have only very limited government functions do not qualify as "principal provider[s] of government services." Such counties include those classified by the Census Bureau as "non-functioning legal entities."[8]

Defining "negative revenue impact due to implementation of a federal program implementation or changes to such program"

Treasury is defining counties with a "negative revenue impact due to the implementation of a Federal program or changes to such a program" to be counties that participate in the Payments in Lieu of Taxes (PILT) program administered by the Department of the Interior and the Refuge Revenue Sharing program administered by the Fish and Wildlife Service (FWS).[9] Both of these revenue sharing programs provide funds to counties that are available for expenditure for general

[4] *See* 13 U.S.C. § 161; Individual State Descriptions: 2017, 2017 Census of Governments, U.S. Census Bureau, G17-CG-ISD (April 2019) (2017 Census of Governments Report).

[5] *See* Functional Status Codes and Definitions, U.S. Census Bureau, https://www.census.gov/library/reference/code-lists/functional-status-codes.html.

[6] Entities in the Census of Governments Report with functional status codes of "F" and "S" are either fictitious county entities created by the Census Bureau to fill its geographic hierarchy or statistical entities that the Census Bureau uses to subdivide the unorganized borough of Alaska and are, therefore, not counties, parishes, or boroughs. *See* 2017 Census of Governments Report at 17.

[7] Such counties are listed in the Census of Governments Report with functional status codes "B" and "C."

[8] The Census Bureau lists those counties classified as non-functioning counties with functional status code "N." *See* 2017 Census of Governments Report at 280. In addition, the 14 counties in Vermont that perform very limited functions do not qualify as principal providers of government services. As summarized by the Census of Governments, Vermont's counties "perform very limited functions, which consist chiefly of maintaining the courthouse and county jail." *See* 2017 Census of Governments Report at 280.

[9] More specifically, Treasury will include counties that otherwise qualify as eligible revenue sharing counties and are listed by Interior as having land that is entitlement land for purposes of PILT or donated or acquired refuge land for purposes of the Refuge Revenue Sharing program.

purposes. Congress has not always provided consistent funding for these programs.[10] Counties receiving payments from these programs suffer a negative revenue impact when these programs are not fully funded, and the inconsistent funding of these programs means these counties are not able to confidently project their future revenues and thus are not able to plan their expenditures efficiently.

Under PILT, the Department of the Interior provides annual payments to counties and other local governments with certain categories of federal lands within their borders. These lands, referred to as "entitlement lands," include national parks, national forests, land managed by the Bureau of Land Management (BLM), land managed by FWS that has never left federal ownership, and others as set forth in PILT statute. Although Congress has appropriated full funding for the PILT program since fiscal year 2018, the PILT program has experienced other periods of constrained funding since 2005, requiring prorated reductions to the amounts paid to recipients under the allocation formula.

Under the Refuge Revenue Sharing program, the FWS provides annual payments to counties and other local governments that have land administered solely or primarily by the FWS. This includes payments for refuge lands that were acquired by or donated to the federal government and that are thus not included as entitlement lands for purposes of PILT. The Refuge Revenue Sharing program has also been inconsistently funded by Congress. Since 1981, Congress' appropriations for the program have varied, and the program has not been fully funded to pay the full amount to each county provided for in the allocation formula.

Thus, Treasury is defining counties "for which, as determined by the Secretary, there is a negative revenue impact due to implementation of a Federal program or changes to such program" as those counties that participate in the PILT and Refuge Revenue Sharing programs.

District of Columbia, Commonwealth of Puerto Rico, Guam, and the U.S. Virgin Islands

The District of Columbia, the Commonwealth of Puerto Rico, Guam, and the U.S. Virgin Islands are statutorily included as eligible revenue sharing counties for the LATCF program.

Total Eligible Revenue Sharing Counties

Overall, 2,086 total local governments meet the definition of a "county, parish, or borough" that is "independent of any other unit of local government" that is "the principal provider of services" and for which there is "a negative revenue impact as the result of the implementation of a federal program or changes to such program." This includes the District of Columbia and the 3 territories, Puerto Rico, Guam, and U.S. Virgin Islands, specifically enumerated as eligible by the statute.

[10] *See* FWS, Historical Summary of Refuge Revenue Sharing Payments, https://www.fws.gov/sites/default/files/documents/RefugeRevShare%20Historical%20Summary2022.pdf (indicating less than full funding for the Refuge Revenue Sharing program since 1981). A discussion of annual funding levels for PILT is provided in Interior's PILT annual reports, available at https://www.doi.gov/pilt/resources/annual-reports.

Allocation Methodology

The Act provides that the Secretary shall determine the allocations for eligible revenue sharing counties "taking into account economic conditions of each eligible revenue sharing county, using measurements of poverty rates, household income, land values, and unemployment rates as well as other economic indicators, over the 20-year period ending with September 30, 2021."[11]

Data Sources for Statutory Economic Indicators ("poverty rates, household income, land values, and unemployment rates")

Poverty Rates and Median Household Income

Treasury used data on poverty rates and median household income as published by the Census Bureau at the county level in its Small Area Income and Poverty Estimates (SAIPE) program, last published in December 2021, reflecting data for calendar year 2020.[12] This Census Bureau data source is meant to "provide estimates of income and poverty for the administration of federal programs and the allocation of federal funds to local jurisdictions."[13]

Unemployment Rates

Treasury used data on unemployment rates by county, through 2021, published by the Bureau of Labor Statistics (BLS) Local Area Unemployment Statistics (LAUS) dataset. BLS LAUS program data is derived from the Current Population Survey, which is the household survey that is the source of the national unemployment rate.[14]

Land Values

Given the program's legislative purpose of providing additional funding to counties with federal lands[15] and the lack of comprehensive availability of property value data at a county or territorial level, Treasury's allocation uses the amount of acres of federal land constituting entitlement land for the purposes of PILT and acquired or donated federal lands for purposes of the Refuge Revenue Sharing program for fiscal year 2021 in an eligible revenue sharing county.

Data Sources for "Other Economic Indicators"

Treasury considered various other economic indicators to factor into the allocation methodology. In evaluating whether to add a specific metric, staff considered whether there is available data at

[11] 42 U.S.C. § 805(b)(1).

[12] "The U.S. Census Bureau's Small Area Income and Poverty Estimates program produces single-year estimates of income and poverty for all U.S. states and counties." Census, Small Area Income and Poverty Estimate Program, https://www.census.gov/programs-surveys/saipe/about.html..

[13] *Id*.

[14] BLS, Local Area Unemployment Statistics, https://www.bls.gov/lau/lauov.htm.

[15] 167 CONG. REC. S1271 (daily ed. Mar. 5, 2021) (statement of Sen. Wyden).

the county level and the extent to which the additional metric captures something distinct from what is already required by the statute.

Treasury incorporated childhood poverty and population into the allocation as "other economic indicators." Childhood poverty, while correlated with overall poverty, provides a distinct measure of economic conditions, given the long-term impact of poverty on children.[16] Childhood poverty data is available as published by the Census Bureau at the county level in the SAIPE program, last published in December 2021, reflecting data for calendar year 2020, and is incorporated into the Economic Distress Index described further below.

Population is a useful proxy for the size of an economy and the extent of the burden placed on the county government to provide essential services. Population data at the county level is available as published by the Census Bureau via its Subcounty Resident Population Estimates data set.[17] To account for population as an additional economic indicator, as described further below, Treasury imposed a per capita maximum payment using population data as of July 1, 2021, scaled to the effective fiscal year 2021 per capita maximum under PILT.

Allocation Formula

Overall, Treasury's allocation formula is based on the calculation of a county's relative economic condition compared to other eligible revenue sharing counties and its acres of federal land. Allocations are subject to a total maximum of $6,000,000, a total minimum of $50,000, as well as a per capita maximum of $300. This methodology and the above data sources were used to determine allocations for both fiscal years 2022 and 2023. Specifically, Treasury used the following methodology to allocate funds:

- Treasury calculated an Economic Distress Index (EDI) by multiplying economic indicators (poverty rate, childhood poverty rate, median household income, and unemployment rate), averaged over the 20-year period for which data are available, in proportion to their national figures (except for the data for Puerto Rico, which were averaged over the available 10-year period, and Guam and U.S. Virgin Islands, which do not have a calculated EDI, as further described below). A higher EDI value reflects relatively higher economic distress.

- Treasury sorted eligible revenue sharing counties into five groups based on the quintile of their EDI values, such that group 1 has the least distressed economic conditions and group 5 has the most distressed economic conditions. Counties in the same group receive the same "EDI group number," reflecting which EDI group they fall in. The relationship is such that counties in group 2 receive twice the EDI weighting as counties in group 1, counties in group 3 receive three times the EDI weighting as counties in group 1, counties

[16] *See, e.g.*, Chapter 3: Consequences of Child Poverty, A Roadmap to Reducing Child Poverty. National Academies of Sciences, Engineering, and Medicine. National Library of Medicine Bookshelf. https://www.ncbi.nlm.nih.gov/books/NBK547371/. February 28, 2019.

[17] *See* Incorporated Places and Minor Civil Divisions Datasets: Subcounty Resident Population Estimates: April 1, 2020 to July 1, 2021 (SUB-EST2021); https://www.census.gov/newsroom/press-kits/2022/subcounty-estimates.html.

in group 4 receive four times the EDI weighting as counties in group 1, counties in group 5 receive five times the EDI weighting as counties in group 1.

- Treasury then calculated a county's "Scaled EDI" by multiplying its EDI group by its acres of federal land (sum of a county's PILT-eligible acres as listed by Interior as having land that is entitlement land for purposes of PILT or donated or acquired refuge land for purposes of the Refuge Revenue Sharing program).

- Treasury calculated the annual allocation for an eligible revenue sharing county by comparing the county's Scaled EDI as a proportion of the available annual funds ($750,000,000) relative to the sum total of all Scaled EDIs, subject to a minimum, an absolute maximum, and a per capita maximum.

- Treasury calculated the total allocation of FY22 and FY23 payments by multiplying each eligible revenue sharing county's annual allocation by 2.

Treatment of the District of Columbia, Commonwealth of Puerto Rico, Guam, and the U.S. Virgin Islands

While all data described above is available for the District of Columbia, data availability varies for Puerto Rico, Guam, and the U.S. Virgin Islands. The District of Columbia is treated the same as other eligible revenue sharing counties in the allocation formula.

For Puerto Rico, while data is available for unemployment rate and land values, the data for poverty rate, childhood poverty rate, and median household income data is only available for a ten-year period, from 2010-2019. Accordingly, Treasury's evaluation of Puerto Rico's economic conditions is based on available data for 2010-2019.

For Guam and the U.S. Virgin Islands, BLS does not publish unemployment data, and poverty rate, childhood poverty rate, and median household income data is only available for 2009, 1999, and 1989 via the decennial Census. The available data suggests these territories should be placed in the most economically distressed group, group five, for purposes of the allocations.

Payment schedule

Treasury expects to make two payments to eligible counties. The first payment will be available immediately and will be made to eligible revenue sharing counties on a rolling basis. Treasury expects to make the second payment after the start of calendar year 2023.

To receive payments, eligible revenue sharing county governments must submit their information online through the Treasury Submission Portal, which is available at treasury.gov/LATCF. County governments will be required to complete payment information and sign an award agreement. The award agreement will cover both tranches of payments. After an eligible revenue sharing county government's submission is received, Treasury expects that it

will take approximately 4-5 business days for Treasury to review and process the payment. Once the information and documentation submitted is determined to be complete and accurate, the point of contact that an eligible revenue sharing county government designates in its online submission will receive information regarding the timing and amount of the first payment.

The deadline to complete the submission is January 31, 2023, at 11:59 PM AKST. If an eligible revenue sharing county government does not complete its submission by that deadline, the eligible revenue sharing county government will not be eligible to receive any payments under the LATCF.

Treasury may reallocate funds unclaimed by eligible revenue sharing county governments by the deadline noted. Treasury expects that the reallocated funds will be included in the second payment to counties that submitted the requisite information by the deadline.

In fiscal year 2023, Treasury expects to communicate to eligible revenue sharing county governments the amount of such reallocation, if any, and the date for the second payment.

State	Recipient Name	FY22 Allocation	FY23 Allocation
Alabama	Autauga County	$50,000.00	$50,000.00
Alabama	Baldwin County	$50,000.00	$50,000.00
Alabama	Barbour County	$66,033.50	$66,033.50
Alabama	Bibb County	$206,654.69	$206,654.69
Alabama	Calhoun County	$98,201.60	$98,201.60
Alabama	Chambers County	$50,000.00	$50,000.00
Alabama	Cherokee County	$50,000.00	$50,000.00
Alabama	Chilton County	$76,176.26	$76,176.26
Alabama	Choctaw County	$50,000.00	$50,000.00
Alabama	Clarke County	$50,000.00	$50,000.00
Alabama	Clay County	$213,587.67	$213,587.67
Alabama	Cleburne County	$237,183.13	$237,183.13
Alabama	Coffee County	$50,000.00	$50,000.00
Alabama	Colbert County	$50,000.00	$50,000.00
Alabama	Coosa County	$50,000.00	$50,000.00
Alabama	Covington County	$175,370.05	$175,370.05
Alabama	Dallas County	$50,000.00	$50,000.00
Alabama	DeKalb County	$50,000.00	$50,000.00
Alabama	Elmore County	$50,000.00	$50,000.00
Alabama	Escambia County	$116,618.41	$116,618.41
Alabama	Etowah County	$50,000.00	$50,000.00
Alabama	Franklin County	$50,000.00	$50,000.00
Alabama	Geneva County	$50,000.00	$50,000.00
Alabama	Greene County	$50,000.00	$50,000.00
Alabama	Hale County	$121,686.17	$121,686.17
Alabama	Henry County	$50,000.00	$50,000.00
Alabama	Houston County	$50,000.00	$50,000.00
Alabama	Jackson County	$50,000.00	$50,000.00
Alabama	Jefferson County	$50,000.00	$50,000.00
Alabama	Lamar County	$50,000.00	$50,000.00
Alabama	Lauderdale County	$50,000.00	$50,000.00
Alabama	Lawrence County	$288,628.88	$288,628.88
Alabama	Lee County	$50,000.00	$50,000.00
Alabama	Limestone County	$50,000.00	$50,000.00
Alabama	Lowndes County	$50,000.00	$50,000.00
Alabama	Macon County	$50,000.00	$50,000.00
Alabama	Madison County	$50,000.00	$50,000.00
Alabama	Marengo County	$50,000.00	$50,000.00
Alabama	Mobile County	$50,000.00	$50,000.00
Alabama	Monroe County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Alabama	Montgomery County	$50,000.00	$50,000.00
Alabama	Morgan County	$50,000.00	$50,000.00
Alabama	Perry County	$130,842.51	$130,842.51
Alabama	Pickens County	$50,000.00	$50,000.00
Alabama	Randolph County	$50,000.00	$50,000.00
Alabama	Russell County	$50,000.00	$50,000.00
Alabama	Shelby County	$50,000.00	$50,000.00
Alabama	St. Clair County	$50,000.00	$50,000.00
Alabama	Sumter County	$50,000.00	$50,000.00
Alabama	Talladega County	$148,371.84	$148,371.84
Alabama	Tallapoosa County	$50,000.00	$50,000.00
Alabama	Tuscaloosa County	$50,000.00	$50,000.00
Alabama	Washington County	$50,000.00	$50,000.00
Alabama	Wilcox County	$50,000.00	$50,000.00
Alabama	Winston County	$359,974.77	$359,974.77
Alaska	Aleutians East Borough	$1,019,400.00	$1,019,400.00
Alaska	Bristol Bay Borough	$100,924.22	$100,924.22
Alaska	Denali Borough	$477,900.00	$477,900.00
Alaska	Fairbanks North Star Borough	$133,243.91	$133,243.91
Alaska	Haines Borough	$621,300.00	$621,300.00
Alaska	Kenai Peninsula Borough	$6,000,000.00	$6,000,000.00
Alaska	Ketchikan Gateway Borough	$4,126,200.00	$4,126,200.00
Alaska	Kodiak Island Borough	$2,393,586.52	$2,393,586.52
Alaska	Lake and Peninsula Borough	$424,800.00	$424,800.00
Alaska	Matanuska-Susitna Borough	$4,775,813.21	$4,775,813.21
Alaska	North Slope Borough	$3,291,600.00	$3,291,600.00
Alaska	Northwest Arctic Borough	$2,268,000.00	$2,268,000.00
Alaska	Petersburg Borough	$1,006,800.00	$1,006,800.00
Alaska	Skagway Municipality	$153,937.59	$153,937.59
Alaska	Yakutat City and Borough	$211,200.00	$211,200.00
Arizona	Apache County	$2,768,994.92	$2,768,994.92
Arizona	Cochise County	$2,899,348.66	$2,899,348.66
Arizona	Coconino County	$6,000,000.00	$6,000,000.00
Arizona	Gila County	$6,000,000.00	$6,000,000.00
Arizona	Graham County	$3,516,331.15	$3,516,331.15

State	Recipient Name	FY22 Allocation	FY23 Allocation
Arizona	Greenlee County	$1,448,122.62	$1,448,122.62
Arizona	La Paz County	$4,922,400.00	$4,922,400.00
Arizona	Maricopa County	$3,887,956.18	$3,887,956.18
Arizona	Mohave County	$6,000,000.00	$6,000,000.00
Arizona	Navajo County	$2,392,657.84	$2,392,657.84
Arizona	Pima County	$3,962,015.58	$3,962,015.58
Arizona	Pinal County	$1,466,984.44	$1,466,984.44
Arizona	Santa Cruz County	$1,730,188.19	$1,730,188.19
Arizona	Yavapai County	$6,000,000.00	$6,000,000.00
Arizona	Yuma County	$6,000,000.00	$6,000,000.00
Arkansas	Arkansas County	$244,963.82	$244,963.82
Arkansas	Ashley County	$151,217.06	$151,217.06
Arkansas	Baxter County	$354,273.15	$354,273.15
Arkansas	Benton County	$50,000.00	$50,000.00
Arkansas	Boone County	$50,000.00	$50,000.00
Arkansas	Bradley County	$71,255.33	$71,255.33
Arkansas	Calhoun County	$50,000.00	$50,000.00
Arkansas	Carroll County	$50,000.00	$50,000.00
Arkansas	Chicot County	$50,000.00	$50,000.00
Arkansas	Clark County	$57,225.71	$57,225.71
Arkansas	Clay County	$50,000.00	$50,000.00
Arkansas	Cleburne County	$98,487.19	$98,487.19
Arkansas	Columbia County	$50,000.00	$50,000.00
Arkansas	Conway County	$50,000.00	$50,000.00
Arkansas	Craighead County	$50,000.00	$50,000.00
Arkansas	Crawford County	$206,428.86	$206,428.86
Arkansas	Crittenden County	$50,000.00	$50,000.00
Arkansas	Cross County	$50,000.00	$50,000.00
Arkansas	Dallas County	$50,000.00	$50,000.00
Arkansas	Desha County	$119,183.67	$119,183.67
Arkansas	Faulkner County	$50,000.00	$50,000.00
Arkansas	Franklin County	$386,255.98	$386,255.98
Arkansas	Fulton County	$50,000.00	$50,000.00
Arkansas	Garland County	$517,416.63	$517,416.63
Arkansas	Greene County	$50,000.00	$50,000.00
Arkansas	Hempstead County	$50,000.00	$50,000.00
Arkansas	Hot Spring County	$50,000.00	$50,000.00
Arkansas	Howard County	$50,000.00	$50,000.00
Arkansas	Izard County	$50,000.00	$50,000.00
Arkansas	Jackson County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Arkansas	Jefferson County	$50,000.00	$50,000.00
Arkansas	Johnson County	$623,353.58	$623,353.58
Arkansas	Lafayette County	$50,000.00	$50,000.00
Arkansas	Lawrence County	$50,000.00	$50,000.00
Arkansas	Lee County	$50,000.00	$50,000.00
Arkansas	Lincoln County	$50,000.00	$50,000.00
Arkansas	Little River County	$53,381.12	$53,381.12
Arkansas	Logan County	$396,979.81	$396,979.81
Arkansas	Madison County	$154,977.52	$154,977.52
Arkansas	Marion County	$299,545.34	$299,545.34
Arkansas	Mississippi County	$50,000.00	$50,000.00
Arkansas	Monroe County	$365,594.27	$365,594.27
Arkansas	Montgomery County	$1,430,255.17	$1,430,255.17
Arkansas	Newton County	$947,167.42	$947,167.42
Arkansas	Ouachita County	$50,000.00	$50,000.00
Arkansas	Perry County	$321,660.44	$321,660.44
Arkansas	Phillips County	$84,087.96	$84,087.96
Arkansas	Pike County	$94,439.37	$94,439.37
Arkansas	Poinsett County	$50,000.00	$50,000.00
Arkansas	Polk County	$823,039.29	$823,039.29
Arkansas	Pope County	$494,595.72	$494,595.72
Arkansas	Prairie County	$50,000.00	$50,000.00
Arkansas	Pulaski County	$50,000.00	$50,000.00
Arkansas	Saline County	$50,000.00	$50,000.00
Arkansas	Scott County	$1,176,688.95	$1,176,688.95
Arkansas	Searcy County	$222,413.89	$222,413.89
Arkansas	Sebastian County	$245,241.18	$245,241.18
Arkansas	Sevier County	$147,477.39	$147,477.39
Arkansas	Sharp County	$50,000.00	$50,000.00
Arkansas	St. Francis County	$50,000.00	$50,000.00
Arkansas	Stone County	$245,706.39	$245,706.39
Arkansas	Union County	$97,010.34	$97,010.34
Arkansas	Van Buren County	$168,211.24	$168,211.24
Arkansas	Washington County	$60,112.90	$60,112.90
Arkansas	White County	$50,000.00	$50,000.00
Arkansas	Woodruff County	$139,832.27	$139,832.27
Arkansas	Yell County	$778,808.46	$778,808.46
California	Alameda County	$50,000.00	$50,000.00
California	Alpine County	$370,500.00	$370,500.00
California	Amador County	$143,948.34	$143,948.34

State	Recipient Name	FY22 Allocation	FY23 Allocation
California	Butte County	$510,214.40	$510,214.40
California	Calaveras County	$331,438.65	$331,438.65
California	Colusa County	$386,256.85	$386,256.85
California	Contra Costa County	$50,000.00	$50,000.00
California	Del Norte County	$1,788,858.65	$1,788,858.65
California	El Dorado County	$435,425.24	$435,425.24
California	Fresno County	$6,000,000.00	$6,000,000.00
California	Glenn County	$770,451.90	$770,451.90
California	Humboldt County	$1,598,268.05	$1,598,268.05
California	Imperial County	$4,600,373.22	$4,600,373.22
California	Inyo County	$5,691,000.00	$5,691,000.00
California	Kern County	$4,436,248.12	$4,436,248.12
California	Kings County	$50,000.00	$50,000.00
California	Lake County	$1,530,375.39	$1,530,375.39
California	Lassen County	$4,000,764.17	$4,000,764.17
California	Los Angeles County	$1,661,684.71	$1,661,684.71
California	Madera County	$2,015,777.21	$2,015,777.21
California	Marin County	$63,073.93	$63,073.93
California	Mariposa County	$1,234,436.63	$1,234,436.63
California	Mendocino County	$994,521.39	$994,521.39
California	Merced County	$288,004.92	$288,004.92
California	Modoc County	$2,598,300.00	$2,598,300.00
California	Mono County	$2,794,327.32	$2,794,327.32
California	Monterey County	$826,052.20	$826,052.20
California	Napa County	$50,000.00	$50,000.00
California	Nevada County	$354,715.98	$354,715.98
California	Orange County	$50,000.00	$50,000.00
California	Placer County	$324,092.80	$324,092.80
California	Plumas County	$3,770,368.18	$3,770,368.18
California	Riverside County	$6,000,000.00	$6,000,000.00
California	Sacramento County	$50,000.00	$50,000.00
California	San Benito County	$165,199.36	$165,199.36
California	San Bernardino County	$6,000,000.00	$6,000,000.00
California	San Diego County	$786,912.14	$786,912.14
California	San Joaquin County	$50,000.00	$50,000.00
California	San Luis Obispo County	$708,335.27	$708,335.27
California	San Mateo County	$50,000.00	$50,000.00
California	Santa Barbara County	$1,145,684.50	$1,145,684.50
California	Santa Clara County	$50,000.00	$50,000.00
California	Santa Cruz County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
California	Shasta County	$3,156,800.97	$3,156,800.97
California	Sierra County	$984,900.00	$984,900.00
California	Siskiyou County	$6,000,000.00	$6,000,000.00
California	Solano County	$50,000.00	$50,000.00
California	Sonoma County	$50,000.00	$50,000.00
California	Stanislaus County	$50,000.00	$50,000.00
California	Sutter County	$50,000.00	$50,000.00
California	Tehama County	$1,439,894.88	$1,439,894.88
California	Trinity County	$4,818,000.00	$4,818,000.00
California	Tulare County	$6,000,000.00	$6,000,000.00
California	Tuolumne County	$2,623,246.48	$2,623,246.48
California	Ventura County	$467,856.50	$467,856.50
California	Yolo County	$74,769.43	$74,769.43
California	Yuba County	$194,345.37	$194,345.37
Colorado	Adams County	$50,000.00	$50,000.00
Colorado	Alamosa County	$291,495.69	$291,495.69
Colorado	Arapahoe County	$50,000.00	$50,000.00
Colorado	Archuleta County	$1,041,693.12	$1,041,693.12
Colorado	Baca County	$491,003.53	$491,003.53
Colorado	Bent County	$85,472.48	$85,472.48
Colorado	Boulder County	$130,746.02	$130,746.02
Colorado	Chaffee County	$804,325.34	$804,325.34
Colorado	Clear Creek County	$135,611.32	$135,611.32
Colorado	Conejos County	$2,001,936.79	$2,001,936.79
Colorado	Costilla County	$50,000.00	$50,000.00
Colorado	Crowley County	$50,000.00	$50,000.00
Colorado	Custer County	$414,804.89	$414,804.89
Colorado	Delta County	$970,151.79	$970,151.79
Colorado	Dolores County	$719,100.00	$719,100.00
Colorado	Douglas County	$115,592.87	$115,592.87
Colorado	Eagle County	$680,665.62	$680,665.62
Colorado	El Paso County	$161,461.69	$161,461.69
Colorado	Fremont County	$1,455,594.77	$1,455,594.77
Colorado	Garfield County	$949,857.96	$949,857.96
Colorado	Gilpin County	$50,000.00	$50,000.00
Colorado	Grand County	$636,211.62	$636,211.62
Colorado	Gunnison County	$2,609,825.71	$2,609,825.71
Colorado	Hinsdale County	$234,300.00	$234,300.00
Colorado	Huerfano County	$834,421.76	$834,421.76
Colorado	Jackson County	$408,900.00	$408,900.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Colorado	Jefferson County	$87,072.63	$87,072.63
Colorado	Kiowa County	$50,000.00	$50,000.00
Colorado	La Plata County	$346,163.93	$346,163.93
Colorado	Lake County	$450,311.48	$450,311.48
Colorado	Larimer County	$644,649.11	$644,649.11
Colorado	Las Animas County	$968,460.00	$968,460.00
Colorado	Lincoln County	$50,000.00	$50,000.00
Colorado	Mesa County	$2,488,424.32	$2,488,424.32
Colorado	Mineral County	$277,200.00	$277,200.00
Colorado	Moffat County	$2,681,627.28	$2,681,627.28
Colorado	Montezuma County	$1,543,936.84	$1,543,936.84
Colorado	Montrose County	$2,351,189.34	$2,351,189.34
Colorado	Morgan County	$50,000.00	$50,000.00
Colorado	Otero County	$694,994.43	$694,994.43
Colorado	Ouray County	$127,470.13	$127,470.13
Colorado	Park County	$563,490.87	$563,490.87
Colorado	Pitkin County	$449,980.26	$449,980.26
Colorado	Prowers County	$50,000.00	$50,000.00
Colorado	Pueblo County	$203,311.47	$203,311.47
Colorado	Rio Blanco County	$1,197,915.99	$1,197,915.99
Colorado	Rio Grande County	$1,103,488.22	$1,103,488.22
Colorado	Routt County	$529,871.01	$529,871.01
Colorado	Saguache County	$1,941,300.00	$1,941,300.00
Colorado	San Juan County	$219,900.00	$219,900.00
Colorado	San Miguel County	$390,000.85	$390,000.85
Colorado	Sedgwick County	$50,000.00	$50,000.00
Colorado	Summit County	$250,567.13	$250,567.13
Colorado	Teller County	$128,817.01	$128,817.01
Colorado	Washington County	$50,000.00	$50,000.00
Colorado	Weld County	$315,265.79	$315,265.79
Colorado	Yuma County	$50,000.00	$50,000.00
Delaware	Kent County	$50,000.00	$50,000.00
Delaware	New Castle County	$50,000.00	$50,000.00
Delaware	Sussex County	$50,000.00	$50,000.00
District of Columbia	District of Columbia	$50,000.00	$50,000.00
Florida	Baker County	$255,442.84	$255,442.84
Florida	Bay County	$50,000.00	$50,000.00
Florida	Bradford County	$50,000.00	$50,000.00
Florida	Brevard County	$52,171.42	$52,171.42

State	Recipient Name	FY22 Allocation	FY23 Allocation
Florida	Calhoun County	$50,000.00	$50,000.00
Florida	Charlotte County	$50,000.00	$50,000.00
Florida	Citrus County	$76,190.80	$76,190.80
Florida	Collier County	$895,096.00	$895,096.00
Florida	Columbia County	$364,926.63	$364,926.63
Florida	Dixie County	$111,467.84	$111,467.84
Florida	Escambia County	$50,000.00	$50,000.00
Florida	Franklin County	$113,200.44	$113,200.44
Florida	Gadsden County	$50,000.00	$50,000.00
Florida	Glades County	$50,000.00	$50,000.00
Florida	Gulf County	$50,000.00	$50,000.00
Florida	Hamilton County	$50,000.00	$50,000.00
Florida	Hendry County	$50,000.00	$50,000.00
Florida	Hernando County	$50,000.00	$50,000.00
Florida	Highlands County	$50,000.00	$50,000.00
Florida	Hillsborough County	$50,000.00	$50,000.00
Florida	Indian River County	$50,000.00	$50,000.00
Florida	Jackson County	$52,679.12	$52,679.12
Florida	Jefferson County	$50,000.00	$50,000.00
Florida	Lake County	$195,437.04	$195,437.04
Florida	Lee County	$50,000.00	$50,000.00
Florida	Leon County	$250,110.71	$250,110.71
Florida	Levy County	$75,771.25	$75,771.25
Florida	Liberty County	$887,753.13	$887,753.13
Florida	Madison County	$50,000.00	$50,000.00
Florida	Manatee County	$50,000.00	$50,000.00
Florida	Marion County	$856,285.07	$856,285.07
Florida	Martin County	$50,000.00	$50,000.00
Florida	Miami-Dade County	$1,101,008.28	$1,101,008.28
Florida	Monroe County	$763,027.05	$763,027.05
Florida	Nassau County	$50,000.00	$50,000.00
Florida	Okaloosa County	$50,000.00	$50,000.00
Florida	Okeechobee County	$50,000.00	$50,000.00
Florida	Palm Beach County	$50,000.00	$50,000.00
Florida	Pinellas County	$50,000.00	$50,000.00
Florida	Polk County	$50,000.00	$50,000.00
Florida	Putnam County	$91,843.31	$91,843.31
Florida	Santa Rosa County	$50,000.00	$50,000.00
Florida	Seminole County	$50,000.00	$50,000.00
Florida	St. Johns County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Florida	St. Lucie County	$50,000.00	$50,000.00
Florida	Suwannee County	$50,000.00	$50,000.00
Florida	Taylor County	$50,000.00	$50,000.00
Florida	Volusia County	$86,504.13	$86,504.13
Florida	Wakulla County	$384,543.03	$384,543.03
Florida	Walton County	$50,000.00	$50,000.00
Georgia	Banks County	$50,000.00	$50,000.00
Georgia	Bartow County	$50,000.00	$50,000.00
Georgia	Burke County	$50,000.00	$50,000.00
Georgia	Butts County	$50,000.00	$50,000.00
Georgia	Camden County	$50,000.00	$50,000.00
Georgia	Catoosa County	$50,000.00	$50,000.00
Georgia	Charlton County	$746,436.71	$746,436.71
Georgia	Chatham County	$55,859.08	$55,859.08
Georgia	Chattooga County	$61,976.94	$61,976.94
Georgia	Cherokee County	$50,000.00	$50,000.00
Georgia	Clay County	$60,105.70	$60,105.70
Georgia	Clinch County	$130,550.16	$130,550.16
Georgia	Cobb County	$50,000.00	$50,000.00
Georgia	Colquitt County	$50,000.00	$50,000.00
Georgia	Columbia County	$50,000.00	$50,000.00
Georgia	Dade County	$50,000.00	$50,000.00
Georgia	Dawson County	$50,000.00	$50,000.00
Georgia	Decatur County	$82,423.03	$82,423.03
Georgia	Early County	$50,000.00	$50,000.00
Georgia	Effingham County	$50,000.00	$50,000.00
Georgia	Elbert County	$109,664.23	$109,664.23
Georgia	Emanuel County	$50,000.00	$50,000.00
Georgia	Fannin County	$337,145.08	$337,145.08
Georgia	Floyd County	$50,000.00	$50,000.00
Georgia	Forsyth County	$50,000.00	$50,000.00
Georgia	Franklin County	$50,000.00	$50,000.00
Georgia	Fulton County	$50,000.00	$50,000.00
Georgia	Gilmer County	$196,836.89	$196,836.89
Georgia	Glynn County	$50,000.00	$50,000.00
Georgia	Gordon County	$50,000.00	$50,000.00
Georgia	Greene County	$104,888.23	$104,888.23
Georgia	Gwinnett County	$50,000.00	$50,000.00
Georgia	Habersham County	$93,409.04	$93,409.04
Georgia	Hall County	$78,157.80	$78,157.80

State	Recipient Name	FY22 Allocation	FY23 Allocation
Georgia	Harris County	$50,000.00	$50,000.00
Georgia	Hart County	$64,112.75	$64,112.75
Georgia	Heard County	$50,000.00	$50,000.00
Georgia	Jasper County	$117,070.74	$117,070.74
Georgia	Jones County	$72,851.25	$72,851.25
Georgia	Lanier County	$50,000.00	$50,000.00
Georgia	Lincoln County	$168,578.93	$168,578.93
Georgia	Lumpkin County	$137,791.10	$137,791.10
Georgia	Macon County	$50,000.00	$50,000.00
Georgia	McDuffie County	$57,060.25	$57,060.25
Georgia	McIntosh County	$53,937.15	$53,937.15
Georgia	Meriwether County	$50,000.00	$50,000.00
Georgia	Miller County	$50,000.00	$50,000.00
Georgia	Monroe County	$50,000.00	$50,000.00
Georgia	Morgan County	$50,000.00	$50,000.00
Georgia	Murray County	$174,602.69	$174,602.69
Georgia	Oconee County	$50,000.00	$50,000.00
Georgia	Oglethorpe County	$50,000.00	$50,000.00
Georgia	Putnam County	$121,533.50	$121,533.50
Georgia	Rabun County	$473,904.24	$473,904.24
Georgia	Screven County	$50,000.00	$50,000.00
Georgia	Seminole County	$62,543.66	$62,543.66
Georgia	Stephens County	$87,360.50	$87,360.50
Georgia	Stewart County	$50,000.00	$50,000.00
Georgia	Sumter County	$50,000.00	$50,000.00
Georgia	Tattnall County	$50,000.00	$50,000.00
Georgia	Towns County	$181,876.61	$181,876.61
Georgia	Troup County	$126,809.09	$126,809.09
Georgia	Twiggs County	$50,000.00	$50,000.00
Georgia	Union County	$234,293.54	$234,293.54
Georgia	Walker County	$65,708.22	$65,708.22
Georgia	Ware County	$734,629.59	$734,629.59
Georgia	Warren County	$50,000.00	$50,000.00
Georgia	White County	$101,427.93	$101,427.93
Georgia	Whitfield County	$50,000.00	$50,000.00
Georgia	Wilkes County	$50,000.00	$50,000.00
Guam	Guam	$50,000.00	$50,000.00
Hawaii	Hawaii County	$416,461.48	$416,461.48
Hawaii	Honolulu County	$50,000.00	$50,000.00
Hawaii	Kauai County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Hawaii	Maui County	$50,000.00	$50,000.00
Idaho	Ada County	$237,865.12	$237,865.12
Idaho	Adams County	$1,387,500.00	$1,387,500.00
Idaho	Bannock County	$512,109.47	$512,109.47
Idaho	Bear Lake County	$460,376.73	$460,376.73
Idaho	Benewah County	$152,998.37	$152,998.37
Idaho	Bingham County	$480,775.29	$480,775.29
Idaho	Blaine County	$1,059,859.52	$1,059,859.52
Idaho	Boise County	$2,118,025.25	$2,118,025.25
Idaho	Bonner County	$1,088,732.15	$1,088,732.15
Idaho	Bonneville County	$947,570.63	$947,570.63
Idaho	Boundary County	$1,528,353.56	$1,528,353.56
Idaho	Butte County	$796,200.00	$796,200.00
Idaho	Camas County	$341,700.00	$341,700.00
Idaho	Canyon County	$50,000.00	$50,000.00
Idaho	Caribou County	$715,036.06	$715,036.06
Idaho	Cassia County	$2,203,508.92	$2,203,508.92
Idaho	Clark County	$237,600.00	$237,600.00
Idaho	Clearwater County	$2,668,500.00	$2,668,500.00
Idaho	Custer County	$1,328,400.00	$1,328,400.00
Idaho	Elmore County	$3,246,326.69	$3,246,326.69
Idaho	Franklin County	$112,931.03	$112,931.03
Idaho	Fremont County	$1,683,691.10	$1,683,691.10
Idaho	Gem County	$319,674.10	$319,674.10
Idaho	Gooding County	$403,036.80	$403,036.80
Idaho	Idaho County	$5,112,000.00	$5,112,000.00
Idaho	Jefferson County	$160,544.21	$160,544.21
Idaho	Jerome County	$232,329.59	$232,329.59
Idaho	Kootenai County	$391,099.93	$391,099.93
Idaho	Latah County	$162,588.75	$162,588.75
Idaho	Lemhi County	$2,448,600.00	$2,448,600.00
Idaho	Lewis County	$50,000.00	$50,000.00
Idaho	Lincoln County	$1,403,394.45	$1,403,394.45
Idaho	Madison County	$151,349.35	$151,349.35
Idaho	Minidoka County	$429,034.59	$429,034.59
Idaho	Nez Perce County	$51,091.65	$51,091.65
Idaho	Oneida County	$652,869.68	$652,869.68
Idaho	Owyhee County	$3,700,800.00	$3,700,800.00
Idaho	Payette County	$153,632.24	$153,632.24
Idaho	Power County	$704,417.75	$704,417.75

State	Recipient Name	FY22 Allocation	FY23 Allocation
Idaho	Shoshone County	$4,083,600.00	$4,083,600.00
Idaho	Teton County	$78,443.96	$78,443.96
Idaho	Twin Falls County	$1,020,348.51	$1,020,348.51
Idaho	Valley County	$3,275,465.36	$3,275,465.36
Idaho	Washington County	$1,089,079.06	$1,089,079.06
Illinois	Adams County	$50,000.00	$50,000.00
Illinois	Alexander County	$119,940.91	$119,940.91
Illinois	Bond County	$50,000.00	$50,000.00
Illinois	Brown County	$50,000.00	$50,000.00
Illinois	Bureau County	$50,000.00	$50,000.00
Illinois	Calhoun County	$50,000.00	$50,000.00
Illinois	Carroll County	$50,000.00	$50,000.00
Illinois	Cass County	$50,000.00	$50,000.00
Illinois	Clinton County	$50,000.00	$50,000.00
Illinois	Cook County	$50,000.00	$50,000.00
Illinois	Fayette County	$72,323.48	$72,323.48
Illinois	Franklin County	$75,281.01	$75,281.01
Illinois	Fulton County	$50,000.00	$50,000.00
Illinois	Gallatin County	$50,000.00	$50,000.00
Illinois	Greene County	$50,000.00	$50,000.00
Illinois	Grundy County	$50,000.00	$50,000.00
Illinois	Hardin County	$112,162.14	$112,162.14
Illinois	Henderson County	$50,000.00	$50,000.00
Illinois	Iroquois County	$50,000.00	$50,000.00
Illinois	Jackson County	$206,758.43	$206,758.43
Illinois	Jefferson County	$65,452.43	$65,452.43
Illinois	Jersey County	$50,000.00	$50,000.00
Illinois	Jo Daviess County	$50,000.00	$50,000.00
Illinois	Johnson County	$50,000.00	$50,000.00
Illinois	LaSalle County	$50,000.00	$50,000.00
Illinois	Madison County	$50,000.00	$50,000.00
Illinois	Marshall County	$50,000.00	$50,000.00
Illinois	Mason County	$50,000.00	$50,000.00
Illinois	Massac County	$50,000.00	$50,000.00
Illinois	McHenry County	$50,000.00	$50,000.00
Illinois	Mercer County	$50,000.00	$50,000.00
Illinois	Monroe County	$50,000.00	$50,000.00
Illinois	Morgan County	$50,000.00	$50,000.00
Illinois	Moultrie County	$50,000.00	$50,000.00
Illinois	Peoria County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Illinois	Pike County	$50,000.00	$50,000.00
Illinois	Pope County	$291,867.77	$291,867.77
Illinois	Pulaski County	$50,000.00	$50,000.00
Illinois	Randolph County	$50,000.00	$50,000.00
Illinois	Rock Island County	$50,000.00	$50,000.00
Illinois	Saline County	$56,656.59	$56,656.59
Illinois	Sangamon County	$50,000.00	$50,000.00
Illinois	Shelby County	$50,000.00	$50,000.00
Illinois	Tazewell County	$50,000.00	$50,000.00
Illinois	Union County	$131,522.81	$131,522.81
Illinois	Whiteside County	$50,000.00	$50,000.00
Illinois	Will County	$50,000.00	$50,000.00
Illinois	Williamson County	$102,118.64	$102,118.64
Indiana	Brown County	$50,000.00	$50,000.00
Indiana	Clark County	$50,000.00	$50,000.00
Indiana	Crawford County	$87,517.17	$87,517.17
Indiana	Dubois County	$50,000.00	$50,000.00
Indiana	Floyd County	$50,000.00	$50,000.00
Indiana	Franklin County	$50,000.00	$50,000.00
Indiana	Gibson County	$50,000.00	$50,000.00
Indiana	Grant County	$50,000.00	$50,000.00
Indiana	Huntington County	$50,000.00	$50,000.00
Indiana	Jackson County	$50,000.00	$50,000.00
Indiana	Jennings County	$50,000.00	$50,000.00
Indiana	Knox County	$50,000.00	$50,000.00
Indiana	Lake County	$50,000.00	$50,000.00
Indiana	LaPorte County	$50,000.00	$50,000.00
Indiana	Lawrence County	$50,000.00	$50,000.00
Indiana	Martin County	$50,000.00	$50,000.00
Indiana	Miami County	$50,000.00	$50,000.00
Indiana	Monroe County	$81,189.41	$81,189.41
Indiana	Orange County	$136,212.42	$136,212.42
Indiana	Owen County	$50,000.00	$50,000.00
Indiana	Parke County	$50,000.00	$50,000.00
Indiana	Perry County	$93,767.94	$93,767.94
Indiana	Pike County	$50,000.00	$50,000.00
Indiana	Porter County	$50,000.00	$50,000.00
Indiana	Posey County	$50,000.00	$50,000.00
Indiana	Putnam County	$50,000.00	$50,000.00
Indiana	Spencer County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Indiana	Switzerland County	$50,000.00	$50,000.00
Indiana	Union County	$50,000.00	$50,000.00
Indiana	Vanderburgh County	$50,000.00	$50,000.00
Indiana	Wabash County	$50,000.00	$50,000.00
Indiana	Warrick County	$50,000.00	$50,000.00
Indiana	Wells County	$50,000.00	$50,000.00
Iowa	Allamakee County	$50,000.00	$50,000.00
Iowa	Appanoose County	$82,180.83	$82,180.83
Iowa	Benton County	$50,000.00	$50,000.00
Iowa	Boone County	$50,000.00	$50,000.00
Iowa	Buena Vista County	$50,000.00	$50,000.00
Iowa	Cedar County	$50,000.00	$50,000.00
Iowa	Cerro Gordo County	$50,000.00	$50,000.00
Iowa	Clay County	$50,000.00	$50,000.00
Iowa	Clayton County	$50,000.00	$50,000.00
Iowa	Clinton County	$50,000.00	$50,000.00
Iowa	Dallas County	$50,000.00	$50,000.00
Iowa	Des Moines County	$50,000.00	$50,000.00
Iowa	Dickinson County	$50,000.00	$50,000.00
Iowa	Dubuque County	$50,000.00	$50,000.00
Iowa	Emmet County	$50,000.00	$50,000.00
Iowa	Fremont County	$50,000.00	$50,000.00
Iowa	Greene County	$50,000.00	$50,000.00
Iowa	Guthrie County	$50,000.00	$50,000.00
Iowa	Hancock County	$50,000.00	$50,000.00
Iowa	Harrison County	$50,000.00	$50,000.00
Iowa	Iowa County	$50,000.00	$50,000.00
Iowa	Jackson County	$50,000.00	$50,000.00
Iowa	Jasper County	$50,000.00	$50,000.00
Iowa	Johnson County	$50,000.00	$50,000.00
Iowa	Kossuth County	$50,000.00	$50,000.00
Iowa	Lee County	$50,000.00	$50,000.00
Iowa	Louisa County	$50,000.00	$50,000.00
Iowa	Lucas County	$50,000.00	$50,000.00
Iowa	Marion County	$50,000.00	$50,000.00
Iowa	Mills County	$50,000.00	$50,000.00
Iowa	Monona County	$50,000.00	$50,000.00
Iowa	Monroe County	$50,000.00	$50,000.00
Iowa	Muscatine County	$50,000.00	$50,000.00
Iowa	O'Brien County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Iowa	Palo Alto County	$50,000.00	$50,000.00
Iowa	Pocahontas County	$50,000.00	$50,000.00
Iowa	Polk County	$50,000.00	$50,000.00
Iowa	Pottawattamie County	$50,000.00	$50,000.00
Iowa	Sac County	$50,000.00	$50,000.00
Iowa	Scott County	$50,000.00	$50,000.00
Iowa	Story County	$50,000.00	$50,000.00
Iowa	Tama County	$50,000.00	$50,000.00
Iowa	Warren County	$50,000.00	$50,000.00
Iowa	Wayne County	$50,000.00	$50,000.00
Iowa	Winnebago County	$50,000.00	$50,000.00
Iowa	Winneshiek County	$50,000.00	$50,000.00
Iowa	Woodbury County	$50,000.00	$50,000.00
Iowa	Worth County	$50,000.00	$50,000.00
Iowa	Wright County	$50,000.00	$50,000.00
Kansas	Atchison County	$50,000.00	$50,000.00
Kansas	Butler County	$50,000.00	$50,000.00
Kansas	Chase County	$50,000.00	$50,000.00
Kansas	Chautauqua County	$50,000.00	$50,000.00
Kansas	Clay County	$50,000.00	$50,000.00
Kansas	Coffey County	$50,000.00	$50,000.00
Kansas	Cowley County	$50,000.00	$50,000.00
Kansas	Dickinson County	$50,000.00	$50,000.00
Kansas	Doniphan County	$50,000.00	$50,000.00
Kansas	Douglas County	$50,000.00	$50,000.00
Kansas	Ellsworth County	$50,000.00	$50,000.00
Kansas	Geary County	$58,122.56	$58,122.56
Kansas	Greenwood County	$50,000.00	$50,000.00
Kansas	Jefferson County	$50,000.00	$50,000.00
Kansas	Jewell County	$50,000.00	$50,000.00
Kansas	Johnson County	$50,000.00	$50,000.00
Kansas	Kingman County	$50,000.00	$50,000.00
Kansas	Labette County	$50,000.00	$50,000.00
Kansas	Leavenworth County	$50,000.00	$50,000.00
Kansas	Lincoln County	$50,000.00	$50,000.00
Kansas	Linn County	$50,000.00	$50,000.00
Kansas	Lyon County	$50,000.00	$50,000.00
Kansas	Marion County	$50,000.00	$50,000.00
Kansas	Marshall County	$50,000.00	$50,000.00
Kansas	Miami County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Kansas	Mitchell County	$50,000.00	$50,000.00
Kansas	Montgomery County	$65,631.48	$65,631.48
Kansas	Morris County	$50,000.00	$50,000.00
Kansas	Morton County	$82,892.24	$82,892.24
Kansas	Norton County	$50,000.00	$50,000.00
Kansas	Osage County	$53,324.98	$53,324.98
Kansas	Osborne County	$50,000.00	$50,000.00
Kansas	Pawnee County	$50,000.00	$50,000.00
Kansas	Phillips County	$50,000.00	$50,000.00
Kansas	Pottawatomie County	$50,000.00	$50,000.00
Kansas	Reno County	$50,000.00	$50,000.00
Kansas	Republic County	$50,000.00	$50,000.00
Kansas	Rice County	$50,000.00	$50,000.00
Kansas	Riley County	$50,000.00	$50,000.00
Kansas	Rooks County	$50,000.00	$50,000.00
Kansas	Russell County	$50,000.00	$50,000.00
Kansas	Sedgwick County	$50,000.00	$50,000.00
Kansas	Shawnee County	$50,000.00	$50,000.00
Kansas	Smith County	$50,000.00	$50,000.00
Kansas	Stafford County	$50,000.00	$50,000.00
Kansas	Stevens County	$50,000.00	$50,000.00
Kansas	Trego County	$50,000.00	$50,000.00
Kansas	Wilson County	$50,000.00	$50,000.00
Kansas	Woodson County	$50,000.00	$50,000.00
Kentucky	Adair County	$64,286.21	$64,286.21
Kentucky	Allen County	$50,000.00	$50,000.00
Kentucky	Anderson County	$50,000.00	$50,000.00
Kentucky	Ballard County	$50,000.00	$50,000.00
Kentucky	Barren County	$50,000.00	$50,000.00
Kentucky	Bath County	$82,514.95	$82,514.95
Kentucky	Bell County	$50,000.00	$50,000.00
Kentucky	Bracken County	$50,000.00	$50,000.00
Kentucky	Breckinridge County	$50,000.00	$50,000.00
Kentucky	Butler County	$50,000.00	$50,000.00
Kentucky	Calloway County	$50,000.00	$50,000.00
Kentucky	Campbell County	$50,000.00	$50,000.00
Kentucky	Carroll County	$50,000.00	$50,000.00
Kentucky	Carter County	$50,000.00	$50,000.00
Kentucky	Clay County	$306,675.38	$306,675.38
Kentucky	Clinton County	$53,175.50	$53,175.50

State	Recipient Name	FY22 Allocation	FY23 Allocation
Kentucky	Cumberland County	$50,000.00	$50,000.00
Kentucky	Edmonson County	$150,686.71	$150,686.71
Kentucky	Elliott County	$50,000.00	$50,000.00
Kentucky	Estill County	$50,000.00	$50,000.00
Kentucky	Floyd County	$50,000.00	$50,000.00
Kentucky	Franklin County	$50,000.00	$50,000.00
Kentucky	Fulton County	$50,000.00	$50,000.00
Kentucky	Gallatin County	$50,000.00	$50,000.00
Kentucky	Graves County	$50,000.00	$50,000.00
Kentucky	Grayson County	$50,000.00	$50,000.00
Kentucky	Greenup County	$50,000.00	$50,000.00
Kentucky	Hancock County	$50,000.00	$50,000.00
Kentucky	Hardin County	$50,000.00	$50,000.00
Kentucky	Harlan County	$50,000.00	$50,000.00
Kentucky	Hart County	$50,000.00	$50,000.00
Kentucky	Henderson County	$50,000.00	$50,000.00
Kentucky	Henry County	$50,000.00	$50,000.00
Kentucky	Jackson County	$238,964.04	$238,964.04
Kentucky	Johnson County	$50,000.00	$50,000.00
Kentucky	Knott County	$50,000.00	$50,000.00
Kentucky	Knox County	$50,000.00	$50,000.00
Kentucky	Larue County	$50,000.00	$50,000.00
Kentucky	Laurel County	$253,911.53	$253,911.53
Kentucky	Lawrence County	$76,380.09	$76,380.09
Kentucky	Lee County	$50,000.00	$50,000.00
Kentucky	Leslie County	$225,303.47	$225,303.47
Kentucky	Letcher County	$50,000.00	$50,000.00
Kentucky	Lewis County	$50,000.00	$50,000.00
Kentucky	Livingston County	$50,000.00	$50,000.00
Kentucky	Lyon County	$149,255.90	$149,255.90
Kentucky	Madison County	$50,000.00	$50,000.00
Kentucky	Marshall County	$50,000.00	$50,000.00
Kentucky	Martin County	$50,000.00	$50,000.00
Kentucky	McCracken County	$50,000.00	$50,000.00
Kentucky	McCreary County	$709,869.98	$709,869.98
Kentucky	McLean County	$50,000.00	$50,000.00
Kentucky	Meade County	$50,000.00	$50,000.00
Kentucky	Menifee County	$187,798.85	$187,798.85
Kentucky	Morgan County	$79,261.67	$79,261.67
Kentucky	Muhlenberg County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Kentucky	Nelson County	$50,000.00	$50,000.00
Kentucky	Owsley County	$66,544.32	$66,544.32
Kentucky	Perry County	$50,000.00	$50,000.00
Kentucky	Pike County	$61,884.22	$61,884.22
Kentucky	Powell County	$62,879.38	$62,879.38
Kentucky	Pulaski County	$250,902.05	$250,902.05
Kentucky	Rockcastle County	$69,314.00	$69,314.00
Kentucky	Rowan County	$258,719.50	$258,719.50
Kentucky	Russell County	$151,629.12	$151,629.12
Kentucky	Spencer County	$50,000.00	$50,000.00
Kentucky	Taylor County	$51,863.80	$51,863.80
Kentucky	Trigg County	$283,282.95	$283,282.95
Kentucky	Union County	$50,000.00	$50,000.00
Kentucky	Warren County	$50,000.00	$50,000.00
Kentucky	Wayne County	$115,719.17	$115,719.17
Kentucky	Whitley County	$182,079.64	$182,079.64
Kentucky	Wolfe County	$65,988.78	$65,988.78
Louisiana	Acadia Parish	$50,000.00	$50,000.00
Louisiana	Ascension Parish	$50,000.00	$50,000.00
Louisiana	Avoyelles Parish	$97,505.81	$97,505.81
Louisiana	Bienville Parish	$50,000.00	$50,000.00
Louisiana	Bossier Parish	$75,473.70	$75,473.70
Louisiana	Caddo Parish	$50,000.00	$50,000.00
Louisiana	Calcasieu Parish	$50,000.00	$50,000.00
Louisiana	Caldwell Parish	$50,000.00	$50,000.00
Louisiana	Cameron Parish	$292,661.92	$292,661.92
Louisiana	Catahoula Parish	$75,471.57	$75,471.57
Louisiana	Claiborne Parish	$79,641.36	$79,641.36
Louisiana	Concordia Parish	$128,170.79	$128,170.79
Louisiana	De Soto Parish	$50,000.00	$50,000.00
Louisiana	East Carroll Parish	$50,000.00	$50,000.00
Louisiana	Evangeline Parish	$50,000.00	$50,000.00
Louisiana	Franklin Parish	$50,000.00	$50,000.00
Louisiana	Grant Parish	$464,101.24	$464,101.24
Louisiana	Iberia Parish	$50,000.00	$50,000.00
Louisiana	Iberville Parish	$78,089.89	$78,089.89
Louisiana	Jefferson Davis Parish	$50,000.00	$50,000.00
Louisiana	Jefferson Parish	$50,000.00	$50,000.00
Louisiana	Lafourche Parish	$50,000.00	$50,000.00
Louisiana	LaSalle Parish	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Louisiana	Livingston Parish	$50,000.00	$50,000.00
Louisiana	Madison Parish	$239,298.48	$239,298.48
Louisiana	Morehouse Parish	$116,617.93	$116,617.93
Louisiana	Natchitoches Parish	$564,856.41	$564,856.41
Louisiana	Ouachita Parish	$58,034.00	$58,034.00
Louisiana	Plaquemines Parish	$139,952.05	$139,952.05
Louisiana	Pointe Coupee Parish	$50,000.00	$50,000.00
Louisiana	Rapides Parish	$328,426.29	$328,426.29
Louisiana	Red River Parish	$50,000.00	$50,000.00
Louisiana	Richland Parish	$50,000.00	$50,000.00
Louisiana	St. Bernard Parish	$50,000.00	$50,000.00
Louisiana	St. Charles Parish	$50,000.00	$50,000.00
Louisiana	St. James Parish	$50,000.00	$50,000.00
Louisiana	St. John the Baptist Parish	$50,000.00	$50,000.00
Louisiana	St. Landry Parish	$71,016.57	$71,016.57
Louisiana	St. Martin Parish	$50,000.00	$50,000.00
Louisiana	St. Mary Parish	$54,325.42	$54,325.42
Louisiana	St. Tammany Parish	$50,000.00	$50,000.00
Louisiana	Tensas Parish	$70,735.13	$70,735.13
Louisiana	Terrebonne Parish	$50,000.00	$50,000.00
Louisiana	Union Parish	$145,048.62	$145,048.62
Louisiana	Vermilion Parish	$50,000.00	$50,000.00
Louisiana	Vernon Parish	$206,225.03	$206,225.03
Louisiana	Washington Parish	$50,000.00	$50,000.00
Louisiana	Webster Parish	$80,756.42	$80,756.42
Louisiana	West Baton Rouge Parish	$50,000.00	$50,000.00
Louisiana	West Feliciana Parish	$50,000.00	$50,000.00
Louisiana	Winn Parish	$448,029.09	$448,029.09
Maine	Aroostook County	$50,000.00	$50,000.00
Maine	Franklin County	$50,000.00	$50,000.00
Maine	Hancock County	$59,576.87	$59,576.87
Maine	Knox County	$50,000.00	$50,000.00
Maine	Oxford County	$154,905.14	$154,905.14
Maine	Penobscot County	$237,694.43	$237,694.43
Maine	Piscataquis County	$50,000.00	$50,000.00
Maine	Somerset County	$50,000.00	$50,000.00
Maine	Washington County	$142,240.73	$142,240.73
Maine	York County	$50,000.00	$50,000.00
Maryland	Allegany County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Maryland	Anne Arundel County	$50,000.00	$50,000.00
Maryland	Baltimore County	$50,000.00	$50,000.00
Maryland	Cecil County	$50,000.00	$50,000.00
Maryland	Charles County	$50,000.00	$50,000.00
Maryland	Dorchester County	$101,885.91	$101,885.91
Maryland	Frederick County	$50,000.00	$50,000.00
Maryland	Garrett County	$50,000.00	$50,000.00
Maryland	Harford County	$50,000.00	$50,000.00
Maryland	Kent County	$50,000.00	$50,000.00
Maryland	Montgomery County	$50,000.00	$50,000.00
Maryland	Prince George's County	$50,000.00	$50,000.00
Maryland	Somerset County	$50,000.00	$50,000.00
Maryland	Talbot County	$50,000.00	$50,000.00
Maryland	Washington County	$50,000.00	$50,000.00
Maryland	Wicomico County	$50,000.00	$50,000.00
Maryland	Worcester County	$50,000.00	$50,000.00
Michigan	Alcona County	$205,891.71	$205,891.71
Michigan	Alger County	$438,947.89	$438,947.89
Michigan	Allegan County	$50,000.00	$50,000.00
Michigan	Alpena County	$50,000.00	$50,000.00
Michigan	Arenac County	$50,000.00	$50,000.00
Michigan	Baraga County	$117,479.29	$117,479.29
Michigan	Barry County	$50,000.00	$50,000.00
Michigan	Benzie County	$50,000.00	$50,000.00
Michigan	Charlevoix County	$50,000.00	$50,000.00
Michigan	Cheboygan County	$50,000.00	$50,000.00
Michigan	Chippewa County	$458,193.10	$458,193.10
Michigan	Clare County	$50,000.00	$50,000.00
Michigan	Crawford County	$107,491.40	$107,491.40
Michigan	Delta County	$416,905.54	$416,905.54
Michigan	Genesee County	$50,000.00	$50,000.00
Michigan	Gogebic County	$999,223.85	$999,223.85
Michigan	Grand Traverse County	$50,000.00	$50,000.00
Michigan	Houghton County	$407,332.75	$407,332.75
Michigan	Iosco County	$283,099.10	$283,099.10
Michigan	Iron County	$479,889.63	$479,889.63
Michigan	Kalamazoo County	$50,000.00	$50,000.00
Michigan	Kalkaska County	$50,000.00	$50,000.00
Michigan	Kent County	$50,000.00	$50,000.00
Michigan	Keweenaw County	$422,037.24	$422,037.24

State	Recipient Name	FY22 Allocation	FY23 Allocation
Michigan	Lake County	$296,204.14	$296,204.14
Michigan	Leelanau County	$50,000.00	$50,000.00
Michigan	Mackinac County	$168,281.58	$168,281.58
Michigan	Manistee County	$189,959.44	$189,959.44
Michigan	Marquette County	$50,000.00	$50,000.00
Michigan	Mason County	$144,845.19	$144,845.19
Michigan	Mecosta County	$50,000.00	$50,000.00
Michigan	Monroe County	$50,000.00	$50,000.00
Michigan	Montcalm County	$50,000.00	$50,000.00
Michigan	Montmorency County	$50,000.00	$50,000.00
Michigan	Muskegon County	$50,000.00	$50,000.00
Michigan	Newaygo County	$216,807.38	$216,807.38
Michigan	Oceana County	$105,271.91	$105,271.91
Michigan	Ogemaw County	$50,000.00	$50,000.00
Michigan	Ontonagon County	$736,839.42	$736,839.42
Michigan	Oscoda County	$413,030.34	$413,030.34
Michigan	Otsego County	$50,000.00	$50,000.00
Michigan	Ottawa County	$50,000.00	$50,000.00
Michigan	Presque Isle County	$50,000.00	$50,000.00
Michigan	Roscommon County	$50,000.00	$50,000.00
Michigan	Schoolcraft County	$594,169.07	$594,169.07
Michigan	Van Buren County	$50,000.00	$50,000.00
Michigan	Washtenaw County	$50,000.00	$50,000.00
Michigan	Wayne County	$50,000.00	$50,000.00
Michigan	Wexford County	$178,816.77	$178,816.77
Minnesota	Aitkin County	$50,000.00	$50,000.00
Minnesota	Anoka County	$50,000.00	$50,000.00
Minnesota	Becker County	$83,593.59	$83,593.59
Minnesota	Beltrami County	$198,956.71	$198,956.71
Minnesota	Big Stone County	$50,000.00	$50,000.00
Minnesota	Blue Earth County	$50,000.00	$50,000.00
Minnesota	Brown County	$50,000.00	$50,000.00
Minnesota	Carver County	$50,000.00	$50,000.00
Minnesota	Cass County	$689,173.70	$689,173.70
Minnesota	Chippewa County	$50,000.00	$50,000.00
Minnesota	Chisago County	$50,000.00	$50,000.00
Minnesota	Clay County	$50,000.00	$50,000.00
Minnesota	Cook County	$1,019,951.31	$1,019,951.31
Minnesota	Cottonwood County	$50,000.00	$50,000.00
Minnesota	Crow Wing County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Minnesota	Dakota County	$50,000.00	$50,000.00
Minnesota	Douglas County	$50,000.00	$50,000.00
Minnesota	Faribault County	$50,000.00	$50,000.00
Minnesota	Freeborn County	$50,000.00	$50,000.00
Minnesota	Goodhue County	$50,000.00	$50,000.00
Minnesota	Grant County	$50,000.00	$50,000.00
Minnesota	Hennepin County	$50,000.00	$50,000.00
Minnesota	Houston County	$50,000.00	$50,000.00
Minnesota	Hubbard County	$50,000.00	$50,000.00
Minnesota	Itasca County	$735,435.79	$735,435.79
Minnesota	Jackson County	$50,000.00	$50,000.00
Minnesota	Kandiyohi County	$50,000.00	$50,000.00
Minnesota	Kittson County	$50,000.00	$50,000.00
Minnesota	Koochiching County	$50,000.00	$50,000.00
Minnesota	Lac qui Parle County	$50,000.00	$50,000.00
Minnesota	Lake County	$580,463.07	$580,463.07
Minnesota	Le Sueur County	$50,000.00	$50,000.00
Minnesota	Lincoln County	$50,000.00	$50,000.00
Minnesota	Lyon County	$50,000.00	$50,000.00
Minnesota	Mahnomen County	$50,000.00	$50,000.00
Minnesota	Marshall County	$98,417.13	$98,417.13
Minnesota	Martin County	$50,000.00	$50,000.00
Minnesota	McLeod County	$50,000.00	$50,000.00
Minnesota	Meeker County	$50,000.00	$50,000.00
Minnesota	Mille Lacs County	$50,000.00	$50,000.00
Minnesota	Morrison County	$50,000.00	$50,000.00
Minnesota	Mower County	$50,000.00	$50,000.00
Minnesota	Murray County	$50,000.00	$50,000.00
Minnesota	Nobles County	$50,000.00	$50,000.00
Minnesota	Norman County	$50,000.00	$50,000.00
Minnesota	Otter Tail County	$50,000.00	$50,000.00
Minnesota	Pine County	$50,000.00	$50,000.00
Minnesota	Pipestone County	$50,000.00	$50,000.00
Minnesota	Polk County	$62,293.54	$62,293.54
Minnesota	Pope County	$50,000.00	$50,000.00
Minnesota	Ramsey County	$50,000.00	$50,000.00
Minnesota	Renville County	$50,000.00	$50,000.00
Minnesota	Rice County	$50,000.00	$50,000.00
Minnesota	Rock County	$50,000.00	$50,000.00
Minnesota	Scott County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Minnesota	Sherburne County	$50,000.00	$50,000.00
Minnesota	Sibley County	$50,000.00	$50,000.00
Minnesota	St. Louis County	$1,357,171.53	$1,357,171.53
Minnesota	Stearns County	$50,000.00	$50,000.00
Minnesota	Steele County	$50,000.00	$50,000.00
Minnesota	Stevens County	$50,000.00	$50,000.00
Minnesota	Swift County	$50,000.00	$50,000.00
Minnesota	Todd County	$50,000.00	$50,000.00
Minnesota	Traverse County	$50,000.00	$50,000.00
Minnesota	Wabasha County	$50,000.00	$50,000.00
Minnesota	Waseca County	$50,000.00	$50,000.00
Minnesota	Washington County	$50,000.00	$50,000.00
Minnesota	Watonwan County	$50,000.00	$50,000.00
Minnesota	Wilkin County	$50,000.00	$50,000.00
Minnesota	Winona County	$50,000.00	$50,000.00
Minnesota	Wright County	$50,000.00	$50,000.00
Minnesota	Yellow Medicine County	$50,000.00	$50,000.00
Mississippi	Adams County	$156,869.89	$156,869.89
Mississippi	Alcorn County	$50,000.00	$50,000.00
Mississippi	Amite County	$142,568.70	$142,568.70
Mississippi	Attala County	$50,000.00	$50,000.00
Mississippi	Benton County	$221,458.68	$221,458.68
Mississippi	Bolivar County	$65,390.56	$65,390.56
Mississippi	Calhoun County	$65,637.08	$65,637.08
Mississippi	Carroll County	$50,000.00	$50,000.00
Mississippi	Chickasaw County	$108,273.40	$108,273.40
Mississippi	Choctaw County	$51,632.79	$51,632.79
Mississippi	Claiborne County	$50,000.00	$50,000.00
Mississippi	Clay County	$50,000.00	$50,000.00
Mississippi	Coahoma County	$50,000.00	$50,000.00
Mississippi	Copiah County	$50,000.00	$50,000.00
Mississippi	Covington County	$50,000.00	$50,000.00
Mississippi	DeSoto County	$50,000.00	$50,000.00
Mississippi	Forrest County	$203,681.56	$203,681.56
Mississippi	Franklin County	$387,475.76	$387,475.76
Mississippi	George County	$50,000.00	$50,000.00
Mississippi	Greene County	$133,100.62	$133,100.62
Mississippi	Grenada County	$185,739.25	$185,739.25
Mississippi	Hancock County	$50,000.00	$50,000.00
Mississippi	Harrison County	$206,326.55	$206,326.55

State	Recipient Name	FY22 Allocation	FY23 Allocation
Mississippi	Hinds County	$50,000.00	$50,000.00
Mississippi	Holmes County	$97,790.45	$97,790.45
Mississippi	Humphreys County	$50,000.00	$50,000.00
Mississippi	Issaquena County	$50,957.36	$50,957.36
Mississippi	Itawamba County	$66,683.40	$66,683.40
Mississippi	Jackson County	$154,549.21	$154,549.21
Mississippi	Jasper County	$70,009.42	$70,009.42
Mississippi	Jefferson County	$50,000.00	$50,000.00
Mississippi	Jones County	$131,817.70	$131,817.70
Mississippi	Kemper County	$50,000.00	$50,000.00
Mississippi	Lafayette County	$329,679.33	$329,679.33
Mississippi	Lamar County	$50,000.00	$50,000.00
Mississippi	Lauderdale County	$50,000.00	$50,000.00
Mississippi	Lawrence County	$50,000.00	$50,000.00
Mississippi	Leake County	$50,000.00	$50,000.00
Mississippi	Lee County	$50,000.00	$50,000.00
Mississippi	Leflore County	$50,000.00	$50,000.00
Mississippi	Lincoln County	$50,000.00	$50,000.00
Mississippi	Lowndes County	$50,000.00	$50,000.00
Mississippi	Madison County	$50,000.00	$50,000.00
Mississippi	Marshall County	$167,646.91	$167,646.91
Mississippi	Monroe County	$95,308.25	$95,308.25
Mississippi	Montgomery County	$50,000.00	$50,000.00
Mississippi	Neshoba County	$50,000.00	$50,000.00
Mississippi	Newton County	$50,000.00	$50,000.00
Mississippi	Noxubee County	$50,000.00	$50,000.00
Mississippi	Oktibbeha County	$66,277.66	$66,277.66
Mississippi	Panola County	$111,746.49	$111,746.49
Mississippi	Pearl River County	$50,000.00	$50,000.00
Mississippi	Perry County	$652,905.65	$652,905.65
Mississippi	Pike County	$50,000.00	$50,000.00
Mississippi	Pontotoc County	$50,000.00	$50,000.00
Mississippi	Prentiss County	$50,000.00	$50,000.00
Mississippi	Quitman County	$50,000.00	$50,000.00
Mississippi	Rankin County	$50,000.00	$50,000.00
Mississippi	Scott County	$344,475.74	$344,475.74
Mississippi	Sharkey County	$288,560.61	$288,560.61
Mississippi	Simpson County	$50,000.00	$50,000.00
Mississippi	Smith County	$234,581.30	$234,581.30
Mississippi	Stone County	$141,002.01	$141,002.01

State	Recipient Name	FY22 Allocation	FY23 Allocation
Mississippi	Sunflower County	$50,000.00	$50,000.00
Mississippi	Tallahatchie County	$50,000.00	$50,000.00
Mississippi	Tate County	$62,085.65	$62,085.65
Mississippi	Tippah County	$50,000.00	$50,000.00
Mississippi	Tishomingo County	$86,954.44	$86,954.44
Mississippi	Tunica County	$50,000.00	$50,000.00
Mississippi	Union County	$50,000.00	$50,000.00
Mississippi	Walthall County	$50,000.00	$50,000.00
Mississippi	Warren County	$50,000.00	$50,000.00
Mississippi	Washington County	$89,226.82	$89,226.82
Mississippi	Wayne County	$361,133.81	$361,133.81
Mississippi	Webster County	$50,000.00	$50,000.00
Mississippi	Wilkinson County	$93,933.40	$93,933.40
Mississippi	Winston County	$189,539.55	$189,539.55
Mississippi	Yalobusha County	$307,059.05	$307,059.05
Mississippi	Yazoo County	$181,252.37	$181,252.37
Missouri	Andrew County	$50,000.00	$50,000.00
Missouri	Atchison County	$50,000.00	$50,000.00
Missouri	Barry County	$208,117.05	$208,117.05
Missouri	Bates County	$50,000.00	$50,000.00
Missouri	Benton County	$230,063.48	$230,063.48
Missouri	Bollinger County	$50,000.00	$50,000.00
Missouri	Boone County	$50,000.00	$50,000.00
Missouri	Buchanan County	$50,000.00	$50,000.00
Missouri	Butler County	$180,984.55	$180,984.55
Missouri	Callaway County	$50,000.00	$50,000.00
Missouri	Camden County	$50,000.00	$50,000.00
Missouri	Carroll County	$50,000.00	$50,000.00
Missouri	Carter County	$396,176.48	$396,176.48
Missouri	Cedar County	$107,434.10	$107,434.10
Missouri	Chariton County	$50,000.00	$50,000.00
Missouri	Christian County	$84,182.36	$84,182.36
Missouri	Clark County	$50,000.00	$50,000.00
Missouri	Clay County	$50,000.00	$50,000.00
Missouri	Clinton County	$50,000.00	$50,000.00
Missouri	Cole County	$50,000.00	$50,000.00
Missouri	Cooper County	$50,000.00	$50,000.00
Missouri	Crawford County	$158,967.78	$158,967.78
Missouri	Dade County	$82,913.02	$82,913.02
Missouri	Daviess County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Missouri	Dent County	$244,227.63	$244,227.63
Missouri	Douglas County	$165,265.71	$165,265.71
Missouri	Dunklin County	$50,000.00	$50,000.00
Missouri	Franklin County	$50,000.00	$50,000.00
Missouri	Gasconade County	$50,000.00	$50,000.00
Missouri	Gentry County	$50,000.00	$50,000.00
Missouri	Greene County	$50,000.00	$50,000.00
Missouri	Henry County	$193,616.10	$193,616.10
Missouri	Hickory County	$82,335.10	$82,335.10
Missouri	Holt County	$50,000.00	$50,000.00
Missouri	Howard County	$50,000.00	$50,000.00
Missouri	Howell County	$203,549.67	$203,549.67
Missouri	Iron County	$395,013.45	$395,013.45
Missouri	Jackson County	$50,000.00	$50,000.00
Missouri	Jefferson County	$50,000.00	$50,000.00
Missouri	Laclede County	$97,412.89	$97,412.89
Missouri	Lafayette County	$50,000.00	$50,000.00
Missouri	Lawrence County	$50,000.00	$50,000.00
Missouri	Lewis County	$50,000.00	$50,000.00
Missouri	Lincoln County	$50,000.00	$50,000.00
Missouri	Macon County	$50,000.00	$50,000.00
Missouri	Madison County	$169,822.69	$169,822.69
Missouri	Marion County	$50,000.00	$50,000.00
Missouri	Mississippi County	$50,000.00	$50,000.00
Missouri	Moniteau County	$50,000.00	$50,000.00
Missouri	Monroe County	$89,723.32	$89,723.32
Missouri	Montgomery County	$50,000.00	$50,000.00
Missouri	New Madrid County	$50,000.00	$50,000.00
Missouri	Newton County	$50,000.00	$50,000.00
Missouri	Oregon County	$425,400.03	$425,400.03
Missouri	Osage County	$50,000.00	$50,000.00
Missouri	Ozark County	$234,963.38	$234,963.38
Missouri	Pemiscot County	$50,000.00	$50,000.00
Missouri	Perry County	$50,000.00	$50,000.00
Missouri	Phelps County	$150,857.76	$150,857.76
Missouri	Pike County	$50,000.00	$50,000.00
Missouri	Platte County	$50,000.00	$50,000.00
Missouri	Polk County	$50,000.00	$50,000.00
Missouri	Pulaski County	$61,035.33	$61,035.33
Missouri	Ralls County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Missouri	Ray County	$50,000.00	$50,000.00
Missouri	Reynolds County	$428,697.27	$428,697.27
Missouri	Ripley County	$402,607.10	$402,607.10
Missouri	Saline County	$50,000.00	$50,000.00
Missouri	Shannon County	$477,616.33	$477,616.33
Missouri	Shelby County	$50,000.00	$50,000.00
Missouri	St. Charles County	$50,000.00	$50,000.00
Missouri	St. Clair County	$165,421.74	$165,421.74
Missouri	St. Francois County	$50,000.00	$50,000.00
Missouri	St. Louis County	$50,000.00	$50,000.00
Missouri	Ste. Genevieve County	$50,000.00	$50,000.00
Missouri	Stoddard County	$50,000.00	$50,000.00
Missouri	Stone County	$160,780.66	$160,780.66
Missouri	Taney County	$283,916.02	$283,916.02
Missouri	Texas County	$195,872.10	$195,872.10
Missouri	Vernon County	$50,000.00	$50,000.00
Missouri	Washington County	$332,126.08	$332,126.08
Missouri	Wayne County	$570,809.03	$570,809.03
Missouri	Wright County	$50,000.00	$50,000.00
Montana	Beaverhead County	$2,857,200.00	$2,857,200.00
Montana	Big Horn County	$165,593.43	$165,593.43
Montana	Blaine County	$1,815,222.07	$1,815,222.07
Montana	Broadwater County	$463,158.03	$463,158.03
Montana	Carbon County	$919,752.95	$919,752.95
Montana	Carter County	$428,400.00	$428,400.00
Montana	Cascade County	$345,981.62	$345,981.62
Montana	Chouteau County	$377,533.19	$377,533.19
Montana	Custer County	$533,281.75	$533,281.75
Montana	Daniels County	$50,000.00	$50,000.00
Montana	Dawson County	$51,125.22	$51,125.22
Montana	Fallon County	$92,643.28	$92,643.28
Montana	Fergus County	$1,169,574.67	$1,169,574.67
Montana	Flathead County	$6,000,000.00	$6,000,000.00
Montana	Gallatin County	$585,838.65	$585,838.65
Montana	Garfield County	$362,700.00	$362,700.00
Montana	Glacier County	$1,606,388.58	$1,606,388.58
Montana	Golden Valley County	$103,833.98	$103,833.98
Montana	Granite County	$1,003,200.00	$1,003,200.00
Montana	Hill County	$114,952.44	$114,952.44
Montana	Jefferson County	$441,592.08	$441,592.08

State	Recipient Name	FY22 Allocation	FY23 Allocation
Montana	Judith Basin County	$613,200.00	$613,200.00
Montana	Lake County	$604,919.66	$604,919.66
Montana	Lewis and Clark County	$866,403.80	$866,403.80
Montana	Liberty County	$80,831.56	$80,831.56
Montana	Lincoln County	$6,000,000.00	$6,000,000.00
Montana	Madison County	$1,689,491.23	$1,689,491.23
Montana	McCone County	$446,433.74	$446,433.74
Montana	Meagher County	$589,200.00	$589,200.00
Montana	Mineral County	$1,458,000.00	$1,458,000.00
Montana	Missoula County	$1,446,209.02	$1,446,209.02
Montana	Musselshell County	$317,455.00	$317,455.00
Montana	Park County	$1,528,682.41	$1,528,682.41
Montana	Petroleum County	$155,700.00	$155,700.00
Montana	Phillips County	$1,257,600.00	$1,257,600.00
Montana	Pondera County	$349,589.07	$349,589.07
Montana	Powder River County	$510,600.00	$510,600.00
Montana	Powell County	$1,794,300.65	$1,794,300.65
Montana	Prairie County	$327,300.00	$327,300.00
Montana	Ravalli County	$2,693,213.98	$2,693,213.98
Montana	Richland County	$50,000.00	$50,000.00
Montana	Roosevelt County	$50,000.00	$50,000.00
Montana	Rosebud County	$781,249.45	$781,249.45
Montana	Sanders County	$3,887,700.00	$3,887,700.00
Montana	Sheridan County	$50,000.00	$50,000.00
Montana	Stillwater County	$163,107.61	$163,107.61
Montana	Sweet Grass County	$235,192.79	$235,192.79
Montana	Teton County	$457,312.83	$457,312.83
Montana	Toole County	$80,555.76	$80,555.76
Montana	Treasure County	$50,000.00	$50,000.00
Montana	Valley County	$1,805,268.77	$1,805,268.77
Montana	Wheatland County	$211,208.86	$211,208.86
Montana	Wibaux County	$50,000.00	$50,000.00
Montana	Yellowstone County	$62,890.91	$62,890.91
Nebraska	Adams County	$50,000.00	$50,000.00
Nebraska	Blaine County	$50,000.00	$50,000.00
Nebraska	Boyd County	$50,000.00	$50,000.00
Nebraska	Brown County	$50,000.00	$50,000.00
Nebraska	Burt County	$50,000.00	$50,000.00
Nebraska	Cass County	$50,000.00	$50,000.00
Nebraska	Cedar County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Nebraska	Chase County	$50,000.00	$50,000.00
Nebraska	Cherry County	$346,528.03	$346,528.03
Nebraska	Clay County	$50,000.00	$50,000.00
Nebraska	Custer County	$50,000.00	$50,000.00
Nebraska	Dakota County	$50,000.00	$50,000.00
Nebraska	Dawes County	$101,722.88	$101,722.88
Nebraska	Dixon County	$50,000.00	$50,000.00
Nebraska	Douglas County	$50,000.00	$50,000.00
Nebraska	Fillmore County	$50,000.00	$50,000.00
Nebraska	Franklin County	$50,000.00	$50,000.00
Nebraska	Frontier County	$50,000.00	$50,000.00
Nebraska	Furnas County	$50,000.00	$50,000.00
Nebraska	Gage County	$50,000.00	$50,000.00
Nebraska	Garden County	$110,063.08	$110,063.08
Nebraska	Garfield County	$50,000.00	$50,000.00
Nebraska	Gosper County	$50,000.00	$50,000.00
Nebraska	Greeley County	$50,000.00	$50,000.00
Nebraska	Hall County	$50,000.00	$50,000.00
Nebraska	Hamilton County	$50,000.00	$50,000.00
Nebraska	Harlan County	$50,000.00	$50,000.00
Nebraska	Hayes County	$50,000.00	$50,000.00
Nebraska	Hitchcock County	$50,000.00	$50,000.00
Nebraska	Holt County	$50,000.00	$50,000.00
Nebraska	Hooker County	$50,000.00	$50,000.00
Nebraska	Howard County	$50,000.00	$50,000.00
Nebraska	Kearney County	$50,000.00	$50,000.00
Nebraska	Knox County	$50,000.00	$50,000.00
Nebraska	Lancaster County	$50,000.00	$50,000.00
Nebraska	Loup County	$50,000.00	$50,000.00
Nebraska	McPherson County	$50,000.00	$50,000.00
Nebraska	Merrick County	$50,000.00	$50,000.00
Nebraska	Morrill County	$50,000.00	$50,000.00
Nebraska	Nance County	$50,000.00	$50,000.00
Nebraska	Nemaha County	$50,000.00	$50,000.00
Nebraska	Nuckolls County	$50,000.00	$50,000.00
Nebraska	Otoe County	$50,000.00	$50,000.00
Nebraska	Phelps County	$50,000.00	$50,000.00
Nebraska	Red Willow County	$50,000.00	$50,000.00
Nebraska	Richardson County	$50,000.00	$50,000.00
Nebraska	Rock County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Nebraska	Saline County	$50,000.00	$50,000.00
Nebraska	Sarpy County	$50,000.00	$50,000.00
Nebraska	Scotts Bluff County	$50,000.00	$50,000.00
Nebraska	Seward County	$50,000.00	$50,000.00
Nebraska	Sheridan County	$50,000.00	$50,000.00
Nebraska	Sioux County	$140,802.18	$140,802.18
Nebraska	Thomas County	$127,304.67	$127,304.67
Nebraska	Thurston County	$50,000.00	$50,000.00
Nebraska	Valley County	$50,000.00	$50,000.00
Nebraska	Washington County	$50,000.00	$50,000.00
Nebraska	Webster County	$50,000.00	$50,000.00
Nebraska	York County	$50,000.00	$50,000.00
Nevada	Churchill County	$3,464,223.86	$3,464,223.86
Nevada	Clark County	$6,000,000.00	$6,000,000.00
Nevada	Douglas County	$204,611.85	$204,611.85
Nevada	Elko County	$6,000,000.00	$6,000,000.00
Nevada	Esmeralda County	$222,900.00	$222,900.00
Nevada	Eureka County	$570,900.00	$570,900.00
Nevada	Humboldt County	$3,990,936.32	$3,990,936.32
Nevada	Lander County	$1,739,400.00	$1,739,400.00
Nevada	Lincoln County	$1,357,500.00	$1,357,500.00
Nevada	Lyon County	$2,060,274.37	$2,060,274.37
Nevada	Mineral County	$1,375,800.00	$1,375,800.00
Nevada	Nye County	$6,000,000.00	$6,000,000.00
Nevada	Pershing County	$2,022,300.00	$2,022,300.00
Nevada	Storey County	$50,000.00	$50,000.00
Nevada	Washoe County	$4,713,611.54	$4,713,611.54
Nevada	White Pine County	$2,754,600.00	$2,754,600.00
New Hampshire	Carroll County	$124,449.46	$124,449.46
New Hampshire	Coos County	$660,502.29	$660,502.29
New Hampshire	Grafton County	$288,665.25	$288,665.25
New Hampshire	Merrimack County	$50,000.00	$50,000.00
New Jersey	Atlantic County	$50,000.00	$50,000.00
New Jersey	Camden County	$50,000.00	$50,000.00
New Jersey	Cape May County	$50,000.00	$50,000.00
New Jersey	Cumberland County	$50,000.00	$50,000.00
New Jersey	Essex County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
New Jersey	Gloucester County	$50,000.00	$50,000.00
New Jersey	Hudson County	$50,000.00	$50,000.00
New Jersey	Middlesex County	$50,000.00	$50,000.00
New Jersey	Monmouth County	$50,000.00	$50,000.00
New Jersey	Morris County	$50,000.00	$50,000.00
New Jersey	Ocean County	$50,000.00	$50,000.00
New Jersey	Passaic County	$50,000.00	$50,000.00
New Jersey	Salem County	$50,000.00	$50,000.00
New Jersey	Somerset County	$50,000.00	$50,000.00
New Jersey	Sussex County	$50,000.00	$50,000.00
New Jersey	Warren County	$50,000.00	$50,000.00
New Mexico	Bernalillo County	$216,651.65	$216,651.65
New Mexico	Catron County	$1,119,300.00	$1,119,300.00
New Mexico	Chaves County	$3,930,445.20	$3,930,445.20
New Mexico	Cibola County	$3,151,902.50	$3,151,902.50
New Mexico	Colfax County	$246,650.21	$246,650.21
New Mexico	De Baca County	$142,034.75	$142,034.75
New Mexico	Doña Ana County	$4,729,151.30	$4,729,151.30
New Mexico	Eddy County	$3,775,242.50	$3,775,242.50
New Mexico	Grant County	$4,643,810.07	$4,643,810.07
New Mexico	Guadalupe County	$257,404.61	$257,404.61
New Mexico	Harding County	$191,700.00	$191,700.00
New Mexico	Hidalgo County	$1,222,200.00	$1,222,200.00
New Mexico	Lea County	$1,017,753.95	$1,017,753.95
New Mexico	Lincoln County	$2,947,364.06	$2,947,364.06
New Mexico	Los Alamos County	$50,000.00	$50,000.00
New Mexico	Luna County	$2,986,249.12	$2,986,249.12
New Mexico	McKinley County	$1,663,360.11	$1,663,360.11
New Mexico	Mora County	$480,256.88	$480,256.88
New Mexico	Otero County	$4,834,134.01	$4,834,134.01
New Mexico	Quay County	$50,000.00	$50,000.00
New Mexico	Rio Arriba County	$6,000,000.00	$6,000,000.00
New Mexico	Roosevelt County	$50,000.00	$50,000.00
New Mexico	San Juan County	$2,753,593.41	$2,753,593.41
New Mexico	San Miguel County	$1,617,426.87	$1,617,426.87
New Mexico	Sandoval County	$1,452,568.50	$1,452,568.50
New Mexico	Santa Fe County	$488,397.71	$488,397.71
New Mexico	Sierra County	$3,450,600.00	$3,450,600.00
New Mexico	Socorro County	$4,893,300.00	$4,893,300.00
New Mexico	Taos County	$3,052,114.01	$3,052,114.01

State	Recipient Name	FY22 Allocation	FY23 Allocation
New Mexico	Torrance County	$645,124.16	$645,124.16
New Mexico	Union County	$188,859.56	$188,859.56
New Mexico	Valencia County	$115,221.98	$115,221.98
New York	Albany County	$50,000.00	$50,000.00
New York	Allegany County	$50,000.00	$50,000.00
New York	Broome County	$50,000.00	$50,000.00
New York	Cattaraugus County	$50,000.00	$50,000.00
New York	Cayuga County	$50,000.00	$50,000.00
New York	Chenango County	$50,000.00	$50,000.00
New York	Columbia County	$50,000.00	$50,000.00
New York	Cortland County	$50,000.00	$50,000.00
New York	Delaware County	$50,000.00	$50,000.00
New York	Dutchess County	$50,000.00	$50,000.00
New York	Erie County	$50,000.00	$50,000.00
New York	Greene County	$50,000.00	$50,000.00
New York	Livingston County	$50,000.00	$50,000.00
New York	Nassau County	$50,000.00	$50,000.00
New York	Oneida County	$50,000.00	$50,000.00
New York	Orange County	$50,000.00	$50,000.00
New York	Putnam County	$50,000.00	$50,000.00
New York	Rensselaer County	$50,000.00	$50,000.00
New York	Saratoga County	$50,000.00	$50,000.00
New York	Schuyler County	$50,000.00	$50,000.00
New York	Seneca County	$50,000.00	$50,000.00
New York	Steuben County	$50,000.00	$50,000.00
New York	Suffolk County	$50,000.00	$50,000.00
New York	Sullivan County	$50,000.00	$50,000.00
New York	Washington County	$50,000.00	$50,000.00
New York	Westchester County	$50,000.00	$50,000.00
New York	Wyoming County	$50,000.00	$50,000.00
North Carolina	Alleghany County	$50,000.00	$50,000.00
North Carolina	Anson County	$50,000.00	$50,000.00
North Carolina	Ashe County	$50,000.00	$50,000.00
North Carolina	Avery County	$98,464.81	$98,464.81
North Carolina	Beaufort County	$50,000.00	$50,000.00
North Carolina	Bertie County	$82,180.95	$82,180.95
North Carolina	Bladen County	$50,000.00	$50,000.00
North Carolina	Brunswick County	$50,000.00	$50,000.00
North Carolina	Buncombe County	$76,719.00	$76,719.00
North Carolina	Burke County	$160,962.91	$160,962.91

State	Recipient Name	FY22 Allocation	FY23 Allocation
North Carolina	Caldwell County	$151,143.92	$151,143.92
North Carolina	Camden County	$50,000.00	$50,000.00
North Carolina	Carteret County	$182,435.31	$182,435.31
North Carolina	Chatham County	$62,122.42	$62,122.42
North Carolina	Cherokee County	$372,076.65	$372,076.65
North Carolina	Chowan County	$50,000.00	$50,000.00
North Carolina	Clay County	$213,085.69	$213,085.69
North Carolina	Craven County	$162,053.99	$162,053.99
North Carolina	Currituck County	$50,000.00	$50,000.00
North Carolina	Dare County	$261,562.87	$261,562.87
North Carolina	Davidson County	$50,000.00	$50,000.00
North Carolina	Durham County	$50,000.00	$50,000.00
North Carolina	Gates County	$50,000.00	$50,000.00
North Carolina	Graham County	$454,343.81	$454,343.81
North Carolina	Granville County	$50,000.00	$50,000.00
North Carolina	Guilford County	$50,000.00	$50,000.00
North Carolina	Haywood County	$319,484.66	$319,484.66
North Carolina	Henderson County	$50,000.00	$50,000.00
North Carolina	Hyde County	$499,379.12	$499,379.12
North Carolina	Jackson County	$246,897.40	$246,897.40
North Carolina	Jones County	$124,583.75	$124,583.75
North Carolina	Macon County	$459,842.41	$459,842.41
North Carolina	Madison County	$173,490.02	$173,490.02
North Carolina	McDowell County	$212,762.76	$212,762.76
North Carolina	Mitchell County	$62,194.36	$62,194.36
North Carolina	Montgomery County	$162,619.92	$162,619.92
North Carolina	Nash County	$50,000.00	$50,000.00
North Carolina	New Hanover County	$50,000.00	$50,000.00
North Carolina	Orange County	$50,000.00	$50,000.00
North Carolina	Pamlico County	$50,000.00	$50,000.00
North Carolina	Pasquotank County	$50,000.00	$50,000.00
North Carolina	Pender County	$50,000.00	$50,000.00
North Carolina	Randolph County	$50,000.00	$50,000.00
North Carolina	Richmond County	$50,000.00	$50,000.00
North Carolina	Sampson County	$50,000.00	$50,000.00
North Carolina	Surry County	$50,000.00	$50,000.00
North Carolina	Swain County	$768,361.84	$768,361.84
North Carolina	Transylvania County	$213,572.48	$213,572.48
North Carolina	Tyrrell County	$230,804.02	$230,804.02
North Carolina	Vance County	$88,014.35	$88,014.35

State	Recipient Name	FY22 Allocation	FY23 Allocation
North Carolina	Wake County	$50,000.00	$50,000.00
North Carolina	Warren County	$50,000.00	$50,000.00
North Carolina	Washington County	$72,294.14	$72,294.14
North Carolina	Watauga County	$50,000.00	$50,000.00
North Carolina	Wilkes County	$50,000.00	$50,000.00
North Carolina	Yancey County	$123,816.39	$123,816.39
North Dakota	Adams County	$50,000.00	$50,000.00
North Dakota	Barnes County	$50,000.00	$50,000.00
North Dakota	Benson County	$50,000.00	$50,000.00
North Dakota	Billings County	$286,500.00	$286,500.00
North Dakota	Bottineau County	$50,000.00	$50,000.00
North Dakota	Bowman County	$50,000.00	$50,000.00
North Dakota	Burke County	$50,000.00	$50,000.00
North Dakota	Burleigh County	$50,000.00	$50,000.00
North Dakota	Cass County	$50,000.00	$50,000.00
North Dakota	Cavalier County	$50,000.00	$50,000.00
North Dakota	Dickey County	$50,000.00	$50,000.00
North Dakota	Divide County	$50,000.00	$50,000.00
North Dakota	Dunn County	$53,086.15	$53,086.15
North Dakota	Eddy County	$50,000.00	$50,000.00
North Dakota	Emmons County	$83,069.58	$83,069.58
North Dakota	Foster County	$50,000.00	$50,000.00
North Dakota	Golden Valley County	$70,077.36	$70,077.36
North Dakota	Grand Forks County	$50,000.00	$50,000.00
North Dakota	Grant County	$50,000.00	$50,000.00
North Dakota	Griggs County	$50,000.00	$50,000.00
North Dakota	Hettinger County	$50,000.00	$50,000.00
North Dakota	Kidder County	$50,000.00	$50,000.00
North Dakota	LaMoure County	$50,000.00	$50,000.00
North Dakota	Logan County	$50,000.00	$50,000.00
North Dakota	McHenry County	$71,411.16	$71,411.16
North Dakota	McIntosh County	$50,000.00	$50,000.00
North Dakota	McKenzie County	$466,966.05	$466,966.05
North Dakota	McLean County	$131,406.53	$131,406.53
North Dakota	Mercer County	$50,000.00	$50,000.00
North Dakota	Morton County	$50,000.00	$50,000.00
North Dakota	Mountrail County	$117,614.91	$117,614.91
North Dakota	Nelson County	$50,000.00	$50,000.00
North Dakota	Oliver County	$50,000.00	$50,000.00
North Dakota	Pembina County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
North Dakota	Pierce County	$50,000.00	$50,000.00
North Dakota	Ramsey County	$50,000.00	$50,000.00
North Dakota	Ransom County	$50,000.00	$50,000.00
North Dakota	Renville County	$50,000.00	$50,000.00
North Dakota	Richland County	$50,000.00	$50,000.00
North Dakota	Rolette County	$50,000.00	$50,000.00
North Dakota	Sargent County	$50,000.00	$50,000.00
North Dakota	Sheridan County	$132,072.43	$132,072.43
North Dakota	Sioux County	$228,936.43	$228,936.43
North Dakota	Slope County	$109,876.06	$109,876.06
North Dakota	Stark County	$50,000.00	$50,000.00
North Dakota	Steele County	$50,000.00	$50,000.00
North Dakota	Stutsman County	$50,000.00	$50,000.00
North Dakota	Towner County	$50,000.00	$50,000.00
North Dakota	Traill County	$50,000.00	$50,000.00
North Dakota	Walsh County	$50,000.00	$50,000.00
North Dakota	Ward County	$50,000.00	$50,000.00
North Dakota	Wells County	$50,000.00	$50,000.00
North Dakota	Williams County	$50,000.00	$50,000.00
Ohio	Adams County	$50,000.00	$50,000.00
Ohio	Ashland County	$50,000.00	$50,000.00
Ohio	Athens County	$75,796.57	$75,796.57
Ohio	Belmont County	$50,000.00	$50,000.00
Ohio	Brown County	$50,000.00	$50,000.00
Ohio	Carroll County	$50,000.00	$50,000.00
Ohio	Clark County	$50,000.00	$50,000.00
Ohio	Clermont County	$50,000.00	$50,000.00
Ohio	Clinton County	$50,000.00	$50,000.00
Ohio	Coshocton County	$50,000.00	$50,000.00
Ohio	Cuyahoga County	$50,000.00	$50,000.00
Ohio	Delaware County	$50,000.00	$50,000.00
Ohio	Fayette County	$50,000.00	$50,000.00
Ohio	Gallia County	$73,838.21	$73,838.21
Ohio	Greene County	$50,000.00	$50,000.00
Ohio	Guernsey County	$50,000.00	$50,000.00
Ohio	Hamilton County	$50,000.00	$50,000.00
Ohio	Harrison County	$50,000.00	$50,000.00
Ohio	Highland County	$50,000.00	$50,000.00
Ohio	Hocking County	$83,133.63	$83,133.63
Ohio	Jackson County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Ohio	Jefferson County	$50,000.00	$50,000.00
Ohio	Knox County	$50,000.00	$50,000.00
Ohio	Lake County	$50,000.00	$50,000.00
Ohio	Lawrence County	$240,912.01	$240,912.01
Ohio	Licking County	$50,000.00	$50,000.00
Ohio	Lucas County	$50,000.00	$50,000.00
Ohio	Madison County	$50,000.00	$50,000.00
Ohio	Mahoning County	$50,000.00	$50,000.00
Ohio	Marion County	$50,000.00	$50,000.00
Ohio	Meigs County	$50,000.00	$50,000.00
Ohio	Monroe County	$79,191.33	$79,191.33
Ohio	Montgomery County	$50,000.00	$50,000.00
Ohio	Morgan County	$50,000.00	$50,000.00
Ohio	Morrow County	$50,000.00	$50,000.00
Ohio	Muskingum County	$50,000.00	$50,000.00
Ohio	Noble County	$50,000.00	$50,000.00
Ohio	Ottawa County	$50,000.00	$50,000.00
Ohio	Perry County	$71,594.49	$71,594.49
Ohio	Pickaway County	$50,000.00	$50,000.00
Ohio	Portage County	$50,000.00	$50,000.00
Ohio	Richland County	$50,000.00	$50,000.00
Ohio	Ross County	$50,000.00	$50,000.00
Ohio	Scioto County	$50,000.00	$50,000.00
Ohio	Stark County	$50,000.00	$50,000.00
Ohio	Summit County	$50,000.00	$50,000.00
Ohio	Trumbull County	$51,582.44	$51,582.44
Ohio	Tuscarawas County	$50,000.00	$50,000.00
Ohio	Vinton County	$50,000.00	$50,000.00
Ohio	Warren County	$50,000.00	$50,000.00
Ohio	Washington County	$94,418.59	$94,418.59
Ohio	Wayne County	$50,000.00	$50,000.00
Oklahoma	Adair County	$50,000.00	$50,000.00
Oklahoma	Alfalfa County	$52,116.60	$52,116.60
Oklahoma	Atoka County	$121,562.28	$121,562.28
Oklahoma	Beckham County	$50,000.00	$50,000.00
Oklahoma	Blaine County	$50,000.00	$50,000.00
Oklahoma	Bryan County	$89,298.08	$89,298.08
Oklahoma	Caddo County	$50,000.00	$50,000.00
Oklahoma	Canadian County	$50,000.00	$50,000.00
Oklahoma	Cherokee County	$110,271.66	$110,271.66

State	Recipient Name	FY22 Allocation	FY23 Allocation
Oklahoma	Choctaw County	$134,731.26	$134,731.26
Oklahoma	Cimarron County	$50,000.00	$50,000.00
Oklahoma	Cleveland County	$50,000.00	$50,000.00
Oklahoma	Coal County	$50,000.00	$50,000.00
Oklahoma	Comanche County	$141,621.87	$141,621.87
Oklahoma	Cotton County	$50,000.00	$50,000.00
Oklahoma	Creek County	$57,259.29	$57,259.29
Oklahoma	Custer County	$50,000.00	$50,000.00
Oklahoma	Delaware County	$50,000.00	$50,000.00
Oklahoma	Dewey County	$50,000.00	$50,000.00
Oklahoma	Ellis County	$50,000.00	$50,000.00
Oklahoma	Grady County	$50,000.00	$50,000.00
Oklahoma	Greer County	$50,000.00	$50,000.00
Oklahoma	Harmon County	$50,000.00	$50,000.00
Oklahoma	Haskell County	$133,756.07	$133,756.07
Oklahoma	Jackson County	$50,000.00	$50,000.00
Oklahoma	Jefferson County	$50,000.00	$50,000.00
Oklahoma	Johnston County	$88,178.85	$88,178.85
Oklahoma	Kay County	$124,411.09	$124,411.09
Oklahoma	Kiowa County	$54,882.07	$54,882.07
Oklahoma	Latimer County	$50,000.00	$50,000.00
Oklahoma	Le Flore County	$1,019,363.00	$1,019,363.00
Oklahoma	Logan County	$50,000.00	$50,000.00
Oklahoma	Love County	$50,000.00	$50,000.00
Oklahoma	Major County	$50,000.00	$50,000.00
Oklahoma	Marshall County	$141,719.01	$141,719.01
Oklahoma	Mayes County	$50,000.00	$50,000.00
Oklahoma	McCurtain County	$779,820.85	$779,820.85
Oklahoma	McIntosh County	$326,466.81	$326,466.81
Oklahoma	Murray County	$50,000.00	$50,000.00
Oklahoma	Muskogee County	$71,997.35	$71,997.35
Oklahoma	Noble County	$50,000.00	$50,000.00
Oklahoma	Nowata County	$69,263.64	$69,263.64
Oklahoma	Oklahoma County	$50,000.00	$50,000.00
Oklahoma	Okmulgee County	$50,000.00	$50,000.00
Oklahoma	Osage County	$154,241.33	$154,241.33
Oklahoma	Ottawa County	$50,000.00	$50,000.00
Oklahoma	Pawnee County	$50,000.00	$50,000.00
Oklahoma	Payne County	$50,000.00	$50,000.00
Oklahoma	Pittsburg County	$195,484.42	$195,484.42

State	Recipient Name	FY22 Allocation	FY23 Allocation
Oklahoma	Pottawatomie County	$50,000.00	$50,000.00
Oklahoma	Pushmataha County	$103,149.68	$103,149.68
Oklahoma	Roger Mills County	$50,000.00	$50,000.00
Oklahoma	Rogers County	$50,000.00	$50,000.00
Oklahoma	Sequoyah County	$129,223.87	$129,223.87
Oklahoma	Stephens County	$50,000.00	$50,000.00
Oklahoma	Texas County	$50,000.00	$50,000.00
Oklahoma	Tillman County	$50,000.00	$50,000.00
Oklahoma	Tulsa County	$50,000.00	$50,000.00
Oklahoma	Wagoner County	$50,000.00	$50,000.00
Oklahoma	Washington County	$50,000.00	$50,000.00
Oklahoma	Washita County	$50,000.00	$50,000.00
Oklahoma	Woods County	$50,000.00	$50,000.00
Oklahoma	Woodward County	$50,000.00	$50,000.00
Oregon	Baker County	$3,249,946.06	$3,249,946.06
Oregon	Benton County	$127,501.24	$127,501.24
Oregon	Clackamas County	$493,612.84	$493,612.84
Oregon	Clatsop County	$50,000.00	$50,000.00
Oregon	Columbia County	$50,000.00	$50,000.00
Oregon	Coos County	$783,179.58	$783,179.58
Oregon	Crook County	$3,006,958.99	$3,006,958.99
Oregon	Curry County	$2,199,793.50	$2,199,793.50
Oregon	Deschutes County	$2,311,072.51	$2,311,072.51
Oregon	Douglas County	$5,306,660.20	$5,306,660.20
Oregon	Gilliam County	$73,149.99	$73,149.99
Oregon	Grant County	$2,181,600.00	$2,181,600.00
Oregon	Harney County	$2,272,500.00	$2,272,500.00
Oregon	Hood River County	$329,108.60	$329,108.60
Oregon	Jackson County	$2,178,708.87	$2,178,708.87
Oregon	Jefferson County	$966,784.60	$966,784.60
Oregon	Josephine County	$2,854,515.36	$2,854,515.36
Oregon	Klamath County	$6,000,000.00	$6,000,000.00
Oregon	Lake County	$2,482,800.00	$2,482,800.00
Oregon	Lane County	$4,168,407.89	$4,168,407.89
Oregon	Lincoln County	$618,734.92	$618,734.92
Oregon	Linn County	$1,347,605.37	$1,347,605.37
Oregon	Malheur County	$6,000,000.00	$6,000,000.00
Oregon	Marion County	$548,877.49	$548,877.49
Oregon	Morrow County	$365,526.13	$365,526.13
Oregon	Multnomah County	$199,124.57	$199,124.57

State	Recipient Name	FY22 Allocation	FY23 Allocation
Oregon	Polk County	$71,102.63	$71,102.63
Oregon	Sherman County	$128,705.10	$128,705.10
Oregon	Tillamook County	$330,198.29	$330,198.29
Oregon	Umatilla County	$1,008,833.13	$1,008,833.13
Oregon	Union County	$1,497,137.98	$1,497,137.98
Oregon	Wallowa County	$2,263,500.00	$2,263,500.00
Oregon	Wasco County	$527,743.19	$527,743.19
Oregon	Washington County	$50,000.00	$50,000.00
Oregon	Wheeler County	$435,300.00	$435,300.00
Oregon	Yamhill County	$93,799.67	$93,799.67
Pennsylvania	Adams County	$50,000.00	$50,000.00
Pennsylvania	Allegheny County	$50,000.00	$50,000.00
Pennsylvania	Armstrong County	$50,000.00	$50,000.00
Pennsylvania	Beaver County	$50,000.00	$50,000.00
Pennsylvania	Bedford County	$50,000.00	$50,000.00
Pennsylvania	Berks County	$50,000.00	$50,000.00
Pennsylvania	Blair County	$50,000.00	$50,000.00
Pennsylvania	Bucks County	$50,000.00	$50,000.00
Pennsylvania	Cambria County	$50,000.00	$50,000.00
Pennsylvania	Carbon County	$50,000.00	$50,000.00
Pennsylvania	Centre County	$50,000.00	$50,000.00
Pennsylvania	Chester County	$50,000.00	$50,000.00
Pennsylvania	Clearfield County	$50,000.00	$50,000.00
Pennsylvania	Clinton County	$50,000.00	$50,000.00
Pennsylvania	Crawford County	$50,000.00	$50,000.00
Pennsylvania	Cumberland County	$50,000.00	$50,000.00
Pennsylvania	Dauphin County	$50,000.00	$50,000.00
Pennsylvania	Delaware County	$50,000.00	$50,000.00
Pennsylvania	Elk County	$178,995.82	$178,995.82
Pennsylvania	Erie County	$50,000.00	$50,000.00
Pennsylvania	Fayette County	$50,000.00	$50,000.00
Pennsylvania	Forest County	$489,614.29	$489,614.29
Pennsylvania	Franklin County	$50,000.00	$50,000.00
Pennsylvania	Greene County	$50,000.00	$50,000.00
Pennsylvania	Huntingdon County	$67,232.54	$67,232.54
Pennsylvania	Indiana County	$50,000.00	$50,000.00
Pennsylvania	Jefferson County	$50,000.00	$50,000.00
Pennsylvania	Lackawanna County	$50,000.00	$50,000.00
Pennsylvania	Lebanon County	$50,000.00	$50,000.00
Pennsylvania	Lehigh County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Pennsylvania	Luzerne County	$50,000.00	$50,000.00
Pennsylvania	McKean County	$432,716.31	$432,716.31
Pennsylvania	Mercer County	$50,000.00	$50,000.00
Pennsylvania	Monroe County	$50,000.00	$50,000.00
Pennsylvania	Montgomery County	$50,000.00	$50,000.00
Pennsylvania	Northampton County	$50,000.00	$50,000.00
Pennsylvania	Perry County	$50,000.00	$50,000.00
Pennsylvania	Pike County	$50,000.00	$50,000.00
Pennsylvania	Schuylkill County	$50,000.00	$50,000.00
Pennsylvania	Somerset County	$50,000.00	$50,000.00
Pennsylvania	Susquehanna County	$50,000.00	$50,000.00
Pennsylvania	Tioga County	$50,000.00	$50,000.00
Pennsylvania	Warren County	$385,307.18	$385,307.18
Pennsylvania	Washington County	$50,000.00	$50,000.00
Pennsylvania	Wayne County	$50,000.00	$50,000.00
Pennsylvania	Westmoreland County	$50,000.00	$50,000.00
Pennsylvania	York County	$50,000.00	$50,000.00
Puerto Rico	Puerto Rico	$193,783.28	$193,783.28
South Carolina	Abbeville County	$149,823.43	$149,823.43
South Carolina	Aiken County	$50,000.00	$50,000.00
South Carolina	Anderson County	$78,481.53	$78,481.53
South Carolina	Beaufort County	$50,000.00	$50,000.00
South Carolina	Berkeley County	$316,834.07	$316,834.07
South Carolina	Charleston County	$265,070.37	$265,070.37
South Carolina	Cherokee County	$50,000.00	$50,000.00
South Carolina	Chester County	$50,813.48	$50,813.48
South Carolina	Chesterfield County	$183,651.48	$183,651.48
South Carolina	Clarendon County	$50,000.00	$50,000.00
South Carolina	Colleton County	$50,000.00	$50,000.00
South Carolina	Edgefield County	$103,187.25	$103,187.25
South Carolina	Fairfield County	$50,000.00	$50,000.00
South Carolina	Georgetown County	$50,000.00	$50,000.00
South Carolina	Greenwood County	$50,000.00	$50,000.00
South Carolina	Hampton County	$50,000.00	$50,000.00
South Carolina	Horry County	$50,000.00	$50,000.00
South Carolina	Jasper County	$62,983.62	$62,983.62
South Carolina	Laurens County	$66,971.16	$66,971.16
South Carolina	Marlboro County	$50,000.00	$50,000.00
South Carolina	McCormick County	$356,281.87	$356,281.87
South Carolina	Newberry County	$188,402.35	$188,402.35

State	Recipient Name	FY22 Allocation	FY23 Allocation
South Carolina	Oconee County	$280,797.83	$280,797.83
South Carolina	Orangeburg County	$50,000.00	$50,000.00
South Carolina	Pickens County	$50,000.00	$50,000.00
South Carolina	Richland County	$56,240.14	$56,240.14
South Carolina	Saluda County	$50,000.00	$50,000.00
South Carolina	Union County	$253,455.91	$253,455.91
South Carolina	Williamsburg County	$50,000.00	$50,000.00
South Carolina	York County	$50,000.00	$50,000.00
South Dakota	Aurora County	$50,000.00	$50,000.00
South Dakota	Beadle County	$50,000.00	$50,000.00
South Dakota	Bennett County	$66,225.90	$66,225.90
South Dakota	Bon Homme County	$50,000.00	$50,000.00
South Dakota	Brookings County	$50,000.00	$50,000.00
South Dakota	Brown County	$50,000.00	$50,000.00
South Dakota	Brule County	$50,000.00	$50,000.00
South Dakota	Buffalo County	$51,167.26	$51,167.26
South Dakota	Butte County	$256,246.37	$256,246.37
South Dakota	Campbell County	$50,000.00	$50,000.00
South Dakota	Charles Mix County	$82,358.03	$82,358.03
South Dakota	Clark County	$50,000.00	$50,000.00
South Dakota	Clay County	$50,000.00	$50,000.00
South Dakota	Codington County	$50,000.00	$50,000.00
South Dakota	Corson County	$283,910.43	$283,910.43
South Dakota	Custer County	$635,919.07	$635,919.07
South Dakota	Davison County	$50,000.00	$50,000.00
South Dakota	Day County	$50,000.00	$50,000.00
South Dakota	Deuel County	$50,000.00	$50,000.00
South Dakota	Dewey County	$314,712.65	$314,712.65
South Dakota	Douglas County	$50,000.00	$50,000.00
South Dakota	Edmunds County	$50,000.00	$50,000.00
South Dakota	Fall River County	$684,507.21	$684,507.21
South Dakota	Faulk County	$50,000.00	$50,000.00
South Dakota	Grant County	$50,000.00	$50,000.00
South Dakota	Gregory County	$50,000.00	$50,000.00
South Dakota	Haakon County	$50,000.00	$50,000.00
South Dakota	Hamlin County	$50,000.00	$50,000.00
South Dakota	Hand County	$50,000.00	$50,000.00
South Dakota	Hanson County	$50,000.00	$50,000.00
South Dakota	Harding County	$159,843.84	$159,843.84
South Dakota	Hughes County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
South Dakota	Hutchinson County	$50,000.00	$50,000.00
South Dakota	Hyde County	$50,000.00	$50,000.00
South Dakota	Jackson County	$431,055.30	$431,055.30
South Dakota	Jerauld County	$50,000.00	$50,000.00
South Dakota	Jones County	$50,000.00	$50,000.00
South Dakota	Kingsbury County	$50,000.00	$50,000.00
South Dakota	Lake County	$50,000.00	$50,000.00
South Dakota	Lawrence County	$446,159.46	$446,159.46
South Dakota	Lincoln County	$50,000.00	$50,000.00
South Dakota	Lyman County	$388,922.55	$388,922.55
South Dakota	Marshall County	$50,000.00	$50,000.00
South Dakota	McCook County	$50,000.00	$50,000.00
South Dakota	McPherson County	$50,317.12	$50,317.12
South Dakota	Meade County	$65,107.12	$65,107.12
South Dakota	Miner County	$50,000.00	$50,000.00
South Dakota	Minnehaha County	$50,000.00	$50,000.00
South Dakota	Moody County	$50,000.00	$50,000.00
South Dakota	Oglala Lakota County	$50,000.00	$50,000.00
South Dakota	Pennington County	$1,094,839.04	$1,094,839.04
South Dakota	Perkins County	$228,736.59	$228,736.59
South Dakota	Potter County	$50,000.00	$50,000.00
South Dakota	Roberts County	$50,000.00	$50,000.00
South Dakota	Sanborn County	$50,000.00	$50,000.00
South Dakota	Spink County	$50,000.00	$50,000.00
South Dakota	Stanley County	$74,516.84	$74,516.84
South Dakota	Sully County	$50,000.00	$50,000.00
South Dakota	Tripp County	$50,000.00	$50,000.00
South Dakota	Turner County	$50,000.00	$50,000.00
South Dakota	Union County	$50,000.00	$50,000.00
South Dakota	Walworth County	$50,000.00	$50,000.00
South Dakota	Yankton County	$50,000.00	$50,000.00
South Dakota	Ziebach County	$50,000.00	$50,000.00
Tennessee	Blount County	$155,404.36	$155,404.36
Tennessee	Carter County	$341,750.03	$341,750.03
Tennessee	Cheatham County	$50,000.00	$50,000.00
Tennessee	Claiborne County	$50,000.00	$50,000.00
Tennessee	Clay County	$109,216.61	$109,216.61
Tennessee	Cocke County	$295,065.09	$295,065.09
Tennessee	Decatur County	$50,000.00	$50,000.00
Tennessee	DeKalb County	$112,823.99	$112,823.99

State	Recipient Name	FY22 Allocation	FY23 Allocation
Tennessee	Dickson County	$50,000.00	$50,000.00
Tennessee	Dyer County	$50,000.00	$50,000.00
Tennessee	Fentress County	$101,339.20	$101,339.20
Tennessee	Franklin County	$50,000.00	$50,000.00
Tennessee	Greene County	$134,341.98	$134,341.98
Tennessee	Hamilton County	$50,000.00	$50,000.00
Tennessee	Hardeman County	$50,000.00	$50,000.00
Tennessee	Hardin County	$50,000.00	$50,000.00
Tennessee	Haywood County	$50,000.00	$50,000.00
Tennessee	Henry County	$50,000.00	$50,000.00
Tennessee	Hickman County	$50,000.00	$50,000.00
Tennessee	Humphreys County	$50,000.00	$50,000.00
Tennessee	Jackson County	$72,711.16	$72,711.16
Tennessee	Johnson County	$217,338.13	$217,338.13
Tennessee	Lake County	$50,000.00	$50,000.00
Tennessee	Lauderdale County	$114,504.30	$114,504.30
Tennessee	Lawrence County	$50,000.00	$50,000.00
Tennessee	Lewis County	$50,000.00	$50,000.00
Tennessee	Maury County	$50,000.00	$50,000.00
Tennessee	McMinn County	$50,000.00	$50,000.00
Tennessee	Monroe County	$484,829.50	$484,829.50
Tennessee	Montgomery County	$50,000.00	$50,000.00
Tennessee	Morgan County	$50,000.00	$50,000.00
Tennessee	Obion County	$50,000.00	$50,000.00
Tennessee	Overton County	$50,000.00	$50,000.00
Tennessee	Pickett County	$72,487.34	$72,487.34
Tennessee	Polk County	$479,979.16	$479,979.16
Tennessee	Putnam County	$50,000.00	$50,000.00
Tennessee	Rutherford County	$50,000.00	$50,000.00
Tennessee	Scott County	$218,017.56	$218,017.56
Tennessee	Sevier County	$297,701.29	$297,701.29
Tennessee	Shelby County	$50,000.00	$50,000.00
Tennessee	Smith County	$50,000.00	$50,000.00
Tennessee	Stewart County	$295,629.39	$295,629.39
Tennessee	Sullivan County	$90,346.80	$90,346.80
Tennessee	Sumner County	$50,000.00	$50,000.00
Tennessee	Tipton County	$50,000.00	$50,000.00
Tennessee	Unicoi County	$194,985.73	$194,985.73
Tennessee	Warren County	$50,000.00	$50,000.00
Tennessee	Washington County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Tennessee	Wayne County	$50,000.00	$50,000.00
Tennessee	Weakley County	$50,000.00	$50,000.00
Tennessee	White County	$50,000.00	$50,000.00
Tennessee	Wilson County	$50,000.00	$50,000.00
Texas	Anderson County	$50,000.00	$50,000.00
Texas	Angelina County	$275,727.67	$275,727.67
Texas	Aransas County	$175,609.72	$175,609.72
Texas	Austin County	$50,000.00	$50,000.00
Texas	Bailey County	$50,000.00	$50,000.00
Texas	Bell County	$94,181.19	$94,181.19
Texas	Bexar County	$50,000.00	$50,000.00
Texas	Blanco County	$50,000.00	$50,000.00
Texas	Bosque County	$50,000.00	$50,000.00
Texas	Bowie County	$175,654.61	$175,654.61
Texas	Brazoria County	$85,673.92	$85,673.92
Texas	Brewster County	$1,345,449.34	$1,345,449.34
Texas	Burleson County	$50,000.00	$50,000.00
Texas	Burnet County	$50,000.00	$50,000.00
Texas	Calhoun County	$87,904.87	$87,904.87
Texas	Cameron County	$488,429.80	$488,429.80
Texas	Camp County	$50,000.00	$50,000.00
Texas	Cass County	$110,748.93	$110,748.93
Texas	Chambers County	$50,000.00	$50,000.00
Texas	Cherokee County	$50,000.00	$50,000.00
Texas	Coleman County	$50,000.00	$50,000.00
Texas	Collin County	$50,000.00	$50,000.00
Texas	Colorado County	$50,000.00	$50,000.00
Texas	Comal County	$50,000.00	$50,000.00
Texas	Comanche County	$50,000.00	$50,000.00
Texas	Cooke County	$50,000.00	$50,000.00
Texas	Coryell County	$50,000.00	$50,000.00
Texas	Culberson County	$239,599.50	$239,599.50
Texas	Dallam County	$123,685.30	$123,685.30
Texas	Dallas County	$50,000.00	$50,000.00
Texas	Delta County	$59,651.65	$59,651.65
Texas	Denton County	$63,167.14	$63,167.14
Texas	Dickens County	$50,000.00	$50,000.00
Texas	El Paso County	$50,000.00	$50,000.00
Texas	Ellis County	$50,000.00	$50,000.00
Texas	Fannin County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Texas	Foard County	$50,000.00	$50,000.00
Texas	Fort Bend County	$50,000.00	$50,000.00
Texas	Galveston County	$50,000.00	$50,000.00
Texas	Gillespie County	$50,000.00	$50,000.00
Texas	Gray County	$50,000.00	$50,000.00
Texas	Grayson County	$136,536.95	$136,536.95
Texas	Hale County	$50,000.00	$50,000.00
Texas	Hardeman County	$50,000.00	$50,000.00
Texas	Hardin County	$90,741.67	$90,741.67
Texas	Harris County	$59,467.84	$59,467.84
Texas	Harrison County	$50,000.00	$50,000.00
Texas	Hays County	$50,000.00	$50,000.00
Texas	Hemphill County	$50,000.00	$50,000.00
Texas	Hidalgo County	$99,794.61	$99,794.61
Texas	Hill County	$128,337.41	$128,337.41
Texas	Hopkins County	$50,000.00	$50,000.00
Texas	Houston County	$374,658.49	$374,658.49
Texas	Hudspeth County	$108,685.05	$108,685.05
Texas	Hutchinson County	$50,000.00	$50,000.00
Texas	Jasper County	$224,368.25	$224,368.25
Texas	Jeff Davis County	$50,000.00	$50,000.00
Texas	Jefferson County	$231,232.23	$231,232.23
Texas	Johnson County	$50,000.00	$50,000.00
Texas	Kenedy County	$102,000.00	$102,000.00
Texas	King County	$50,000.00	$50,000.00
Texas	Kleberg County	$93,413.83	$93,413.83
Texas	Knox County	$50,000.00	$50,000.00
Texas	Lamar County	$62,399.46	$62,399.46
Texas	Lee County	$50,000.00	$50,000.00
Texas	Liberty County	$109,556.87	$109,556.87
Texas	Live Oak County	$50,000.00	$50,000.00
Texas	Marion County	$92,974.20	$92,974.20
Texas	Matagorda County	$103,907.97	$103,907.97
Texas	McLennan County	$50,000.00	$50,000.00
Texas	McMullen County	$50,000.00	$50,000.00
Texas	Montague County	$50,000.00	$50,000.00
Texas	Montgomery County	$50,000.00	$50,000.00
Texas	Moore County	$50,000.00	$50,000.00
Texas	Morris County	$61,740.34	$61,740.34
Texas	Nacogdoches County	$86,161.50	$86,161.50

State	Recipient Name	FY22 Allocation	FY23 Allocation
Texas	Navarro County	$50,000.00	$50,000.00
Texas	Newton County	$50,000.00	$50,000.00
Texas	Nueces County	$50,000.00	$50,000.00
Texas	Orange County	$50,000.00	$50,000.00
Texas	Polk County	$60,966.58	$60,966.58
Texas	Potter County	$114,918.24	$114,918.24
Texas	Randall County	$50,000.00	$50,000.00
Texas	Refugio County	$50,000.00	$50,000.00
Texas	Sabine County	$406,843.56	$406,843.56
Texas	San Augustine County	$397,951.00	$397,951.00
Texas	San Jacinto County	$194,940.87	$194,940.87
Texas	San Patricio County	$50,000.00	$50,000.00
Texas	Shelby County	$191,510.15	$191,510.15
Texas	Starr County	$54,194.37	$54,194.37
Texas	Tarrant County	$50,000.00	$50,000.00
Texas	Titus County	$50,000.00	$50,000.00
Texas	Tom Green County	$64,218.26	$64,218.26
Texas	Travis County	$50,000.00	$50,000.00
Texas	Trinity County	$269,354.61	$269,354.61
Texas	Tyler County	$96,411.32	$96,411.32
Texas	Upshur County	$50,000.00	$50,000.00
Texas	Uvalde County	$50,000.00	$50,000.00
Texas	Val Verde County	$221,934.29	$221,934.29
Texas	Walker County	$176,220.54	$176,220.54
Texas	Washington County	$50,000.00	$50,000.00
Texas	Willacy County	$147,417.16	$147,417.16
Texas	Williamson County	$50,000.00	$50,000.00
Texas	Wise County	$50,000.00	$50,000.00
U.S. Virgin Islands	U.S. Virgin Islands	$58,167.65	$58,167.65
Utah	Beaver County	$1,027,019.80	$1,027,019.80
Utah	Box Elder County	$987,083.89	$987,083.89
Utah	Cache County	$226,288.24	$226,288.24
Utah	Carbon County	$1,045,515.52	$1,045,515.52
Utah	Daggett County	$292,800.00	$292,800.00
Utah	Davis County	$50,000.00	$50,000.00
Utah	Duchesne County	$1,434,241.43	$1,434,241.43
Utah	Emery County	$2,990,100.00	$2,990,100.00
Utah	Garfield County	$1,538,700.00	$1,538,700.00
Utah	Grand County	$2,898,900.00	$2,898,900.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Utah	Iron County	$2,980,703.36	$2,980,703.36
Utah	Juab County	$2,442,515.83	$2,442,515.83
Utah	Kane County	$2,397,600.00	$2,397,600.00
Utah	Millard County	$3,949,200.00	$3,949,200.00
Utah	Morgan County	$50,000.00	$50,000.00
Utah	Piute County	$446,100.00	$446,100.00
Utah	Rich County	$177,027.86	$177,027.86
Utah	Salt Lake County	$80,177.71	$80,177.71
Utah	San Juan County	$4,346,700.00	$4,346,700.00
Utah	Sanpete County	$1,282,926.45	$1,282,926.45
Utah	Sevier County	$1,547,599.38	$1,547,599.38
Utah	Summit County	$425,388.04	$425,388.04
Utah	Tooele County	$1,646,248.83	$1,646,248.83
Utah	Uintah County	$2,931,479.21	$2,931,479.21
Utah	Utah County	$548,911.07	$548,911.07
Utah	Wasatch County	$369,453.24	$369,453.24
Utah	Washington County	$1,832,319.52	$1,832,319.52
Utah	Wayne County	$767,400.00	$767,400.00
Utah	Weber County	$54,153.88	$54,153.88
Virginia	Accomack County	$76,680.22	$76,680.22
Virginia	Albemarle County	$50,000.00	$50,000.00
Virginia	Alleghany County	$340,325.62	$340,325.62
Virginia	Amherst County	$76,596.70	$76,596.70
Virginia	Appomattox County	$50,000.00	$50,000.00
Virginia	Arlington County	$50,000.00	$50,000.00
Virginia	Augusta County	$162,811.76	$162,811.76
Virginia	Bath County	$278,554.11	$278,554.11
Virginia	Bedford County	$50,000.00	$50,000.00
Virginia	Bland County	$184,288.19	$184,288.19
Virginia	Botetourt County	$72,273.92	$72,273.92
Virginia	Buchanan County	$50,000.00	$50,000.00
Virginia	Caroline County	$50,000.00	$50,000.00
Virginia	Carroll County	$50,000.00	$50,000.00
Virginia	Charles City County	$50,000.00	$50,000.00
Virginia	Charlotte County	$50,000.00	$50,000.00
Virginia	Chesterfield County	$50,000.00	$50,000.00
Virginia	Clarke County	$50,000.00	$50,000.00
Virginia	Craig County	$188,544.63	$188,544.63
Virginia	Dickenson County	$68,426.74	$68,426.74
Virginia	Dinwiddie County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Virginia	Essex County	$50,000.00	$50,000.00
Virginia	Fairfax County	$50,000.00	$50,000.00
Virginia	Fauquier County	$50,000.00	$50,000.00
Virginia	Floyd County	$50,000.00	$50,000.00
Virginia	Franklin County	$50,000.00	$50,000.00
Virginia	Frederick County	$50,000.00	$50,000.00
Virginia	Giles County	$107,983.24	$107,983.24
Virginia	Gloucester County	$50,000.00	$50,000.00
Virginia	Grayson County	$111,410.77	$111,410.77
Virginia	Greene County	$50,000.00	$50,000.00
Virginia	Halifax County	$53,315.39	$53,315.39
Virginia	Hanover County	$50,000.00	$50,000.00
Virginia	Henrico County	$50,000.00	$50,000.00
Virginia	Henry County	$50,000.00	$50,000.00
Virginia	Highland County	$88,676.20	$88,676.20
Virginia	James City County	$50,000.00	$50,000.00
Virginia	King George County	$50,000.00	$50,000.00
Virginia	Lee County	$75,181.09	$75,181.09
Virginia	Loudoun County	$50,000.00	$50,000.00
Virginia	Madison County	$50,000.00	$50,000.00
Virginia	Mecklenburg County	$190,490.20	$190,490.20
Virginia	Montgomery County	$50,000.00	$50,000.00
Virginia	Nelson County	$50,000.00	$50,000.00
Virginia	Northampton County	$50,000.00	$50,000.00
Virginia	Orange County	$50,000.00	$50,000.00
Virginia	Page County	$158,751.96	$158,751.96
Virginia	Patrick County	$50,000.00	$50,000.00
Virginia	Prince George County	$50,000.00	$50,000.00
Virginia	Prince William County	$50,000.00	$50,000.00
Virginia	Pulaski County	$50,000.00	$50,000.00
Virginia	Rappahannock County	$50,000.00	$50,000.00
Virginia	Richmond County	$50,000.00	$50,000.00
Virginia	Roanoke County	$50,000.00	$50,000.00
Virginia	Rockbridge County	$105,972.12	$105,972.12
Virginia	Rockingham County	$141,091.54	$141,091.54
Virginia	Scott County	$109,006.38	$109,006.38
Virginia	Shenandoah County	$119,468.03	$119,468.03
Virginia	Smyth County	$242,900.74	$242,900.74
Virginia	Spotsylvania County	$50,000.00	$50,000.00
Virginia	Stafford County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Virginia	Surry County	$50,000.00	$50,000.00
Virginia	Tazewell County	$50,000.00	$50,000.00
Virginia	Warren County	$50,000.00	$50,000.00
Virginia	Washington County	$54,036.38	$54,036.38
Virginia	Westmoreland County	$50,000.00	$50,000.00
Virginia	Wise County	$126,210.39	$126,210.39
Virginia	Wythe County	$140,076.38	$140,076.38
Virginia	York County	$50,000.00	$50,000.00
Washington	Adams County	$92,193.89	$92,193.89
Washington	Asotin County	$171,672.78	$171,672.78
Washington	Benton County	$105,151.74	$105,151.74
Washington	Chelan County	$3,567,874.70	$3,567,874.70
Washington	Clallam County	$1,255,382.62	$1,255,382.62
Washington	Clark County	$50,000.00	$50,000.00
Washington	Columbia County	$393,306.04	$393,306.04
Washington	Cowlitz County	$101,230.55	$101,230.55
Washington	Douglas County	$141,970.80	$141,970.80
Washington	Ferry County	$2,181,900.00	$2,181,900.00
Washington	Franklin County	$153,893.31	$153,893.31
Washington	Garfield County	$243,777.61	$243,777.61
Washington	Grant County	$923,224.67	$923,224.67
Washington	Grays Harbor County	$470,064.70	$470,064.70
Washington	Island County	$50,000.00	$50,000.00
Washington	Jefferson County	$1,692,385.26	$1,692,385.26
Washington	King County	$286,534.63	$286,534.63
Washington	Kittitas County	$1,223,789.54	$1,223,789.54
Washington	Klickitat County	$172,981.59	$172,981.59
Washington	Lewis County	$1,517,241.04	$1,517,241.04
Washington	Lincoln County	$144,905.94	$144,905.94
Washington	Mason County	$397,884.65	$397,884.65
Washington	Okanogan County	$6,000,000.00	$6,000,000.00
Washington	Pacific County	$50,000.00	$50,000.00
Washington	Pend Oreille County	$2,071,121.58	$2,071,121.58
Washington	Pierce County	$541,889.51	$541,889.51
Washington	San Juan County	$50,000.00	$50,000.00
Washington	Skagit County	$856,496.09	$856,496.09
Washington	Skamania County	$2,021,482.30	$2,021,482.30
Washington	Snohomish County	$505,038.99	$505,038.99
Washington	Spokane County	$53,944.88	$53,944.88
Washington	Stevens County	$984,174.82	$984,174.82

State	Recipient Name	FY22 Allocation	FY23 Allocation
Washington	Thurston County	$50,000.00	$50,000.00
Washington	Wahkiakum County	$50,000.00	$50,000.00
Washington	Walla Walla County	$60,129.90	$60,129.90
Washington	Whatcom County	$1,353,433.85	$1,353,433.85
Washington	Whitman County	$52,115.59	$52,115.59
Washington	Yakima County	$1,716,447.05	$1,716,447.05
West Virginia	Barbour County	$50,000.00	$50,000.00
West Virginia	Braxton County	$104,896.22	$104,896.22
West Virginia	Brooke County	$50,000.00	$50,000.00
West Virginia	Cabell County	$50,000.00	$50,000.00
West Virginia	Fayette County	$146,133.72	$146,133.72
West Virginia	Grant County	$65,926.91	$65,926.91
West Virginia	Greenbrier County	$345,589.21	$345,589.21
West Virginia	Hampshire County	$50,000.00	$50,000.00
West Virginia	Hancock County	$50,000.00	$50,000.00
West Virginia	Hardy County	$123,628.55	$123,628.55
West Virginia	Jackson County	$50,000.00	$50,000.00
West Virginia	Jefferson County	$50,000.00	$50,000.00
West Virginia	Kanawha County	$50,000.00	$50,000.00
West Virginia	Lewis County	$65,324.54	$65,324.54
West Virginia	Logan County	$50,000.00	$50,000.00
West Virginia	Marion County	$50,000.00	$50,000.00
West Virginia	Marshall County	$50,000.00	$50,000.00
West Virginia	Mason County	$50,000.00	$50,000.00
West Virginia	McDowell County	$50,000.00	$50,000.00
West Virginia	Mercer County	$50,000.00	$50,000.00
West Virginia	Mineral County	$50,000.00	$50,000.00
West Virginia	Mingo County	$50,000.00	$50,000.00
West Virginia	Monongalia County	$50,000.00	$50,000.00
West Virginia	Monroe County	$67,764.10	$67,764.10
West Virginia	Morgan County	$50,000.00	$50,000.00
West Virginia	Nicholas County	$148,080.09	$148,080.09
West Virginia	Ohio County	$50,000.00	$50,000.00
West Virginia	Pendleton County	$318,861.18	$318,861.18
West Virginia	Pleasants County	$50,000.00	$50,000.00
West Virginia	Pocahontas County	$1,242,883.96	$1,242,883.96
West Virginia	Preston County	$50,000.00	$50,000.00
West Virginia	Putnam County	$50,000.00	$50,000.00
West Virginia	Raleigh County	$50,000.00	$50,000.00
West Virginia	Randolph County	$649,482.12	$649,482.12

State	Recipient Name	FY22 Allocation	FY23 Allocation
West Virginia	Summers County	$94,880.60	$94,880.60
West Virginia	Taylor County	$50,000.00	$50,000.00
West Virginia	Tucker County	$379,528.59	$379,528.59
West Virginia	Tyler County	$50,000.00	$50,000.00
West Virginia	Wayne County	$115,158.04	$115,158.04
West Virginia	Webster County	$263,063.87	$263,063.87
West Virginia	Wetzel County	$50,000.00	$50,000.00
West Virginia	Wood County	$50,000.00	$50,000.00
West Virginia	Wyoming County	$122,353.62	$122,353.62
Wisconsin	Adams County	$50,000.00	$50,000.00
Wisconsin	Ashland County	$577,027.55	$577,027.55
Wisconsin	Barron County	$50,000.00	$50,000.00
Wisconsin	Bayfield County	$521,464.55	$521,464.55
Wisconsin	Buffalo County	$50,000.00	$50,000.00
Wisconsin	Burnett County	$50,000.00	$50,000.00
Wisconsin	Chippewa County	$50,000.00	$50,000.00
Wisconsin	Clark County	$50,000.00	$50,000.00
Wisconsin	Columbia County	$50,000.00	$50,000.00
Wisconsin	Crawford County	$50,000.00	$50,000.00
Wisconsin	Dane County	$50,000.00	$50,000.00
Wisconsin	Dodge County	$50,000.00	$50,000.00
Wisconsin	Door County	$50,000.00	$50,000.00
Wisconsin	Douglas County	$50,000.00	$50,000.00
Wisconsin	Dunn County	$50,000.00	$50,000.00
Wisconsin	Eau Claire County	$50,000.00	$50,000.00
Wisconsin	Florence County	$131,388.45	$131,388.45
Wisconsin	Forest County	$971,056.23	$971,056.23
Wisconsin	Grant County	$50,000.00	$50,000.00
Wisconsin	Green County	$50,000.00	$50,000.00
Wisconsin	Green Lake County	$50,000.00	$50,000.00
Wisconsin	Iowa County	$50,000.00	$50,000.00
Wisconsin	Iron County	$50,000.00	$50,000.00
Wisconsin	Jackson County	$50,000.00	$50,000.00
Wisconsin	Jefferson County	$50,000.00	$50,000.00
Wisconsin	Juneau County	$105,495.16	$105,495.16
Wisconsin	Kenosha County	$50,000.00	$50,000.00
Wisconsin	Kewaunee County	$50,000.00	$50,000.00
Wisconsin	La Crosse County	$50,000.00	$50,000.00
Wisconsin	Langlade County	$65,983.19	$65,983.19
Wisconsin	Lincoln County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Wisconsin	Manitowoc County	$50,000.00	$50,000.00
Wisconsin	Marathon County	$50,000.00	$50,000.00
Wisconsin	Marinette County	$50,000.00	$50,000.00
Wisconsin	Milwaukee County	$50,000.00	$50,000.00
Wisconsin	Monroe County	$85,408.53	$85,408.53
Wisconsin	Oconto County	$171,010.50	$171,010.50
Wisconsin	Oneida County	$50,000.00	$50,000.00
Wisconsin	Outagamie County	$50,000.00	$50,000.00
Wisconsin	Ozaukee County	$50,000.00	$50,000.00
Wisconsin	Pepin County	$50,000.00	$50,000.00
Wisconsin	Pierce County	$50,000.00	$50,000.00
Wisconsin	Polk County	$50,000.00	$50,000.00
Wisconsin	Portage County	$50,000.00	$50,000.00
Wisconsin	Price County	$199,584.99	$199,584.99
Wisconsin	Racine County	$50,000.00	$50,000.00
Wisconsin	Rock County	$50,000.00	$50,000.00
Wisconsin	Rusk County	$50,000.00	$50,000.00
Wisconsin	Sauk County	$50,000.00	$50,000.00
Wisconsin	Sawyer County	$377,731.92	$377,731.92
Wisconsin	Shawano County	$50,000.00	$50,000.00
Wisconsin	Sheboygan County	$50,000.00	$50,000.00
Wisconsin	St. Croix County	$50,000.00	$50,000.00
Wisconsin	Taylor County	$98,942.81	$98,942.81
Wisconsin	Trempealeau County	$50,000.00	$50,000.00
Wisconsin	Vernon County	$50,000.00	$50,000.00
Wisconsin	Vilas County	$102,936.26	$102,936.26
Wisconsin	Walworth County	$50,000.00	$50,000.00
Wisconsin	Washburn County	$50,000.00	$50,000.00
Wisconsin	Washington County	$50,000.00	$50,000.00
Wisconsin	Waukesha County	$50,000.00	$50,000.00
Wisconsin	Waupaca County	$50,000.00	$50,000.00
Wisconsin	Waushara County	$50,000.00	$50,000.00
Wisconsin	Winnebago County	$50,000.00	$50,000.00
Wisconsin	Wood County	$50,000.00	$50,000.00
Wyoming	Albany County	$1,086,088.46	$1,086,088.46
Wyoming	Big Horn County	$2,470,096.24	$2,470,096.24
Wyoming	Campbell County	$292,612.74	$292,612.74
Wyoming	Carbon County	$4,394,700.00	$4,394,700.00
Wyoming	Converse County	$322,825.86	$322,825.86
Wyoming	Crook County	$266,856.70	$266,856.70

State	Recipient Name	FY22 Allocation	FY23 Allocation
Wyoming	Fremont County	$6,000,000.00	$6,000,000.00
Wyoming	Goshen County	$50,000.00	$50,000.00
Wyoming	Hot Springs County	$910,991.29	$910,991.29
Wyoming	Johnson County	$663,739.79	$663,739.79
Wyoming	Laramie County	$50,000.00	$50,000.00
Wyoming	Lincoln County	$1,561,474.54	$1,561,474.54
Wyoming	Natrona County	$1,186,738.94	$1,186,738.94
Wyoming	Niobrara County	$201,314.74	$201,314.74
Wyoming	Park County	$6,000,000.00	$6,000,000.00
Wyoming	Platte County	$170,193.58	$170,193.58
Wyoming	Sheridan County	$350,729.71	$350,729.71
Wyoming	Sublette County	$1,936,301.31	$1,936,301.31
Wyoming	Sweetwater County	$3,691,202.37	$3,691,202.37
Wyoming	Teton County	$2,114,034.80	$2,114,034.80
Wyoming	Uinta County	$454,277.46	$454,277.46
Wyoming	Washakie County	$1,533,764.55	$1,533,764.55
Wyoming	Weston County	$248,253.86	$248,253.86

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 10.

From: Health and Human Services - Public Housing - Local Preferences
Catherine Lytch, DSS Director

Issue/Action Requested:
Request that the Board of County Commissioners approve the recommended Local Preference policy change to the Housing Choice Voucher (Section 8) Administrative Plan.

Background/Purpose of Request:
Each Public Housing Agency (PHA) is required to have an Administrative Plan by The U.S. Department of Housing and Urban Development (HUD). The purpose of the administrative plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and local goals and objectives contained in the PHA's agency plan.
The administrative plan is set forth to define the PHA's local policies for the operation of the housing program. In accordance with federal laws and regulations. The PHA is responsible for updating and complying with all changes in HUD regulations pertaining to the Housing Choice Voucher (HCV) program.
PHAs are permitted to establish local preferences and to give priority to serving families that meet those criteria. HUD also permits the PHA to establish other local preferences at its discretion {24 CFR 982.207}. Any local preference established must be consistent with the PHA plan and the consolidated plan and must be based on local housing needs and priorities that can be documented.

Currently, the agency's local preference policy does not allow the PHA to help individuals who are homeless or at risk of homelessness. Due to the increasing reports and requests for assistance from individuals and families who are homeless or at risk of homelessness, staff recommends including this criterion in the administrative plan. Updating the local preference policy to include these situations will allow the agency to assist families in their time of need.
The recommended changes have been reviewed and approved by the Health and Human Services Advisory Board at the October 24, 2022, meeting.

Staff recommends approval of the Local Preference policy change.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
The Health and Human Services Advisory Board reviewed the policy changes on October 24, 2020 and recommends that the revised policy be approved by the Board of Commissioners.

County Manager's Recommendation:
Recommend that the Board of County Commissioners approve the recommended Local Preference policy change to the Housing Choice Voucher (Section 8) Administrative Plan.

ATTACHMENTS:

Description

- Local Preference Policy

Administrative Plan
Local Preference Policy Change

Current Administrative Plan Local Preference Policy

4-III.C. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use [24 CFR 982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

PHA Policy

The PHA will use the following local preferences:

1. Terminated from its HCV program due to insufficient program funding

2. Involuntary Displacement. Families/Individuals are considered involuntarily displaced if they are required to vacate housing as a result of:
    a. A disaster (flood, fire, hurricane, etc.) that has caused the unit to be uninhabitable. Verification required, such as fire report, Red Cross verification, FEMA verification, or notice from code enforcement.
    b. Federal, state, or local government action related to code enforcement, public improvement, or development.
    c. Families will not be considered for the preference group if they caused damage to the home.

    In order to verify that an applicant is involuntarily displaced the BCPHA will require the following within 14 days from the date the request is received by the family:

    - Copy of Fire or flood report
    - Verification letter from Code Enforcement or other governing entity

3. Victims of Domestic Violence
    The term domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with the victim as a spouse or has cohabitated with the victim as a spouse.

    To verify that the applicant is a victim of domestic violence the BCPHA must receive the following verifications within 14 days from the date that the request is received by the family:

- Police reports or court records documenting the domestic violence act(s).
- Verification of a current order of protection.
- Statement from a professional with expertise in working with victims of domestic violence who is/was working with the applicant.

4. Child Welfare families when housing is the only barrier to prevent foster care placement or when housing is the only barrier to family reunification. The following verification is required within 14 days from the date the request is received by the family:

    - The applicant must present a written statement from a Brunswick County CPS Social Worker and Social Work Program Administrator or Director verifying the household composition and attaining that housing is the only barrier to prevent foster care placement or family reunification.

5. Homeless Veterans
   Any veteran discharged except for dishonorable. The following verification is required within 14 days from the date the request is received by the family:

    - Verifiable DD214

6. Qualified applicants who no longer qualify for a targeted housing funding program, but still qualify for HVC assistance and without the assistance would be at risk of becoming homeless.

   The PHA will first assist families that have been terminated from the HCV program due to insufficient funding and then assist families that qualify for the VAWA preference.

PHA Staff request to add the below criteria to the current Administrative Plan Local Preference Policy:

7. Qualified applicants who are homeless or at risk of homelessness as defined below:

At Risk of Homelessness is defined as:

(1) An individual or family who:

(i) Has an annual income below 30 percent of the median family income for the area, as determined by HUD;

(ii) Does not have sufficient resources or support networks, *e.g.,* family, friends, faith-based or other social networks, immediately available to prevent them from moving to an

emergency shelter or another place described in paragraph (1) of the "Homeless" definition in this section; and

(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan

<u>Homelessness is defined as:</u>

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters,

transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, *e.g.,* family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(3) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, *e.g.,* family, friends, and faith-based or other social networks, to obtain other permanent housing.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 11.
Health and Human Services - Public Housing - Stability Voucher Program

From:
Catherine Lytch, DSS Director

Issue/Action Requested:
Request the Board of Commissioners approve a request to apply for Stability Voucher Program funding if invited by the Department of Housing and Urban Development.

Background/Purpose of Request:
The Department of Housing and Urban Development (HUD) recognizes the importance of collaboration in making homelessness rare, brief, and non-recurring. The Office of Public and Indian Housing (PIH) and the Office of Community Planning and Development (CPD) have teamed up to develop cross-cutting, cross-programmatic resources available to encourage and support local public housing authorities (PHAs) and Continuums of Care (CoCs) in developing effective partnerships at the community level.

The Stability Voucher Program is a funding opportunity that has been designed to assist communities in their continued efforts to address homelessness. Stability Vouchers will aid Public Housing Agencies (PHA) in collaborating with partners to develop a community-wide commitment to the goal of ending homelessness. The Stability Voucher program will support approximately 4,000 households in securing safe, stable housing. SVs are to assist individuals and families who are:

- Homeless,
- At-risk of homelessness,
- fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, and human trafficking, and
- Veterans and families that include a veteran family member that meets one of the proceeding criteria.

Stability Voucher funding is available to PHAs who demonstrate a strategy to coordinate assistance with services available in the community. CoC collaboration is a critical tool in identifying resources and developing solutions to challenges that eligible families experience.

Under the 2021 Act, Stability Voucher funding must be awarded to PHAs that partner with eligible Continuums of Care (CoCs) or other entities serving the targeted population. Consistent with the requirements of the 2021 Act, HUD will award tenant-based SVs to PHAs who self-identify to HUD their interest in receiving an allocation and demonstrate a strategy to coordinate assistance with services available in the community.

Staff recommends approval to participate in the Stability Voucher program if invited by the Department of Housing and Urban Development, HUD. The program is federally funded and would provide an additional resource to assist individuals and families who meet the criteria.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Health and Human Services Advisory Board recommend that the Board of Commissioners approved staff's request to participate in the Stability Voucher Program if invited by HUD.

County Manager's Recommendation:
Recommend that the Board of Commissioners approve a request to apply for Stability Voucher Program funding if invited by the Department of Housing and Urban Development.

ATTACHMENTS:

	Description
🗋	Stability Voucher Notice

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

Special Attention of:
Directors of HUD Regional and Field Offices of Public Housing;
Agencies that Administer the Housing Choice Voucher Program

Notice PIH 2022-24 (HA)

Issued: August 16, 2022

Expires: This notice remains in effect until amended, superseded, or rescinded.

Subject: Stability Voucher Program

1. Purpose. This notice explains HUD's non-competitive allocation strategy and program requirements for the new Stability Voucher program. HUD is awarding up to $43,439,000 to support approximately 4,000 new incremental vouchers. This funding opportunity is designed to encourage a community-wide commitment to the goal of ending homelessness. Stability Vouchers (SVs) may assist households who are homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)), at-risk of homelessness, those fleeing or attempting to flee domestic violence dating violence, sexual assault, stalking, or human trafficking, and veterans and families that include a veteran family member that meet one of the proceeding criteria. HUD is clarifying that persons who are fleeing or attempting to flee human trafficking are an eligible category for SVs. (See definition of "homeless" in Section 9.)

HUD recently announced the Continuum of Care (CoC) Program Supplemental Notice of Funding Opportunity (NOFO) to Address Unsheltered and Rural Homelessness (FR-6500-N-25S), which promotes a community-wide commitment to the goal of ending homelessness by targeting efforts to reduce unsheltered homelessness, particularly in communities with very high levels of unsheltered homelessness and homelessness in rural areas.

HUD expects applicant communities to partner with health and housing agencies to leverage mainstream housing and healthcare. These two funding opportunities present a first-of-its-kind package of resources to help communities implement coordinated approach to ending homelessness, including unsheltered homelessness and homelessness in rural areas.

2. Background. The Consolidated Appropriations Act, 2021 (Public Law 116-260) (2021 Act), makes available $43,439,000 for new incremental voucher assistance under Section 8(o) of the United States Housing Act of 1937 for use by individuals and families experiencing or at-risk of homelessness; those fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, and veterans and families that include a veteran family member that meet one of the proceeding criteria.

The Consolidated Appropriations Act, 2022 (Public Law 117-103 (2022 Act) further provides that HUD may waive certain statutory and regulatory provisions to administer the SVs (except for requirements related to tenant rights and protections, rent setting, fair housing,

nondiscrimination, labor standards and the environment) upon a finding that any such waivers or alternative requirements are necessary to facilitate the use of funds made available for SVs.

Additional funds may become available for award under this notice, because of a public housing agency (PHA) determination to not accept an award (all or partial), or because of HUD's efforts to recapture funds, use carryover funds, or because of the availability of additional appropriated funds. Use of these funds is subject to statutory constraints.

3. Summary of Allocation Formula. Under the 2021 Act, SV funding must be awarded to PHAs that partner with eligible Continuums of Care (CoCs) or other entities serving the targeted population. Consistent with the requirements of the 2021 Act, HUD will award tenant-based SVs to PHAs who self-identify to HUD their interest in receiving an allocation and demonstrate a strategy to coordinate assistance with services available in the community.

SV awards will follow a two-step process:

a. Eligible PHAs will respond to this notice with an email. See Section 5 of this notice for detailed instructions.

b. Based on a relative need formula, that uses estimates of households experiencing or at risk of homeless by geography, registered PHAs will receive an invitation to apply for a specific number of SVs.

4. Determination of Awards. HUD is asking PHAs to demonstrate a strategy to pair SVs with services available in the community.

HUD recently announced a NOFO, FR-6500-N-25S. This funding opportunity is designed to promote a community-wide commitment to the goal of ending homelessness.

HUD is encouraging PHAs to partner with CoCs to support efforts to address unsheltered homelessness, including committing available vouchers and public housing units to these efforts. HUD seeks to prioritize PHAs to receive SVs who are partnering with CoCs on this effort. SVs must serve eligible populations as described in Section 8 of this Notice.

HUD will prioritize PHAs based on the criteria specified in the section below. Relative to applications received, HUD's first priority for award will be provided to PHAs in communities selected under HUD's FR-6300-N-25S who demonstrate a commitment to partner with the CoC(s) serving the PHA's geographic area to pair SVs with services available in the community. Given the limited funds available under this notice, HUD expects to first award funding to communities in Prioritization Category 1. After funding Prioritization Category 1, HUD will consider PHAs outlined in Category 2 below. Any remaining funds will be provided to PHAs in Category 3 below. In allocating funding to PHAs within each Category, HUD expects to use the estimated homeless need and at-risk of homelessness need of the PHA's county, similar to the approach taken for the Emergency Housing Voucher program.

Applicants seeking prioritization under Categories 1 and 2 must submit a completed Letter(s) of Commitment described in Section 5 of this notice.

Prioritization Category	Prioritization Criteria
1	Partnering CoC selected under FR-6300-N-25S, **and** PHA submits a Letter of Commitment from Partnering CoC in the geographic area with their application for an SV allocation. NOTE: The Partnering CoC MUST have an existing referral partnership with a Victim Service Provider (VSP) and Veteran Service Organization (VSO) in the geographic area.
2	Partnering CoC *not* selected under FR-6300-N-25S, **and** PHA submits Letters of Commitment from partnering CoCs, VSPs, or VSOs in the geographic area with their application for an SV allocation.

This notice is designed to direct SVs to PHA's partnering with Continuum's of Care and Victim Service providers to implement coordinated approaches to reduce the prevalence of homelessness, improve service engagement and promote housing stability while ensuring geographical need of assistance.

HUD will utilize the following data and indicators during the selection process to ensure the statutorily mandated factors of ensuring geographical need of such assistance and public housing agency administrative performance are taken into consideration in the selection of participating communities:

a. *Homeless and at-risk of homelessness need.*
HUD will focus on "homeless need" and "at-risk of homelessness." These measures will also serve as a proxy for relative need regarding the eligibility categories that includes those fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking and human trafficking.

HUD is defining geographical need as the total count of persons experiencing homelessness (whether sheltered or unsheltered) in the PHA geographic area. HUD will use January 2020 CoC Point-in-Time (PIT) homeless data for this measure.

For at-risk of homelessness need, HUD will utilize data from the American Community Survey on rental households with incomes less than 30 percent of Area Median Income (AMI).[1] HUD will use data sets on households living in overcrowded units (1.01 or more persons per room) and/or without compete kitchen or; and for those households that in addition to meeting the income and housing condition criteria are also severely rent burdened (paying more than half their income for rent).

[1] The McKinney-Vento definition of 'at-risk' of homelessness for households specifies that they have incomes of less than 30 percent of Area Median Income in addition to one or more other characteristics that put them at risk of homelessness.

To construct need measured for PHAs, HUD will convert data to the county level. ACS at-risk of homelessness data are only available at the county level. However, the PIT homeless data are available at the Continuums of Care geographies that can vary from a place within a county to being multiple counties. HUD will evaluate the PIT homelessness data to the county level using a county-to-CoC crosswalk based on the renter share in each county with income less than 30 percent of AMI.

b. *PHA administrative capacity*
PHAs, as required by the Act, must demonstrate the capacity to successfully administer the SV program. Therefore, PHAs must not have any major unresolved program management findings from an Inspector General audit, HUD management review, or Independent Public Accountant (IPA) audit for the PHA's HCV program, or other significant program compliance issues that were not resolved, or in the process of being resolved, as determined by HUD, prior to this notice's application deadline. Additionally, applicants must resolve all outstanding civil rights matters to HUD's satisfaction prior to this notice's Registration of Interest deadline, provided that all applicable legal processes have been satisfied.

If a PHA is unsure whether these criteria are met, they should contact the PHA's HUD Office of Public and Indian Housing (PIH) Field Office point of contact.

5. Registration of Interest. Funding availability under this notice is available to PHAs who demonstrate a strategy to coordinate assistance with services available in the community. CoC collaboration is a critical tool in identifying resources and developing solutions to challenges that eligible families experience. PHAs are encouraged to consult with their partnering CoC(s) serving the PHA's geographic area to discuss their intention of submitting an application under this notice.

PHAs interested in an allocation of SVs will respond via email. The email requirements are as follows:

- Interested PHAs must send an email response to **StabilityVouchers@hud.gov**.
- The Subject Line of the email must be "Stability Voucher Registration of Interest" followed by the PHA code (i.e., SA002).
- The body of the email must identify the name(s) of the partnering CoC serving the PHA's geographic area and the CoC number. For example: Metropolitan Denver CoC, CO-503. PHAs partnering with more than one CoC.
- Letter of Commitment from the partnering CoC(s) indicating a commitment to collaborate with the PHA to i.) refer eligible families to the PHA through Coordinated Entry for SVs; ii.) pair CoC-funded supportive services with SVs; and (iii.) collaborate with other stakeholders to develop a prioritization plan for SVs.

See Section 10.b. for additional information on how to ensure that victim service organizations are included in these partnerships.

All Registrations of Interest must be transmitted no later than 11:59:59 p.m. Eastern Standard Time on October 20, 2022.

After a successful email transmission to **StabilityVouchers@hud.gov**, the sender will receive an "auto-reply" message, confirming receipt of an email. *If you do not receive an "auto-reply" confirming receipt, your email was not received, and the agency will not be considered for an award.* Faxes and hard copy submissions will not be accepted. Note: receipt of an "auto-reply" message does not validate whether or not the response is complete. Please review the notice in its entirety to ensure all requirements are met.

HUD may extend the Registration of Interest deadline upon receipt of a PHA initiated request if there is a presidentially-declared disaster in the applicant PHA's area. If these events occur, HUD will post a notice on its website establishing the new, extended deadline for the affected applicant.

In determining whether to grant a request for an extension based on a presidentially-declared disaster, HUD will consider the totality of the circumstances including the date of an applicant's extension request (how closely it followed the basis for the extension), whether other applicants in the geographic areas are similarly affected by the disaster, and how quickly power or services are restored to enable the applicant to submit its Registration of Interest.

6. Invitation of PHAs.

Selected PHAs will receive an invitation via email to apply for a specific number of SVs. This number is the maximum number of vouchers being offered to the PHA. PHAs may choose to apply for fewer vouchers. Additional instructions, including the deadline for response, will be included in the invitation letter.

7. PHA Eligibility. To be eligible to receive an SV funding allocation, a PHA must currently administer the HCV program through an existing Consolidated Annual Contributions Contract (CACC) with HUD. Non-profit agencies that only administer HCV Mainstream vouchers are not eligible to receive an SV allocation.

8. Household Eligibility. In order to be eligible for an SV, a household must meet one of four eligibility criteria:

a. Individuals and families who are currently experiencing homelessness;
b. Individuals and families at risk of homelessness;
c. Individuals and families fleeing or attempting to flee domestic violence, dating violence, stalking, sexual assault; and
d. Veterans and families that include a veteran family that meet one of the preceding criteria (1-3).

In general, the verification that the family meets one of these four eligibility categories is conducted by the CoC, or another partnering agency that makes direct referrals to the PHA. The CoC, or other direct referral partner must provide supporting documentation to the PHA of the referring agency's verification that the family meets one of the four eligible categories for SV assistance.

9. Definitions. The following definitions always apply with respect to SV eligibility, regardless of whether the PHA may have established another definition for any of these terms in its PHA administrative plan.

At Risk of Homelessness means the population defined by 24 CFR 578.3.

Continuum of Care (CoC) has the meaning provided in 24 CFR 578.3.

Centralized or Coordinated Entry (CE) Assessment System has the meaning provided in 24 CFR 578.3. 24 CFR 578.7(a)(8) details the responsibilities of the CoC to establish and operate this required system. In addition to the definition and responsibilities established in the Rule, HUD posted on its website, CPD-17-01: *Notice Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System*, establishing additional requirements related to the development and use of a centralized or coordinated entry assessment system. These systems help communities in assessing the needs, vulnerability level, and program eligibility of people experiencing or imminently at risk of experiencing homelessness and linking them to available housing programs in the community using standardized access, assessment, prioritization, and referral processes. CE represents one of the opportunities for PHAs to collaborate with their local CoC.

Dating violence means violence committed by a person:

a. Who is or has been in a social relationship of a romantic or intimate nature with the survivor; and
b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    1) the length of the relationship;
    2) the type of relationship; and
    3) the frequency of interaction between the persons involved in the relationship.

Domestic violence means the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a survivor, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who:

a. is a current or former spouse or intimate partner of the survivor, or other person similarly situated to a spouse of the survivor;
b. is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
c. shares a child in common with the survivor;
d. is an adult family member of, or paid or nonpaid caregiver in an ongoing relationship of trust with, a survivor aged 50 or older or an adult survivor with disabilities; or
e. commits acts against a youth or adult survivor who is protected from those acts under the family or domestic violence laws of the jurisdiction.

Economic Abuse is the term 'economic abuse', in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to—

a. restrict a person's access to money, assets, credit, or financial information;
b. unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or
c. exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

Fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking means any individual or family who is –

a. experiencing trauma or a lack of safety related to, or fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous, traumatic, or life-threatening conditions related to the violence against the individual or a family member in the individual's or family's current housing situation, including where the health and safety of children are jeopardized;
b. has no other safe residence; and
c. lacks the resources to obtain other safe permanent housing.

Homeless means the population defined by 24 CFR 578.3.

HUD is clarifying that persons who are fleeing or attempting to flee human trafficking qualify as homeless under paragraph (4) of the homeless definition at 24 CFR 578.3. HUD considers human trafficking, including labor and sex trafficking, to be "other dangerous or life-threatening conditions that relate to violence against the individual or family member" under paragraph (4) of the definition of homeless at 24 CFR 578.3. HUD will consider an individual or family as homeless under paragraph 4 of the homeless definition under the following circumstances where an individual or family: (1) is experiencing trauma or a lack of safety related to, or fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous, traumatic, or life-threatening conditions related to the violence against the individual or a family member in the individual's or family's current housing situation, including where the health and safety of children are jeopardized; (2) has no other safe residence; and (3) lacks the resources to obtain other safe permanent housing.

Sexual assault means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the survivor lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

1) Fear for the person's individual safety or the safety of others; or
2) Suffer substantial emotional distress.

Technological Abuse means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging

programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

Veteran means a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable. (38 U.S.C. § 101(2); 38 C.F.R. § 3.1(d).

Victim Service provider means a private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking. This term includes rape crisis centers, sexual assault services programs, battered women's domestic violence shelters, domestic violence transitional housing programs, culturally specific domestic violence or sexual assault providers, and other programs. [2]

10. Waivers and Alternative Requirements. The Consolidated Appropriations Act, 2022 provided HUD with authority to waive certain statutory and regulatory requirements and establish alternative requirements for funding made available through the Transportation, Housing and Urban Development and Related Agencies Appropriations Act, 2021. Per the Consolidated Appropriations Act, 2022, the Secretary may waive or specify alternative requirements for certain provisions other than those related to tenant rights and protections, rent setting, fair housing, nondiscrimination, labor standards, and the environment. A summary of the available waivers and alternative requirements is included as Attachment II to this notice

SVs are tenant-based vouchers under Section 8(o) of the United States Housing Act of 1937. Unless expressly waived below, all statutory and regulatory requirements and HUD directives regarding the HCV program are applicable to SVs, including the use of all HUD required contracts and other forms. The administrative policies adopted in the PHA's written administrative plan apply to SVs vouchers unless such local policy conflicts with the requirements of this notice, or the waivers and alternative requirements outlined below.

A PHA may request additional good cause regulatory waivers as established in PIH Notice 2018-16 in connection with the use of the SVs, which HUD will consider and assess upon the request of the PHA.

Required partnerships with the CoC and/or VSP and other organizations in the PHA's geographic area for direct referrals and services

SVs are a resource that communities can use to house individuals and families who are experiencing homelessness, at risk of homelessness, are fleeing or attempting to flee domestic violence, dating violence, sexual, stalking, or human trafficking, or have unstable housing, as part of a community-wide plan to address homelessness. Like the Emergency Housing Voucher (EHV) program, SVs have specific eligibility criteria focused on particularly vulnerable families. To ensure priority of families for SVs that are most in need, PHAs are required to work with

[2] The term "culturally specific" means primarily toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u-6(g)). 34 U.S.C. 12291(a)(8).

community partners to determine the best use and targeting for the vouchers along with other resources available in the community, in the same manner required for EHV. HUD's CoC program is authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389). The program is designed to promote communitywide commitment to the goal of ending homelessness, provide funding for efforts by nonprofit providers, States, and local governments to quickly rehouse homeless individuals (including unaccompanied youth) and families, and persons fleeing or attempting to flee domestic violence, dating violence, sexual, stalking, or human trafficking, while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effective utilization of mainstream programs by homeless individuals and families and optimize self-sufficiency among individuals and families experiencing homelessness.

HUD is establishing an alternative requirement under which the PHA must enter into a Memorandum of Understanding (MOU) with the CoC to establish a partnership with the CoC to pair SVs with CoC-funded supportive services; and to collaborate with the CoC and other stakeholders to develop a prioritization plan for these vouchers. The primary responsibility of the CoC or the under the MOU is to make direct referrals of qualifying individuals and families to the PHA and to identify any CoC-funded available supportive services that may be paired with SVs.

In the MOU, CoCs are encouraged to outline any existing partnerships with health and behavioral health care providers and agencies, state Medicaid agencies and agencies and organizations that may be leveraged to provide ongoing tenancy and wrap-around supportive services for those that may benefit from such services to maintain housing stability. All services provided by the CoC must be outlined in the MOU and should demonstrate the community's strategy to coordinate assistance through available resources. HUD recommends that PHAs and partnering CoCs seek a diverse range of supportive services by partnering with organizations trusted by people experiencing homelessness.

PHAs that agree to accept an allocation must enter into an MOU with a partnering CoC within 90 days of the effective date of the ACC funding increment for the SVs. The PHA must provide the MOU to HUD if requested to do so.

The MOU is a complete statement of the responsibilities of the parties and evidence of a commitment of resources to the SV program. The MOU may be subsequently amended to add or change the services that the CoC may provide but must always retain the direct referral responsibility of the CoC. For ease of administration, PHAs with an EHV allocation may add an SV addendum to their established EHV MOU.

The MOU must include at a minimum:

1. The PHA's, CoC's, and VSP's commitment to administering the SVs in partnership.
2. The goals and standards of success in administering the SVs.
3. The staff position for each organization that will serve as the lead SV liaison.
4. A listing of CoC-funded supportive services that will be paired with SVs.
5. All alternative waivers adopted by the PHA for the administration of SVs.
6. Any permissive prohibition policies agreed upon by the PHA and CoC.

7. The roles and responsibilities of the PHA and CoC, including but not limited to the CoC making direct referrals of eligible families to the PHA through the CE process (CoC's may be required to update CE policies as required under 24 CFR 578.7(a)(c).).
8. A statement that all parties agree to cooperate with any program evaluation efforts undertaken by HUD, or a HUD-approved contractor, including compliance with HUD evaluation protocols and data sharing requests.

The EHV website includes many resources containing guidance on best practices for working in collaboration with CoC.

Admissions process – Direct referrals from the CoC and other partnering organizations
PHAs must accept referrals for SVs directly from the CE process this will help ensure families are able to get assistance quickly and eliminate the administrative burden on PHAs regarding the determination as to whether the family meets the definition of a qualifying individual or family for SV assistance. CoCs and their partners may also support applicants through the application process and attend meetings with applicants and PHAs to aid individuals and families through the admissions process. Direct referrals for SVs are not added to the PHA's regular HCV waiting list.

In general, families are issued SVs as the result of either: (1) the direct referral process from the CoC CE process or other partnering organizations, or (2) a situation where the PHA makes an SV available in order to facilitate an emergency transfer for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking. PHAs are strongly encouraged to utilize SVs as a resource to effectuate emergency transfers for a survivor of domestic violence, dating violence, sexual assault, stalking, or human trafficking.

The PHA must also take direct referrals from outside the CoC CE process if:
(1) the CE process does not have a sufficient number of eligible families to refer to fully lease the PHA's allocation of SVs, or (2) the CE process does not identify a sufficient number of families that may be eligible for SV assistance because they are fleeing, attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

In those instances, the PHA must enter into a partnership to receive direct referrals from another entity (for example, a Victim Services provider that elects to not use the CE under 24 CFR 578.23(c)(9) or another homeless services provider (if there are not enough direct referrals coming through the CE process), assuming there are such additional organizations that can certify that an individual or family is homeless or at risk of homelessness, formerly homeless, is an individual or family is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking. The PHA must enter an MOU with partnering referral agency as described above in Section 10.a. Alternatively, the partnering referral agency may be added to the MOU between the PHA and CoC.

The referring agency must provide documentation to the PHA of the referring agency's verification that the family meets one of the four eligible categories for SV assistance. The PHA must retain this documentation as part of the family's file. HUD has attached to this notice two examples of certifications that could be used to document the referring agency's verification.

(See Attachment I).

For certifying eligibility for individuals and families fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, CoCs and VSPs may accept the survivors' self-definition of "fleeing or attempting to flee" for purposes of meeting eligibility for the SV as a person fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking. Therefore, if an individual self-identifies as fleeing or attempting to flee domestic violence, that individual would be eligible for a SV. Additionally, the survivor of domestic violence, dating violence, sexual assault, stalking, or human trafficking can be a minor child.

Other than cases where a survivor of domestic violence, dating violence, sexual assault, stalking, or human trafficking is requesting an emergency transfer, the PHA must refer a family that is seeking SV assistance directly from the PHA to the CoC or other referring agency partner for initial intake, assessment, and possible referral for SV assistance.

If at any time the PHA is not receiving enough referrals or is not receiving referrals in a timely manner from the CoC's CE process or other partner referral agencies (or the PHA and CoC cannot identify any such alternative referral partner agencies), the PHA must enter into a formal partnership with another entity, such as another homeless service provider and/or victim services provider (such as a sexual assault, human trafficking, or cultural specific VSP), to receive referrals.

This system should continue to allow for prioritization according to the standards set out in the MOU between the referring organization and the PHA and should be easy to transition to the CoC's CE process when it comes online or is able to begin making referrals. Following notification, HUD will provide additional guidance to the PHA on adoption of direct referrals outside of the CE process if needed.

PHAs must inform families on the HCV waiting list of the availability of SVs by, at a minimum, either posting the information to their website or providing public notice in their respective communities. The PHA notice must describe the eligible populations to which the SVs are limited and clearly state that the availability of these SVs is managed through a direct referral process. The PHA notice must advise the family to contact the CoC (or any other PHA referral partner, if applicable) if the family believes they may be eligible for SV assistance. In providing this notice, PHAs must ensure effective communication with persons with disabilities, including those with vision, hearing, and other communication-related disabilities. PHAs must also take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP). (See Section 14– Nondiscrimination and Equal Opportunity Requirements - for more information.)

Effective communication is generally provided through the use of appropriate auxiliary aids and services, such as interpreters, computer-assisted real time transcription (CART), captioned videos with audible video description, accessible electronic communications and websites, documents in alternative formats (e.g., Braille, large print), or assistance in reading or completing a form. PHAs must also take reasonable steps to ensure meaningful access for

persons with limited English proficiency (LEP). To meet its LEP obligations, the PHA should generally (1) conduct the four-factor analysis in accordance with the *Final Guidance to Federal Financial Assistance Recipients Regarding Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* published on January 22, 2007 in the Federal Register, at 72 Fed. Reg. 2732; (2) develop a Language Access Plan; and (3) provide appropriate language assistance. Language assistance includes, but is limited to, oral interpretation services, employment of bilingual staff, telephone service lines interpreters, written translation services, and referrals to community liaisons proficient in the language of LEP persons.

If the PHA has a preference for survivors of domestic violence, dating violence, sexual assault, stalking, or human trafficking for the regular HCV program, the PHA must refer any applicant on the waiting list that indicated they qualified for this preference to the CoC, or the applicable partnering referral agency. The CoC will determine if the family is prioritized (based on the qualifying definition for SV assistance for those fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or another eligible category as applicable) for an SV.

If the PHA has a homeless preference for the regular HCV program, the PHA must refer any applicant on the waiting list that indicated they qualified for the homeless preference to the CoC. The CoC will determine whether the family is eligible for an SV (based on the qualifying definition for SV assistance for homelessness or another eligible category as applicable). The CoC will also determine if the family is eligible for other homeless assistance through the CE process.

With the exception of special admissions,[3] the HCV regulations require that the PHA admit an applicant as a waiting list admission. In order to implement the above alternative requirements, HUD is waiving 24 CFR § 982.204(a), which requires that except for special admissions, participants must be selected from the PHA waiting list and that the PHA must select participants from the waiting list in accordance with admission policies in the PHA administration plan.

Separate waiting list for SVs

The HCV program regulations at 24 CFR § 982.204(f) provide that a PHA must use a single waiting list for admission to its HCV program. It is possible that the number of applicants referred by partnering agencies at a given time may exceed the SVs available for the PHA to issue to families. HUD recognizes that requiring PHAs to utilize its existing HCV waiting list to manage SV referrals will create unnecessary administrative burden, complications, and delays. HUD is therefore waiving 24 CFR § 982.204(f) to establish an alternative requirement under which the PHA shall maintain a separate waiting list for SV referrals/applicants to help expedite the leasing process. Because the SV waiting list is based on direct referrals or emergency transfer requests to the PHA from survivors of domestic violence, dating violence, sexual assault, stalking, or human trafficking and not applications from the general public, HUD is also waiving 24 CFR § 982.206, which requires the PHA to give public notice when opening and closing the waiting list. Under this alternative requirement, the PHA will work directly with its CoC, VSP,

[3] A special admission (24 CFR § 982.203) is a non-waiting list admission that is only applicable if HUD awards a PHA program funding that is targeted for families living in specified units.

and other referral agency partners to manage the number of referrals and the size of the SV waiting list.

Local preferences

Under the HCV program, the PHA may establish a system of local preferences for the selection of families. The PHA may have an existing set of local preferences for its HCV program that understandably does not align with the specific targeted purpose of the SVs. Furthermore, the PHA, in conjunction with the CoC and other referral partners, may wish to establish preferences specifically designed for SV admissions that the PHA would not want to apply to its regular HCV waiting list. Excluding SVs from the PHA's normally applicable local preference system will simplify program administration and ensure that SVs are not being prioritized based on preferences designed for the broad universe of HCV eligible applicants rather than the subset of families that qualify for SVs.

HUD is waiving 24 CFR § 982.207(a) and establishing an alternative requirement that the local preferences established by the PHA for HCV admissions do not apply to SVs. The PHA may choose, in coordination with the CoC and other referral partners, to establish separate local preferences for SVs, or may simply choose to not establish any local preferences for the SV waiting list.

In establishing any local preferences for the SV waiting list, the preference may not prohibit SV admissions from any of the four qualifying categories of eligibility. The preference system prioritizes the order in which families on the SV waiting list are assisted but does not allow the PHA to refuse to accept a referred family that meets one of the four SV eligibility categories, or otherwise delay issuance of an available voucher to that eligible family in order to "hold" the voucher for a future referral of a preference holder. The PHA must ensure any local preferences do not discriminate on the basis of any federally protected classes and cannot utilize criteria or methods of administration which would result in discrimination. See Section 14 – Nondiscrimination and Equal Opportunity Requirements for more information on applicable federal civil rights requirements. The HCV program regulations at 24 CFR § 982.207(b) allows a PHA to adopt and implement a residency preference in accordance with the non-discrimination and equal opportunity requirements listed at 24 CFR § 5.105(a). Given the fact that many individuals and families in the targeted populations may not necessarily qualify as a "resident" due to their housing circumstances, and the direct referral /CE aspect of SV administration, it is not appropriate to apply residency preferences for SV admission. Consequently, HUD is waiving 24 CFR § 982.207(b) and establishing an alternative requirement under which a PHA may not apply any residency preference to SV applicants.

Restrictions on PHA denial of assistance to an SV applicant

The HCV program regulations at 24 CFR § 982.552 and § 982.553 cover the grounds under which a PHA may deny an applicant admission to the program and in certain cases is required to do so. These grounds include the following:

- If any member of the family has been evicted from federally assisted housing in the last five years
- If a PHA has ever terminated assistance under the program for any member of the family
- If any member of the family has committed fraud, bribery, or any other corrupt or

criminal act in connection with any Federal housing program

- If the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act
- If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- If the family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
- If the family engaged in or threatened abusive or violent behavior toward PHA personnel.
- If the family has been engaged in criminal activity or alcohol abuse as described in CFR § 982.553.

HUD is waiving 24 CFR § 982.552 and § 982.553 in part and establishing an alternative requirement with respect to mandatory and permissive prohibitions of admissions for SV applicants. The SV alternative requirement is as follows:

Mandatory Prohibitions

(1) The PHA must apply the standards it established under 24 CFR § 982.553(a)(1)(ii)(C) that prohibit admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing to SV applicants.

(2) The PHA must apply the standards it established under 24 CFR § 982.553(a)(2)(i) that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program to SV applicants.

Permissive Prohibitions

The PHA may prohibit admission of a family for the grounds stated below. The PHA may choose not to prohibit admission for these grounds or may establish a more permissive policy than the PHA's policy for admission to the regular HCV program. The PHA may not establish a permissive prohibition policy for SV applicants that is more prohibitive than the policy established for admissions to the regular HCV program. The PHA policy on SV permissive prohibitions must be described in the PHA's administrative plan.

If the PHA intends to establish permissive prohibition policies for SV applicants, the PHA must consult with its CoC partner to understand the impact that the proposed prohibitions may have on referrals and must take the CoC's recommendations into consideration. The PHA must not deny SV applicant admission or otherwise exclude an SV applicant based on arrest records only. PHAs are encouraged to consider the circumstances in which any conduct has occurred, the length of time since the offense, the nature and severity of the offense, and any supporting information, (e.g. an engagement with supportive services, participation in treatment activities/program, whether criminal activity was related to intimate partner violence, other evidence of rehabilitation, etc.) and any supporting information, (ex. an engagement with supportive services, participation in treatment activities/program, whether criminal activity was

related to human trafficking victimization, etc.) when determining whether past/recent criminal activity merits a permissive prohibition. The PHA policy on SV permissive prohibitions must be described in the PHA's administrative plan. Determinations must be made based on an individualized assessment of relevant mitigating information. [4] Before denying SV applicant admission because of a criminal record, the PHA must offer that individual the opportunity to provide evidence of mitigating circumstances or that the record is inaccurate. The permissive prohibitions are:

1) If the PHA determines that any household member is currently engaged in, or has engaged in within the previous 12 months:
    a) Violent criminal activity.
    b) Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.[5]
2) If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
3) If the family engaged in or threatened abusive or violent behavior toward PHA personnel within the previous 12 months.

HAs are reminded that they must use and rely on objective, accurate, and reliable evidence when making determinations. PHAs may not rely on records of arrest alone when making eligibility determinations. In recognition that criminal records databases may not be current, PHAs are reminded of their obligation to use accurate and reliable information to make determinations. Affording individuals an opportunity to be heard prior to an adverse determination consistent with 24 CFR § 982.554, is required as families may have relevant information that may not be as easily obtainable through other means.

In addition, PHAs must make reasonable accommodations for individuals with disabilities, which may include making an exception or adjustment to a criminal background screening policy or practice, when such exception or adjustment may be necessary to afford a person with a disability the equal opportunity to access the HCV program in accordance with the Fair Housing Act, Section 504, and the ADA.

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[4] See Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions (April 4, 2016), available at https: //www.hud.gov/sites/documents/HUD_OGCGUIDAPPFHASTANDCR.PDF at 7 ("individualized assessment of relevant mitigating information beyond that contained in an individual's criminal record is likely to have a less discriminatory effect than categorical exclusions that do not take such additional information into account. Relevant individualized evidence might include: the facts or circumstances surrounding the criminal conduct . . . evidence that the individual has maintained a good tenant history before and/or after the . . . conduct; and evidence of rehabilitation efforts.")

[5] Please see PIH Notice 2015-19. The purpose of PIH 2015-19 is to inform PHAs and owners of other federally assisted housing that arrest records may not be the basis for denying admission, terminating assistance or evicting tenants, to remind PHAs and owners that HUD does not require their adoption of "One Strike" policies, and to remind them of their obligation to safeguard the due process rights of applicants and tenants. See also Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions (April 4, 2016), available at https://www.hud.gov/sites/documents/HUD_OGCGUIDAPPFHASTANDCR.PDF (overviewing how applying criminal records screening too broadly may implicate fair housing liability for housing providers).

Unlike regular HCV admissions, PHAs may not deny an SV applicant admission regardless of whether:

Any member of the family has been evicted from federally assisted housing or the PHA has ever terminated assistance under the program for any member of the family.

- The family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- The family has not reimbursed any PHA for amounts paid to an owner under a HAP
- contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- The family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
- The family would otherwise be prohibited admission under alcohol abuse standards established by the PHA in accordance with 24 CFR §982.553(a)(3).
- The PHA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity.

Similar to the HUD-Veterans Affairs Supportive Housing (HUD-VASH) program and EHV program, HUD is eliminating the PHA's permissive prohibitions for SV admissions for drug-related criminal activity. The eligible populations of homeless and at-risk of homelessness individuals and families may include individuals struggling with drug addiction, and that addiction may be one of the root causes of their homelessness. As demonstrated by the "Housing First' model, providing the individual with safe housing may be a critical first step in helping the individual recover from addiction. Consequently, prohibitions based on criminal activity for the eligible SV populations regarding drug possession should be considered apart from criminal activity against persons (i.e., violent criminal activity). Further, the Department remains concerned about the potential discriminatory effect that reliance on drug-related criminal activity history as grounds for denial of admission may pose for the SV program.
For further information on the use of criminal histories and the Fair Housing Act, please see HUD's Office of General Counsel Guidance on the Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions, issued on April 4, 2016.

The PHA must still deny admission to the program if any member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR part 5 as required by 24 CFR § 982.552(b)(3) but should notify the family of the limited SV grounds for denial of admission first.

When adding a family member after the family has been placed under a HAP contract with SV assistance, the regulations at 24 CFR § 982.551(h)(2) apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and may apply its regular screening criteria in doing so.

Income verification at admission
Under the HCV program, PHAs must determine whether an applicant family's income exceeds the applicable income limit as established by HUD in the jurisdiction where the family wishes to

lease a unit. While the verification hierarchy described in Notice PIH 2018-18 applies to income determinations for applicants, the Enterprise Income Verification (EIV) system generally is not available for verifying income of applicants.

The program regulations under 24 CFR § 982.201(e) requires that the PHA must receive information verifying that an applicant is eligible within the 60-day period before the PHA issues a voucher to the applicant. For verification purposes, Notice PIH 2018-18 states that third-party generated documents be dated within 60 days of the PHA's request.

For households experiencing homelessness and other SV eligible families, documentation may not be readily on-hand and may be difficult to obtain quickly. Accepting self-certifications and allowing for the delay of receipt of documentation and/or third-party verification will allow the CoC/VSP/partnering agency to assist the family in obtaining the necessary documentation without unduly delaying the family's housing assistance.

HUD is waiving the third-party income verification requirements for SV applicants and, alternatively, allowing PHAs to consider self-certification as the highest form of income verification at admission. Applicants must submit an affidavit attesting to reported income, assets, expenses, and other factors which would affect an income eligibility determination. Additionally, applicants may provide third-party documentation which represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of the PHA's request. For example, a Supplemental Security Income (SSI) benefit letter that was issued in November 2020 to represent the applicant's benefit amount for 2021 and was provided to the PHA in September 2021 would be an acceptable form of income verification. As a reminder, the PHA may also use the SSI benefit letter as proof of disability.

Once HUD makes the EIV data available to PHAs under this waiver and alternative requirement, the PHA must: review the EIV Income and Income Validation Tool (IVT) Reports to confirm/validate family-reported income within 90 days of the submission date; print and maintain copies of the EIV Income and IVT Reports in the tenant file; and resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

Prior to admission, PHAs must continue to use HUD's EIV system to search for all household members using the Existing Tenant Search. The PHA may be required to deny assistance to household members already receiving assistance from another program.

PHAs are encouraged to incorporate additional procedures to remind families of the obligation to provide true and complete information. PHAs that conduct eligibility determinations under this waiver/alternative requirement will be responsible for addressing any material discrepancies (i.e., unreported income or a substantial difference in reported income) that may arise later. Additionally, PHAs must take necessary enforcement actions if the tenant was never eligible due to their income. Also, PHAs must initiate HUD-compliant payment plans for those whose failure to report their income or part thereof was unintentional and does not make the tenant ineligible for the program accordingly.

The adoption of this waiver does not authorize any ineligible family to receive assistance under

these programs. If a PHA later determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

Eligibility Determination: Social Security Number, Citizenship, and Eligible Immigration Status Verification

HCV applicants must disclose and document and PHAs must verify the social security numbers (SSN) of each applicant. Applicant documentation may include a valid SSN card issued by the Social Security Administration; an original document issued by a federal or state government agency which contains the individual's name, SSN and other identifying information; or other evidence of the SSN as prescribed by HUD. Generally, a PHA may not admit an applicant until the required documentation is provided to verify the SSN of each household member.

PHAs also must verify evidence of U.S. citizenship or eligible immigration status for noncitizens claiming eligibility for assistance. Each eligible household member must sign a declaration of their status and eligible noncitizens must also provide supporting documentation, which must be submitted by the time of the eligibility determination. Noncitizens with eligible immigration status include VAWA Self-petitioners[6] and human trafficking survivors and certain family members.[7] Documentation verifying U.S. citizenship may also be requested. Since eligibility for assistance is limited to U.S. citizens and noncitizens who have eligible immigration status, families in which not all members are U.S. citizens or have eligible immigration status are only eligible to receive pro-rated housing assistance based on the percentage of family members who qualify for assistance.

Additionally, PHAs must verify each family member's date of birth to verify identity and determine age and disability status per 24 CFR § 5.403, if claimed. These family characteristics impact the income and tenant rent calculations.

This documentation may not be readily on hand and may be difficult to obtain for individuals and families experiencing homelessness. Accepting self-certifications and delaying the receipt of documentation and/or third-party verification will allow PHAs to assist SV families more quickly and provide time for the family (with assistance from the CoC or other partnering agencies) to obtain the necessary documentation.

HUD is consequently waiving the requirement to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the SV program. PHAs may adopt policies to admit SV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. As an alternative requirement, such individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless the PHA

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[6] HUD Memorandum, Eligibility of Battered Noncitizen Self-Petitioners for Financial Assistance Under Section 214 of the Housing and Community Development Act of 1980 (Dec. 15, 2016); HUD Notice PIH 2017-02 (HA) Violence Against Women Act (VAWA) Self-Petitioner Verification Procedures.

[7] These include human trafficking survivors and family members who: (1) have a Certification Letter from the Department of Health and Human Services (including T-1 nonimmigrants and Continued Presence recipients), (2) are noncitizen minors who have received a Child Eligibility Letter from the Department of Health and Human Services; or (3) are granted derivative T nonimmigrant status by USCIS (T-2 through T-6 nonimmigrant status).

provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation. If a family member appeals secondary verification of immigration documents, PHAs are reminded that assistance may not be delayed, denied, reduced or terminated on the basis of immigration status pending the completion of the appeal as described in 24 CFR § 5.514(e).

Additionally, PHAs may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the PHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

PHAs are encouraged to incorporate additional procedures to remind families of the obligation to provide true and complete information. PHAs that conduct eligibility determinations under this waiver/alternative requirement will be responsible for addressing any material discrepancies (i.e., erroneous SSNs) that may arise later and must take necessary enforcement actions accordingly. The adoption of this waiver does not authorize any ineligible family to receive assistance under these programs. If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

Inapplicability of Income Targeting Requirements
The PHA must determine income eligibility for SV families in accordance with 24 CFR § 982.201. However, the income targeting requirements of Section 16(b) of the United States Housing Act of 1937 and 24 CFR § 982.201(b)(2) are waived and do not apply for SV families so that participating PHAs can effectively serve individuals and families in all the eligibility categories under the ARP who may be at a variety of income levels, including low-income families. The PHA may still choose to include the admission of extremely low-income SV families in its income targeting numbers for the fiscal year in which these families are admitted. In conformance with normal program rules, PHAs may not deny admission to a family with zero income and must consider hardship circumstances before charging a minimum rent in accordance with 24 CFR § 5.630(b).

Use of recently conducted initial income determinations and verifications at admission
Some families who were recently homeless but are now currently residing in rapid rehousing or are receiving other time-limited housing assistance may have had their income recently verified under that housing assistance program. Furthermore, families who are eligible for SV assistance as survivors of domestic violence, dating violence, sexual assault, stalking, or human trafficking may be currently assisted through other subsidized housing programs such as public housing. PHAs may accept income calculations and verifications from third-party providers or from an examination that the PHA conducted on behalf of the family for another subsidized housing program in lieu of conducting an initial examination of income as long as the income was (1) calculated in accordance with rules outlined at 24 CFR Part 5 and within the last six months and (2) the family certifies there has been no change in income or family composition in the interim. At the time of the family's annual reexamination the PHA must conduct the annual reexamination of income as outlined at 24 CFR § 982.516.

For each new admission under this waiver and alternative requirement, the PHA must: review

the EIV Income and IVT Reports to confirm/validate family-reported income within 90 days of the submission date; print and maintain copies of the EIV Income and IVT Reports in the tenant file; and resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

Pre-inspection of HQS units
To expedite the leasing process, PHAs may pre-inspect available units that SV families may be interested in leasing in order to maintain a pool of eligible units. If an SV family selects a unit that passed a HQS inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval (form HUD-52517), the unit may be approved as long as it meets all other conditions under 24 CFR § 982.305. However, the family must be free to select their unit and cannot be required to accept a pre-screened unit.

Initial search term
Given rising rents and low vacancy rates SV families may face significant challenges with their housing search. An initial search term of 60 days may be inadequate for SV families to find a unit. Consequently, HUD is waiving 24 CFR § 982.303(a), which provides that the initial search term must be at least 60 days and is establishing an alternative requirement that the initial term for an SV must be at least 120 days. Any extensions, suspensions, and progress reports will remain under the policies in the PHA's administrative plan but will apply after the minimum 120-day initial search term. HUD recommends PHAs consider extending beyond the required 120-day initial search term if rising rents and low vacancy rates are contributing factors to low leasing rates in the PHA's jurisdiction.

As a reminder, a PHA must grant reasonable accommodation requests to extend the housing search term that may be necessary for individuals with disabilities to find a unit that meets their disability-related needs. For example, it may be challenging to find a unit that includes specific accessibility features, is close to accessible transportation, or close to supportive services or medical facilities.

Initial lease term
Under the HCV program, the family must enter into an initial lease with the owner for at least one year, unless a shorter term would improve housing opportunities for the tenant and the shorter term is a prevailing market practice. To provide a greater range of housing opportunities for SV families and maximize housing choice, HUD is waiving Section 8(o)(7)(A) of the United States Housing Act of 1937 and 24 CFR § 982.309(a)(2)(ii). The initial lease term for an SV family may be less than 12 months regardless of whether the shorter term is a prevailing market practice.

Portability
The normal HCV portability procedures and requirements generally apply to SVs with the following exceptions.

No prohibition on portability for non-resident applicants
Under the HCV program, if neither the household head nor spouse of an assisted family already had a "domicile' (legal residence) in the jurisdiction of the PHA at the time the family first

submitted an application for participation in the program, the family does not have any right to portability during the 12-month period from when the family is admitted to the program. Such a family is a "non-resident applicant." The initial PHA may choose to allow portability during this period but is not required to do so.

In order to provide maximum housing choice for the targeted populations, HUD is removing this restriction for SV nonresident applicants to allow all SV families to immediately move under portability. Accordingly, HUD is waiving Section 8(r)(1)(B)(i) of the United States Housing Act of 1937 and 24 CFR § 982.353(c). The PHA may not restrict an SV family from exercising portability because they are a nonresident applicant.

Portability billing and absorption
A receiving PHA cannot refuse to assist an incoming SV family, regardless of whether the PHA does or does not currently administer SVs under its own ACC.

If an SV family moves under portability to another PHA that administers SVs under its own ACC:

- The receiving PHA may only absorb the incoming SV family with an SV (assuming it has an SV voucher available to do). If the PHA does not have an SV available to absorb the family, it must bill the initial PHA. The receiving PHA must allow the family to lease the unit with SV assistance and may not absorb the family with a regular HCV when the family leases the unit.
- Regardless of whether the receiving PHA absorbs or bills the initial PHA for the family's SV assistance, the SV administration of the voucher is in accordance with the receiving PHA's SV policies, although neighboring PHAs and PHAs in the same metro area or region are strongly encouraged to work collaboratively with one another to align SV policies and help facilitate SV portability moves between their jurisdictions.

If the SV family moves under portability to another PHA that does not administer SVs under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial PHA.

Family briefing/initial PHA and receiving PHA coordination on services
In addition to the applicable family briefing requirements at 24 CFR § 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial PHA is required to help facilitate the family's portability move to the receiving PHA and inform the family of this requirement in writing taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP). In briefing a family that includes any disabled person, the PHA must take appropriate steps to ensure effective communication in accordance with 24 CFR 8.6. If the portability move is in connection with the SV family's initial lease-up, the receiving PHA and the initial PHA must consult and coordinate on any services and assistance that will be made available to the family.
iv. SV portability – HAP and administrative fees

HAP and ongoing fees
The requirements at 24 CFR § 982.355(e) apply to portability billing arrangements on behalf of an SV family:

- The initial PHA must promptly reimburse the receiving PHA for the full amount of the housing assistance payments made by the receiving PHA for the family.
- The initial PHA must promptly reimburse the receiving PHA for the lesser of 80 percent of the initial PHA's SV ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee (or the receiving PHA's SV ongoing administrative fee if the receiving PHA administers the SV program). If both PHAs agree, the PHAs may negotiate a different amount of reimbursement.

Payment standard amounts
The HCV regulations at 24 CFR § 982.503(a)(3) provide that the PHA voucher payment standard schedule shall establish a single payment standard amount for each unit size, and that for each unit size, the PHA may establish a single payment standard amount for the whole Fair Market Rent (FMR) area or may establish a separate payment standard amount for each designated part of the FMR area.

Many rental markets with a high need for the SVs are very competitive with a shortage of affordable rental units. SV recipients who are homeless or at risk of homelessness may have relatively lower incomes than regular HCV recipients, limiting their ability to rent units with rents above the payment standard. In addition, landlords may be more reluctant to rent to homeless individuals who may have limited or poor credit history, a limited established rental history, or other issues.

Due to those factors, HUD is waiving 24 CFR § 982.503(a)(3) and establishing an alternative requirement permitting PHAs to establish separate higher payment standards for SVs in order to increase the potential pool of available units for SV families. The separate SV payment standard must comply with all other HCV requirements under 24 CFR § 983.503 with the exception of the waivers of 24 CFR § 982.503(b)(i) and § 982.503(b)(iii) discussed below.

Establishing a separate SV payment standard is at the discretion of the PHA and the PHA is not required to do so. PHAs are not permitted to establish a separate payment standard for the SVs that is lower than the regular HCV payment standard. For PHAs administering both SVs and EHVs, the SV payment standard must not be less than the EHV payment standard. If the PHA is increasing the regular HCV payment standard, the PHA must also increase the SV payment standard if it would be otherwise lower than the new regular HCV payment standard.

In addition, HUD is waiving 24 CFR § 982.503(b)(1)(i) and establishing an alternative requirement to allow the PHA to establish a payment standard amount for a unit size at any level between 90 percent and 120 percent (as opposed to 110 percent) of the published FMR for that unit size. HUD approval is not required to establish an SV payment standard within that range.

Furthermore, HUD is waiving 24 CFR § 982.503(b)(1)(iii) and establishing an alternative requirement to provide that a PHA that is not in a designated Small Area FMR area or has not opted to voluntarily implement Small Area FMRs under § 888.113(c)(3) may establish exception

payment standards for a ZIP code area above the basic range for the metropolitan FMR based on the HUD published Small Area FMRs. The PHA may establish an exception payment standard up to 120 percent (as opposed to 110 percent) of the HUD published Small Area FMR for that ZIP code area. As is the case for the regular HCV program, the PHA must notify HUD if it establishes an SV exception payment standard based on the Small Area FMR. The exception payment standard must apply to the entire ZIP code area.

PHAs may also still request approval for exception SV payment standards above 120% of the applicable FMR/SAFMR from HUD in accordance with 24 CFR § 982.503(b)(1)(iv) or § 982.503(c) if needed.

All rent reasonableness requirements at 24 CFR § 982.507 continue to apply to SV units, regardless of whether the PHA has established an alternative or exception SV payment standard.

Increase in payment standard during HAP contract term
The HCV regulations at 24 CFR § 982.505(c)(4) require that if the payment standard amount is increased during the term of the HAP contract, the increased payment standard amount shall be used to calculate the monthly housing assistance payment for the family beginning at the effective date of the family's first regular reexamination on or after the effective date of the increase in the payment standard amount.

HUD is waiving this requirement and as an alternative requirement providing a PHA with the discretion to establish a policy in the PHA administrative plan on when to apply the increased payment standard (e.g., interim reexamination, owner rent increase) after the effective date of the increase in the payment standard amount, provided the increased payment standard is used to calculate the HAP no later than the effective date of the family's first regular reexamination following the change.

11. Project-based units. All tenant-based SV awards can be converted to Project-Based Vouchers (PBV) at any time after award without HUD approval provided all the established PBV regulations and requirements are followed. No additional HUD Headquarters approvals are required for project basing HUD-VASH vouchers beyond the normal process. All PBV requirements in 24 CFR part 983 apply for SVs except where waived as described below. The HCV regulations at 24 CFR § 983.251(c)(1) require PHAs to select families for project-based units from its HCV waiting list (or PBV waiting list, if applicable). HUD is waiving this requirement and establishing an alternative requirement that PHAs receive SV referrals from CoC partners for vouchers as well as project-based assistance.

12. Turnover. Upon turnover, SV vouchers must continue to remain available for families experiencing or at-risk of homelessness, those fleeing or attempting to flee domestic violence dating violence, sexual assault, or stalking, or human trafficking, and veterans and families that include a veteran family member that meet one of the proceeding criteria.

13. Reporting Requirements. PHAs awarded SVs under this notice must maintain a special program code for Stability Voucher participants in line 2n of the Family Report (form HUD-50058) or line 2p of the MTW Family Report (form HUD-50058), as applicable. The special

program code is "SV." PHAs must also properly record the date the PHA issues the voucher to the eligible household in line 2a of the 50058. PHAs may need to update their system software to incorporate the new special purpose voucher code "SV".

14. Moving-to-Work (MTW) Agencies. MTW agencies that administer SVs are bound by the terms and conditions of this notice. As discussed above in Section 10, all HCV statutory and regulatory requirements and HUD directives are applicable to SVs unless waived by this notice. However, MTW agencies may request approval from HUD's Office of Housing Voucher Programs to administer SVs in accordance with the HCV programmatic flexibilities approved under PHA's Annual MTW Plan or MTW Supplement to the PHA Plan, as permitted by its MTW Agreement or the MTW Operations Notice. The Office of Housing Voucher Programs may approve the MTW PHA's request provided it determines the requested MTW flexibility is not in direct conflict with an SV waiver or alternative requirement and its application would not have a detrimental impact on SV families. Like other waivers, MTW PHAs must submit such requests with supporting justification through their local Field Office. SV funding is not eligible for MTW fungibility but must only be used for SV eligibility activities and to assist SV eligible families.

15. Nondiscrimination and Equal Opportunity. PHAs are reminded in administering the SV program to follow all applicable nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a) and 24 CFR 982.53, including but not limited to the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act, HUD's Equal Access Rule, Title II of the Americans with Disabilities Act of 1990, and the Violence Against Women Act. The PHA is also required to affirmatively further fair housing in the administration of the SV program These requirements prohibit discrimination on the basis of race, color, religion, sex, familial status, national origin, disability, age, sexual orientation, gender identity, and marital status. PHAs should also comply with Title III of the Americans with Disabilities Act of 1990 (see 28 CFR 35.160 and 28 CFR 36.303).

When an SV household is or includes a person with disabilities, reasonable accommodations may be necessary. A reasonable accommodation is a change, exception or adjustment to rules, policies, practices or services that may be necessary in order to enable an applicant or resident with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common areas, or to participate in or access programs and activities. Under Section 504, reasonable accommodations may also include a structural change to a unit.

In addition, the PHA must also provide effective communication to persons with disabilities, including those with vision, hearing, and other communication related disabilities, which includes ensuring that information is provided in appropriate accessible formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters, accessible website and other accessible electronic communications. See 24 CFR 8.6. The PHA must also take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP). LEP guidance and LEP information is available here:
https://www.federalregister.gov/documents/2007/01/22/07-217/final-guidance-to-federal-financial-assistance-recipients-regarding-title-vi-prohibition-against

16. Information Contact. All inquiries about this notice should be directed to StabilityVouchers@hud.gov.

17. Paperwork Reduction Act. The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (PRA) (44 U.S.C 3520). In accordance with the PRA, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number. The following active information collections contained in this notice have been approved under the PRA-OMB Control Numbers 2577-0169 and 2577- 0083.

/s/

Dominique Blom
General Deputy Assistant Secretary
for Public and Indian Housing

Attachment 1: Example of a Homeless Provider's Certification

Stability Voucher (SV)
HOMELESS CERTIFICATION

SV Applicant Name: _____

☐ Household without dependent children (complete one form for each adult in the household)

☐ Household with dependent children (complete one form for household)

Number of persons in the household: _____

This is to certify that the above named individual or household meets the following criteria based on the check mark, other indicated information, and signature indicating their current living situation

Check only one box and complete only that section

Living Situation: place not meant for human habitation (e.g., cars, parks, abandoned buildings, streets/sidewalks)

☐ The person(s) named above is/are currently living in (or, if currently in hospital or other institution, was living in immediately prior to hospital/institution admission) a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus station, airport, or campground.

Description of current living situation:

_____

_____

_____

Homeless Street Outreach Program Name: _____
This certifying agency must be recognized by the local Continuum of Care (CoC) as an agency that has a program designed to serve persons living on the street or other places not meant for human habitation. Examples may be street outreach workers, day shelters, soup kitchens, Health Care for the Homeless sites, etc.

Authorized Agency Representative Signature: _____
Date: _____

Living Situation: Emergency Shelter

☐ The person(s) named above is/are currently living in (or, if currently in hospital or other institution, was living in immediately prior to hospital/institution admission) a supervised publicly or privately operated shelter as follows:

Emergency Shelter Program Name: _____

This emergency shelter must appear on the CoC's Housing Inventory Chart submitted as part of the most recent CoC Homeless Assistance application to the U.S. Department of Housing and Urban Development (HUD) or otherwise be recognized by the CoC as part of the CoC inventory (e.g., newly established Emergency Shelter).

Authorized Agency Representative Signature: _____

Date: _____

Living Situation: Recently Homeless

☐ The person(s) named above is/are currently receiving financial and supportive services for persons who are homeless. Loss of such assistance would result in a return to homelessness (e.g., households in rapid rehousing programs, residents of permanent supportive housing programs participating in Moving On, etc.)

Authorized Agency Representative Signature: _____

Date: _____

This referring agency must appear on the CoC's Housing Inventory Chart submitted as part of the most recent CoC Homeless Assistance application to HUD or otherwise be recognized by the CoC as part of the CoC inventory.

Immediately prior to entering the household's current living situation, the person(s) named above was/were residing in:

☐ Emergency shelter OR ☐ A place unfit for human habitation

Authorized Agency Representative Signature: _____

Date: _____

Attachment 2: Example of a Victim Services Provider's Certification
Stability Voucher (SV)

SAMPLE CERTIFICATION FOR SURVIVORS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, AND/OR HUMAN TRAFFICKING

Use of this Optional Form:
Service providers may utilize this form to certify a family's eligibility for SV to document households who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. In response to this request, the service provider may complete this form and submit it to the Public Housing Agency (PHA) to certify eligibility for the U.S. Department of Housing and Urban Development's (HUD) Stability Voucher program.

Confidentiality:
All information provided during the referral process concerning the incident(s) of domestic violence, dating violence, dating violence, sexual assault, stalking, and human trafficking shall be kept confidential and such details shall not be entered into any shared database. Employees of the PHA will not have access to these details, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED ON BEHALF OF SURVIVORS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, AND/OR HUMAN TRAFFICKING

SV Applicant Name: _____

The applicant named above is a survivor of (please check from the list all that apply):

☐ Domestic Violence
☐ Dating Violence
☐ Sexual Assault
☐ Stalking
☐ Human Trafficking

This certifies that the above named individual or household meets the definition for persons who are fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking and/or human trafficking as these terms are defined under 34 U.S.C. Section 12291 of the Violence Against Women Act[8] and 22 U.S.C. Section 7102(11) of the Trafficking Victims Protection Act.[9]

[8] The Violence Against Women Act ("VAWA") 2013 protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.
[9] The Victims of Trafficking and Violence Protection Act of 2000 provides assistance to victims of trafficking making housing, educational health care, job training and other federally-funded social service programs available to assist victims in rebuilding their lives.

I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Authorized Agency Representative Signature: _____

Date: _____

Attachment III:

SV Waivers and Alternative Requirements

Item	Statutory or Regulatory Waiver	Brief Summary	Mandatory use	Alternative Requirements
Establishing Partnerships for SV Administration	N/A	PHAs are required to work with community partners to determine the best use and targeting for the SVs along with other resources available in the community.	Yes	A PHA must enter into a Memorandum of Understanding (MOU) with the CoC to establish partnership for the administration of the SVs, pair SVs with CoC-funded supportive services; and to collaborate with the CoC and other stakeholders to develop a prioritization plan for these vouchers.
Direct referrals from the CoC and other partnering organizations	24 CFR § 982.204(a)	Waives requirement under the HCV program that participants must be selected from the PHA waiting list. Instead, PHAs must accept referrals for SVs directly from the CE System. If the CE system does not identify families that may be eligible for SV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, the PHA must enter into a partnership to receive direct referrals from another entity (e.g. Victim Services provider).	Yes	PHAs must inform families on the HCV waiting list of the availability of SVs by, at a minimum, either by posting the information to their website or providing public notice in their respective communities. If the PHA has a preference for survivors of domestic violence, dating violence, sexual assault, stalking, or human trafficking for the regular HCV program, the PHA must refer any applicant on the waiting list that indicated they qualified for this preference to the CoC, or the applicable partnering referral agency. If the PHA has a homeless preference for the regular HCV program, the PHA must refer any applicant on the waiting list that indicated they qualified for the homeless preference to the CoC.
Separate waiting list	24 CFR § 982.204(f)	Waives requirement that a PHA must use a single waiting list for admission to its HCV program. Instead, PHAs shall maintain a separate list for SV	Yes	PHA shall maintain a separate waiting list for SV.

		referrals/applicants.		
Public notice when opening and closing the waiting list	24 CFR § 982.206	Waives the requirement for PHAs to give public notice when opening and closing the waiting list. The SV waiting list is based on direct referrals or emergency transfer requests to the PHA from a survivor of domestic violence, dating violence, sexual assault, stalking, or human trafficking and not applications from the general public.	Yes	PHA will work directly with its CoC, and other referral agency partners to manage the number of referrals and the size of the SV waiting list
Local preferences	24 CFR § 982.207(a)	Waives the applicability of HCV local preferences established by the PHA to SVs. Instead, the PHA may choose, in coordination with the CoC and other referral partners, to establish separate local preferences for SVs, or may simply choose to not establish any local preferences for the SV waiting list.	Yes	Local preferences established by the PHA for the HCV admissions do not apply to SVs. In establishing any local preferences for the SV waiting list, the preference may not prohibit SV admissions from any of the four qualifying categories of eligibility.
Residency preferences	24 CFR § 982.207(b)	Waives the allowability for a PHA to adopt and implement a residency preference for SVs. Given the fact that many individuals and families in the targeted populations may not necessarily qualify as a "resident" due to their housing circumstances, and the direct referral/coordinated entry aspect of SV administration, it is not appropriate to apply residency preferences for SV admission.	Yes	PHA may not apply any residency preference.

Admissions: Mandatory Prohibitions	24 CFR 24 982.552 and § 982.553	Waives 24 CFR §982.552 and § 982.553 in part and establishes an alternative requirement with respect to mandatory prohibitions of admissions for SV applicants.	Yes	(1) The PHA must prohibit admission to the program if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing. (2) The PHA must prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.
Admissions: Permissive Prohibitions	24 CFR § 982.552 and § 982.553	Waives 24 CFR §982.552 and § 982.553 in part and establishes an alternative requirement with respect to permissive prohibitions of admissions for SV applicants.	No	PHA must consult with its CoC partners to understand the impact that the use of permissive prohibitions may have on referrals and must take the CoC's recommendations into consideration. The PHA may prohibit admission of a family for the grounds stated below. (1) If the PHA determines that any household member is currently engaged in, or has engaged in within the previous 12 months: a. Violent criminal activity. b. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity. (2) If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months. (3) If the family engaged in or threatened abusive or violent behavior toward PHA personnel within the previous 12 months.

Admissions: Unallowable Prohibitions	24 CFR § 982.552 and § 982.553	Waives 24 CFR §982.552 and § 982.553 in part and establishes an alternative requirement making certain admission prohibitions unallowable in SV that are allowable in HCV.	**Yes**	**<u>Unlike the HCV admissions PHAs may not deny admission for any of the following:</u>** 1. Any member of the family has been evicted from federally assisted housing in the last five years. 2. A PHA has ever terminated assistance under the program for any member of the family. 3. The family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act. 4. The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease. 5. The family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. 6. The family would otherwise be prohibited admission under alcohol abuse standards established by the PHA in accordance with 24 CFR §982.553(a)(3). 7. The PHA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity.
Income verifications at	24 CFR § 982.201(e)	Waives the third-party income verification	No	Allows PHA to accept self-certification as the highest form of

admission		requirements for SV applicants and, alternatively allowing PHAs to consider self-certification as the highest form of income verification at admission		income verification at admission. Applicants may provide third-party documentation which represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within **60 days** of the PHA's request.
SSN and citizenship verification	24 CFR § 5.216(b)(2), (g), (h), 5.218, 5.508(b)(2)(ii), (b)(3)(ii), (g)	Waives the requirement to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the SV program.	No	Documentation must be provided in **180 days** of admission to be eligible for continued assistance, pending verification, unless the PHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation. PHAs may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. PHA must obtain a higher level of verification within **90 days** of admission or verify the information in EIV.
Income targeting requirements	Section 16(b) of the United States Housing Act of 1937 and 24 CFR § 982.201(b)(2)	Waives Income targeting requirements. These do not apply to SV allowing PHAs to serve people at a variety of income levels including low-income families. PHAs may still choose to include the admission of extremely low-income SV families in its income targeting numbers for the fiscal year in which these families are admitted.	Yes	N/A
Income calculation and verifications from third-party providers	24 CFR § 982.201(e)	PHAs may accept income calculations and verifications from third-party providers or from an examination that the PHA conducted on behalf of the family for	No	For each new admission under this waiver and alternative requirement, the PHA must: review the EIV Income and IVT Reports to confirm/validate family-reported income within 90 days of the IMS/PIC submission date; print and

		another subsidized housing program in lieu of conducting an initial examination of income as long as the income was (1) calculated in accordance with rules outlined at 24 CFR Part 5 and within the last six months and (2) the family certifies there has been no change in income or family composition in the interim.		maintain copies of the EIV Income and IVT Reports in the tenant file; and resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates. At the time of the family's annual reexamination the PHA must conduct the annual reexamination of income as outlined at 24 CFR § 982.516.
Pre-inspection of HQS units		PHAs may pre-inspect available units that SV families may be interested in leasing in order to maintain a pool of eligible units.	No	NA
Initial search term	24 CFR § 982.203(a)	Waives requirement that the initial search term must be at least 60 days and establishes an alternative requirement that the initial term for an SV must be at least 120 days.	Yes	Initial term for an SV **must be at least 120 days**. Any extensions, suspensions, and progress reports will remain under the policies in the PHA's administrative plan but will apply after the minimum 120-day initial search term.
Initial lease term	Section 8(o)(7)(A) of the United States Housing Act of 1937 and 24 CFR § 982.309(a)(2)(ii)	Waives the requirement that a family must enter into an initial lease with the owner for at least one year.	Yes	Families can enter into leases for a term shorter than one year.
Portability	Section 8(r)(1)(B)(i) of the United States Housing Act of 1937 and 24 CFR § 982.353(c)	The normal HCV portability procedures and requirements apply to SVs with some exceptions (see alternative requirements section to the right).	Yes	In order to provide maximum housing choice for the targeted populations, HUD is removing this restriction for SV nonresident applicants to allow all SV families to immediately move under portability. The PHA may not restrict an SV family from exercising portability because they are a nonresident

				applicant. A receiving PHA cannot refuse to assist an incoming SV family, regardless of whether the PHA does or does not currently administer SVs under its own ACC. In addition to the applicable family briefing requirements at 24 CFR § 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial PHA must inform the family how portability may impact the special SV services and assistance that may be available to the family. If the portability move is in connection with the SV family's initial lease-up, the receiving PHA and the initial PHA must consult and coordinate on the SV services and assistance that will be made available to the family. The primary purpose of this communication is to ensure there is no duplication of SV services and assistance provided to the family and that the receiving PHA is aware of the maximum amount of services fee funding that the initial PHA may provide to the receiving PHA on behalf of the family.
Establishing separate higher payment standards for SVs	24 CFR § 982.503(a)(3), § 982.503(b)(1)(i), § 982.503(b)(1)(iii)	Waiving 24 CFR § 982.503(a)(3) and establishing an alternative requirement permitting PHAs to establish separate higher payment standards for the SVs. Many rental markets with a high need for the SVs are very competitive with a shortage of affordable rental units. SV recipients who are homeless or at risk of	No	Establishing a separate SV payment standard is at the discretion of the PHA and the PHA is not required to do so. PHAs are not permitted to establish a separate payment standard for the SVs that is lower than the regular HCV payment standard. If the PHA is increasing the regular HCV payment standard, the PHA must also increase the SV payment standard if it would be otherwise lower than the new regular HCV payment standard. PHAs can establish a payment standard amount for a unit size at

		homelessness may have relatively lower incomes than regular HCV recipients, limiting their ability to rent units with rents above the payment standard. In addition, landlords may be more reluctant to rent to homeless individuals who may have limited or poor credit history, a limited established rental history, or other issues.		any level between 90%-120% of the published FMR for that unit size. HUD approval is not required to establish an SV payment standard within that range. A PHA that is not in a designated Small Area FMR area or has not opted to voluntarily implement Small Area FMRs under 24 CFR 888.113(c)(3) may establish exception payment standards for a ZIP code area above the basic range for the metropolitan FMR based on the HUD published Small Area FMRs. The PHA may establish an exception payment standard up to 120 percent (as opposed to 110 percent) of the HUD published Small Area FMR for that ZIP code area. As is the case for the regular HCV program, the PHA must notify HUD if it establishes an SV exception payment standard based on the Small Area FMR. The exception payment standard must apply to the entire ZIP code area. PHAs may also still request approval for exception SV payment standards above 120% of the applicable FMR/SAFMR from HUD in accordance with 24 CFR § 982.503(b)(1)(iv) or §982.503(c) if needed. All rent reasonableness requirements at 24 CFR § 982.507 continue to apply to SV units, regardless of whether the PHA has established an alternative or exception SV payment standard.
Application of Increased Payment Standard	24 CFR § 982.505(c)(4)	Waiving requirement that if the payment standard amount is increased during the HAP contract, the increased payment standard amount shall be used to calculate the	No	PHAs have the discretion to establish a policy in the PHA administrative plan on when to apply the increased payment standard (e.g., interim reexamination, owner rent increase) after the effective date of the increase in the payment standard

		monthly housing assistance payment for the family beginning at the effective date of the family's first regular reexamination on or after the effective date of the increase in the payment standard amount.		amount, provided the increased payment standard is used to calculate the HAP no later than the effective date of the family's first regular reexamination following the change.

Attachment IV
Sample SV Memorandum of Understanding

[** This sample document demonstrates the Memorandum of Understanding requirements for the administration of Stability Vouchers. Unless otherwise noted, all elements are required. **]

Memorandum of Understanding – Stability Vouchers

This Memorandum of Understanding (MOU) has been created and entered on [Insert execution date] by [PHA Name and Address] and [CoC/VSP Name and Address].

I. Introduction and Goals

The [PHA Name] and [CoC/VSP Name] through the Stability Voucher (SV) Program seek to prevent and end homelessness among individuals and families who are experiencing or at-risk of homelessness, those fleeing or attempting to flee domestic violence dating violence, sexual assault, stalking, and human trafficking, and veterans and families that include a veteran family member that meets one of the proceeding criteria.

The Consolidated Appropriations Act, 2021 (Public Law 116-260) (2021 Act), makes available $43,343,000 for new incremental voucher assistance under Section 8(o) of the United States Housing Act of 1937 for use by individuals and families experiencing or at-risk of homelessness; those fleeing or attempting to flee domestic violence, dating violence, sexual assault, and stalking; and veterans and families that include a veteran family member that meets one of the proceeding criteria.

The Further Consolidated Appropriations Act, 2022 (Public Law 117-103 (2022 Act) further provides that HUD may waive certain statutory and regulatory provisions to administer the SVs (except for requirements related to tenant rights and protections, rent setting, fair housing, nondiscrimination, labor standards and the environment) upon a finding that any such waivers or alternative requirements are necessary to facilitate the use of funds made available for SVs.

This Memorandum of Understanding (MOU) outlines the collaboration and commitment between [PHA name] and [CoC/VSP Name] to pair Stability Vouchers with CoC-funded supportive services; and to collaborate with the CoC/VSP and other stakeholders to develop a prioritization plan for these vouchers.

Lead Agency Liaisons:
Name and title of PHA staff position:
Name and title CoC and/or VSP staff position:

II. Individuals and Families Eligibility under the Qualifying Categories

In order to be eligible for an SV, an individual or family must meet one of four eligibility categories:

- Homeless
- At risk of homelessness
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking,

or human trafficking
- Veterans

.

III. SV Roles and Responsibilities

A. PHA Roles and Responsibilities [**The following responsibilities are listed for example purposes. **]

1. Coordinate and consult with the CoC in developing the services and assistance to be offered under the SV services fee.

2. Accept direct referrals for eligible individuals and families through the CoC Coordinated Entry System.

3. Commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner.

4. Commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner.

5. Designate a staff to serve as the lead SV liaison.

6. Comply with the provisions of this MOU.

B. CoC Roles and Responsibilities [**The following responsibilities are listed for example purposes. **]

1. Designate and maintain a lead SV liaison to communicate with the PHA.

2. Refer eligible individuals and families to PHA using the community's coordinated entry system.

3. Support eligible individuals and households in completing and applying for supportive documentation to accompany admissions application to the PHA (i.e. self-certifications, birth certificate, social security card, etc.).

4. Attend SV participant briefings when needed.

5. Assess all households referred for SV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.

6. Identify and provide supportive services to SV families. (While SV participants are not required to participate in services, the CoC should assure that services are available and accessible.)

7. Comply with the provisions of this MOU

IV. CoC-funded supportive services that will be paired with SVs

CoCs are encouraged to outline any existing partnerships with health and behavioral health care providers and agencies, state Medicaid agencies and agencies and organizations that may be leveraged to provide ongoing tenancy and wrap-around supportive services for those that may benefit from such services to maintain housing stability. All services provided by the CoC must be outlined in the MOU with the CoC and should demonstrate the community's strategy to coordinate assistance through available resources. HUD recommends that PHAs and partnering CoCs seek a diverse range of supportive services by partnering with organizations trusted by people experiencing homelessness.

V. PHA Adopted Waivers and Alternative Requirements

PIH Notice 2022-XX, provides [insert PHA Name] with authority to adopt certain statutory and regulatory requirements and alternative requirements for Stability Vouchers. [Insert PHA Name] and [Insert CoC/VSP Name] have agreed to adopt the following waivers and alternative requirements-

[List all waivers and alternative requirements discussed, agreed upon by the PHA and CoC for the administration of SVs].

VI. PHA Permissive Prohibition Policies agreed upon by the PHA and CoC

[Insert PHA name] in consultation with [Insert CoC/VSP Name] have agreed to adopt the following permissive prohibitions for the Stability Voucher program-
[List any permissive prohibition policies agreed upon by the PHA and CoC]

VII. Program Evaluation

[Insert PHA name], and [Insert CoC /VSP] agree to cooperate with HUD, provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or HUD-approved contractor.

Signed By:

_____ _____
Public Housing Agency Executive Director Date

_____ _____
CoC/VSP Executive Director Date

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 12.

From:
Patricia Dew

Library - ARPA Funds for Public Computers

Issue/Action Requested:
Request that the Board of Commissioners approve an allocation of $72,800 from ARPA funds for the purchase of public-access computers.

Background/Purpose of Request:
As part of the ARPA project priority list, improvements to public access computers and the internet within Brunswick County Libraries were tentatively approved by the Board of Commissioners at the May 16, 2022, board meeting.

An ARPA funding request in the amount of $72,800 will be utilized to replace 52 existing computer and monitor workstations that are at or beyond their useful lifespan within the Brunswick County Library system. These computers are available to the public for use during normal business hours at no cost. Patrons may also print from these computers, provided they pay the appropriate printing fees outlined in the County's Fee Schedule.

Current computers utilized at the Library branches have traditionally been passed down from other County departments once they had reached the end of their useful life, so it is common for these computers to run older software and not operate with high efficiency.

Funding will provide effective service delivery to the public sector to aid in internet access for job applications, government funding assistance programs, academic resources and reduce IT help-desk service problems.

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Reviewed By Director of Fiscal Operations
Amendment appropriates federal revenues restricted in the amount of $72,800 for the ARPA Library Computer Project and reduces computer purchases in the general fund IT budget $28,600 approved in the FY 23 budget for items eligible for ARP funding.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve an allocation of $72,800 from ARPA funds for the purchase of public-access computers.

ATTACHMENTS:

Description

- Grant Project Ordinance

- Budget Amendment
- Budget Amendment-GF Appropriation Reduction
- Eligibility Determination Form

ARPA Grant Project Ordinance
(Replace Public Library Computers 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	$	4,718,310
Salary and Wages - Reimburse		
Premium Pay		2,000,000
Direct Administrative - Grants Management		105,000
Lead and Copper		268,750
Fringe Benefits Reimbursement		
Premium Pay		400,000
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
Computers $500 - $4,999 - Replace Library Computers		72,800
Transfer to General Fund		
Revenue Replacement General Government Services		
Law Enforcement Salary and Benefits 7/1/21-3/31/22		10,000,000
Transfer to Sewer Fund		
Capital Outlay ARP Transfer Main Project - Trailwood Force Main		126,989
Transfer to Water Capital Project Fund		
Architectural/Engineering/Legal - St. James SE Area Improvements		175,480
Construction - St. James Area Improvements		1,754,799
Transfer to Wastewater Capital Project Fund		
Land - OIB WWTP Central/Rehab		3,520,000
Architectural/Engineering/Legal - OIB WWTP Central/Rehab		1,422,733
Total Grant Fund Expenditures	**$**	**27,741,111**

Section 4: The following revenues are anticipated to be available to complete the project:
ARP/CSLFRF Funds: $72,800

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 7th day of November, 2022.

_____

Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____

Daralyn Spivey, NCCCC
Clerk to the Board

Request Info	
Type	Budget Amendment
Description	ARPA Library Computer Project
Justification	Board Meeting 11/7/2022 - Appropriate federal revenues restricted in the amount of $72,800 for the ARPA Library Computer Project. Funding will support replacement of existing computer and monitor workstations that are at or beyond their useful lifespan within the Brunswick County Library system. Project will provide effective service delivery to the public sector to aid in internet access for job applications, government funding assistance programs, academic resources and reduce IT help-desk service problems.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
230010	464052	American Rescue Plan	American Rescue Plan	-72800	Decrease	Credit
230010	426205	American Rescue Plan	Computers - $500 - $4 999	72800	Increase	Debit

Total

Grand Total:	0

Request Info	
Type	Budget Amendment
Description	Co. Library Computer Reduction
Justification	Board Meeting 11/7/2022 - Reduce fund balance appropriation of $28,600 for Library Computer replacement. Computers will be purchased with American Rescue Plan Act (ARPA) funding providing effective service delivery to the public sector to aid in internet access for job applications, government funding assistance programs, academic resources and reduce IT help-desk service problems.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104210	426205	Information Technology	Computers - $500 - $4 999	-28600	Decrease	Credit
100000	399100	General Revenues	Fund Balance Appropriated	-28600	Decrease	Debit

Total

Grand Total:	-57200

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Program/Project #: 9
Program/Project Short Name: Replace Public Library Computers

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:	**Replace Library Public Computers**
Program/Project Description:	**The Library provides free broadband Internet access to all citizens of Brunswick County via our public computers. The current hand-me-down computers are at or beyond their lifespan and need replacing. These computers will be available to the public at no cost for Internet access to apply for jobs, apply for government assistance programs, for academic resources for students, and reduce IT help-desk service problems. There are 52 computers across all public libraries that will need to be replaced.**
Responsible Department:	**Library**
Program/Project Manager Name:	**Patricia Dew**
Total Amount Requested:	**$72,800**
Internal Account Code(s): (assigned by Finance)	**230010-426205**
Treasury Expenditure Category Level:	**3 Public Health-Negative Economic Impact: Public Sector Capacity**
Treasury Expenditure Category:	**3.4 Public Sector Capacity: Effective Service Delivery**
Location:	**Multiple**
Will project contain Program Income? (i.e., increased rates, expansion projects, sale of equipment, etc.)	**No**
Will there be additional county funding and post commitment? If yes, explain.	**No**

ELIGIBILITY REVIEW

Please select appropriate ARPA/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?

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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.

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)

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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 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

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 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

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Continued from prior page

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

☐ **Not on enumerated list (Must proceed to Box D.)**

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.)

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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).

Choose eligible EPA Program from drop-down box below:

Choose an item.

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 ARPA/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 #: 9
Program/Project Short Name: Replace Public Library Computers

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		Choose an item.		Effort Certification forms for reporting, payroll records, pay schedule, timesheets (non-exempt), ARPA Administrative Costs Log
200.431	Fringe Benefits		Choose an item.		Written benefits policy
200.475	Travel		Choose an item.		
200.439	Equipment & Other Capital **52 workstations (PC, monitor, keyboard, mouse)**	$72,800	Yes	100%	Additional justification for capital projects over $1M, COI documentation, procurement documentation, property management
200.453	Materials & Supplies		Choose an item.		Procurement documentation
200.318 & 200.92	Contractual Services & Subawards		Choose an item.		Sub/Contractor Classification Checklist, Agreements, COI, risk assessment, monitoring plan, procurement documentation
200.459	Consultants / Professional Services		Choose an item.		Agreements, COI documentation, procurement documentation
200.465	Occupancy (Rent & Utilities)		Choose an item.		Agreements, COI documentation, procurement documentation, program income
200.471	Telecommunications		Choose an item.		
200.473	Training & Education		Choose an item.		
200.413 (c)	Direct Administrative Costs		Choose an item.		
	Add'l Cost Item		Choose an item.		
	Add'l Cost Item		Choose an item.		
	Total Project Budget	**$72,800**			

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.		

Key Project Dates

Due Date	Task Type	Task Description	Status
06.30.2023	Project Task	Purchase of 52 workstations	Choose an item.
12.26.2026	Monitoring	Annual inventory monitoring	Choose an item.

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Program/Project #: 9
Program/Project Short Name: Replace Public Library Computers

Certification

I certify that I have reviewed the ARPA Policy (link), Final Rule, Final Rule Overview and ARPA 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. ARPA 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 ARPA, 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)

Legal to Complete

STATE LAW AUTHORITY:

G.S. 153A-263 County authority to fund public library systems.

ARPA EILIGIBILTY (Final Rule):

31 CFR 35.6(b)(3)(ii)(A)(9) Responding to the public health emergency or its negative economic impacts -- enumerated uses includes assistance to households and individuals by providing facilities and equipment to provide eligible assistance.

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Program/Project #:
Program/Project Short Name:

Signature Approvals

Patricia Dew	11/2/2022
Requester/Department Head (Email Approval Accepted)	Date
Haynes M. Brigman	11/2/2022
Designated ARPA Funding Manager (Email Approval Accepted)	Date
Robert V. Shaver, Jr.	11/2/2022
Legal	Date
Aaron C. Smith	11/2/2022
Director of Finance	Date
Steven T. Stone	11/2/2022
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. ARPA Committee MUST approve project template prior to agenda item being completed.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 13.

From:
Elizabeth Bynum

Sheriff's Office - 911 Board Grant Award Acceptance

Issue/Action Requested:
Request that the Board of Commissioners accept a grant award from the North Carolina 911 Board in the amount of $238,721.50 with no county match requirement. The funds will be used to replace the primary center's backup radio consolettes with twenty-three (23) consolettes.

Background/Purpose of Request:
This grant application was submitted and approved by the Board in May; the consolettes are eligible grant expenses but ineligible for the Electronic Telephone System Fund (ETSF). The consolettes are past end of life and in need of replacement.

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Amedndment appropriates state revenues restricted in the amount of $238,722 awarded from the North Carolina 911 Board for the FY23 PSAP grant for the Direct VIPER Connection Backup Radio System project.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners accept a grant award from the North Carolina 911 Board in the amount of $238,721.50 with no county match requirement. The funds will be used to replace the primary center's backup radio consolettes with twenty-three (23) consolettes.

ATTACHMENTS:

Description

- Grant Agreement
- Budget Amendment

Contract No.

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the **_____ day of the month of _____, 2022** by and between **Brunswick County** the **Grantee** and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the 911 Board (together "the Parties") hereby agree as follows:

WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407, 09 NCAC 06C .0400, and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to install a direct VIPER connection backup radio system, and

WHEREAS the 911 Board allocated funds for the purposes identified in the grant application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:

   a. Project: Direct VIPER Connection Backup Radio System.

   b. Deobligation: the 911 Board's cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.

   c. Executive Director: Executive Director of the 911 Board.

   d. Grant Funds: the amount authorized for award by the 911 Board, $238,721.50.

   e. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.

   f. Grantee: Brunswick County, notwithstanding G.S.§143C-6-23(a)(3).

   g. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined G.S. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.

   h. Interlocal agreement: Reserved.

   i. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury,

including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

j. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

k. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Scope of Project: To replace backend radio consolettes with twenty-three (23) consolettes, to include mounts and installation of each of the twenty-three (23) replacement consolettes. The grant shall only be used to pay for the portions of the project that are ETSF ineligible.

a. Grantee shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and which are not included in the Grant Funds allocated by the 911 Board, Grantee agrees it shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports as stated in Exhibit A.

c. Goals and objectives include:

1. Purchase of twenty-three (23) consolettes, to include eight (8) all band consolettes, and fifteen (15) 800/700MHz consolettes, which shall be installed in the Primary PSAP.
2. Purchase twenty-three (23) rack mounts for each of the new radio consolettes.
3. Install the twenty-three (23) new consolettes in the Primary PSAP, to include programming, testing, and implementation of the replacement consolettes.
4. Increase operability with surrounding emergency response resources and increase redundancy and security.
5. Adhere to rules for PSAP facilities and equipment within 09 NCAC 06C.0200, and for the use of grant funds, as stated within 09 NCAC 06C.0400. Incorporate applicable standards for mission-critical facilities published by the Federal

Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.

6. Coordinate technology purchases to facilitate the use of the State NG911 system, including GIS call routing.

7. Conduct thorough system(s) testing before acceptance.

d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.

e. Grantee shall submit a revised budget and work plan within sixty (60) days of signing this Agreement together with any changes from the Grant Application if there are changes to the budget or work plan. Revisions and work plan changes should identify project component details (as identified in the Grant Application) and costs identified in the Grant Application together with a timeline that includes component details. These revised documents must reflect any changes and special conditions of the Grant award. The budget must include any matching funds or funds from other sources and the anticipated time when such funds will be spent. Grantee shall identify potential or contingent sources of funding including but not limited to other grants during the term of this Agreement. The work plan should include a timeline and specific milestones and/or deliverables that will be used to measure interim progress and accomplishments of the project during the term of this Agreement. Grant Funds will not be released until these revised documents are approved by the 911 Board Executive Director.

f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the grant application and approved project budget.

g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.

h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in the Project.

a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.

b. Any work referred to in Paragraph 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.

c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.

d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.

e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.

4. Consolidation. Reserved.

5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 31 October 2023 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Paragraph 14; or amended by written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time.

6. Project Schedule. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

a. The Project is planned to be completed in three (3) phases of four (4) months each, with the entire project completed in twelve (12) months: 1) engineering and planning; 2) procurement and installation; 3) final testing, acceptance and clean up. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Paragraph 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.

b. Project timelines and milestones identified in the Grant Application are incorporated herein by reference.

c. The Brunswick County PSAP will continue to operate during the Project; therefore, there will be no disruption to 911 call taking and emergency dispatching services.

d. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the grant application and approved project budget.

7. Delivery of Grant Funds. The total Grant Funds equal Two Hundred Thirty-Eight Thousand Seven Hundred Twenty-One and 50/100 ($238,721.50) Dollars. Grant Funds shall be held by the 911 Board and delivered as follows:

a. Funds shall be released to Grantee after receiving copies of Grantee's contracts, purchase orders and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may

comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq*. and the Rules and policies of the 911 Board.

c. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

d. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*

e. In the event Grantee breaches any of the covenants or agreements contained in this Paragraph, or any of the representations and warranties of Paragraphs 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this subsection (e), to return Grant Funds and to refund sums, apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee.

f. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

g. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.

h. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant funds it has received to the Board.

i. As a condition of receiving the Grant, the Grantee must contribute general funds for ineligible costs as described in the Grant application. The general funds shall come

from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant application. All general funds shall be expended prior to fully expending Grant funds.

8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at http://www.osbm.state.nc.us. Original receipts for such expenses shall be retained by Grantee.

9. Independent Status of Grantee.

a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party; nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.

b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.

10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose, and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized for expenses incurred by Grantee prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Grant funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or

b. If the activities for which the Grant was awarded do not begin within three (3) months of the effective date of this Agreement.

If Grant funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.

c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.

d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.* and Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules and Regulations as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt, Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The County agrees it will repay grant funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Paragraph 28 below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii)

pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in G.S. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended grant funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified, or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with G.S. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of G.S. § 14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.

d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.

e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,

f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be

responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.

b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's grant application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,

b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,

c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq*. is relevant or material to the matter to be resolved,

d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Paragraph 28 below following the agreement to mediate,

e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation.

Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and

f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.

b. If the 911 Board finds that Grantee has used grant funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with the reporting requirements of this Agreement.

c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.

d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.

e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, grant application, and lastly by other subordinate documents in reverse order to their adoption.

f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. Personnel. Grantee represents that is has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be

necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2.

25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

a. That the Proprietary Information is protected as permitted by applicable law,

b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and

c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL.**" By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential,

the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party's confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: when deposited in the United States mails, first class, postage prepaid and properly addressed, or by e-mail, as follows:

If to the 911 Board:
Attn: L. V. Pokey Harris, Executive Director
N.C. 911 Board
P.O. Box 17209
Raleigh, NC 27609

Ph: 919-754-6621
E-Mail: pokey.harris@nc.gov

If to Grantee:
Attn: Kim Lewis, 911 Director
Brunswick County Sheriff's Office
80 Stamp Act Drive
Bolivia, NC 28422

Ph: 910-253-2570
E-Mail: kim.lewis@brunswicksheriff.com

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. **This Agreement will expire if not signed and returned to the 911 Board for countersignature no later than ninety (90) days from the date it was sent to Grantee.**

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Brunswick County

By: _____

Title: _____

Date: _____

ATTEST:

_____
Clerk to the Board

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

By: _____
Aaron C. Smith, Director of Fiscal Operations

APPROVED AS TO FORM

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

N.C. 911 Board

By: _____

Title: _____

Date: _____

Exhibit A
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed or incorporated herein and shall be revised consistent with progress reports and budgets for the Brunswick County PSAP.
4. Monthly Reports: The Grantee shall provide monthly reporting of contracts, purchase orders and other financial matters identified in Exhibit A Paragraph 1 above. These monthly reports shall be delivered beginning on 5 January 2023 and continue thereafter on the fifth day of each month for the term of the Agreement.
    a. The Grantee shall submit one copy of each report via email in Microsoft Word and in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator.
    b. The Grantee shall appear and provide presentations to the 911 Board during the term of this Agreement upon request of the 911 Board.
5. Interim Reports: Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Grantee shall inform the 911 Board as soon as the following types of conditions become known:
    a. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any Federal or other assistance needed to resolve the situation.
    b. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

c. Interim reports shall be delivered not less than annually.

6. Final Project Report

   a. The Grantee shall submit one copy of the final project report via email in Microsoft Word and in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period.

   b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the grant application were met. The final report shall be submitted within 45 days after the end of the project period, and shall be accompanied by supporting documentation for all expenditures of the grant funds.

7. Budgets and/or budget projections for subsequent years, as may be developed during the term of this Agreement, illustrating financial support to update and maintain the Project equipment.

Exhibit B
Grant Application

Grantee's grant application is incorporated by reference.

Request Info	
Type	Budget Amendment
Description	FY23 NC 911 Board PSAP Grant
Justification	Board Meeting November 7, 2022 - Appropriate state revenues restricted in the amount of $238,722 awarded from the North Carolina 911 Board for the FY23 PSAP grant for the Direct VIPER Connection Backup Radio System project. Funds will support replacement of 23 radio consolettes to include mounts and installation. The grant will only be used to pay for the portions of the project that are ETSF ineligible. Term begins on effective date through October 31, 2023.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
224376	332000	Emergency Telephone System	State Revenues - Restricted	238722	Increase	Credit
224376	455000	Emergency Telephone System	Cap Outlay-Equipment	238722	Increase	Debit

Total

Grand Total:	477444

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 14.

From: Sheriff's Office - 911 Center Phone System Contract Extension
Elizabeth Bynum

Issue/Action Requested:
Request that the Board of Commissioners approve a fourth extension of the existing 911 Center Phone System agreement with ePlus Group, Inc. for six months, maintaining the current monthly rate in the state 911 budget 224376.

Background/Purpose of Request:
The currently monthly rate will maintain of $8,934.09, and we are hopeful this is the final extension before we are able to replace the 911 Center's phone system that's been delayed due to issues including technical compatibility, logistics, etc.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
Funds available in the Emergency Telephone System Fund

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve a fourth extension of the existing 911 Center Phone System agreement with ePlus Group, Inc. for six months, maintaining the current monthly rate in the state 911 budget 224376.

ATTACHMENTS:

Description

- Fourth Extension Agreement

DocuSign Envelope ID: E980BD42-D746-4CA1-9F58-BBC604F07655

FOURTH EXTENSION AGREEMENT
TO SCHEDULE NO. 1 TO
MASTER LEASE AGREEMENT NCM140
DATED AS OF July 30, 2015
BETWEEN EPLUS GROUP, INC. AS LESSOR
AND COUNTY OF BRUNSWICK
AS LESSEE

Effective November 9, 2022, the parties hereto agree to further extend Schedule No. 1 (hereinafter referred to as the "Schedule") to the above-referenced Master Lease as follows:

1. The term of the Schedule has been extended for an additional six (6) months from the present maturity date of November 9, 2022 to a new maturity date of May 9, 2023 (hereinafter referred to as the "Fourth Extension Period").

2. The first payment during the Fourth Extension Period shall be due on November 9, 2022, and subsequent payments shall be due on the same day of each month thereafter with the last payment being due April 9, 2023.

3. The Monthly Rent during the Fourth Extension Period shall be $8,934.09.

All other terms and conditions of the Schedule to the Master Lease Agreement, shall remain in full force and effect as if set forth fully herein. This extension agreement must be executed by an authorized individual, and returned to Lessor by November 10, 2022. If this Fourth Extension Agreement is not returned by that date, new agreement dates may need to be drafted at the discretion of Lessor.

This Fourth Extension Agreement 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 Fourth Extension 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 Fourth Extension Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Extension Agreement to be executed as of this _____ day of November, 2022.

ePlus Group, Inc.
Lessor

BY: Jason Marsh

NAME: Jason Marsh

TITLE: VP Operations

County of Brunswick
Lessee

BY: _____

NAME: Randy Thompson

TITLE: Chairman, Board of Commissioners

ATTEST:

_____
Clerk to the Board

[SEAL]

DocuSign Envelope ID: E980BD42-D746-4CA1-9F58-BBC604F07655

"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

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 15.

From:
Elizabeth Bynum

Sheriff's Office - Motorola Solutions Agreement (Radio Consolettes)

Issue/Action Requested:
Request the Board of Commissioners award the contract to Motorola Solutions Inc. for the purchase of the radio consolettes awarded in the aforementioned 911 State Board Grant in the amount of $238,721.50 with no county match requirement.

Background/Purpose of Request:
As stated in previous agenda items and grant application, this contract and purchase will replace outdated radio consolettes in the primary 911 Center, which are the backup radio sources in the event of a VIPER outage. The funding source is the 911 State Board Grant and the purchase will be facilitated utilizing the North Carolina IT Procurement Contract 725G.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Previous agenda item included grant application and budget amendment appropriating state revenues restricted in the amount of $238,722 awarded from the North Carolina 911 Board.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners award the contract to Motorola Solutions Inc. for the purchase of the radio consolettes awarded in the aforementioned 911 State Board Grant in the amount of $238,721.50 with no county match requirement.

ATTACHMENTS:

Description

- Goods and Services Agreement

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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 State Contract No. 725G ("State 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 11/07/2022 (the "Effective Date") and continues in effect until 10/31/2023, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

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

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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 State 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

DocuSign Envelope ID: 92E1EA49-C5B7-4A78-9C89-EF27304BC5DB

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: 10/26/2022

"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

09/02/2022

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.

DocuSign Envelope ID: 92E1EA49-C5B7-4A78-9C89-EF27304BC5DB

MOTOROLA SOLUTIONS

QUOTE-1741277

09/02/2022

BRUNSWICK, COUNTY OF
PO BOX 9
BOLIVIA, NC 28422

Dear ,

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 Mike Cavalluzzi at mikecavalluzzi@callmc.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,

Mike Cavalluzzi

Motorola Solutions Manufacturer's Representative

DocuSign Envelope ID: 92E1EA49-C5B7-4A78-9C89-EF27304BC5DB

MOTOROLA SOLUTIONS

QUOTE-1741277

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

Quote Date:09/02/2022
Expiration Date:11/30/2022
Quote Created By:
Mike Cavalluzzi
mikecavalluzzi@callmc.com

End Customer:
BRUNSWICK, COUNTY OF

Contract: 19144 - 725G NORTH CAROLINA, STATE OF (NON-ARIBA BASED POS)
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ Consolette				
1	L37TSS9PW1AN	ALL BAND CONSOLETTE	23	$10,684.25	$245,737.75
1a	G90AC	ADD: NO MICROPHONE NEEDED APX	23		
1b	GA00469AA	ENH:EXTENDED DISPATCH APX CONSOLETT	23		
1c	GA00580AA	ADD: TDMA OPERATION	23		
1d	CA01598AB	ADD: AC LINE CORD US	23		
1e	G51AT	ENH:SMARTZONE	23		
1f	L999AG	ADD: FULL FP W/E5/KEYPAD/ CLOCK/VU	23		
1g	G806BL	ENH: ASTRO DIGITAL CAI OP APX	23		
1h	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	23		
1i	G361AH	ENH: P25 TRUNKING SOFTWARE APX	23		
1j	G78AR	ADD: 3Y ESSENTIAL SERVICE	23		
2	HKN6233C	APX CONSOLETTE RACK MOUNT KIT	23	$150.00	$3,450.00
	Product Services				

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

DocuSign Envelope ID: 92E1EA49-C5B7-4A78-9C89-EF27304BC5DB

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
3	LSV00Q00203A	DEVICE INSTALLATION	23	$100.00	$2,300.00
4	Incentive	Additional Discount Based on Brunswick County Bulk Purchase. Must be purchased prior to 11/30/2022 Expiration Date: 11/30/2022	1	-$12,766.25	-$12,766.25

Grand Total $238,721.50(USD)

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.

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

DocuSign Envelope ID: 92E1EA49-C5B7-4A78-9C89-EF27304BC5DB

MOTOROLA SOLUTIONS

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

DocuSign Envelope ID: 92E1EA49-C5B7-4A78-9C89-EF27304BC5DB

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			TB2641005169072	07/01/2022	07/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$250,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			AS2-641-005169-012	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WA764D005169082 All Other States	07/01/2022	07/01/2023	X PER STATUTE OTH-ER	
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		WC7641005169092 WI	07/01/2022	07/01/2023	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$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
November 7, 2022

Action Item # V. - 16.

From: Sheriff's Office - Wellpath Amendment for Inmate Health Services
Elizabeth Bynum

Issue/Action Requested:
Request the Board of Commissioners approve the first amendment to the inmate health services agreement provided by Wellpath, LLC. This amendment adjusts the annual contract from $1,388,183.00 annually to $1,429,828.49 annually, which was part of the FY23 budget request.

Background/Purpose of Request:
The agreement with Wellpath in FY22 provided for provisions of annual increases in the contract to account for CPI increases, which is pretty standard for these types of services. The increases also had to be mutually agreed upon by both parties. The contract states there will be monthly invoices, and that new monthly rate will be $119,152.37 per month.

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the first amendment to the inmate health services agreement provided by Wellpath, LLC. This amendment adjusts the annual contract from $1,388,183.00 annually to $1,429,828.49 annually, which was part of the FY23 budget request.

ATTACHMENTS:

Description

- First Amendment

October 28, 2022

Brian Chism
Brunswick County Sheriff's Office
70 Stamp Act Drive
Bolivia, NC 28422

FIRST AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH SERVICES AT BRUNSWICK COUNTY, NORTH CAROLINA EFFECTIVE NOVEMBER 1, 2022

Re: First Amendment to the Agreement to Inmate Health Care Services at Brunswick County

Greetings Mr. Chism:

Wellpath LLC ("Wellpath") is proud to partner with Brunswick County and we strive to provide quality services that exceed your expectations.

The current term of our contract will end October 31, 2022. Per Section 9.0 of the Agreement for Inmate Health Care Services at Brunswick County (the "Agreement"), the Agreement shall automatically renew for two additional one-year periods on November 1 through October 31 of each subsequent year with mutually agreed upon increases unless terminated by either party.

As set forth in Sections 9.0.1 and 9.0.1.1, upon each subsequent renewal, the Parties shall negotiate an increase in accordance with the Consumer Price Index (CPI) for all Urban Consumers, US City Average, Medical Care Services Component, not to fall below 3.0%. While this index is currently 5.6% for August 2022, in the spirit of partnership, Wellpath agrees to a 3.0% increase for the 2022-23 contract year.

Therefore, application of the 3.0% increase revises the base annual amount for professional health care services rendered at the Brunswick County Detention Center for the period of November 1, 2022 through October 31, 2023 from $1,388,183.00 annually to **$1,429,828.49** annually, **$119,152.37** per month.

As such, the Agreement shall be amended as follows by deleting Section 8.0 of the Agreement in its entirety and inserting the following language in lieu thereof:

> 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base amount to be paid by the County to Wellpath from November 1, 2022 through October 31, 2023 is $1,429,828.49, payable in equal monthly installments of $119,152.37, pro-rated for any partial months and subject to any reconciliations set forth below. Each monthly payment is to be paid by the County to Wellpath before or on the 1st day of the month of the month of service.

If the County agrees, please have this letter signed by a duly authorized representative of the County in the space provided and email a signed copy to Rosie Wuerfel, Retention Specialist, at ***twuerfel@wellpath.us.*** Pursuant to Section 11.21, this letter shall serve as the First Amendment to the Agreement upon written consent of all Parties. All other terms of the current Agreement, including any changes detailed above, shall remain in full force and effect through the end of the contract period.

Wellpath®
3340 Perimeter Hill Dr.
Nashville, TN 37211
www.wellpathcare.com

We look forward to another successful year working together. Please feel free to contact Christopher Mosley, Regional Director of Operations, at 404-595-7921 with any additional questions or concerns you may have.

Sincerely,

Stan Wofford
Regional Vice President

CC: Major Tommy Tolley, Jail Administrator
Christopher Mosley, Regional Director of Operations

AGREED TO AND ACCEPTED AS STATED ABOVE:

Brunswick County, North Carolina	**Wellpath, LLC**
By: _____	**By:** _____
Name: _____	**Name:** Cindy P. Watson
Title: _____	**Title:** President, Local Government Healthcare
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

Wellpath®
3340 Perimeter Hill Dr.
Nashville, TN 37211
www.wellpathcare.com

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 17.

From:
Soil and Water

Soil & Water - NRCS Agricultural Land Easement Application FY23 Funding Round

Issue/Action Requested:
Requesting the approval of the Board of Commissioners to reapply for the NRCS Agricultural Land Easement grant as presented at the March 21, 2022 Commissioners Meeting with updated FY23 forms.

Background/Purpose of Request:
Following approval at the March 21, 2022 Commissioners meeting, the Brunswick Soil and Water Conservation District applied for grant funding for the purchase of a Conservation easement through the NRCS Agricultural Land Easement grant program. The application submitted was outside of the application period. As such, the FY22 application has been deferred to the FY23 funding round and will require updated application material.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the approval of the Board of Commissioners to reapply for the NRCS Agricultural Land Easement grant as presented at the March 21, 2022 Commissioners Meeting with updated FY23 forms.

ATTACHMENTS:

Description

- NRCS FY23 funding letter
- March 21-22 Agenda item

USDA
United States Department of Agriculture

Natural Resources
Conservation Service

North Carolina
State Office

4407 Bland Road
Suite 117
Raleigh, NC 27609
Voice 919-873-2100
Fax 844-325-6833

October 21, 2022

Mr. Elliot Swain
Brunswick County Government
P. O. Box 249
Bolivia, NC 28422

Re: Application No.: 544532223AY, Parcel Name: Bellamy

Dear Mr. Swain:

Thank you for your interest in the long-term protection of our Nation's valuable natural resources through the Agricultural Conservation Easement Program (ACEP). We have received and reviewed your ACEP application and regret to inform you that we are unable to fund your application at this time. The North Carolina Natural Resources Conservation Service (NC NRCS) received numerous ACEP applications and did not have sufficient funds to approve your application.

You and the landowner have an opportunity for funding next fiscal year (FY23). You can defer your FY22 application with any application changes that are required for FY23 applications specified on the North Carolina ACEP website ACEP Agricultural Land Easement | NRCS North Carolina (usda.gov). The deadline to submit an updated application is November 18, 2022. Your application will be cancelled if we do not receive an updated application by November 18, 2022.

There are no appeal rights associated with this determination for the following reasons:

- Denial of assistance based on a lack of sufficient program funds are not appealable (7 Code of Federal Regulations (CFR) Sec. 614.4(a)(5)).
- Denial of assistance based on ranking is not appealable (7 CFR Sec. 614.4(a)(1)(i)).

If you feel that appeal rights have been inappropriately denied, you may request a review from the National Appeal Division (NAD). Requests for appealability review must be made in writing no later than 30 days from the date that you received this notification. Your request must include a copy of this notice and a summary of your reasons as to why the decision should be appealable. Send your request to the applicable NAD regional office, which can be found at http://www.nad.usda.gov/contact_us.html, and provide a copy of your request to the NRCS address listed above.

The Natural Resources Conservation Service
is an agency of the Department of Agriculture's
Farm Production and Conservation (FPAC).

An Equal Opportunity Provider, Employer and Lender.

Thank you for your interest in protecting and restoring our valuable agricultural and wetland resources. If you have any questions regarding your application, please contact Brian Loadholt, easement coordinator, at (919) 873-2160 or by email at brian.loadholt@usda.gov.

Sincerely,

Julius George
Assistant State Conservationist for Programs

cc:
Brian Loadholt, easement coordinator, NRCS, Raleigh, NC
Terry Foreman, management and program analyst, NRCS, Raleigh, NC

Brunswick County Board of Commissioners

ACTION AGENDA ITEM

March 21, 2022

Action Item # V. - 15.

From:
Elliot Swain

Soil and Water Grant Evaluations

Issue/Action Requested:
The Brunswick Soil and Water Conservation District is requesting the approval for Agricultural Development and Farmland Preservation Trust Fund and NRCS Agricultural Land Easement grant applications for a conservation easement, and Environmental Educators of North Carolina mini grant.

Background/Purpose of Request:
At the Districts November Board meeting, district supervisors moved to agree to hold a conservation easement for Bellamy Family Farm, LLC and assist with conservation easement grant applications with the North Carolina Agricultural Development and Farmland Preservation Trust Fund and The Natural Resources Conservation Services Agricultural Land Easements program. The purpose of the conservation easement grants are for the purchase of the development rights for the farm located at 1330 Hickman Rd NW Calabash, NC. Parcel ID 2240000901 with The Brunswick Soil and Water Conservation District as the grantee.

The purpose of the Environmental Educators of North Carolina mini grant is to assist in the development of a Plant Life Cycle education program for Brunswick County 6th grade students.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend approval for Agricultural Development and Farmland Preservation Trust Fund and NRCS Agricultural Land Easement grant applications for a conservation easement, and Environmental Educators of North Carolina.
mini grant.

ATTACHMENTS:

Description

- Conservation Easement ADFP Grant Evaluation Form and Supporting Documents
- NRCS ALE Grant Evaluation Form and Supporting Documents
- Environmental Educators of North Carolina Mini Grant Evaluation

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 18.

From:
Trent Murphy

Utilities - Camera and Door Security System - NC Sound (Trent Murphy, Purchasing Manager)

Issue/Action Requested:
Request that the Board of Commissioners approve a budget amendment for the purchase of a camera/security system for the Utilities Operation Center (UOC) for $21,666.02 and a door access control system for $38,446.19 from North Carolina Sound of Goldsboro, LLC in accordance with NCGS 143-129.

Background/Purpose of Request:
The Utilities Operations Center has a camera system and door access system that was installed several years ago and is now obsolete. The software is out of date and cannot be updated because it is no longer supported. As a result, the UOC has limited ways to restrict access to the buildings and property and limited surveillance capability. The County IT department purchased a camera system for Building I in September 2021 from North Carolina Sound of Goldsboro, LLC. North Carolina Sound of Goldsboro, LLC., was invited to quote a camera system and door access control system for the UOC. Public Utilities collaborated with the County's IT group to assist in reviewing the quote and ensuring its compatibility with existing County systems. NCGS 143-129 (e) (6) states bidding requirements may be exempt from competitive bidding due to standardization or compatibility if it is the overriding consideration.

Staff recommends approving the budget amendment and the purchase of camera/security system for $21,666.02 and door access control system for $38,446.19 from North Carolina Sound LLC., in accordance with NCGS 143-129 (e) (6).

Fiscal Impact:
Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Amendment appropriates water retail revenues for the purchase of camera-security system for Utilities Operations Center and door access control system from North Carolina Sound.

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that that the Board of Commissioners approve a budget amendment for the purchase of a camera/security system for the Utilities Operation Center (UOC) for $21,666.02 and a door access control system for $38,446.19 from North Carolina Sound of Goldsboro, LLC in accordance with NCGS 143-129.

ATTACHMENTS:

Description

- Utilities - Camera System Quote - Attach 1
- Utilities - Access Control Quote - Attach 2

- Sole Source Resolution
- Goods and Services Agreement
- Budget Amendment

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, October 20, 2022

Prepared by Chris Jordan
cjordan@ncsound.org

Proposal: 21455
Created: 10/20/2022
Printed: 10/20/2022

Quantity	Description	
- Materials Only		
1	VI Server 12TB	
3	1080p H.265 Outdoor Vandal Dome Super Dynamic HD Network Camera w/ IR LED 9-21mm Telephoto	
2	5MP Indoor 360-degree Fisheye Network Camera	
6	5MP Sensor Outdoor Vandal Resistant 360 Dome Camera	
6	Outdoor Wall Corner Mount Bracket for WV-SFV..., WV-CW..., WV-S25...	
1	Misc. Material Cost	
- Materials Only		**$15,682.67**
Shipping/Freight		
1	Shipping/Freight	
Shipping/Freight		**$257.40**
Installation Labor		
70.00	EST Labor	
10.00	Technician Labor	
5.00	Systems Engineer Labor	
Installation Labor		**$4,650.00**

Your Price:	**$20,590.07**
Sales Tax	$1,075.95
SubTotal:	**$21,666.02**
Total:	**$21,666.02**

Prices are firm until 12/19/2022 Terms: Net 30

Quoted by: Chris Jordan, cjordan@ncsound.org **Date:** 10/20/2022

Furnish and install a VI/ I Pro camera system to provide coverage of the existing 21 cameras. This system will include one (1) 12TB Rack mounted server, eleven (11) IP cameras and associated mounts. NC Sound will remove the existing cameras, their the associated flex conduit and will caulk as required. NC Sound will provide up to five (5) hours of training on this system. It is understood that the existing network cabling will be reused and that the pulling of new cable is not included in this proposal.

Not Included in this Quote:
Network cabling
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.

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.

Proprietary Information/Non Disclosure

This proposal, and any proposed designs, plans and specifications which have been or may have been provided by NCS that are related to the project related to this quotation (a) are proprietary to NCS, (b) may not be used or copied for any purpose than your evaluation of this quotation and any work performed by NCS following your acceptance of this quotation.

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

Prepared especially for

Brunswick County Government Complex

On Thursday, October 20, 2022

Prepared by Chris Jordan
cjordan@ncsound.org

Proposal: 21454
Created: 10/20/2022
Printed: 10/20/2022

Quantity	Description	
- Materials Only		
1	Dual technology 8KB SEOS Cards 100 Pk (5106)	
1	Database Partitioning License for NetBox Extreme, Enterprise Select/Ultra2 and Enterprise Exacta 50/100 Systems	
1	License for the first Active Directory	
1	NetBox Virtual Machine -16 portal license supports up to 10 users, 64 S2 Nodes and 40,000 card holders.	
1	Netbox Photo ID 2 License for systems with 4 or 16 portals	
1	6A Power Supply w/ ACM8	
2	Access Control Application Blade 2 Reader, 4 Input & output, 1Pk	
1	Network Node Wall Mounted with 1 AMC Blade	
1	1" Gap Surface Mount Mini Aluminum Swutch Set, 10Pk	
1	3/4" Wide Gap Steel Door Recessed Switch Sets,10Pk, Gray	
5	Request to Exit PIR, White	
4	Allegion Mullion Reader Wall Mounted	
1	Allegion Mullion Reader Wall Mounted with Key Pad	
2,000	Access Control Complete Design, 1000', Yellow	
50	Beam Clamp 1/4" Light Weight	
50	J Hook 3/4" Flat for Wall Mount 16 4-Pair UTP	
1	Misc. Material Cost	
- Materials Only		**$26,945.72**
Shipping/Freight		
1	Shipping/Freight	
Shipping/Freight		**$357.50**
Installation Labor		
60.00	EST Labor	
60.00	Technician Labor	
30.00	Programming and Training Labor	
Installation Labor		**$9,300.00**

Your Price:	**$36,603.22**
Sales Tax	$1,842.97
SubTotal:	**$38,446.19**
Total:	**$38,446.19**

Prices are firm until 12/19/2022 Terms: Net 30

Quoted by: Chris Jordan, cjordan@ncsound.org **Date:** 10/20/2022

NC Sound will furnish and install a S2 door access system to support 5 existing doors. The system is expandable up to 16 doors. Each door will get a new door access cable pulled from the MDF, request to exit sensor, door position switch and card reader. The front door will receive a combo card reader/keypad. NC Sound will provide all programing and up to 4 hours of training on the system.

This quote includes a Virtual server spin up, with licensing for Enterprise partitioning and one badge printer station. A box of dual frequency cards have been included to allow access across multiple county buildings.

This quote includes AActive Directory license and setup.

Not Included in this Quote:

Owner to provide 120v electrical power
Existing POE Switch to be used
Existing Strikes and Mag lock to be used
Existing Badge printer to be used
Owner to provide network Support
Owner to provide PC for badge printing

.

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.

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.

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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.

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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.

County of Brunswick

Office of the County Commissioners

RESOLUTION AUTHORIZING PURCHASE OF SECURITY CAMERA AND DOOR ACCESS CONTROL SYSTEM FOR THE BRUNSWICK COUNTY UTILITIES OPERATIONS CENTER 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 existing security camera and door access control system at the Brunswick County Utilities Operations Center are obsolete and in need of replacing; and

WHEREAS, various security and door access systems at other Brunswick County buildings, including at the Brunswick County Government Complex and Brunswick County Courthouse, have recently been upgraded; and

WHEREAS, it is recommended that the security camera and door access control system for the Utilities Operations Center be installed to integrate with the existing systems used throughout multiple other Brunswick County Government buildings; and

WHEREAS, to effectively integrate the new security camera and door access control system with existing infrastructure, the security camera and door access control system should be purchased from and installed by North Carolina Sound of Goldsboro, LLC for standardization and compatibility; and

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

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

Adopted this the 7th day of November, 2022.

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____
Daralyn Spivey, NCCCC
Clerk to the Board

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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 North Carolina Sound of Goldsboro, LLC, (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 Proposal: 21454 attached hereto as Exhibit "A" and Proposal: 21455 attached hereto as Exhibit "B," both of which are 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 11/08/2022 (the "Effective Date") and continues in effect until 11/07/2023, unless sooner terminated as provided herein. 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 County to make payments under this Agreement for a given fiscal year, County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such

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event, County will promptly notify Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

County agrees to pay costs as specified in Exhibit "A" and Exhibit "B" or as set out above for the satisfactory completion of the Project. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all products 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, 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, 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 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 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 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;

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(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;

(4) 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;

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

(6) Provider will provide all goods and perform all work in conformity with the specifications and requirements of this Agreement;

(7) The goods and 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);

(8) 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;

(9) 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

(10) Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by County with respect to rules, regulations, policies and security procedures applicable to work on 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

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.

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or

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its subcontractors. In the event that Provider causes damage to 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 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 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, 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.

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

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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.

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

(1) **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, 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 County's cost of obtaining the goods and/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.

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(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.

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 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.

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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 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.

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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.

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

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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 Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider 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

ii. For the Provider: North Carolina Sound of Goldsboro, LLC
5413 US Hwy 117 North
Pikeville, NC 27863

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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

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

NORTH CAROLINA SOUND OF GOLDSBORO, LLC

By: Chris Jordan

Printed Name: Chris Jordan

Title: VP of Operations

Date: 10/28/2022

"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

DocuSign Envelope ID: 39FE084B-2EEA-4749-936B-388D18495F6A

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, October 20, 2022

Prepared by Chris Jordan
cjordan@ncsound.org

Proposal: 21454
Created: 10/20/2022
Printed: 10/20/2022

DocuSign Envelope ID: 39FE084B-2EEA-4749-936B-388D18495F6A

Quantity	Description	
- Materials Only		
1	Dual technology 8KB SEOS Cards 100 Pk (5106)	
1	Database Partitioning License for NetBox Extreme, Enterprise Select/Ultra2 and Enterprise Exacta 50/100 Systems	
1	License for the first Active Directory	
1	NetBox Virtual Machine -16 portal license supports up to 10 users, 64 S2 Nodes and 40,000 card holders.	
1	Netbox Photo ID 2 License for systems with 4 or 16 portals	
1	6A Power Supply w/ ACM8	
2	Access Control Application Blade 2 Reader, 4 Input & output, 1Pk	
1	Network Node Wall Mounted with 1 AMC Blade	
1	1" Gap Surface Mount Mini Aluminum Swutch Set, 10Pk	
1	3/4" Wide Gap Steel Door Recessed Switch Sets,10Pk, Gray	
5	Request to Exit PIR, White	
4	Allegion Mullion Reader Wall Mounted	
1	Allegion Mullion Reader Wall Mounted with Key Pad	
2,000	Access Control Complete Design, 1000', Yellow	
50	Beam Clamp 1/4" Light Weight	
50	J Hook 3/4" Flat for Wall Mount 16 4-Pair UTP	
1	Misc. Material Cost	
- Materials Only		**$26,945.72**
Shipping/Freight		
1	Shipping/Freight	
Shipping/Freight		**$357.50**
Installation Labor		
60.00	EST Labor	
60.00	Technician Labor	
30.00	Programming and Training Labor	
Installation Labor		**$9,300.00**

Your Price:	**$36,603.22**
Sales Tax	$1,842.97
SubTotal:	**$38,446.19**
Total:	**$38,446.19**

Prices are firm until 12/19/2022 Terms: Net 30

Quoted by: Chris Jordan, cjordan@ncsound.org **Date:** 10/20/2022

NC Sound will furnish and install a S2 door access system to support 5 existing doors. The system is expandable up to 16 doors. Each door will get a new door access cable pulled from the MDF, request to exit sensor, door position switch and card reader. The front door will receive a combo card reader/keypad. NC Sound will provide all programing and up to 4 hours of training on the system.

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This quote includes a Virtual server spin up, with licensing for Enterprise partitioning and one badge printer station. A box of dual frequency cards have been included to allow access across multiple county buildings.

This quote includes AActive Directory license and setup.

Not Included in this Quote:

Owner to provide 120v electrical power
Existing POE Switch to be used
Existing Strikes and Mag lock to be used
Existing Badge printer to be used
Owner to provide network Support
Owner to provide PC for badge printing

.

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.

DocuSign Envelope ID: 39FE084B-2EEA-4749-936B-388D18495F6A

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.

DocuSign Envelope ID: 39FE084B-2EEA-4749-936B-388D18495F6A

EXHIBIT "B"

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, October 20, 2022

Prepared by Chris Jordan
cjordan@ncsound.org

Proposal: 21455
Created: 10/20/2022
Printed: 10/20/2022

DocuSign Envelope ID: 39FE084B-2EEA-4749-936B-388D18495F6A

Quantity	Description	
- Materials Only		
1	**VI Server 12TB**	
3	**1080p H.265 Outdoor Vandal Dome Super Dynamic HD Network Camera w/ IR LED 9-21mm Telephoto**	
2	**5MP Indoor 360-degree Fisheye Network Camera**	
6	**5MP Sensor Outdoor Vandal Resistant 360 Dome Camera**	
6	**Outdoor Wall Corner Mount Bracket for WV-SFV..., WV-CW..., WV-S25...**	
1	**Misc. Material Cost**	
- Materials Only		**$15,682.67**
Shipping/Freight		
1	**Shipping/Freight**	
Shipping/Freight		**$257.40**
Installation Labor		
70.00	**EST Labor**	
10.00	**Technician Labor**	
5.00	**Systems Engineer Labor**	
Installation Labor		**$4,650.00**

Your Price:	**$20,590.07**
Sales Tax	$1,075.95
SubTotal:	**$21,666.02**
Total:	**$21,666.02**

Prices are firm until 12/19/2022 Terms: Net 30

Quoted by: Chris Jordan, cjordan@ncsound.org **Date:** 10/20/2022

Furnish and install a VI/ I Pro camera system to provide coverage of the existing 21 cameras. This system will include one (1) 12TB Rack mounted server, eleven (11) IP cameras and associated mounts. NC Sound will remove the existing cameras, their the associated flex conduit and will caulk as required. NC Sound will provide up to five (5) hours of training on this system. It is understood that the existing network cabling will be reused and that the pulling of new cable is not included in this proposal.

Not Included in this Quote:
Network cabling
Owner to provide 120v electrical power
Existing POE Switch to be used
Owner to provide network Support

.

Accepted by: _____ **Date:** _____

DocuSign Envelope ID: 39FE084B-2EEA-4749-936B-388D18495F6A

Supply Chain Delays and Shortages

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Proprietary Information/Non Disclosure

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Request Info	
Type	Budget Amendment
Description	Security door access system
Justification	Board Meeting 11/07/2022-Appropriate Water Sales Retail revenues for the purchase of camera-security system for Utilities Operations Center and door access control system from North Carolina Sound.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
617110	371316	Water - Administration	Water Sales-Retail	60113	Increase	Credit
617110	459000	Water - Administration	Cap Outlay-Improvements	60113	Increase	Debit

Total	
Grand Total:	120226

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 19.

From:
Brent Lockamy, PE

Utilities - Navassa Wastewater Collections System Rehab - McGill and Associates (Brent Lockamy, PE - Deputy Director)

Issue/Action Requested:
Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Professional Services agreement with McGill Associates, PA in the amount of $327,000 for engineering services, construction administration, and grant administration associated with the grant funded Navassa Wastewater Collection System Rehabilitation Project.

Background/Purpose of Request:
At the April 19, 2021, Board of Commissioners Meeting, the Board accepted the Clean Water State Reserve Fund grant in the amount of $2,852,818 and Drinking Water State Revolving Fund principal forgiveness loan in the amount of $2,218,967 to repair the recently acquired Navassa utility system.

Withers-Ravenel completed the initial engineering reports and submitted those to the State. A Request for Qualifications (RFQ) for design services associated with the repair and replacement of wastewater system components identified as part of the initial engineering report was advertised on July 7, 2022, with responses received on August 8, 2022.

Four Statement of Qualifications (SOQ) responses were received. Staff reviewed all SOQs and determined McGill and Associates to be the most qualified.

This contract will allow McGill to develop design plans and bidding documents, perform construction administration, and manage grant funding for the repair and/or replacement of items found during the initial phase investigations associated with the wastewater collection system. This cost is to be paid for through the above stated grant fund.

Consequently, staff recommends the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Professional Services contract with McGill and Associates in the amount of $327,000.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funding available in the Navassa Wastewater Collection System Rehabilitation Project

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Professional Services agreement with McGill Associates, PA in the amount of $327,000 for engineering

services, construction administration, and grant administration associated with the grant funded Navassa Wastewater Collection System Rehabilitation Project.

ATTACHMENTS:

Description

- Professional Services Agreement

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NORTH CAROLINA

BRUNSWICK COUNTY

PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL, ENGINEERING AND/OR SURVEYING SERVICES (Mini-Brooks Act/Qualification Based Selection) [Federal Funding]

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County" or "Owner"), party of the first part and McGill Associates, P.A., (hereinafter referred to as "Provider" or "Engineer"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

Provider agrees to perform the services (hereinafter referred to as the "Services") in connection with the project (hereinafter referred to as the "Project") at the agreed upon fees, all as more fully 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; TIME OF COMPLETION

The term of this Agreement begins one (1) business day after approval by the Brunswick County Board of Commissioners (the "Effective Date") and continues in effect until completion of the Project as set forth on Exhibit "A" attached hereto.

3. TERMINATION

County may terminate this Agreement at any time without cause by giving written notice to Provider. County may set the effective date of termination at a time up to thirty (30) days following notice to Provider to allow Provider ample time to complete tasks for which value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks and/or to assemble Project materials in orderly files. 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

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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.

4. BRUNSWICK COUNTY GENERAL CONDITIONS OF THE CONTRACT

If applicable, this Agreement, in addition to any construction documents prepared hereunder, shall be subject to the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts), unless County directs otherwise. In the event of a conflict between the General Conditions of the Contract and this Agreement, this Agreement shall prevail.

5. NONAPPROPRIATION

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

6. COMPENSATION

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 forty-five (45) 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, 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, 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.

7. 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 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 County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

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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 Provider is responsible for all income taxes and social security payments thereon.

8. OPINIONS OF COST

If applicable, Provider shall provide opinions of probable construction costs, including but not limited to, designer fees, costs of construction, costs of equipment, furnishings, signage, permit fees and appropriate contingencies, at Project intervals determined by County. Such opinions of costs shall be representative of Provider's best judgment as an experienced and qualified professional generally familiar with the construction industry. The parties acknowledge that actual bids, proposals and costs may vary from Provider's opinions of costs based on the cost of labor, materials, equipment or services furnished by others, differing methods for determining prices, competitive bidding or other market conditions. When requested by County, Provider shall participate in rebidding, renegotiation and design adjustments to the extent such are necessary to reduce Project costs. Such services shall be performed by Provider without additional compensation.

9. PERMITS AND APPROVALS

If applicable, Provider shall provide County with a schedule of all required approvals and the dates by which application for such approvals must be made in order to avoid any risk of delay to the Project. Provider shall prepare the necessary application forms, present documents requiring approval by County and submit documents with County approval to appropriate federal, state and local government or other agencies in a timely manner.

10. ENVIRONMENTAL CONDITIONS

County shall disclose to Provider the existence of all known and suspected hazardous substances, including, without limitation: asbestos; polychlorinated biphenyls (PCBs); petroleum; hazardous waste; or radioactive material located at or near the site where the Services are to be performed. If Provider discovers any undisclosed hazardous substances, or if investigative or remedial action or other professional services are necessary, Provider may, at its option and without liability for damages, suspend performance of the Services hereunder until County: (1) retains an appropriate specialist consultant or contractor to identify and, as appropriate, abate, remediate or remove the hazardous substances; and (2) warrants that the site where the Services are to be performed are in full compliance with applicable laws and regulations. Notwithstanding the foregoing, if the presence of any hazardous materials adversely affects the performance of Provider's duties under this Agreement, then Provider shall have the option of: (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause upon thirty (30) days' written notice to County.

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11. 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;

(4) 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;

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

(6) Provider has not engaged in corrupt, fraudulent or coercive practices in competing for or executing this Agreement;

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

(8) 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);

(9) 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;

(10) Provider shall be responsible for all errors, omissions or deficiencies in technical accuracy in any drawings, specifications or other documents prepared or services rendered by Provider, its subcontractors or consultants and shall correct, at no additional cost to County, any and all errors, omissions, discrepancies, ambiguities, mistakes, deficiencies or conflicts;

(11) 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

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(12) Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by County with respect to rules, regulations, policies and security procedures applicable to work on 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.

12. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgment that federal financial assistance will 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.

13. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors or consultants. In the event that Provider causes damage to 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.

14. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

15. NON-EXCLUSIVITY

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

16. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

17. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors or 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

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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.

18. 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.

19. 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:

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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

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

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Provider is notified of such by a subcontractor at any tier or by any other source, Provider shall report the information in paragraph (4)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 (4)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 (4)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.

(5) *Subcontracts.* Provider shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

20. 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.

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21. 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 authorized representatives from 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 representatives of the federal government, including the Comptroller General of the United States.

22. 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 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.

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23. INDEMNIFICATION

Provider shall 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 (collectively, "Claims") which may be brought or made against County or which County must pay and incur arising out of this Agreement should fault or negligence on the part of Provider or its subcontractors or consultants be the proximate cause of such Claims. Provider shall be fully responsible to County for the acts and omissions of its subcontractors or consultants and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

24. 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.

25. 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.

26. 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.

27. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense, and shall ensure that any of its consultants maintains 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.

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28. 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.

29. REMEDIES

(1) **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should 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

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of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

30. 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 County, that all taxes and other charges are being properly paid.

31. 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.

32. 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 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

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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 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,

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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 assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

33. 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 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.

34. 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

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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.

35. 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.

36. 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.

37. 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.

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(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 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.

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38. 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 or consultants 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 and consultants to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

39. 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:

(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

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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.

40. OWNERSHIP OF WORK PRODUCT

(1) All work product created by Provider pursuant to this Agreement, including, without limitation, design drawings, construction documents, photographs and models and any derivative works and compilations, and whether or not such work product is considered a "work made for hire" or an employment to invent (hereinafter referred to collectively as "Work Product") shall be the exclusive property of County. County and Provider agree that such original works of authorship are "works made for hire" of which County is the author within the meaning of the United States Copyright Act. To the extent that County is not the owner of the intellectual property rights in and to such Work Product, Provider hereby irrevocably assigns to County any and all of its rights, title and interest in and to all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine. Upon County's request, Provider shall execute such further documents and instruments or obtain such documents from third parties, including consultants and subcontractors, if applicable, necessary to fully vest such rights in County. Provider forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 U.S.C. § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) In the event the use of any of Provider's intellectual property, including any derivative work created with the use of third-party intellectual property, is necessary for the use of any Work Product, Provider hereby grants to County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the intellectual property for the purposes set forth in this Agreement and will ensure that any third-party grants the same.

(3) County may use Work Product for any other purpose and on any other project without additional compensation to Provider. Notwithstanding the foregoing, the use of Work Product by County for any purpose other than as set forth in this Agreement shall be at County's risk.

41. 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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42. 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.

43. 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.

44. 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.

45. 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.

46. 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. Notwithstanding the foregoing, all documents included in the Request for Qualifications and the qualifications statement submitted by Provider, if applicable, including, but not necessarily limited to: General Conditions; Supplementary General Conditions; Scope of Work; Specifications; Addenda; Accepted Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Insurance Certificates; Approval by County Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings are incorporated herein by reference and made an integral part of this Agreement. To the extent the terms of such documents conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

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47. 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.

48. 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.

49. 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.

50. 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:
McGill Associates, P.A.
712 Village Road SW
Shallotte, NC 28470

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51. 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

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

MCGILL ASSOCIATES, P.A.

By: Michael Norton

Printed Name: Michael Norton

Title: Principal / Shallotte Office Manager

Date: 10/24/2022

"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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This is **EXHIBIT A** referred to in and part of the Professional Services Agreement between Owner and Engineer to which it is attached.

Engineer's Services

The Professional Services Agreement is supplemented to include the following agreement of the parties. Engineer shall provide Services in accordance with the Request for Qualifications, which is incorporated by reference as if fully set forth herein, and in accordance with the Scope of Work and Basic and Additional Services as set forth below.

The anticipated Scope of Work for the Project shall be as follows:

1. Rehabilitate components of five (5) lift stations
   a. The pump station rehabilitations shall include, without limitation, replacement of the existing 3-phase sewer lift station pumps with single phase pumps and pump rails, and single-phase pump panel at the Royster Road, Pine Valley, and the Park sewer lift stations, with all conforming to Brunswick County Standards.
   b. Replace the existing Delta 480V electrical connection with a standard wye connection at the Klarbane lift station.
   c. Provide resiliency to the Lena Springs sewer lift station by installing a new 30 kW (estimated) emergency backup generator with automatic transfer switch.
2. Replace/rehabilitate manholes based on CCTV information provided by the County.
3. Replace/rehabilitate 9,400 LF of 8" gravity sewer based on CCTV information provided by the County.
4. Replace/rehabilitate 2,200 LF of 10" gravity sewer based on CCTV information provided by the County.
5. Replace 800 LF of pressurized sewer line based on CCTV information provided by the County.
6. Convert 5,600 LF of 8" PVC gravity sewer to 6" low pressure line.
7. Convert 2,000 LF of 8" PVC gravity sewer to 2" low pressure line.
8. Install grinder pumps at ten (10) residences.

PART 1 – BASIC SERVICES

A1.01 Preliminary Design Phase

Engineer shall study available background information and attend a planning/kick-off meeting with Owner to finalize design parameters and schedule. Work will include review of existing documents such as the PER, system mapping and construction drawings, and results of the CCTV investigation provided by Owner. During this phase, and based on the CCTV information, electrical systems analysis, and other information reviewed, Engineer will provide a preliminary opinion of the appropriate methods for completing the proposed sewer and pump station rehabilitation work. Work will also include contact and

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coordination with the equipment suppliers to determine equipment and design conditions for the project.

Engineer shall prepare preliminary design calculations and drawings for the proposed Project. These items, along with an implementation schedule will be submitted to Owner for review. Engineer will schedule and conduct a preliminary design review meeting with Owner. Owner shall submit comments to Engineer, which shall then be incorporated in the final design in the next project phase.

A1.02 Final Design Phase

After confirmation of the approach and selection of the preferred methods of sewer line rehabilitation, Engineer will provide detailed design for the improvements. This will include topographic survey of the Project as required. Design submittals will be provided to Owner at 60%, 90%, and 100% stages. At each milestone, Engineer will schedule and conduct a review meeting with Owner. Upon notice by Owner, Engineer shall prepare final design calculations, drawings, details, and Contract Documents for bidding purposes, subject to review and approval by Owner. Owner shall submit comments which Engineer shall then incorporate into the Final Plans.

A1.03 Permitting

Upon approval of the Final Drawings, Engineer shall prepare applications and make submittals with permit fees to regulatory agencies. These are expected to include, but may not be limited to:

- NCDEQ, Division of Water Resources, Water Quality Section
- NCDEQ, DEMLR, Land Quality Section
- NCDOT

Engineer shall prepare documents, attend regulatory and governmental meetings, and respond to questions and comments, as necessary.

A1.04 Bidding and Negotiating Phase

Engineer will utilize Standard County "front-end" documents in preparing the final construction Contract Documents. These shall be modified by Engineer for items specific to the project, subject to review and approval by County. Engineer shall review and utilize Brunswick County standard technical specifications when available and applicable and shall supplement Brunswick County technical specifications as needed. Engineer shall verify there is no overlap between Engineer's technical specifications and the County's standard "front-end" documents.

Engineer shall assist in advertising the project; conduct a pre-bid meeting; post bid documents to plan room internet sites: provide all necessary hard copy Contract Documents; respond to contractor questions; evaluate substitutions; prepare and distribute addenda and clarifications; attend bid opening; review bids; provide certified bid tabulation; assist with bid protests; make recommendation of award; consult with Owner on the acceptability of contractors, suppliers, and manufacturers; and assist Owner in negotiations with contractors.

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A1.05 Construction Phase

Construction Observation: Engineer shall provide sufficient Project construction observation and shall consult with the County Inspector regularly to enable Engineer to ensure conformance with the Project Contract Documents and provide all necessary certifications at the close of the Project. Engineer's services will include two (2) general construction site visits per month during active construction for the original contract time and four (4) electrical site visits during the Project.

Construction Administration: McGill shall evaluate all test reports; assist Owner in selection and/or approval of an independent testing laboratory; review construction observation reports; ensure compliance with the Contract Documents; prepare conformed documents; conduct a pre-construction meeting; conduct monthly progress meetings; review shop drawings and required submittals; review schedules (Progress, Submittal, Values); review Requests for Information; issue clarifications and interpretations of the Contract Documents; prepare change orders and work change directives; review and approve applications for payment; develop punch lists; review maintenance and operating instructions, guarantees, and bonds; and conduct final walk-throughs. McGill shall prepare Record drawings showing appropriate record information based on project annotated record documents received from the selected contractor and furnish such Record drawings to Owner in both AutoCAD and paper format. Engineer shall prepare operation and maintenance manuals as required. Engineer shall assist Owner in determining the date of Substantial Completion and Final Completion.

A1.06 Post-Construction Phase

Engineer shall visit the Project to observe any apparent defects in the work, assist Owner in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if any. Engineer shall visit the Project within one (1) month before the end of the construction contract's warranty period to ascertain whether any portion of the work is subject to correction and provide Owner a report of findings. Engineer shall verify any warranty work completed by the contractor is in compliance with the Contract Documents.

A1.07 Grant Administration

Engineer shall provide grant administration services for working with the Division of Water Infrastructure (DWI) through each phase of the Project. Engineer shall work with the DWI project manager to ensure that the proposed improvements are eligible for funding through the design phase of the project and submittal to the DWI of design documents for final approval. Engineer shall also prepare project bid information submittals to DWI following the bid for approval to award. Engineer shall work with the DWI throughout construction to coordinate their continued involvement in progress meetings, submittal of project requisition for funds, and completion of the Project. Engineer shall assist Owner to confirm all documents required by the checklist for Project closeout requirements with the DWI to ensure prompt final payment and closeout of the Project.

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PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

1. Providing services to verify the accuracy of drawings or other information furnished by Owner. Or, making revisions to drawings or other documents when such revisions are inconsistent with approvals or instruction previously given by Owner, or are due to causes beyond the control of Engineer.

2. Design and/or permitting associated with the US Army Corps of Engineers, and NCDEQ 401 and Buffer Permitting Branch. Based on the understanding of scope and site conditions as evaluated, these needs are not anticipated.

3. Providing easement mapping or preparation services.

4. Preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than as specified in the herein.

5. Providing services to correct deficiencies in the design or construction of adjacent properties.

6. Production of Post-Construction Phase engineering plans, details, or specifications, or other related design services to correct construction deficiencies if required.

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Payments to Engineer for Services
Basic Services – Lump Sum

Compensation for Basic Services – Method of Payment

A. Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount based on the following estimated distribution of compensation:

	Amount	Duration
a. Preliminary Design Phase	$ 95,000.00	43 days
b. Final Design Phase	$137,000.00	73 days
c. Permitting	$ 6,000.00	99 days
d. Bidding and Negotiating Phase	$ 12,000.00	45 days
e. Construction Administration Phase	$ 40,000.00	50 days
f. Post-Construction Phase	$ 5,000.00	20 days
g. Grant Administration	$ 14,000.00	60 days
h. Construction Observation Phase	$ 18,000.00	150 days
Basic Services Total	**$327,000.00**	**540 days**

2. Engineer may alter the distribution of compensation between the individual Basic Services phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and reimbursable expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

5. The date for project completion shall be determined by adding the above noted Total Duration, also known as the "Time for Completion" to the Effective Date of the Notice to Proceed.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 20.

From:
Brent Lockamy, PE

Utilities - SE Area Improvements - CDM Smith (Brent Lockamy, PE - Deputy Director)

Issue/Action Requested:
Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Professional Services Contract with CDM Smith in the amount of $89,470 for engineering services associated with the ARPA funded Southeast Area Improvements – St. James Preliminary Engineering Report project (PER).

Background/Purpose of Request:
At the July 18, 2022, Board of Commissioners Meeting, the Board authorized the receipt of ARPA funds from the Town of St. James to be used in conjunction with County ARPA funds, to study reduced water pressure issues occurring within the Town during the peak season demand. The County issued a Request for Qualifications to provide a PER for the project. The RFQ was advertised on July 21, 2022, with responses received on August 25, 2022.

Four Statement of Qualifications (SOQ) responses were received. A review committee comprised of staff from both St. James and Brunswick County reviewed the SOQs and ranked according to the guidelines established by the RFQ and determined CDM Smith to be the most qualified for the project. The contract scope was negotiated by Brunswick County staff, and it outlines the development of the PER.

Staff recommends the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Professional Service Contract with CDM Smith in the amount of $89,470.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
CDM Smith for this agreement deemed ARPA eligible contractor based on completion of Subrecipient or Contractor Classification and reviewed by ARPA committee. Funds available in the SE Area Improvements Project. Proper UG requirements were performed in obtaining the RFQ.

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Professional Services Contract with CDM Smith in the amount of $89,470 for engineering services associated with the ARPA funded Southeast Area Improvements – St. James Preliminary Engineering Report project (PER).

ATTACHMENTS:

Description

- Professional Services Agreement

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NORTH CAROLINA

BRUNSWICK COUNTY

PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL, ENGINEERING AND/OR SURVEYING SERVICES (Mini-Brooks Act/Qualification-Based Selection) [ARPA Funding]

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County" or "Owner"), party of the first part and CDM Smith Inc., (hereinafter referred to as "Provider" or "Engineer"), party of the second part.

WHEREAS, County has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds (the "Fiscal Recovery Funds") established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("ARPA"), as amended; and

WHEREAS, County intends to fund this Agreement, in whole or in part, using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, County must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury ("Treasury") governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (January 27, 2022)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the "Regulatory Requirements"); and

WHEREAS, pursuant to the Regulatory Requirements, County must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, County must include within this Agreement applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained herein; and

WHEREAS, County shall not enter into this Agreement or make any distributions of funds to Provider using monies from the Fiscal Recovery Funds absent Provider's agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Provider and County do mutually agree as follows:

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1. DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them below:

(1) "Administering Agency" shall have the meaning specified in 41 C.F.R. § 60-1.3.

(2) "Applicant" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an Administering Agency. The term also includes such persons after they become recipients of such Federal assistance.").

(3) "Construction Work" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.").

(4) "Federally Assisted Construction Contract" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.").

(5) "Laborer" or "Mechanic" shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: ("The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.").

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(6) "Subcontract" shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Agreement or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.

(7) "Subcontractor" shall mean an entity that receives a Subcontract.

(8) "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

2. SERVICES; FEES

Provider agrees to perform the services (hereinafter referred to as the "Services") in connection with the project (hereinafter referred to as the "Project") at the agreed upon fees, all as more fully 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.

3. TERM OF AGREEMENT; TIME OF COMPLETION

The term of this Agreement begins one (1) business day after approval by the Brunswick County Board of Commissioners (the "Effective Date") and continues in effect for an initial term of one (1) year until November 7, 2023, unless extended or sooner terminated as provided for herein or in the General Conditions of the Contract, as applicable. Notwithstanding the foregoing, Provider shall complete the Services in accordance with the schedule set forth in Exhibit "A" (the "Time of Completion"), unless extended by mutual written agreement of the parties. Regardless of any extensions of this Agreement or the Time of Completion, pursuant to Sections 602(c)(1) and 603(c)(1) of ARPA, all Fiscal Recovery Funds must be obligated or costs incurred for the use of such funds between March 3, 2021, and December 31, 2024, and all Fiscal Recovery Funds must be fully expended by December 31, 2026 (hereinafter referred to as the "Period of Performance"). A cost shall be considered to have been incurred if a contract, agreement, or obligation with respect to such cost has been entered into by December 31, 2024. In accordance with the foregoing and notwithstanding anything else contained herein, neither the term of this Agreement nor the Time of Completion may extend beyond the expiration of the Period of Performance.

4. TERMINATION

County may terminate this Agreement at any time without cause by giving 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

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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.

5. BRUNSWICK COUNTY GENERAL CONDITIONS OF THE CONTRACT

If applicable, this Agreement, in addition to any construction documents prepared hereunder, shall be subject to the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts), unless County directs otherwise. In the event of a conflict between the General Conditions of the Contract and this Agreement, this Agreement shall prevail.

6. NONAPPROPRIATION

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

7. COMPENSATION

County agrees to pay fees as specified in the Exhibits attached hereto 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 forty-five (45) 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, 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, 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.

8. 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 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

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by 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 Provider is responsible for all income taxes and social security payments thereon.

9. OPINIONS OF COST

If applicable, Provider shall provide opinions of probable construction costs, including but not limited to, designer fees, costs of construction, costs of equipment, furnishings, signage, permit fees and appropriate contingencies, at Project intervals determined by County. Such opinions of costs shall be representative of Provider's best judgment as an experienced and qualified professional generally familiar with the construction industry. The parties acknowledge that actual bids, proposals and costs may vary from Provider's opinions of costs based on the cost of labor, materials, equipment or services furnished by others, differing methods for determining prices, competitive bidding or other market conditions. When requested by County, Provider shall participate in rebidding, renegotiation and design adjustments to the extent such are necessary to reduce Project costs. Such services shall be performed by Provider without additional compensation.

10. PERMITS AND APPROVALS

If applicable, Provider shall provide County with a schedule of all required approvals and the dates by which application for such approvals must be made in order to avoid any risk of delay to the Project. Provider shall prepare the necessary application forms, present documents requiring approval by County and submit documents with County approval to appropriate federal, state and local government or other agencies in a timely manner.

11. ENVIRONMENTAL CONDITIONS

County shall disclose to Provider the existence of all known and suspected hazardous substances, including, without limitation: asbestos; polychlorinated biphenyls (PCBs); petroleum; hazardous waste; or radioactive material located at or near the site where the Services are to be performed. If Provider discovers any undisclosed hazardous substances, or if investigative or remedial action or other professional services are necessary, Provider may, at its option and without liability for damages, suspend performance of the Services hereunder until County: (1) retains an appropriate specialist consultant or contractor to identify and, as appropriate, abate, remediate or remove the hazardous substances; and (2) warrants that the site where the Services are to be performed are in full compliance with applicable laws and regulations. Notwithstanding the foregoing, if the presence of any hazardous materials adversely affects the performance of Provider's duties under this Agreement, then Provider shall have the option of: (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause upon thirty (30) days' written notice to County.

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12. 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;

(4) 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;

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

(6) Provider has not engaged in corrupt, fraudulent or coercive practices in competing for or executing this Agreement;

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

(8) 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);

(9) 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;

(10) Provider shall be responsible for all errors, omissions or deficiencies in technical accuracy in any drawings, specifications or other documents prepared or services rendered by Provider, its Subcontractors or consultants and shall correct, at no additional cost to County, any and all errors, omissions, discrepancies, ambiguities, mistakes, deficiencies or conflicts;

(11) 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

(12) Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by County with respect

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to rules, regulations, policies and security procedures applicable to work on 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.

13. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgment that federal financial assistance will 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.

14. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its Subcontractors or consultants. In the event that Provider causes damage to 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.

15. 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 County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

16. NON-EXCLUSIVITY

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

17. 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.

18. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

(1) Provider certifies to County, and Provider shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally 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

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obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Provider shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to County, which will, in turn, forward the certification(s) to Treasury. Provider shall cause the language of this section to be included in all Subcontracts. This certification is a material representation of fact upon which County has relied when entering into this Agreement, and all liability arising from an erroneous representation shall be borne solely by Provider.

(2) Providers that bid or apply for a contract exceeding $100,000 (including this Agreement, if applicable) also must file the required certification with County.

(3) Provider also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding $100,000 to file with the Tier above it the required certification.

19. PROCUREMENT OF RECOVERED MATERIALS

(1) The provisions of this section shall apply if: (1) this Agreement involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in 40 C.F.R. Part 247 that exceeds $10,000, or (2) the total value of such designated items acquired during County's preceding fiscal year exceeded $10,000.

(2) 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.

(3) Information about this requirement, along with the list of EPA-designated items, is available on EPA's website.

(4) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

20. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) *Definitions*. Unless otherwise defined in this Agreement, capitalized terms used in this section shall have the meanings ascribed to them below:

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i. *Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

ii. *Covered Foreign Country* means the People's Republic of China.

iii. *Covered Telecommunications Equipment or Services* means (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of federal government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

iv. *Critical Technology* means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).

v. *Interconnection Arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

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vi. *Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

vii. *Substantial or Essential Component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

viii. *Telecommunications Equipment or Services* means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

(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 (including, without limitation, Fiscal Recovery Funds) received from a 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 Agreement, 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 Provider 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 its performance under this Agreement, 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 (4)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 (4)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.

21. 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. Provider shall further cause any Subcontractor to include the requirements of this section in any Subcontracts.

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.

22. ACCESS TO RECORDS

(1) Provider agrees to provide County, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any other authorized representatives of these entities, access to any books, documents, papers, and records (electronic or otherwise) of Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, transcriptions, or other investigations.

(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 retain all records covered by this section through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement.

(4) Provider agrees to provide authorized representatives of the federal government access to construction or other work sites pertaining to the work being completed under this Agreement.

(5) 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 authorized representatives of the federal government.

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23. CONFLICTS OF INTEREST; GIFTS AND FAVORS

(1) Provider understands that: (1) County will use Fiscal Recovery Funds to pay for the cost of this Agreement, in whole or in part, and (2) the expenditure of Fiscal Recovery Funds is governed by County's Conflict of Interest Policy, Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and -234.3(a)).

(2) Provider certifies to County that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of County involved in the selection, award, or administration of this Agreement (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including Provider) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Provider. Should Provider obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Provider shall promptly disclose the same to County in writing.

(3) Provider certifies to County that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of County. Should Provider obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Provider shall promptly disclose the same to County in writing.

24. ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Provider and any Subcontractor, or the successor, transferee, or assignee of Provider or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq*.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq*., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Agreement.

25. OTHER NON-DISCRIMINATION STATUTES

Provider acknowledges that County is bound by and agrees, to the extent applicable to Provider, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:

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(1) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq*.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

(2) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

(3) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

(4) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

26. MISCELLANEOUS

(1) *Increasing Seat Belt Use in the United States*. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), County encourages Provider to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

(2) *Reducing Text Messaging While Driving*. Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), County encourages Provider to adopt and enforce policies that ban text messaging while driving.

27. SUSPENSION AND DEBARMENT

(1) Due to its receipt of Fiscal Recovery Funds, County is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Agreement is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if: (1) the amount of this Agreement is greater than or equal to $25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Agreement requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Agreement is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).

(2) If this Agreement is a covered transaction as set forth above, Provider hereby certifies as of the date hereof that Provider, Provider's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Provider and Provider's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception

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pursuant to 31 C.F.R. § 19.120(a), (1) this Agreement shall be void, (2) County shall not make any payments of federal financial assistance to Provider, and (3) County shall have no obligations to Provider under this Agreement.

(3) Provider must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters. This certification is a material representation of fact relied upon by County, and all liability arising from an erroneous representation shall be borne solely by Provider.

(4) If it is later determined that Provider did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

28. INDEMNIFICATION

Provider shall 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 (collectively, "Claims") which may be brought or made against County or which County must pay and incur arising out of this Agreement should fault or negligence on the part of Provider or its Subcontractors or consultants be the proximate cause of such Claims. Provider shall be fully responsible to County for the acts and omissions of its Subcontractors or consultants and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

29. 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.

30. 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.

31. MINORITY BUSINESS ENTERPRISES

(1) If Provider intends to let any Subcontracts, Provider shall: (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by

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small and minority businesses and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.

(2) For the purposes of this section, an entity shall qualify (1) as a "minority business" or "women's business enterprise" if it is currently certified as a North Carolina "historically underutilized business" under Chapter 143, Section 128.4(a) of the North Carolina General Statutes, and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

32. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense, and shall ensure that any of its consultants maintains 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.

33. 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.

34. REMEDIES

(1) **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, County may take any of the following actions with

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or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should 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.

35. 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 County, that all taxes and other charges are being properly paid.

36. 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.

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37. EQUAL EMPLOYMENT OPPORTUNITY

To the extent applicable, 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 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 to the Administering Agency, as defined in 41 C.F.R. § 60-1.3, and the Secretary of Labor all information and reports required by Executive Order

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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 federal government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. 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.

County 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 County 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 this Agreement.

County 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.

County 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, federal

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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, County 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 County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from County; and refer the case to the Department of Justice for appropriate legal proceedings.

38. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

(1) *Provider*. Provider and any Subcontractor performing work under this Agreement 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. County shall report all suspected or reported violations to Treasury.

(2) *Subcontracts*. Provider or Subcontractor shall insert in any Subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, 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.

39. 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.

40. 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*.

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(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to Treasury 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 provided by Treasury.

41. 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 Treasury 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 provided by Treasury.

42. 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 work under this Agreement 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.

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(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 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.

(5) *Payroll and Records.* 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 Agreement for all Laborers and Mechanics, including guards and watchmen, working on this Agreement. 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. 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 Department of the Treasury and the Department of Labor, and Provider or Subcontractor will permit such representatives to interview employees during working hours on the job.

(6) *Exceptions.* None of the requirements of this section shall apply if this Agreement is an agreement: (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than $100,000.

43. RIGHTS TO INVENTIONS

(1) The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the federal government. Without the copyright owner's consent, the government may not extend its federal license to any other party.

i. Any subject data developed under this Agreement, whether or not a copyright has been obtained, and

ii. Any rights of copyright purchased by Provider using federal assistance funded in whole or in part by the Department of the Treasury.

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(2) Unless Treasury determines otherwise, a Provider performing experimental, developmental, or research work required as part of this Agreement agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Agreement, or (2) a copy of the subject data first produced under the Agreement for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Agreement is not completed for any reason whatsoever, all data developed under the Agreement shall become subject data as defined herein and shall be delivered as the federal government may direct.

(3) Unless prohibited by North Carolina law, upon request by the federal government, Provider agrees to indemnify, save, and hold harmless the federal government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Provider of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Agreement. Provider shall be required to indemnify the federal government for any such liability arising out of the wrongful act of any employee, official, or agent of Provider.

(4) Nothing contained in this clause shall imply a license to the federal government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the federal government under any patent.

(5) Data developed by Provider and financed entirely without using federal assistance provided by the federal government that has been incorporated into work required by the underlying Agreement is exempt from the requirements herein, provided that Provider identifies that data in writing at the time of delivery of the work. Provider agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

(6) For the purposes of this section, "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the contract."

44. OWNERSHIP OF WORK PRODUCT

(1) Unless otherwise set forth in the preceding section, all work product created by Provider pursuant to this Agreement, including, without limitation, design drawings, construction documents, photographs and models and any derivative works and compilations, and whether or not such work product is considered a "work made for hire" or an employment to invent (hereinafter referred to collectively as "Work Product") shall be the exclusive property of County. County and Provider agree that

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such original works of authorship are "works made for hire" of which County is the author within the meaning of the United States Copyright Act. To the extent that County is not the owner of the intellectual property rights in and to such Work Product, Provider hereby irrevocably assigns to County any and all of its rights, title and interest in and to all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine. Upon County's request, Provider shall execute such further documents and instruments or obtain such documents from third parties, including consultants and Subcontractors, if applicable, necessary to fully vest such rights in County. Provider forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 U.S.C. § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) In the event the use of any of Provider's intellectual property, including any derivative work created with the use of third-party intellectual property, is necessary for the use of any Work Product, Provider hereby grants to County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the intellectual property for the purposes set forth in this Agreement and will ensure that any third-party grants the same.

(3) County may use Work Product for any other purpose and on any other project without additional compensation to Provider. Notwithstanding the foregoing, the use of Work Product by County for any purpose other than as set forth in this Agreement shall be at County's risk.

45. 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 or consultants 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 and consultants to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

46. 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.

47. 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.

48. 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.

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49. 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.

50. 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.

51. 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.

52. 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. Notwithstanding the foregoing, all documents included in the Request for Qualifications and the qualifications statement submitted by Provider, if applicable, including, but not necessarily limited to: General Conditions; Supplementary General Conditions; Scope of Work; Specifications; Addenda; Accepted Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Insurance Certificates; Approval by County Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings are incorporated herein by reference and made an integral part of this Agreement. To the extent the terms of such documents conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

53. 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.

54. 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

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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.

55. 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.

56. 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: County Manager
P. O. Box 249
Bolivia, NC 28422

ii. For the Provider: CDM Smith Inc.
5400 Glenwood Avenue, Suite 400
Raleigh, NC 27612

57. 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]

CDM SMITH INC.

By: Reed M. Barton

Printed Name: Reed M. Barton

Title: Client Service Leader

Date: 10/21/2022

"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 AND COMPENSATION

Engineer's Services

The Professional Services Agreement is supplemented to include the following agreement of the parties. Engineer shall provide Services in accordance with the Request for Qualifications entitled: SE Area Improvements – St. James, as published by Brunswick County on July 21, 2022, and any addenda thereto, all of which are incorporated by reference as if fully set forth herein, and in accordance with the Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

Background

Brunswick County provides water service to the Town of St. James. St. James has experienced low pressure within its community. The Town of St. James consists of approximately 7,011 residents (full and part-time) living in approximately 4,900 single-family homes. The neighborhood was designed in the 1980s, and, as such, may not have considered growth and irrigation demands when sizing the internal network of the distribution system, therefore having smaller diameter and inadequate interconnectivity. Furthermore, the continual growth throughout the Southeast portion of County's service area can place significant demands on the water system within this area.

County, in conjunction with the Town of St. James, is seeking to develop a preliminary engineering report (PER) to address low-system pressures within the Town, as well as preparing for future demands within this portion of the water system.

This Scope of Services includes further development/calibration of the water distribution system model to focus on the Town of St. James area, analysis of the system at high demand periods, and phased recommendations for future water infrastructure projects with opinion(s) of probable cost.

Scope of Services

This Scope of Services consists of the following major tasks:

Task 1 – Project Management and Meetings

Task 2 – Data Collection

Task 3 – Field Work and Calibration

Task 4 – Water System Analysis

Task 5 – Evaluate Alternatives

Task 6 – Draft and Final Report

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Task 1 – Project Management and Meetings

The Project Management portion of this task involves Engineer's day-to-day administrative, technical, and financial management of Project activities to meet budget, schedule, scope, and quality objectives. This effort includes coordinating meetings, managing staff and quality milestones, and preparing monthly invoices and progress reports.

Meetings are required to ensure the Project is satisfying the objectives and County's expectations. Meetings anticipated include the following:

- Project Kickoff: In-person/teleconference meeting with Engineer and County staff. Duration of approximately two (2) hours to review scope and gather information.
- Additional Meetings: Other meetings where Engineer needs to be present may include one (1) Town of St. James meeting and a review meeting with County staff.
- Three (3) total assumed in-person meetings.
- Deliverables: Meeting minutes.

Task 2 – Data Collection

Engineer will review available data that includes, without limitation:

- Water system model
- Future demand projections
- Pressure and flow data previously captured
- Past meter data for St. James area
- 211 WTP alternatives analysis

Additional data that may be available from County will be considered, focusing on prior studies and data for the St. James area. A brief memorandum/table will be produced that outlines any additional data needs. Engineer will review the data and follow-up with County regarding our understanding of the data or any missing data. This task also includes appropriate organization of the data and developing/updating necessary databases.

- Deliverables: Data request memorandum / table

Task 3 – Field Work and Calibration

Engineer proposes to use available meter data to evaluate a cross-section of users and best determine how irrigation systems are being operated. This type of analysis will include enough users to create a better understanding of overall water use in the area. A sample would start by reviewing monthly select billing records and selecting a representative sample of users that are using high, moderate, and low water volumes relative to winter use. This sampling may be useful in adjusting diurnal patterns for customer meters in the area.

Engineer will also propose a monitoring and fire flow testing plan to capture additional information about the pressures and flows within the St. James service area. Engineer will place, with County assistance, six (6) "fixed" Telog® pressure recorders on selected hydrants. These recorders will remain in place for a few days to capture the typical pressure fluctuations across the St. James service area. Pressure fluctuations can be used to assess the typical daily flow variation. While the

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monitors are in place, Engineer will then perform, with County assistance, up to five (5) hydrant flow tests within the service area. These tests are intended to confirm local connectivity and pipeline roughness coefficients within the service area. Fire flow tests will consist of two-hydrant tests with one (1) flowing hydrant and one (1) residual hydrant and the use of additional equipment supplied by Engineer.

Engineer will request SCADA data from County during the time of each test. This data will be used to set up the model to simulate each test and to confirm that the model matches the field data. Engineer will make model adjustments as necessary to achieve calibration under static conditions (hydrant not flowing) and under residual conditions (hydrant flowing). Engineer may request support from County to verify pipe diameters, connectivity, or valve open/closed status if tests are significantly off.

Engineer will update the existing water distribution system hydraulic model to reflect any local adjustments identified for calibration. Engineer will also add/update other changes based on recent updates to the GIS data, planned projects, and especially capital projects that are moving forward in the local area that are not already in the model. The existing model demands for current conditions will be retained with estimates of diurnal pattern adjustments based on prior and current field data, and the meter evaluation.

- Deliverables: Field test plan and Calibration data

Task 4 – Water System Analysis

Engineer will utilize the updated and calibrated water model to evaluate the reduced pressure concerns in the St. James area. Simulations including average day demands, maximum day demands, and fire flow analysis will be performed using new diurnal data to evaluate system performance. Considering the southeast portion of the Brunswick County water system as a separate pressure zone, a stand-alone distribution system, or a unique feature of the overall system are all considerations when developing options for further evaluation. Items such as systemwide pressure concerns versus neighborhood pressures; localized storage versus systemwide storage needs; localized booster pumping versus impacts to functioning system; pressure sustaining/ reducing valve impacts on overall system operation; magnitude of improvements by increasing neighborhood pipeline diameters; larger feed piping into the overall St. James neighborhood; and a combination of all the previously mentioned options. These options will be vetted with County as top selections to further evaluate.

Engineer will apply the hydraulic model to evaluate selected options to analyze. Emphasis will be on maintaining adequate system pressures, fire flow availability and spacing of fire hydrants within the St. James community to verify against County and St. James standards.

- Deliverables: No deliverable this task

Task 5 – Evaluate Options and Opinion of Probable Cost

Following the model calibration and review and vetting of options with County, Engineer will evaluate the top selected alternatives to improve the water system pressures in the St. James community.

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These alternatives will focus on the goal of St. James improvements while serving the long-term needs of the overall water system with economic balance. The hydraulic model will be utilized to evaluate options independently as well as in conjunction with current operational practices and possible future operations options (seasonal 211 WTP and future supplies). Potential areas for tanks and booster pumping stations or other recommended infrastructure will be researched for recommendations. Additionally, the growth for Southport, St. James, Oak Island, and Midway area will be considered as related to storage, water age, tank turnover, and system impacts. The growth projections will be as supplied by County or as utilized in the recent update to the County overall water system masterplan.

A matrix evaluation will be developed that will present the improvement description, the estimated pressure improvements, the associated opinion of total probable cost, land requirements, permit requirements, and other considerations.

- Deliverables: Evaluation/OPC matrix to be included in report.

Task 6 – Preliminary Engineering Report

Engineer will develop a draft Preliminary Engineering Report (PER) to document the Project findings, evaluation of options with total cost opinions, and other relevant data to substantiate the recommendations for design of infrastructure or modifications in operations to solve the problem of low-pressure during summer peak demand periods.

Engineer will conduct a meeting/workshop with County and the Town of St. James to review the pros and cons of the options evaluated, and to discuss the revisions and considerations to finalize a PER.

The Final PER will be developed incorporating County and St. James comments from the workshop. Signed and sealed hard copies and digital copies will be provided to all parties.

- Deliverables: Draft and Final PER; Workshop Agenda and Minutes

ASSUMPTIONS AND EXCLUSIONS

The following list of assumptions and exclusions are provided to clarify this Scope of Services. The following items are:

- County will assist in field work via providing one (1) person for up to one (1) day for hydrant flow testing.
- Development of population or demand projections
- Field investigations for alternative water supply options (groundwater surveys, well installation and yield tests, etc.)
- Geotechnical, land survey, and subsurface utility exploration surveys
- Water rate studies

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SCHEDULE

It is anticipated that this Project will take approximately five (5) months to complete after receipt of the initial data request in accordance with the schedule included below. This schedule assumes the following:

- County will provide necessary data in a timely manner and will provide review comments on draft deliverables within two weeks.

	Months									
	1		2		3		4		5	
Task 1 – Project Management & Meetings										
Task 2 – Data Collection										
Task 3 – Field Work & Calibration										
Task 4 – Water System Analysis										
Task 5 – Evaluate Options & OPC										
Task 6 – Draft and Final Report										

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Payments to Engineer for Services
Basic Services - Lump Sum

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Compensation for Basic Services - Method of Payment

A. County shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount based on the following estimated distribution of compensation:

	Amount	Duration
a. Study and Report Phase		**See schedule**
1) Task 1 – Project Management/Meetings	$ 14,600.00	
2) Task 2 – Data Collection	$ 1,820.00	
3) Task 3 – Field Work and Calibration	$ 17,660.00	
4) Task 4 – Water System Analysis	$ 11,820.00	
5) Task 5 – Evaluate Alternatives	$ 16,580.00	
6) Task 6 – Draft & Final Report	$ 26,990.00	
Basic Services Total	**$ 89,470.00**	

2. Engineer may alter the distribution of compensation between individual phases or tasks noted herein to be consistent with Services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the County.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # V. - 21.

From:
Trent Murphy

Utilities - Southern Vac Camera Trailer (Trent Murphy - Purchasing Manager)

Issue/Action Requested:
Request that the Board of Commissioners approve the budget-appropriated purchase of a Rausch Portable Camera Trailer from City Works Equipment and Supply, LLC, DBA Southern Vac for $149,874.00 as an exception to the bidding requirements in accordance with NCGS 143-129(e)(3).

Background/Purpose of Request:
Brunswick County Public Utilities inspects pipe to validate its condition in order to identify and make needed repairs in accordance with state requirements. Standard equipment used in this process includes portable camera equipment capable of being put into the sewer collection system. A trailer mounted portable camera system was included in the FY23 budget.

In accordance with NCGS 143-129(e)(3), bidding exceptions may be granted to the local government for direct purchase when said purchase is made through a competitive bidding group purchase program. The program must offer competitively obtained purchasing services to at least two public agencies. Southern Vac is an authorized vendor with the North Carolina Sheriffs Association.

Staff recommends approval of a bidding exception in accordance with NCGS 143-129(e)(3) in order to purchase a Rausch Portable Camera Trailer from City Works Equipment and Supply, LLC., DBA Southern Vac through the North Carolina Sheriff's Association competitive group purchase program.

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

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the budget-appropriated purchase of a Rausch Portable Camera Trailer from City Works Equipment and Supply, LLC, DBA Southern Vac for $149,874.00 as an exception to the bidding requirements in accordance with NCGS 143-129(e)(3).

ATTACHMENTS:

Description

- Utilities - Heavy Equipment Quote NC Sheriff's Association - Attach 1
- Goods and Services Agreement

3605 Augusta Hwy.
Gilbert, SC 29054
(803) 358-0221
Website: www.southern-vac.com

North Carolina Sheriffs Association:
Heavy Equipment Bid:
22-06-0426R

September 9, 2022

Brunswick County
Attn: Trent Murphy
PO Box 249
Bolivia, NC 28422

Mr. Murphy,

Southern Vac is pleased to offer ***Brunswick County*** the following quote on a ***trailer mounted Rausch Mobile Pro C135 Portable Camera System under NCSA Heavy Equipment Bid 22-06-0426R***. Thank you for your consideration. If you have any questions regarding this quote, I can be reached at ***(803) 465-1351***.

Thanks,

Russell Senn

Specifications for: Brunswick County

ITEM	PART NUMBER *DESCRIPTION*	QTY	UOM
001	**USMP135SD** SYSTEM, MOBILE PRO C 135 SD	1	EA
	111496A Control Unit Assy, Rausch Tab SD with 2nd Joystick crawler operation	1.00	EA
	111577A Cable Drum Assy, Cubix 300 For Rausch-TAB SD W/ 1000FT	1.00	EA
	110931 Air Pressure Filling System	1.00	EA
	111233A Camera, KS 135 for Mainline from 5.5"; 120:1 Zoom (10X Optical, 12X Digital) Infinite 360° Rotation, 280° Pan, LED: 4 Long Range,6 Short Range	1.00	EA
	US9570 Kit, Accessories, L135 Spare Parts and Accessories including Rear Weight, Lifting Hook, and Hand Tool Kit	1.00	
	111145A Crawler, C 135 MOBILE pro	1.00	EA
	IN1175 Keyboard, Wireless with TouchPad K400 Logitech K400 Plus	1.00	EA
002	**110980** Electric Lift, L135 VTS w/ RearviewCamera NTSC	1	EA
003	**US9574** Kit, Wheels, Aggressive	1	
	111180 Wheel, AggressiveTraction 8" 95X17	4.00	EA
	111181 Wheel, AggressiveTraction 6" 85X17	4.00	EA
004	**US9580** Kit, Wheel Pneumatic Set, - Set of 4 210 x 65 Inflatable Wheels	1	EA
	HG9437 Wheel, Inflatable 210 X 65	4.00	EA
005	**EB3875** Cable Assy, Extension 10M TAB -> Cubix	1	EA
006	**111583**	1	EA

	System Accy, Holder Cubix -> Rausch Tab		
007	**111496A** Control Unit Assy, Rausch Tab SD with 2nd Joystick crawler operation	-1	EA
	111496 Control Unit, Rausch-TAB SD	1.00	EA
	111557 Control Unit, Option Rausch-TAB 2nd Joystick for Tractor Control	1.00	EA
008	**111497A** Control Unit Assy, Rausch-TAB Full HD Tab Holder, 2nd Joystick	1	EA
009	**US8049R** Software, POSM Pro License Package Including 1 Year Software support and Sensoray Video Encoder	1	
	US9133 Software, POSM Pro Full Version	1.00	EA
	US9148 Software, Support POSM Pro 1 Yr.	1.00	EA
010	**Old South Freedom Trailer** Mobile Pro to be mounted in a 7x12 Tandem Axle Enclosed Trailer; unit installed with generator and washdown tank	1.00	EA

NCSA Base Module Total Price: $105,840.00
NCSA 6% Discount Price: $99,489.60
NCSA Base Accessories Price: $54,133.40
NCSA 6% Accessories Discount Price: $50,384.40

NCSA Total Price: $149,874.00

***Price good for 30 days**

Key
Yellow Highlights are for the Base Package under NCSA
Blue Highlights are for the Attachments/Accessories under NCSA Contract

Additional Options

Quicklock System to Include:

PART NUMBER *DESCRIPTION*	QTY	UOM
Portable Air Compressor	1	EA
US006B QL Sleeve, DN300 6" Single Bevel	1	EA
US006R QL Rubber, DN300 6"	1	EA

US008B QL Sleeve, DN300 8" Single Bevel	1	EA
US008R QL Rubber, DN300 8"	1	EA
US010B QL Sleeve, DN300 10" Single Bevel		
US010R QL Rubber, DN300 10"	1	EA
AS1537 QL Packer, 8" to 12" (DN200 to DN300)	1	EA
AS1546 Rod, Q-L Connecting 400mm	1	EA
US9008 Quick Lock Regulator and Air Control with Valve	1	EA

110808 Bracket Assy, Q_L Connector/Adapter L135	1	EA
IN1007 Hose Reel, Cox 300 w/300' of ½" air hose	1	EA

Option Price: $12,500.00

****ALL APPLICABLE SALES TAX AND FEES ARE NOT INCLUDED IN THE QUOTE****

Customer Signature:_____ **Date:**

Southern Vac Representative:_____ **Date:**

TERMS AND CONDITIONS

1. Binding Agreement. By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement.

2. Purchase of Equipment. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC will have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise, unavailable, but CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC will promptly notify you of such unavailability or delay as soon as it becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders or sales acknowledgements, are hereby rejected by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC, are not a part of this Agreement, and shall be of no effect or binding upon CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC unless specifically agreed to in writing by an authorized officer of CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC. Failure by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.

3. Price and Other Expenses. All prices set forth on the face of this Agreement, are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b)standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorney’s fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation or delivery of Equipment.

4. Equipment Delivery. Unless otherwise agreed, all shipments will be made by third-party carriers chosen by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established, by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC and its designees from time to time.

5. Risk of Loss. The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC in Section 6 of this Agreement. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law. Purchaser acknowledges that there may be a delay between the time the Equipment is delivered to the shipping point and Purchaser receiving an invoice and/or full completion of the title transfer paperwork and that the transfer of risk of loss stated in the paragraph occurs as stated regardless of the full completion of the title transfer paperwork.

6. Payment and Credit. Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC in its sole discretion. A late payment charge of one and one-half (1.5%) percent per month shall be added to all invoices which are delinquent, subject to federal, state and local laws, calculated from the original due date of the invoice until payment in full. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC to Purchaser shall terminate without further notice to Purchaser. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC retains, and Purchaser hereby grants CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC deems necessary for the perfection, protection and enforcement of such security interest. Purchaser hereby appoints CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC or CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC’S agent or designee as Purchaser's attorney-in-fact with power to execute all such financing statements pursuant hereto in the name and stead of Purchaser.

7. Taxes and Other Charges. Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC to the

invoice where CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC is not required to collect such tax, Purchaser agrees to provide CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC with any documentation necessary to support such a claim and to allow CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC to document its decision not to collect tax(es).

8. Acceptance; Non-Conforming Equipment; Sole Remedy. Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC that the Equipment has been rejected and the reasons for such rejection. Such acceptance shall occur regardless of the full completion of any title transfer paperwork. Purchaser's sole remedy hereunder for CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefor.

9. Purchaser Representations and Covenants. Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.

10. Indemnification. Purchaser shall indemnify, defend and hold CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC for any portion of such liabilities that result from CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC’S gross negligence or willful misconduct.

11. Equipment Warranties. Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC. EXCEPT FOR THEAFOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC DISCLAIMS ANY AND ALLREPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITYOR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.

12. Limitations on Liability. IN NO EVENT SHALL CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANYBREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.

13. Force Majeure. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Gilbert, Southy Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in South Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in South Carolina for such purpose.

15. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries. This Agreement constitutes the entire understanding between Purchaser and CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by

a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.

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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 City Works Equipment & Supply LLC d/b/a Southern Vac, (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 the Quote attached hereto as Exhibit "A" and incorporated herein by reference. Pricing for the goods and services is extended to County under North Carolina Sheriffs' Association Heavy Equipment Contract 22-06-0426R.

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 11/07/2022 (the "Effective Date") and continues in effect until 11/06/2023, unless sooner terminated as provided herein. 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 County to make payments under this Agreement for a given fiscal year, County will not be obligated to

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pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, County will promptly notify Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

County agrees to pay costs as specified in Exhibit "A" or as set out above for the satisfactory completion of the Project. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all products 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, 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, 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 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 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 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;

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(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;

(4) 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;

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

(6) Provider will provide all goods and perform all work in conformity with the specifications and requirements of this Agreement;

(7) The goods and 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);

(8) 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;

(9) 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

(10) Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by County with respect to rules, regulations, policies and security procedures applicable to work on 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

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.

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or

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its subcontractors. In the event that Provider causes damage to 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 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 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, 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.

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

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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.

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

(1) **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, 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 County's cost of obtaining the goods and/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.

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(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.

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 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.

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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 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.

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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.

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.

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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 Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider 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.

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(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: City Works Equipment & Supply LLC
d/b/a Southern Vac
3605 Augusta Hwy
Gilbert , SC 29054

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

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

CITY WORKS EQUIPMENT & SUPPLY LLC
D/B/A SOUTHERN VAC

By: _____

Printed Name: Drew Gilbert

Title: Operations Manager

Date: 10/13/2022

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"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"

3605 Augusta Hwy.
Gilbert, SC 29054
(803) 358-0221
Website: www.southern-vac.com

North Carolina Sheriffs Association:
Heavy Equipment Bid: 22-06-0426R

October 11, 2022

Brunswick County
Attn: Trent Murphy
PO Box 249
Bolivia, NC 28422

Mr. Murphy,

City Works Equipment & Supply LLC dba Southern Vac is pleased to offer ***Brunswick County*** the following quote on a ***tandem axle enclosed trailer with accompanying trailer-mounted Rausch Mobile Pro C135 Portable Camera System under NCSA Heavy Equipment Bid 22-06-0426R***. Thank you for your consideration. If you have any questions regarding this quote, I can be reached at ***(803) 465-1351***.

Thanks,

Russell Senn

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Specifications for: Brunswick County

ITEM	PART NUMBER *DESCRIPTION*	QTY	UOM
001	**USMP135SD** SYSTEM, MOBILE PRO C 135 SD	1	EA
	111496A Control Unit Assy, Rausch Tab SD with 2nd Joystick crawler operation	1.00	EA
	111577A Cable Drum Assy, Cubix 300 For Rausch-TAB SD W/ 1000FT	1.00	EA
	110931 Air Pressure Filling System	1.00	EA
	111233A Camera, KS 135 for Mainline from 5.5"; 120:1 Zoom (10X Optical, 12X Digital) Infinite 360° Rotation, 280° Pan, LED: 4 Long Range,6 Short Range	1.00	EA
	US9570 Kit, Accessories, L135 Spare Parts and Accessories including Rear Weight, Lifting Hook, and Hand Tool Kit	1.00	
	111145A Crawler, C 135 MOBILE pro	1.00	EA
	IN1175 Keyboard, Wireless with TouchPad K400 Logitech K400 Plus	1.00	EA
002	**110980** Electric Lift, L135 VTS w/ RearviewCamera NTSC	1	EA
003	**US9574** Kit, Wheels, Aggressive	1	
	111180 Wheel, AggressiveTraction 8" 95X17	4.00	EA
	111181 Wheel, AggressiveTraction 6" 85X17	4.00	EA
004	**US9580** Kit, Wheel Pneumatic Set, - Set of 4 210 x 65 Inflatable Wheels	1	EA
	HG9437 Wheel, Inflatable 210 X 65	4.00	EA

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005	**EB3875** Cable Assy, Extension 10M TAB -> Cubix	1	EA
006	**111583** System Accy, Holder Cubix -> Rausch Tab	1	EA
007	**111496A** Control Unit Assy, Rausch Tab SD with 2nd Joystick crawler operation	-1	EA
	111496 Control Unit, Rausch-TAB SD	1.00	EA
	111557 Control Unit, Option Rausch-TAB 2nd Joystick for Tractor Control	1.00	EA
008	**111497A** Control Unit Assy, Rausch-TAB Full HD Tab Holder, 2nd Joystick	1	EA
009	**US8049R** Software, POSM Pro License Package Including 1 Year Software support and Sensoray Video Encoder	1	
	US9133 Software, POSM Pro Full Version	1.00	EA
	US9148 Software, Support POSM Pro 1 Yr.	1.00	EA
010	**Old South Freedom Trailer** Mobile Pro to be mounted in a 7x12 Tandem Axle Enclosed Trailer; unit installed with generator and washdown tank	1.00	EA

NCSA Base Module Total Price: $105,840.00
NCSA 6% Discount Price: $99,489.60
NCSA Base Accessories Price: $54,133.40
NCSA 6% Accessories Discount Price: $50,384.40

NCSA Total Price: $149,874.00

Key
Yellow Highlights are for the Base Package under NCSA
Blue Highlights are for the Attachments/Accessories under NCSA Contract

****ALL APPLICABLE SALES TAX AND FEES ARE NOT INCLUDED IN THE QUOTE****

Customer Signature:_____ **Date:**

Southern Vac Representative:_____ **Date:** 10/13/2022

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # VI. - 1.
Clerk to the Board - Resolution - Jennings Edge

From:
Daralyn Spivey

Issue/Action Requested:
Request the Board of Commissioners consider adopting this resolution to honor Mr. Jennings Edge of Calabash who was instrumental over the last 38 years in his service to Fire Department of the Calabash community.

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 consider adopting this resolution to honor Mr. Jennings Edge of Calabash who was instrumental over the last 38 years in his service to Fire Department of the Calabash community.

ATTACHMENTS:

Description

- Jennings Edge Resolution

County of Brunswick

Office of the County Commissioners

RESOLUTION HONORING JENNINGS D. EDGE
CALABASH FIRE DEPARTMENT

WHEREAS, on behalf of the Brunswick County Board of Commissioners, we wish to extend our sincere sympathies over the passing of Jennings D. Edge; and

WHEREAS, Mr. Edge served his community in various capacities to include transitioning the Calabash Fire Department from a small, all volunteer fire department to the robust combined career and volunteer fire department that stands today, serving on the Calabash Fire Department Board of Directors for 38 years with 23 of those years serving as the President of the Board; and

WHEREAS, Mr. Edge was instrumental in the construction of two new fire station facilities in 2004 and 2014 respectively to support fire service delivery, improve response times, and provide other essential needs for both the growing fire department and community; and

WHEREAS, Mr. Edge had a tremendous compassion for the firefighters of Calabash Fire Department and for all the community members for which it served. He was a great communicator, had a strong rapport with surrounding communities, public safety officials, local leaders, and residents alike across Brunswick County; and

WHEREAS, Mr. Edge showed exceptional support and displayed great trust in the fire chiefs and the staff that served during his tenure; and

WHEREAS, Mr. Edge was a true public servant who always strove to do positive work for the benefit of others, a man who brought peace to those around him, and exemplified great humility and dedication to his community and to the Calabash Fire Department. He earned the respect, admiration and high regard of all with whom he came into contact with, and the community has sustained a great loss in his passing.

NOW, therefore, on behalf of the Brunswick County Board of Commissioners, the Board wishes to extend its sincere sympathies to the family and friends of Jennings D. Edge, upon his passing on November 2, 2022.

Adopted this, the 7th day of November 2022.

ATTEST:

_____
Randy Thompson, Chair
Board of Commissioners

_____
Daralyn Spivey, CMC, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # VI. - 2.
Clerk to the Board - Resolution - National Hunger and Homelessness Awareness Week

From:
Daralyn Spivey

Issue/Action Requested:
Request the Board of Commissioner's adopt the Proclamation recognizing the week of November 12-20, 2022 as National Hunger and Homelessness Awareness Week.

Background/Purpose of Request:
Mr. Callaghan reached out requesting the Board declare the week of November 12-20, 2022 as National Hunger and Homelessness Awareness Week to educate the public on the needs of those affected within the County.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioner's adopt the Proclamation recognizing the week of November 12-20, 2022 as National Hunger and Homelessness Awareness Week.

ATTACHMENTS:

Description

- Resolution National Hunger & Homelessness Awareness Week

County of Brunswick

Office of the County Commissioners

PROCLAMATION DESIGNATING NOVEMBER 12-20, 2022 AS NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK IN BRUNSWICK COUNTY, NORTH CAROLINA

WHEREAS, for the past several years the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness week; and

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless in Brunswick County, North Carolina, for very low-income residents, and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS, there are organizations committed to sheltering, providing supportive services as well as meals and food supplies to the homeless, to wit: faith-based ministries and other nonprofit organizations that assist with the needs of the hungry and homeless; and

WHEREAS, these faith-based ministries and other nonprofit organizations that assist with the needs of the hungry and homeless recognize that hunger and homelessness continue to be a serious problem for many individuals and families in Brunswick County, North Carolina; and

WHEREAS, the intent of National Hunger and Homelessness Awareness Week is consistent with the activities of faith-based ministries and other nonprofit organizations that assist with the needs of the hungry and homeless.

NOW, THEREFORE, the Brunswick County Board of Commissioners does hereby proclaim November 12-20, 2022, as National Hunger and Homelessness Awareness Week and encourages all citizens to recognize that many people lack adequate housing and need support from citizens and private/public nonprofit service entities.

This the 7th day of November, 2021.

_____

Randall Thompson, Chairman
Brunswick County Commissioners

Attest:

_____

Daralyn Spivey
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # VI. - 3.

From:
Aaron Smith

Finance - Presentation - Auditor's Report on the Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2022 (Paula Hodges, Partner - Martin Starnes and Associates, CPAs, P.A.)

Issue/Action Requested:
Request that the Board of Commissioners receives the report from Ms. Paula Hodges, partner of Martin Starnes and Associates, CPAs, P.A., regarding the auditors' opinion of the Annual Comprehensive Financial Report for the fiscal year ended June 30, 2022.

Background/Purpose of Request:
An independent audit was conducted on the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Brunswick County as of and for the fiscal year ended June 30, 2022.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners receives the report from Ms. Paula Hodges, partner of Martin Starnes and Associates, CPAs, P.A., regarding the auditors' opinion of the Annual Comprehensive Financial Report for the fiscal year ended June 30, 2022.

ATTACHMENTS:

Description

- FY 2022 Annual Report

ANNUAL COMPREHENSIVE FINANCIAL REPORT

2022

BRUNSWICK COUNTY

910-253-2000

brunswickcountync.gov

finance@brunswickcountync.gov

COUNTY OF BRUNSWICK
NORTH CAROLINA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the Fiscal Year Ended June 30, 2022

Prepared by Brunswick County Finance

COUNTY OF BRUNSWICK, NORTH CAROLINA
Annual Comprehensive Financial Report
For the Fiscal Year Ended June 30, 2022

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COUNTY OF BRUNSWICK, NORTH CAROLINA
Annual Comprehensive Financial Report
For the Fiscal Year Ended June 30, 2022

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COUNTY OF BRUNSWICK, NORTH CAROLINA
Annual Comprehensive Financial Report
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COUNTY OF BRUNSWICK, NORTH CAROLINA
Annual Comprehensive Financial Report
For the Fiscal Year Ended June 30, 2022

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Brunswick County

Post Office Box 249
Bolivia, North Carolina 28422

Telephone: (910) 253-2070
Fax: (910) 253-2068

October 31, 2022

Honorable Members of the Brunswick County Board of Commissioners and Residents of Brunswick County, North Carolina:

State law requires that all local governments publish within four months of the close of each fiscal year, a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited by following generally accepted auditing standards by a firm of licensed certified public accountants. Under that requirement, we hereby issue the annual report of Brunswick County for the fiscal year ended June 30, 2022.

This report consists of management's representations concerning the finances of Brunswick County. Consequently, management assumes full responsibility for the completeness and reliability of all the information presented in this report. To provide a reasonable basis for making these representations, the management of Brunswick County has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of Brunswick County's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, Brunswick County's comprehensive framework of internal controls has been designed to provide reasonable rather than an absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

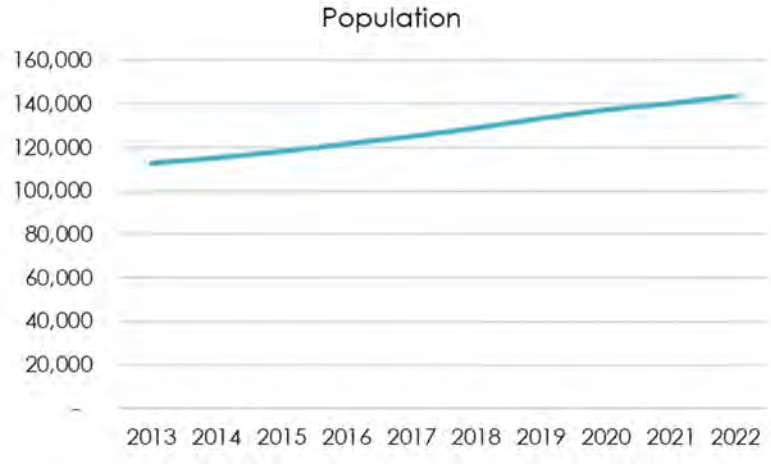
Martin Starnes & Associates, CPA's, P.A., a firm of licensed certified public accountants, has independently audited Brunswick County's financial statements. The goal of the independent audit was to provide reasonable assurance that the financial statements of Brunswick County for the fiscal year ended June 30, 2022, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that Brunswick County's financial statements for the fiscal year ended June 30, 2022, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of the report.

The independent audit of the financial statements of Brunswick County was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal and state grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements

but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal and state awards. These reports are available in the County's separately issued Compliance Letters.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. Brunswick County's MD&A can be found immediately following the independent auditor's report.

Profile of the Government



Brunswick County, founded in 1764 by the North Carolina General Assembly, is located in the southeastern corner of the State in the coastal plains region. As is typical of coastal plains, the topography is characterized by flatlands with a soil composition of sand and sand loam. Forming a natural boundary on the southeast, the Atlantic Ocean gives the County approximately 47 miles of beachfront. It has an estimated population of 143,549, which is an increase of approximately 27% since 2013. It is the sixth-largest county in the State, having a land area of 846 square miles.

Though historically rural, the County has become increasingly more developed in recent years, largely as a tourism and retirement destination. There are 19 small municipalities, two sanitary districts and two water and sewer authorities. The County seat is located near the Town of Bolivia, in the approximate geographic center of the County.

Ocean Isle Beach

The County is governed by a Board of Commissioners (the "Board") consisting of five members elected on a partisan basis, with Commissioners running from and representing districts, but being elected at large for four-year staggered terms in November of even-numbered years. The Board takes office on the first Monday in December following each election. The Board elects a chairman and vice-chairman from among its members.

The major duties of the Board include adoption of the annual budget, setting of the annual property tax rate, and appointment of various officials (County Manager, County Attorney, Clerk to the Board, and members of County boards and commissions). In addition, the Board can adopt policies concerning the operation of the County, plan for County needs, and enact local ordinances. The Board also has the authority to call bond referenda, enter into contracts and establish new programs and departments.

Brunswick County, like most counties in the State, has a Commissioner/Manager form of government. The manager is appointed by the Board and serves at its pleasure.

Brunswick County provides a broad range of services that include public safety, environmental protection, health and social services, cultural and recreational programs, community and economic development, and education. The County also operates a water and wastewater utility system. This report encompasses the County's activities in maintaining these services and includes its financial support to certain separate agencies, boards, and commissions to assist their efforts in serving citizens. Among these are the Brunswick County Schools and Brunswick Community College.

The financial reporting entity includes all funds of the primary government (Brunswick County), as well as all of its component units. Component units are legally separate entities for which the primary government is financially accountable. Discretely presented component units, if applicable, are reported in a separate column in the general purpose financial statements to emphasize that they are legally separate from the primary government and to distinguish their financial positions, results of operations, and cash flows from those of the primary government. The Brunswick County Board of Alcoholic Beverage Control, the Brunswick County Tourism Development Authority, and the Brunswick County Airport Commission are reported as discretely presented component units in the financial statements. The Brunswick County Industrial Facility and Pollution Control Financing Authority and Brunswick County Leasing Corporation are also component units of Brunswick County however, both do not have financial transactions or account balances and are therefore not reported in the financial statements.

Brunswick County
Board of Commissioners

Financial Information

Internal Control. The County's internal control structure is designed to ensure that the assets of the County are protected from loss, theft, or misuse and to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met for both internal and external reporting purposes. Refining internal controls is an ongoing process that is necessary to provide these assurances.

Annual Budget. The annual budget serves as the foundation for Brunswick County's financial planning and control. Each year all County departments are required to submit requests for appropriation to the County Manager, who then compiles a proposed budget and presents it to the Board of Commissioners for review. The board is required to hold public hearings on the proposed budget and to adopt a final budget by July 1 of the fiscal year, or the Board must adopt an interim budget that covers that time until the annual ordinance can be adopted. The annual ordinance includes appropriations for the General, the Special Revenue (excluding the grant projects), and the Enterprise funds. Note 1 to the financial statements provides additional information on budgetary data. Budget-to-Actual comparisons are provided in this report for each governmental fund for which an appropriated annual budget has been adopted. For the General Fund, this comparison is presented on page 22 as part of the basic financial statements for the governmental funds. For annually budgeted special revenue funds, this comparison is presented in the non-major governmental fund subsection of this report, which starts on page 122. Also included in the governmental fund subsection are project-length budget-to-actual comparisons for each governmental fund for which a project-length budget has been adopted (i.e., capital project funds).

In addition, Brunswick County was given the GFOA's Distinguished Budget Presentation Award for its annual budget document for the Fiscal Year 2021-2022. This is the sixteenth consecutive year the County has received this award. This program was established to

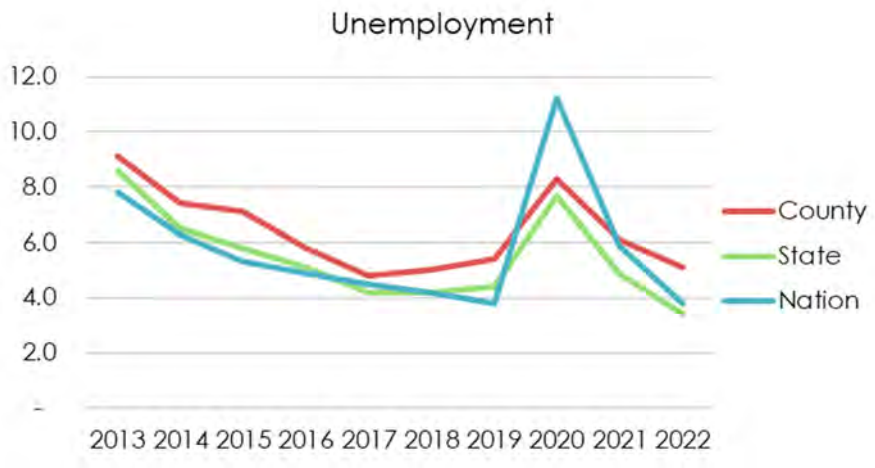
encourage and assist state and local governments to prepare budget documents of the very highest quality that reflect both the guidelines established by the National Advisory Council on State and Local Budgeting and the GFOA's best practices on budgeting and then to recognize individual governments that succeed in achieving that goal.

Brunswick County's bond ratings with S & P Global Services are AAA for general obligation bonds, AA+ for limited obligation bonds, and the AA- for revenue bonds. Moody's Investor Services are Aaa for general obligation bonds, Aa1 for limited obligation bonds, and Aa2 for revenue bonds.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which Brunswick County operates.

Local economy. Brunswick County in recent years has experienced significant growth in its permanent population. The County's population growth in 2022 is 2.2%, ranked number 2 in the state and number 30 in the country. The permanent population grew at an average rate of approximately 2.7 percent annually over the last ten years. The County's growth rate continues to increase mainly due to many people moving to Brunswick County for its quality of life. Residential and commercial development has shown growth annually over the last five years.



The County and State's unemployment rates in June 2022 were 5.1 and 4.1 percent, respectively. The State's seasonally adjusted unemployment rate at June 2022 is 3.4.

Brunswick County EMS

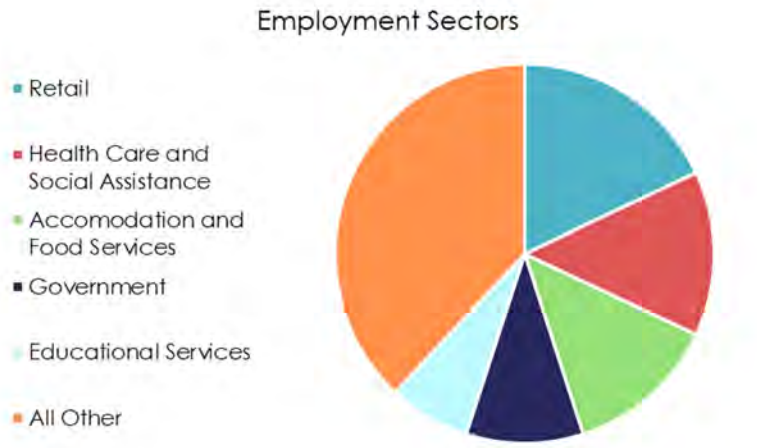
Employment in Brunswick County had seen continued growth in the labor force as well as total employment before the COVID-19 pandemic. As recovery from the downturn continues, the total employment in June 2022 increased to 55,194 jobs, representing a 3,156 or a 6.1% increase from the previous year.

Brunswick County continues to see strong, consistent growth concerning economic growth and development. From 2021 to 2022, Brunswick County's business investment increased by $83,107,111 representing a 5.2% increase. There have been 2 new industries to announce their decision to locate in Brunswick County during FY 2022 to include Bluegrass Protective Films, LLC and Lowes Distribution warehouse. Bluegrass Protective Films will locate in a portion of the TriTech Forensics Building located at the Leland Industrial Park and create 33 jobs within 5 years paying average wages of $50,576. Investment is projected to be $8 million in machinery and equipment. Bluegrass Protective Films manufactures and distributes protective films to the automotive industry both domestically and internationally. Lowes Home Improvement announced plans to add a distribution facility in the International Commerce Center, a newly constructed spec building, at the International Logistics Park of NC. Lowes anticipates 50 employees being located at the facility. TriTech Forensics announced plans to expand their location at the International Commerce Center retaining 80 jobs in Brunswick County. This new location will allow TriTech to consolidate and expand their facility.

Brunswick County continues marketing two large industrial parks. The International Logistics Park of North Carolina and the Mid Atlantic Industrial Rail Park are both located adjacent to US Highway 74/76 at the Brunswick/Columbus County line and have over 1,000 acres of land each. The ILPNC, a State Tier 1 identified site, provides services for water, wastewater, and fiber optics. The Mid Atlantic Industrial Rail Park also has sewer and water service and can provide natural gas. CSX transportation serves the park with rail and has recognized the Mid Atlantic Industrial Park as one of twenty-three sites designated as a "CSX Select Site" in their system. In February 2019, both the International Logistics Park and Mid Atlantic Industrial Rail Park were recertified by North Carolina as Certified Industrial Sites. Both sites have also been added to the Economic Development Partnership of North Carolina's Mega-Sites webpage.

Brunswick County has submitted buildings and sites to 81 potential new companies during FY 2022. This represents an increase of 65% from the previous year. There are currently 65 new companies reviewing Brunswick County with 5 having visited a site. These active projects who have visited Brunswick County represent $9.975 billion in new investment and 5,100 jobs. Brunswick County has also experienced an increase in Labor Force from 53,709 in May 2021 to 58,500 in June 2022, representing an approximate increase of 8.9%.

The County's diversified economy is based primarily upon tourism, manufacturing, retail, and construction. Our existing industries continue to expand as they have added many new jobs to the County. Tourism contributions include permanent as well as secondary housing development, increased retail sales, increased employment opportunities, and increased demand for potable water and wastewater collection and treatment services. Retail development has continued to pick up with new shopping centers completed and planned near St. James, Supply, Shallotte, and Leland and the infill of stores within centers in the southern part of the County. In the past year, residential construction has increased with hundreds of new homes now under construction.



Retail trade is the largest employment sector in Brunswick County, accounting for 18% of employment, while health care and social assistance represent 14%, accommodation and food services 13%, government 10%, educational services 7%, construction 7%, administrative and waste services 5%, arts, entertainment 4%, manufacturing 4%, utilities 3%, transportation 3%, professional 3%, and real estate 3%. Various other employment sectors make up the remaining 6%.

Novant Health Brunswick Medical Center is one of two hospitals in Brunswick County which was a replacement hospital with 200,000 square feet with all private rooms costing more than $100 million. The hospital facility opened in July 2011 and is located centrally in Brunswick County approximately 3 miles from the prior facility on Hwy. 17 near Brunswick Community College. The hospital contains 78 private rooms, 5 operating rooms, 1 GI endoscopy room, pharmacy, lab, and emergency room.

Brunswick Community College serves the County with a variety of unique programs suited to the needs of the area including Aquaculture, Aquaponics, and Marine Biotechnology. Other

programs include Arts & Sciences, Nursing and Allied Health, High School and Academic Support, Professional and Technical, and Continuing Education. Sustainability is also a focus of the college. It maintains a 66 plus acre site designated as an NC Birding Trail that is made of forests, wetlands, and walking trails. Through a partnership with the Golden LEAF Foundation and the U.S. Economic Development Administration, the Community College also participates in the Brunswick Business and Industry Incubator. It provides new and growing businesses with the tools necessary for success through an array of business support resources and services.

Cape Fear Regional Jetport also known as "Howie Franklin Field" is located in Oak Island, NC drawing both business and recreation planes. The ideal location with 47 miles of beach, historical seaport villages, exclusive island getaways, more than 30 golf courses, fantastic inshore and offshore fishing, world-famous seafood, and spectacular weather year-round combined with the airport itself boasting 18 businesses including two aircraft maintenance shops, the largest flight school on the coast, helicopter flight school, bait and tackle shop, an avionics shop and an aircraft charter shop just to name a few. The airport is 4th in General Aviation Airport economic engines in the State of North Carolina out of 72 other airports.

Brunswick County's economic future looks bright as the new industrial parks expand, new retail shopping centers develop, new tourist attractions are completed, and new residential growth continues.

Cultural and Recreation

Golfing: Brunswick County is one of the major golf hubs in the State of North Carolina. More than thirty state-of-the-art golf courses with most having residential/commercial development associated with them are located within the County.

Beaches: The county stretches from historic Wilmington to Myrtle Beach, South Carolina. It is made up of 5 barrier islands: Sunset Beach, Ocean Isle Beach, Holden Beach, Oak Island, and Bald Head Island along with many coastal towns along the intercostal waterway.

Parks and Community: Brunswick County provides many parks and facilities that can be used for golf, athletics, special populations programs, community events, and more. The parks and recreation department maintains 12 parks and 4 community centers including an amphitheater, multiple fields, and picnic shelters, 28 tennis courts, and 10 pickleball courts. The Brunswick Nature Park is 911 acres of undeveloped wilderness with hiking and biking trails and a kayak/canoe launch site.

Library: There are five library branches across Brunswick County offering books, magazines, movies, audiobooks, and music CDs for use. Branches are in Southport, Shallotte, Leland, Oak

Island, and Carolina Shores. They each offer computer access, educational and community events, and eBooks along with meeting rooms and copy/fax services.

Museums: The County is home to many landmarks and museums that provide great educational opportunities for both residents and visitors alike. Locations include one of North Carolina's state historic sites and working archeological sites at Brunswick Town Fort Anderson along with the North Carolina Maritime Museum located in Southport. The County is also home to North Carolina's oldest standing lighthouse known as Old Baldy on Bald Head Island as well as the last lighthouse to be built in North Carolina known as the Oak Island Lighthouse. There are many other museums, landmarks, and historical sites throughout the County with historical and cultural significance.

Long-Term Financial Planning

Brunswick County's financial strength is reflective of its careful financial planning and sound management policies. The County outlines its goals and objectives as a guide, prepares a planning document to take a five-year look at a fiscally sustainable future, and maintains a Five-Year Capital Improvement Plan to meet the growing needs of the County. Projects are funded based on need and meeting financial targets for fund balance and debt service along with maintaining attractive bond ratings.

General Government. The County's operating general fund budget for the fiscal year ending June 30, 2023, totals $245,024,668 with no increase in the property tax rate of .4850 per $100 of assessed value, based on a total valuation of $31.69 billion. The estimated value of one cent is $3.11 million.

In November 2016, voters approved a $152 million bond referendum as requested by the Board of Education for the school's district-wide deferred maintenance and improvement, technology infrastructure, the need for new and replacement schools, and the addition of an early college and career technical educational building. The County has issued its third and final phase in July 2022 of $51.5 million.

The Five-Year Capital Improvement Plan for the general government in FY 2023 totals $9.4 million. This is made up of an environmental protection project for $7.7 million for the construction of a transfer station at the existing landfill and $1.8 million for County Complex Buildings and Renovations. The planned funding source is $9.4 million in capital reserves.

Water. The number of customers connected to the County's water system continues to increase with a rate of 6.3% to 50,095 as of June 30, 2022. Due to the growth and the increase

Judge Ola M. Lewis
Brunswick County Courthouse
Expansion & Renovations

in irrigation demand, additional transmission system improvements are planned for the next five years. The water fund capital improvement plan includes three projects planned for FY 2023 at a total estimated cost of $1.9 million. These are a Utility Operations Center Expansion at $0.5 million funded with capital reserve, a Northwest Water Treatment Plant Raw Water Reservoir at $1.0 million funded with pay-go funds, and Southeast Area Improvements at $0.4 million funded by grant funds.

Increased water demands of our retail, wholesale, and industrial customers require the expansion of the capacity in the Northwest Water Treatment Plant and transmission from 24 mgd to 45 mgd providing 36 mgd advanced treatment low-pressure reverse osmosis process water costing $156.8 million, and fourteen (14) miles of 54" raw water main from the LCFWSA King's Bluff Pump Station to the ground storage tank in Northwest at an estimated county shared cost of $26.6 million. The raw water main will also provide the county with a redundant system in the event of damage to the existing raw water pipeline. Revenue bonds were issued in November 2019 and in June 2020 for the construction of water projects costing $183.4 million. With capitalized interest during the construction period, additional debt service payments began in 2022 of $1.0 million and in 2023 of $8.8 million.

Wastewater. The County currently operates six wastewater treatment plants with a combined permitted wastewater treatment capacity of 10.855 mgd. County customers connected to the system grew 10.0% as of the end of the fiscal year 2022 to 23,624 customers.

The West Brunswick Regional Water Reclamation System includes a capacity of a 6.0 mgd facility and a 0.5 mgd facility that uses drip irrigation, spray irrigation, and groundwater recharge through infiltration basins for effluent disposal. The County has wastewater service agreements with the Town of Holden Beach, Town of Oak Island, and Town of Shallotte for a portion of the 6.5 mgd treatment capacity.

The County operates the Northeast Brunswick Regional Water Reclamation Facility with a capacity of 2.475 mgd. This facility serves the Town of Leland, Town of Navassa, and H2GO as participants in the facility and is fully supported by user charges. Due to the rapid growth in the northern section of the County, the County has begun construction to expand the Northeast Brunswick Regional Wastewater System capacity by 2.5 mgd. Increasing its capacity to 4.975 mgd. The county issued revenue bonds in November 2019 for a project cost of $51.9 million adding approximately $3.4 million in debt service. July 1, 2020, the county acquired the Town of Navassa's sewer system and the county will be responsible for 20.58% or $0.7 million of the 2.5 mgd expansion.

The construction of the Ocean Ridge Reclaimed Water Main is planned to accommodate the disposal of up to 900,000 gpd at the Ocean Ridge Golf Courses.

Northeast Wastewater Treatment Plant Expansion

The County plans to continue the expansion of its collection system through the use of Special Assessment Districts and the Enterprise Funded Sewer Main Extension Program as funds are available.

Awards and Acknowledgements

Awards. The Government Finance Officers Association ("GFOA") awarded a Certificate of Achievement for Excellence in Financial Reporting to the County for its Annual Comprehensive Financial Report for the fiscal year ended June 30, 2021. This is the twentieth (20th) consecutive year that the County has received the prestigious award. To be awarded a Certificate of Achievement, the County must publish an easily readable and efficiently organized annual financial report. The report also must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for one year only. We believe that this annual financial report continues to meet the Certificate of Achievement Program's requirements and are submitting it to the GFOA to determine its eligibility for another certificate.

Acknowledgments. We appreciate the efforts of the entire staff of the Finance Department throughout the year, especially during the preparation of this annual financial report with the assistance of Martin Starnes & Associates, CPAs, P.A. We would like to recognize Karen McCall, CPA, Deputy Finance Officer, and the other members of the finance staff for their dedication and ongoing efforts in the preparation of the 2022 annual report:

Yvette Glenn	Carrie Hurst	Jackson Jordan
Christina Kennedy	Tammy Miller	Melissa Modafferi
Bill Noland	Denise O'Donnell-Jones	Ventzie Penev
Kathryn Regan	Cathy Roeder	Tiffany Rogers

We would like to commend each County department for their cooperation and assistance in carrying out the activities and services comprised in this report. Recognition and appreciation are also extended to the County Manager and the Board of Commissioners for their continual support in maintaining the highest standards of professionalism in the management of Brunswick County's finances.

Respectfully submitted,

Aaron C. Smith, CPA
Director of Fiscal Operations

Brunswick County Social Services

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

County of Brunswick
North Carolina

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2021

Executive Director/CEO

BRUNSWICK COUNTY

BOARD OF COMMISSIONERS

Randy Thompson
Chairman
District 1

Mike Forte
Vice Chairman
District 4

J. Martin Cooke
District 2

Pat Sykes
District 3

Frank Williams
District 5

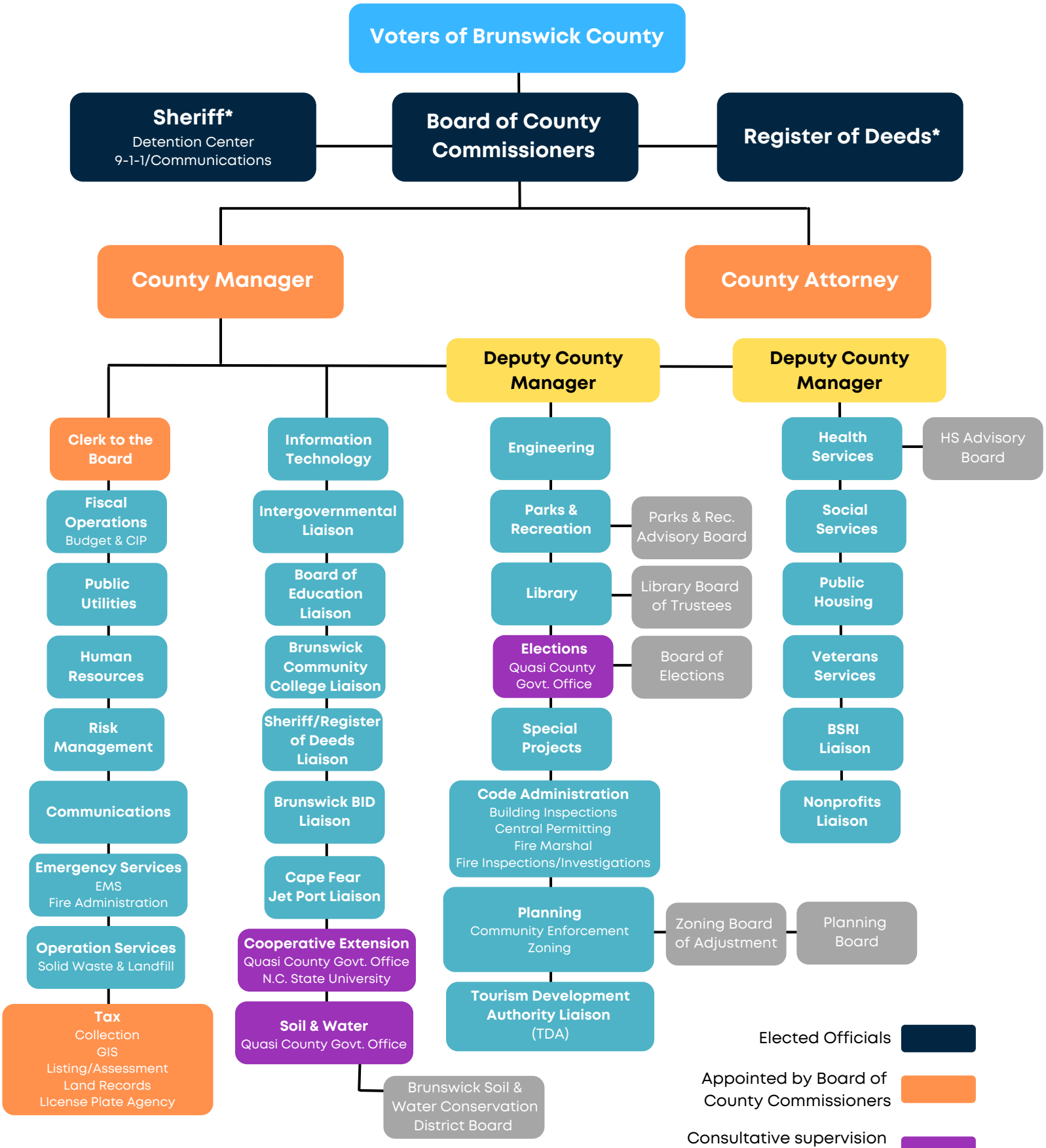
COUNTY OFFICIALS

Steve Stone	County Manager
Robert V. Shaver	County Attorney
Daralyn Spivey	Clerk to the Board
Aaron Smith	Director of Fiscal Operations

OTHER ELECTED OFFICIALS

Brenda M. Clemmons	Register of Deeds
John W. Ingram, V	Sheriff

BRUNSWICK COUNTY ORGANIZATIONAL CHART



MARTIN ♦ STARNES
& ASSOCIATES, CPAs, P.A.
"A Professional Association of Certified Public Accountants and Management Consultants"

Independent Auditor's Report

Board of Commissioners
Brunswick County
Bolivia, North Carolina

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Brunswick County, North Carolina, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of the other auditors, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Brunswick County, North Carolina, as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the Brunswick County Board of Alcoholic Control, which represents 14%, 10% and 53%, respectively, of the assets, net position, and revenues of the discretely presented component units as of June 30, 2022, and the respective changes in financial position, and where applicable, cash flows thereof for the year then ended. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Brunswick County Board of Alcoholic Control, is based solely on the report of the other auditors.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the County, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions. The financial statements of the Brunswick County Board of Alcoholic

Control, the Brunswick County Airport Commission, and the Brunswick County Tourism Development Authority were not audited in accordance with *Government Auditing Standards*.

Change in Accounting Principle

As discussed in Note 18 to the financial statements, in 2022 the County adopted new accounting guidance, GASB Statement No. 87, *Leases.* Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Law Enforcement Officers' Special Separation Allowance schedules of the Changes in Total Pension Liability and Total Pension Liability as a Percentage of Covered Employee Payroll, the Detention Officers' Special Separation Allowance schedules of the Changes in Total Pension Liability and Total Pension Liability as a Percentage of Covered Employee Payroll, the Other Post-Employment Benefits schedules of Changes in the Total OPEB Liability and Related Ratios, the Local Government Employees' Retirement System schedules of the County's Proportionate Share of Net Pension Liability and County Contributions, and the Register of Deed's Supplemental Pension Fund schedules of the County's Proportionate Share of the Net Pension Asset and County Contributions to be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We and the other auditors have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Brunswick County's basic financial statements. The combining and individual fund financial statements, budgetary schedules, other schedules, and the Schedule of Expenditures of Federal and State Awards, as required by Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and the State Single Audit Implementation Act, are presented for purposes of additional analysis and are not a required part of the basic financial statements. The Financial Data Schedule is presented for purposes of additional analysis as required by the U.S. Department of Housing and Urban Development and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and the other auditors. In our opinion, based on our audit and the report of the other auditors, the combining and individual fund financial statements, budgetary schedules, other schedules, Financial Data Schedule, and the Schedule of Expenditures of Federal and State Awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and

our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 31, 2022 on our consideration of Brunswick County's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of Brunswick County's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Brunswick County's internal control over financial reporting and compliance.

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina
October 31, 2022

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of Brunswick County, we offer readers of Brunswick County's financial statements this narrative overview and analysis of the financial activities of Brunswick County for the fiscal year ended June 30, 2022. We encourage readers to consider the information presented herein in conjunction with additional information furnished in the County's financial statements, which follow this narrative.

FINANCIAL HIGHLIGHTS

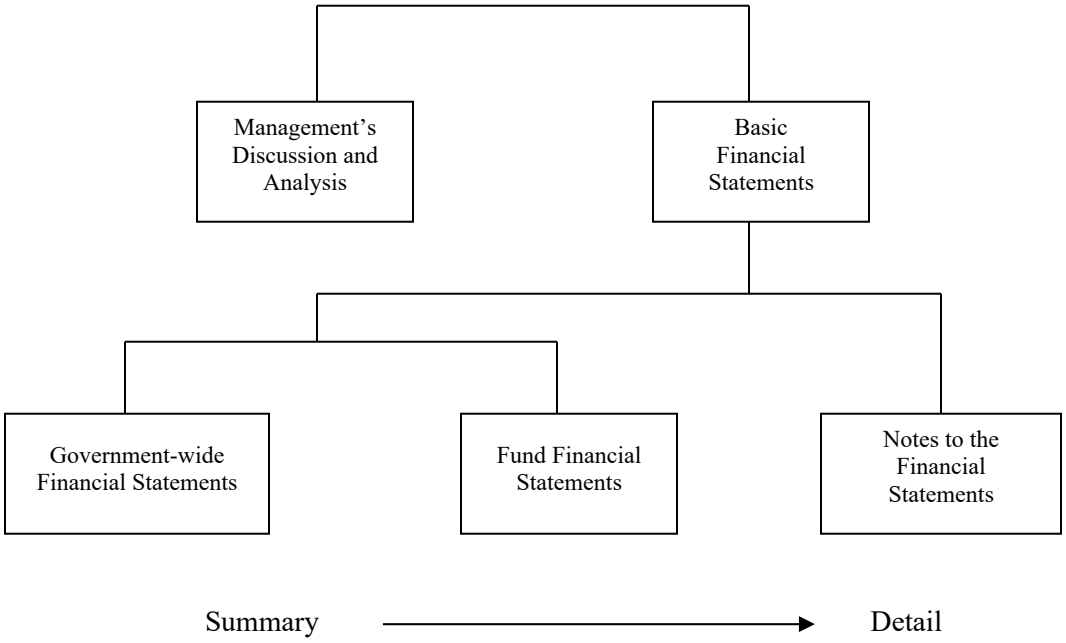
- The assets and deferred outflows of resources of Brunswick County's governmental activities exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $92.6 million (*net position*). The County's net position is impacted considerably by the general obligation debt the County has issued on the behalf of the school system and community college to fund capital outlay. Under North Carolina law, the County is responsible for providing capital funding for the school system and college. The County has chosen to meet its legal obligation to provide education capital funding by using a mixture of sales taxes, NC Education Lottery, general obligation debt, and installment debt. A portion of the assets funded by the County issued debt is owned, utilized, and maintained by the school system and community college, therefore, the County acquires no capital assets, and incurred liability without a corresponding increase in assets. At the end of the fiscal year, the outstanding balance of the education general obligation debt is approximately $91.2 million. Furthermore, the entire amount of education general obligation debt is collateralized by the full faith, credit, and taxing power of the County. The County is authorized and required by state law to levy ad Valorem taxes, without limit as to rate or amount, as may be necessary to pay the debt service on its general obligation bonds. Principal and interest requirements will be provided by an appropriation in the year in which they become due. Note 8H on page 66 further explains the effect of education debt on net position.
- The County's net position of governmental activities increased by $33.3 million mainly due to revenues of $12.5 million related to the American Rescue Plan Act to support urgent COVID-19 response efforts and replace lost revenue for the eligible state, local, territorial, and tribal governments. Management also maintains a focus on monitoring spending and increased revenue collections in the General Fund such as an increase in Ad Valorem tax collections of $4.6 million and Local Option Sales Tax of $5.7 million due to growth in the County. This is partially offset by education capital projects expenditures not included in capital assets.
- As of the close of the 2022 fiscal year, the County's general fund reported amounts restricted for Stabilization by State statute of $15.3 million, restrictions for public housing section 8 beneficiaries of less than $0.1 million, $1.3 million restricted for the Interlocal Agreement with Holden Beach, $2.7 million restricted for health and wellness programs, and $0.6 million restricted for seized funds held by the Sheriff totaling $20.0 million. The unrestricted fund balance totals $119.7 million of which $0.2 million is committed for revaluation purposes, $0.1 million is nonspendable for prepaid, $10 million is assigned as designated for future projects and just over $6.0 million is assigned for carryover expenditures into the next fiscal year leaving $103.4 million available for spending.
- Moody's Investor Services ratings are Aaa for general obligation bonds, Aa1 for limited obligation bonds, and Aa2 for revenue bonds. S & P Global Services ratings are AAA for general obligation bonds, AA+ for limited obligation bonds, and the rating for revenue bonds remains AA-. The County bond ratings with Fitch are AA+ for general obligation bonds, AA for limited obligation bonds, and AA- for revenue bonds.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to Brunswick County's basic financial statements. Brunswick County's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements (Figure 1). The basic financial statements present two different views of the County through the use of government-wide statements and fund financial statements. In addition to the basic financial statements, this report contains other supplemental information that will enhance the reader's understanding of the fiscal condition of Brunswick County.

Required Components of Annual Financial Report

Figure 1



BASIC FINANCIAL STATEMENTS

The first two statements in the basic financial statements are the **Government-wide Financial Statements**. They provide both short and long-term information concerning the County's financial status.

The next statements are the **Fund Financial Statements**. These statements focus on the activities of the individual parts of the County's government, providing more detail than the government-wide statements. There are four parts to the Fund Financial Statements: 1) the governmental fund's statements, 2) the budgetary comparison statements, 3) the proprietary fund statements, and 4) the fiduciary fund statements.

The final section of the basic financial statements is the **notes**. The notes to the financial statements explain in detail some of the data contained in those statements. Following the notes, **supplemental information** provides details of the County's non-major governmental funds, which are combined in one column on the basic financial statements. Budgetary information required by the North Carolina General Statutes can also be found in this part of the statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The government-wide financial statements are designed to provide readers with a broad overview of Brunswick County's finances, in a manner similar to a private-sector business.

The two government-wide statements report the County's net position and how they have changed. Net position is the difference between the County's total assets and deferred outflows of resources and total liabilities and deferred inflows of resources. Measuring net position is one way to gauge the County's financial condition.

The statement of activities presents information showing how the County's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in the statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the County that are principally supported by taxes and intergovernmental revenues *(*governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user charges (business-type activities). The governmental activities of Brunswick County include general government services, public safety, public education, human services, economic development, and cultural services. The business-type activities of Brunswick County are water and wastewater services offered by the County.

The government-wide financial statements include not only Brunswick County itself (known as the primary government), but also the Brunswick County ABC Board, Airport Commission, and Tourism Development Authority. Although legally separate from the County, these boards, commissions, and authorities are important to the County because the County exercises control over its members by appointing them. Financial information for these component units is reported separately from the financial information presented for the primary government itself.

The government-wide financial statements can be found on pages 15-17 of this report.

FUND FINANCIAL STATEMENTS

The fund financial statements provide a more detailed look at the County's most significant activities. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The County, like all other governmental entities in North Carolina, uses fund accounting to ensure and reflect compliance (or non-compliance) with finance-related legal requirements, such as the General Statutes or the County's budget ordinance. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds - Governmental funds are used to account for those functions reported as governmental activities in the government-wide financial statements. Most of the County's basic services are accounted for in governmental funds. These funds focus on how assets can readily be converted into cash flow in and out, and what monies are left at year-end that will be available for spending in the next year. Governmental funds are reported using an accounting method called *modified accrual accounting*

which provides a current financial resources focus. As a result, the governmental fund financial statements give the reader a detailed short-term view that helps him or her determine if there are more or less financial resources available to finance the County's programs. The relationship between government activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds is described in a reconciliation that is a part of the fund financial statements.

The County adopts an annual budget for its General Fund, as required by the General Statutes. The budget is a legally adopted document that incorporates input from the citizens of the County, the management of the County, and the decisions of the Board about which services to provide and how to pay for them. It also authorizes the County to obtain funds from identified sources to finance these current period activities. The budgetary statement provided for the General Fund demonstrates how well the County complied with the budget ordinance and whether or not the County succeeded in providing the services as planned when the budget was adopted. The budgetary comparison statement uses the budgetary basis of accounting and is presented using the same format, language, and classifications as the Statement of Revenues, Expenditures, and Changes in Fund Balance. The statement shows four columns: 1) the original budget as adopted by the board; 2) the final budget as amended by the board; 3) the actual resources, charges to appropriations, and ending balances in the General Fund; and 4) the difference or variance between the final budget and the actual resources and charges.

Proprietary Funds - The County has one kind of proprietary fund. *Enterprise Funds* are used to report the same functions presented as business-type activities in the government-wide financial statements. The County uses enterprise funds to account for its water and wastewater activities. These funds are the same as those functions shown in the business-type activities in the Statement of Net Position and the Statement of Activities.

Fiduciary Funds – Custodial funds are used to report fiduciary activities for assets held by the County on behalf of others that meet certain criteria. The County has three Custodial funds.

Notes to the Basic Financial Statements - The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 29-91 of this report.

Other Information - In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the County's progress in funding its obligation to provide pension benefits to its employees and other post-employment health benefits to employees. Required supplemental information can be found on pages 92-106 of this report.

Brunswick County's Net Position
Figure 2

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Current and other assets	$ 265,217,253	$ 232,733,943	$ 195,595,604	$ 241,153,276	$ 460,812,857	$ 473,887,219
Capital asset (net)	146,687,134	148,064,072	550,557,936	493,617,515	697,245,070	641,681,587
Total assets	411,904,387	380,798,015	746,153,540	734,770,791	1,158,057,927	1,115,568,806
Deferred Outflows of Resources:	48,836,285	50,212,782	6,366,112	7,371,265	55,202,397	57,584,047
Noncurrent liabilities	298,136,382	312,760,042	330,473,475	345,872,712	628,609,857	658,632,754
Other liabilities	42,250,638	45,561,817	31,142,816	47,883,861	73,393,454	93,445,678
Total Liabilities	340,387,020	358,321,859	361,616,291	393,756,573	702,003,311	752,078,432
Deferred Inflows of Resources:	27,726,304	13,349,529	5,964,370	2,204,101	33,690,674	15,553,630
Net position:						
Net investment in capital assets	127,746,956	126,785,111	315,518,906	302,098,004	443,265,862	428,883,115
Restricted	23,171,792	22,879,562	-	-	23,171,792	22,879,562
Unrestricted	(58,291,400)	(90,325,264)	69,420,085	44,083,378	11,128,685	(46,241,886)
Total net position	$ 92,627,348	$ 59,339,409	$ 384,938,991	$ 346,181,382	$ 477,566,339	$ 405,520,791

The assets and deferred outflows of resources of Brunswick County governmental activities exceeded its liabilities and deferred outflows of resources by $92.6 million as of June 30, 2022. Net position is reported as follows: net investment in capital assets of $127.7 million, restricted for stabilization by State statute $15.4 million, restricted for other purposes $7.7 million, and unrestricted net position of $(58.3) million.

The net investment in capital assets category is defined as the County's investments in County-owned capital assets (e.g., land, buildings, machinery, and equipment), less any related debt used to acquire those assets. Brunswick County uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the County's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to repay these liabilities.

	Amount (in millions)
Total capital assets	$ 147.2
Less long-term debt	(109.1)
Less current maturities of long-term debt	(9.7)
Landfill closure included in long-term debt	7.8
Current portion of compensated absences	0.3
Education general obligation debt payable	91.2
Total net investment in captial assets	$ 127.7

The final category of net position is unrestricted resources. This balance may be used to meet the government's ongoing obligations to citizens and creditors. At June 30, 2022, the unrestricted resources were $(58.3) million. Even though the debt issued has been issued to finance capital outlay, construction, and renovation for the school system and the community college, the Governmental Accounting

Standards Board has determined that it is not capital debt for the County since it is not financing assets owned by the County. As a result, the education debt is reportable within the unrestricted category of the net position rather than as part of the category net investment in capital assets.

The impact of the inclusion of the education debt without the corresponding assets was offset by the continued low cost of debt due to Brunswick County's excellent bond ratings.

Brunswick County Changes in Net Position
Figure 3

	Governmental Activities		Business-type Activities		Total	
Revenues:	2022	2021	2022	2021	2022	2021
Program revenues:						
Changes for services	$ 28,753,942	$ 25,325,009	$ 82,511,173	$ 67,907,699	$ 111,265,115	$ 93,232,708
Operating grants and contributions	39,378,400	26,571,290	-	-	39,378,400	26,571,290
Capital grants and contributions	3,425,624	2,523,663	10,125,100	6,877,930	13,550,724	9,401,593
General revenues:						
Ad valorem taxes	154,660,159	149,471,104	-	-	154,660,159	149,471,104
Local option sales taxes	40,769,837	35,085,909	-	-	40,769,837	35,085,909
Other taxes	12,265,423	10,521,195	-	-	12,265,423	10,521,195
Investment earnings	231,741	131,756	171,131	63,549	402,872	195,305
Total revenues	279,485,126	249,629,926	92,807,404	74,849,178	372,292,530	324,479,104
Expenses:						
General government	18,295,685	17,647,297	-	-	18,295,685	17,647,297
Public safety	63,909,721	57,293,377	-	-	63,909,721	57,293,377
Central services	15,992,165	18,939,131	-	-	15,992,165	18,939,131
Human services	33,681,908	30,604,477	-	-	33,681,908	30,604,477
Transportation	3,866,053	986,003	-	-	3,866,053	986,003
Environmental protection	19,692,763	20,046,140	-	-	19,692,763	20,046,140
Cultural and recreation	7,370,332	6,627,479	-	-	7,370,332	6,627,479
Economic and physical development	8,940,721	8,907,797	-	-	8,940,721	8,907,797
Education	70,314,822	87,560,695	-	-	70,314,822	87,560,695
Interest on long-term debt	4,006,029	4,531,542	-	-	4,006,029	4,531,542
Water and wastewater	-	-	54,176,783	66,258,124	54,176,783	66,258,124
Total expenses	246,070,199	253,143,938	54,176,783	66,258,124	300,246,982	319,402,062
Increase (decrease) in net positon before transfers	33,414,927	(3,514,012)	38,630,621	8,591,054	72,045,548	5,077,042
Transfers	(126,988)	-	126,988	-	-	-
Increase (decrease) in net position	33,287,939	(3,514,012)	38,757,609	8,591,054	72,045,548	5,077,042
Net position, July 1	59,339,409	62,335,123	346,181,382	337,590,328	405,520,791	399,925,451
Net position, restated	59,339,409	62,853,421	346,181,382	337,590,328	405,520,791	400,443,749
Net position, June 30	$ 92,627,348	$ 59,339,409	$ 384,938,991	$ 346,181,382	$ 477,566,339	$ 405,520,791

Governmental activities. Governmental activities accounted for $92.6 million, which is 19.4 percent of the total net position. Governmental revenues increased mainly due to increases in ad valorem tax collections and local option sales taxes. Operating grants funded $39.4 million of the county's governmental activities. This was an increase from the prior year due to $12.5 million of American Rescue Plan Act funds to support urgent COVID-19 response efforts and replace lost revenue for the eligible state, local, territorial, and tribal governments. Governmental expenses decreased slightly due to decreases in Education Capital Improvements offset by operational increases in General Government, Public Safety, Human Services, and Cultural and Recreation. Governmental net position increased $33.3 million mainly due to increased revenue collections, controlled spending and principal debt retirements associated with education facilities for which the county does not own the underlying assets.

Business-type activities. Business-type activities increased the County's net position by $38.8 million. Business-type revenues increased mainly due to growth in customers resulting in increases in user charges, a mid-year water rate increase to fund debt service issued for the construction of the Northwest Plant expansion and Reverse Osmosis Treatment, as well as continued diligence in water and sewer revenue collection. Business-type expenses decreased due to a claims settlement recorded in the prior year offset slightly by current year increases in operations. Business-type net position increased by $38.8 million due to the completion of capital projects and capital contributions.

FINANCIAL ANALYSIS OF THE COUNTY'S FUNDS

As noted earlier, Brunswick County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of expendable resources. Such information is useful in assessing the County's financing requirements. In particular, the fund balance available for appropriation may serve as a useful measure of a County's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the County's governmental funds reported combined ending fund balances of $230.9 million, which is an increase of $32.4 million over the prior year. Approximately $36.3 million of the total fund balance is restricted by state stabilization or other restrictions and approximately $194.6 million is unrestricted. Of the unrestricted fund balance of $194.6 million at June 30, 2022, $0.2 million was committed for a legally budgeted tax revaluation, $75.0 million or approximately 38.5 percent was committed for education and county capital projects, $0.1 million was nonspendable for prepaids, $10.0 million was assigned as designated for future projects and $6.0 million was assigned for subsequent year expenditures leaving $103.3 million of unassigned fund balance. The unassigned fund balance of $103.3 million, which is approximately 44.7 percent of the total fund balance, is available for spending at the County's discretion.

The General Fund is the principal operating fund of the County. At the end of the current fiscal year, the unassigned fund balance in the general fund was $103.4 million, while the total fund balance for the general fund increased from $121.2 million to $139.7 million mainly due to increased ad valorem tax collections, local option sales taxes and other revenues tied to economic growth in the County as well as $10.0 million received from the American Rescue Plan Act Fund as the standard allowance for governmental services. Amounts in the General Fund balance assigned for subsequent year's expenditures totaled $6.0 million and assigned for future projects totaled $10.0 million. The amount of restricted general fund balance was $15.3 million for stabilization by state statute and $4.6 million for other restrictions related to health and wellness, public safety, public housing section 8 programs, and the Municipal Interlocal Agreement for Special Obligation Bonds. As a measure of the general fund's liquidity, it may be useful to compare unassigned fund balance to total general fund expenditures. Unassigned general fund balance represents 46.9% of total general fund expenditures before transfers for

capital projects, while the total general fund balance represents 63.3% of that same amount. The County Capital Project fund balance increased $19.5 million due to transfers from the General Fund offset by planned capital project expenditures. The Education Capital Project Fund balance decreased $5.4 million mainly due to planned capital project expenditures for the second phase of the $152 million bond referendum debt issued at $47.5 million in the prior year. The Non-Major Governmental Funds balance decreased by $0.2 million.

Enterprise Funds. The Water Fund's net position increased $15.0 million to $183.4 million. The Wastewater Fund's net position increased $23.8 million to $201.5 million. The increases in the net position of the enterprise funds are from growth in the customer base, a mid-year water rate increase to fund debt service issued for the construction of the Northwest Plant expansion and Reverse Osmosis Treatment, the completion of capital projects, and capital contributions.

General Fund Budgetary Highlights. During the fiscal year, the County revised the budget on several occasions. Generally, budget amendments fall into three categories: 1) amendments made to adjust estimates that are used to prepare the original budget ordinance once exact information is available, 2) amendments made to recognize new funding amounts from external sources, such as federal and state grants, and 3) increases in appropriations that become necessary to maintain services. Total amendments to the General Fund increased revenues by $21.8 million. Most of the increase was comprised of a $2.1 million increase in ad valorem taxes, $2.9 million in local option sales taxes, $8.6 million increase in intergovernmental revenues, and $4.5 million for other taxes and licenses. Total actual revenues exceeded amended budgeted amounts by $16.9 million. Total actual expenditures were $21.4 million less than amended budgeted amounts, with most of that amount relating to expenditures lower than budgeted in public safety, central services, and human services.

Proprietary Funds. Brunswick County's proprietary fund provides the same type of information found in the government-wide financial statements but more detail.

The unrestricted net position of Water/Wastewater Funds at the end of the year totaled $69.4 million. The primary factor affecting this amount was a net increase of $56.9 million in the County's capital assets.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets. Brunswick County's investment in capital assets for its governmental and business-type activities as of June 30, 2022, amounts to $697.2 million (net of accumulated depreciation). This investment in capital assets includes land, buildings, and systems, improvements, machinery, and equipment.

Brunswick County has experienced significant development and population growth over the past ten years. Growth occurred due to tourism and people relocating to the County.

Major capital asset transactions for governmental activities during the fiscal year 2022 include park improvements, the landfill transfer station, and courthouse renovations.

Major capital asset transactions for Business-type activities during the fiscal year 2022 include the construction in progress for Northwest water plant expansion with low pressure reverse osmosis treatment, 54" LCFWSA parallel raw water main, Northeast wastewater treatment plant, and transmission expansion and the additional water and sewer main construction.

Brunswick County's Capital Assets
Figure 4

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Land	$ 16,873,908	$ 16,873,908	$ 2,902,315	$ 2,902,315	$ 19,776,223	$ 19,776,223
Operating plants, buildings & improvements	104,100,773	109,526,360	132,963,663	138,853,634	237,064,436	248,379,994
Equipment and vehicles	9,241,699	9,599,551	18,689,468	16,156,873	27,931,167	25,756,424
Distribution and collection systems	-	-	219,478,833	209,252,310	219,478,833	209,252,310
Construction in progress	16,470,754	12,064,253	176,523,657	126,452,383	192,994,411	138,516,636
Total capital assets, net	$146,687,134	$148,064,072	$550,557,936	$493,617,515	$697,245,070	$641,681,587

Additional information on Brunswick County's capital assets can be found in Note 4 on pages 49 and 50 of this report. Information related to the County's right to use leased assets can be found in Note 5 on page 51 with the related leases discussed in the Leases subsection of the Long-term obligations section.

Long-term Debt. At the end of the current fiscal year, Brunswick County had a total general obligation bonded debt outstanding of $85.8 million, which is backed by the full faith and credit of the County.

Brunswick County's Long-term Debt
Figure 5

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
General obligation bonds	$ 83,665,000	$ 92,075,000	$ 2,180,000	$ 2,380,000	$ 85,845,000	$ 94,455,000
Limited obligation bonds	17,980,000	20,335,000	-	-	17,980,000	20,335,000
Bond premiums	8,517,785	9,025,170	27,376,252	28,744,914	35,894,037	37,770,084
Installment purchases & revolving loans	-	-	10,315,398	14,198,968	10,315,398	14,198,968
Revenue bonds	-	-	278,600,000	287,300,000	278,600,000	287,300,000
Leases	499,192	-	1,750,585	-	2,249,777	-
Other	197,129,323	203,326,923	25,721,788	27,433,060	222,851,111	230,759,983
Total long-term debt	$307,791,300	$324,762,093	$345,944,023	$360,056,942	$653,735,323	$684,819,035

The legal debt limit is $2.52 billion. The legal debt margin on June 30, 2022, was $2.42 billion. This legal debt limit is determined by the Municipal Finance Law of North Carolina, which limits the amount of net bonded debt a County may have outstanding to 8 percent of the appraised value subject to taxation. The ratio of debt service expenditures to total governmental expenditures is 6.6% and to total general fund expenditures is 7.4%. The County's governmental general obligation debt per capita is $598 as of June 30, 2022. The County's governmental activities gross debt per capita (excluding landfill closure/post-closure, accrued compensated absences, leases, and pension benefit obligations) is $708 made up of $583 of general obligation debt per capita and $125 in outstanding limited obligation bonds for construction and renovation of various county and education buildings.

The County's debt had a net decrease of $17.0 million in governmental and a net decrease of $14.1 million in enterprise funds, for a total decrease of $31.1 million during the current fiscal year. The key factor in this decrease was retirement of debt through principal payments. Additional information on Brunswick County's long-term debt can be found in Note 8 on pages 53-66 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

- The unemployment rate for Brunswick County is currently 4.8 percent and was 5.1 percent at June 30, 2022, compared to the state's seasonally adjusted unemployment rate of 3.9 percent currently and 3.4 percent at June 30, 2022.
- Inflationary trends in the region are similar to national indices.
- Population estimation of 143,549 has grown 27.4 percent in the last 10 years.

All of these factors were considered in preparing Brunswick County's budget for the fiscal year 2022-2023.

BUDGET HIGHLIGHTS FOR THE FISCAL YEAR 2022-2023

Governmental activities. The county maintained a tax rate of 0.485 cents. The last revaluation was for the 2019 levy. Budgeted operating expenditures in the General Fund are expected to increase 7.5 percent to $245.0 million.

Budgeted expenditures for education are expected to increase 1.0 percent or approximately $0.7 million. Education funding includes a current expense appropriation to the Brunswick County School System that represents 36.5 percent of the ad Valorem tax base excluding any amount needed for annual general government debt service. The School System funds the majority of its local capital outlay needs from sales tax allocations, bond proceeds, lottery funds, and ad valorem taxes. The County also includes an appropriation to the Brunswick Community College in its educational funding for current expense and capital outlay needs.

The fiscal year 2023 budget includes a fund balance appropriation in the general fund of $868,152. This amount does not include an appropriation to Brunswick Senior Resources, Inc. as in the prior years. The contribution to Brunswick Senior Resources, Inc. was voted on separately at the same board of commissioner meeting increasing the appropriation to $3,885,288, or $2,567,568 net of the $1,317,720 in escrow funds held for the Holden Beach sound nourishment project. This is consistent with the prior year's appropriation of $2,877,600. The county appropriates fund balance each year to assist in meeting the capital outlay needs with the challenge to save the appropriated amount to lower the burden on property tax owners.

Business-type activities. The water and wastewater enterprise funds are anticipated to increase 11.2 percent due to the commercial and residential growth in new services and to cover increased costs associated with personnel, operation, capital outlay, debt service, and transfers to capital projects.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of Brunswick County's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Director of Fiscal Operations, Post Office Box 249, Bolivia, North Carolina 28422. You can also visit our website:

http://www.brunswickcountync.gov/finance/

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF NET POSITION
JUNE 30, 2022

	Primary Government			Component Units
Assets:	Governmental Activities	Business-type Activities	Total	Total
Cash and cash equivalents/investments	$ 215,672,215	$ 86,709,355	$ 302,381,570	$ 4,623,302
Receivables, net	5,140,135	13,607,237	18,747,372	1,122,595
Other governmental agencies	12,399,595	4,148,185	16,547,780	-
Inventories	-	2,156,817	2,156,817	665,209
Prepaid items	64,000	-	64,000	61,129
Restricted assets:				
Restricted cash and investments	30,955,562	87,219,705	118,175,267	18,875
Restricted net pension asset	488,701	-	488,701	-
Capital assets:				
Non-depreciable capital assets	33,344,662	179,425,972	212,770,634	-
Depreciable capital assets, net	113,342,472	371,131,964	484,474,436	32,868,143
Total capital assets	146,687,134	550,557,936	697,245,070	32,868,143
Right to use leased asset, net of amortization	497,045	1,754,305	2,251,350	129,525
Total assets	411,904,387	746,153,540	1,158,057,927	39,488,778
Deferred Outflows of Resources:	48,836,285	6,366,112	55,202,397	181,514
Liabilities:				
Accounts payable and other liabilities	$ 15,559,824	$ 10,489,514	$ 26,049,338	$ 481,814
Prepaid fees	-	129,711	129,711	-
Advance from grantor	15,727,779	-	15,727,779	-
Accrued interest payable	1,308,117	2,696,658	4,004,775	-
Liabilities to be paid from restricted assets	-	2,356,385	2,356,385	18,875
Long-term liabilities:				
Due within one year	9,654,918	15,470,548	25,125,466	100,248
Due beyond one year	113,999,495	305,554,868	419,554,363	1,384,530
Total pension liability - LEOSSA	8,871,510	-	8,871,510	-
Total pension liability - DOSSA	159,102	-	159,102	-
Net pension liability - LGERS	12,101,702	1,383,513	13,485,215	82,047
Total OPEB liability	163,004,573	23,535,094	186,539,667	125,121
Total liabilities	340,387,020	361,616,291	702,003,311	2,192,635
Deferred Inflows of Resources:	27,726,304	5,964,370	33,690,674	762,904
Net Position:				
Net investment in capital assets	127,746,956	315,518,906	443,265,862	31,307,606
Restricted for:				
Stabilization by State Statute	15,439,130	-	15,439,130	544,155
General Government Interlocal Agreement	1,343,880	-	1,343,880	-
Public Housing	55,482	-	55,482	-
Human Services	2,658,817	-	2,658,817	-
Public Safety	2,039,801	-	2,039,801	-
Register of Deeds Automation	1,114,787	-	1,114,787	-
Register of Deeds Pension Plan	519,895	-	519,895	-
Tourism Promotion	-	-	-	2,451,589
Working Capital	-	-	-	164,702
Unrestricted	(58,291,400)	69,420,085	11,128,685	2,246,701
Total net position	$ 92,627,348	$ 384,938,991	$ 477,566,339	$ 36,714,753

The accompanying notes are an integral part of the financial statements.

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2022

Function/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government:				
Government Activities:				
General government	$ 18,295,685	$ 2,326,109	$ 6,612,172	$ -
Public safety	63,909,721	16,904,098	10,909,421	-
Central services	15,992,165	-	138,393	-
Human services	33,681,908	1,584,329	19,978,207	-
Transportation	3,866,053	-	245,881	3,425,624
Environmental protection	19,692,763	6,596,328	395,184	-
Cultural and recreation	7,370,332	256,710	148,878	-
Economic and physical development	8,940,721	1,086,368	950,264	-
Education	70,314,822	-	-	-
Interest on long-term debt	4,006,029	-	-	-
Total governmental activities	246,070,199	28,753,942	39,378,400	3,425,624
Business-type Activities:				
Water	30,374,476	40,946,532	-	4,283,818
Wastewater	23,802,307	41,564,641	-	5,841,282
Total business-type activities	54,176,783	82,511,173	-	10,125,100
Total primary government	$ 300,246,982	$ 111,265,115	$ 39,378,400	$ 13,550,724
Discretely presented component units	$ 9,734,395	$ 7,957,074	$ -	$ 3,969,811

The accompanying notes are an integral part of the financial statements.

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2022

	Net (Expense) Revenue and Changes in Net Position			
	Primary Government			Component Units
Function/Programs	**Governmental Activities**	**Business-type Activities**	**Total**	**Total**
Primary Government:				
Government Activities:				
General government	$ (9,357,404)	$ -	$ (9,357,404)	
Public safety	(36,096,202)	-	(36,096,202)	
Central services	(15,853,772)	-	(15,853,772)	
Human services	(12,119,372)	-	(12,119,372)	
Transportation	(194,548)	-	(194,548)	
Environmental protection	(12,701,251)	-	(12,701,251)	
Cultural and recreation	(6,964,744)	-	(6,964,744)	
Economic and physical development	(6,904,089)	-	(6,904,089)	
Education	(70,314,822)	-	(70,314,822)	
Interest on long-term debt	(4,006,029)	-	(4,006,029)	
Total governmental activities	(174,512,233)	-	(174,512,233)	
Business-type Activities:				
Water	-	14,855,874	14,855,874	
Wastewater	-	23,603,616	23,603,616	
Total business-type activities	-	38,459,490	38,459,490	
Total primary government	(174,512,233)	38,459,490	(136,052,743)	
Discretely presented component units				$ 2,192,490
General Revenues:				
Ad valorem taxes	154,660,159	-	154,660,159	-
Local option sales taxes	40,769,837	-	40,769,837	-
Deed stamp excise and other taxes	12,265,423	-	12,265,423	2,711,364
Sale of real property	-	-	-	111,587
Investment earnings	231,741	171,131	402,872	3,958
Total general revenues	207,927,160	171,131	208,098,291	2,826,909
Transfers	(126,988)	126,988	-	-
Total general revenues and transfers	207,800,172	298,119	208,098,291	2,826,909
Change in net position	33,287,939	38,757,609	72,045,548	5,019,399
Net position, beginning of year	59,339,409	346,181,382	405,520,791	31,695,354
Net position, end of year	$ 92,627,348	$ 384,938,991	$ 477,566,339	$ 36,714,753

The accompanying notes are an integral part of the financial statements.

COUNTY OF BRUNSWICK, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS
JUNE 30, 2022

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents/investments	$ 133,439,093	$53,906,164	$25,684,881	$ 2,642,077	$ 215,672,215
Restricted cash and investments	1,628,645	-	13,599,138	15,727,779	30,955,562
Interest receivable	37,472	11,306	5,689	778	55,245
Taxes receivable - net	1,268,101	-	-	-	1,268,101
Receivables - net	3,812,632	4,157	-	-	3,816,789
Other governmental agencies	11,893,837	139,205	269,446	97,107	12,399,595
Due from other funds	30,527	-	1,740,786	-	1,771,313
Prepaid expenditures	64,000	-	-	-	64,000
Total assets	$ 152,174,307	$54,060,832	$41,299,940	$18,467,741	$ 266,002,820
Liabilities:					
Accounts payable and other liabilities	$ 8,684,459	$ 4,585,613	$ 2,208,799	$ 80,953	$ 15,559,824
Due to other funds	1,740,786	-	-	30,527	1,771,313
Advance from grantor	-	-	-	15,727,779	15,727,779
Total liabilities	10,425,245	4,585,613	2,208,799	15,839,259	33,058,916
Deferred Inflows of Resources:	2,078,699	-	-	-	2,078,699
Fund Balances:					
Nonspendable - prepaids	64,000	-	-	-	64,000
Restricted:					
Restricted - Stabilization by State Statute	15,341,245	-	-	97,885	15,439,130
Restricted - other	4,633,852	-	13,599,138	2,593,632	20,826,622
Committed	214,566	49,475,219	25,492,003	-	75,181,788
Assigned	16,046,124	-	-	-	16,046,124
Unassigned	103,370,576	-	-	(63,035)	103,307,541
Total fund balances	139,670,363	49,475,219	39,091,141	2,628,482	230,865,205
Total liabilities, deferred inflow of resources and fund balances	$ 152,174,307	$54,060,832	$41,299,940	$18,467,741	$ 266,002,820

The accompanying notes are an integral part of the financial statements.

COUNTY OF BRUNSWICK, NORTH CAROLINA

RECONCILIATION OF FUND BALANCE AS REPORTED IN THE BALANCE SHEET - GOVERNMENTAL FUNDS WITH NET POSITION - GOVERNMENTAL ACTIVITIES JUNE 30, 2022

Fund balance as reported in the balance sheet - governmental funds (Exhibit C1)	$ 230,865,205
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore are not reported in the funds	146,687,134
Right to use assets used in governmental activities are not financial resources and therefore are not reported in the funds.	497,045
Net pension asset	488,701
LGERS and ROD deferrals are deferred outflows of resources on the Statement of Net Position	18,561,873
LEOSSA deferrals are deferred outflows of resources on the Statement of Net Position	2,532,227
DOSSA deferrals are deferred outflows of resources on the Statement of Net Position	10,447
OPEB deferrals are deferred outflows of resources on the Statement of Net Position	27,731,738
Accrual of interest payable for debt does not require the use of current financial resources and, therefore, is not reported in the funds	(1,308,117)
Net pension liability - LGERS	(12,101,702)
Total pension liability - LEOSSA	(8,871,510)
Total pension liability - DOSSA	(159,102)
Total OPEB liability	(163,004,573)
Other assets are not available to pay for current period expenditures and, therefore, are deferred inflows	1,701,324
LGERS and ROD Pension related deferrals	(17,513,113)
LEOSSA pension related deferrals	(440,955)
DOSSA pension related deferrals	(5,455)
OPEB related deferrals	(9,389,406)
Long-term liabilities, including compensated absences, are not due and payable in the current period and, therefore, are not reported in the funds	(123,654,413)
Net position reported as governmental activities	$ 92,627,348

The accompanying notes are an integral part of the financial statements.

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2022

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Revenues:					
Ad valorem taxes	$ 154,831,528	$ -	$ -	$ -	$ 154,831,528
Local option sales taxes	40,769,837	-	-	-	40,769,837
Other taxes and licenses	12,265,423	-	-	-	12,265,423
Unrestricted intergovernmental revenues	6,886,403	-	-	-	6,886,403
Restricted intergovernmental revenues	19,730,947	3,425,624	-	13,738,479	36,895,050
Permits and fees	7,979,987	-	-	239,243	8,219,230
Sales and services	16,944,676	-	-	-	16,944,676
Investment earnings	137,394	46,766	44,911	2,670	231,741
Other	2,987,789	-	-	-	2,987,789
Total revenues	262,533,984	3,472,390	44,911	13,980,392	280,031,677
Expenditures:					
Current:					
General government	15,935,148	2,967,023	-	628,727	19,530,898
Public safety	54,013,872	-	-	679,875	54,693,747
Central services	17,758,984	-	-	-	17,758,984
Human services	29,552,960	-	-	2,369,543	31,922,503
Transportation	406,881	3,459,172	-	-	3,866,053
Environmental protection	19,603,671	1,615,685	-	363,219	21,582,575
Culture and recreation	4,669,547	135,760	-	-	4,805,307
Economic and physical development	8,686,961	-	-	-	8,686,961
Education	53,468,602	-	15,870,924	-	69,339,526
Debt Service:					
Principal retirement	11,321,729	-	-	-	11,321,729
Interest and fiscal charges	5,057,723	-	-	-	5,057,723
Total expenditures	220,476,078	8,177,640	15,870,924	4,041,364	248,566,006
Revenues over (under) expenditures	42,057,906	(4,705,250)	(15,826,013)	9,939,028	31,465,671
Other Financing Sources (Uses):					
Lease liabilities issued	775,921	-	-	-	775,921
Refunded bond escrow agent	(10,935,000)	-	-	-	(10,935,000)
Issuance of long-term debt	11,215,000	-	-	-	11,215,000
Transfers from other funds	10,000,000	24,238,843	10,393,810	5,280	44,637,933
Transfers to other funds	(34,637,933)	-	-	(10,126,988)	(44,764,921)
Total other financing sources (uses)	(23,582,012)	24,238,843	10,393,810	(10,121,708)	928,933
Net change in fund balance	18,475,894	19,533,593	(5,432,203)	(182,680)	32,394,604
Fund balance, beginning of year	121,194,469	29,941,626	44,523,344	2,811,162	198,470,601
Fund balance, end of year	$ 139,670,363	$49,475,219	$39,091,141	$ 2,628,482	$ 230,865,205

The accompanying notes are an integral part of the financial statements.

COUNTY OF BRUNSWICK, NORTH CAROLINA

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2022

Net change in fund balances - total governmental funds (Exhibit D1)	$ 32,394,604
Exhibit D1 reports revenues using a current financial resources basis, which generally means revenue is recognized when collected or is expected to be collected within 60 days of year end. Exhibit B reports revenues when the earning process is complete, regardless of when it is collected. This measurement difference causes timing of revenue recognition differences for the following revenue types:	
Property taxes	(171,369)
Emergency services revenues	2,429
Grant receivable	(304,314)
Public Health revenues	(73,297)
Expenses related to other post-employment benefits, compensated absences, law enforcement officers separation allowance, and pension expense that do not require current financial resources are not reported as expenditures in the governmental fund statement.	(20,236,519)
Capital outlays are reported as expenditures in the governmental fund statements. However, in the statement of activities, capital outaly is not an expense, rather it is an increase in capital assets.	9,174,283
Contributions to the pension plan in the current fiscal year are not included on the statement of activities.	6,911,033
Benefit payments and pension administration costs for LEOSSA are deferred outflows of resources on the statement of net position	101,758
Contributions and pension administration costs for OPEB are deferred outflows of resources on the statement of net position	3,002,370
The sale of capital assets is reported as a revenue in the governmental fund statements without subtracting the net book value of the capital assets sold.	(41,951)
Depreciation expense allocates the costs of capital assets over their useful lives. Amortization expense allocates the costs of right to use assets over their useful lives. These are not reported as expenditures in the governmental fund statements.	(10,012,225)
Amortization of bond premium.	507,385
Principal repayments are reported as expenditures in the governmental fund statement. However, in the statement of activities, these transactions are not an expense, rather they are a decrease in liabilities.	22,256,729
Change in closure/post closure liability estimate. Expenses are reported as incurred in the funds.	716,250
Change in interest payable for governmental activity long-term debt. Interest expense is recorded as incurred in the fund statements.	1,051,694
Proceeds from issuance of debt are reported as revenues in the governmental fund statement. However, in the statement of activities, it is not a revenue, rather it is an increase in liabilities.	(11,990,921)
Change in net position of governmental activities per Exhibit B	$ 33,287,939

The accompanying notes are an integral part of the financial statements.

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED JUNE 30, 2022

	Original Budget	Final Budget	Actual	Variance
Revenues:				
Ad valorem taxes	$ 148,800,658	$ 150,878,878	$ 154,831,528	$ 3,952,650
Local option sales taxes	31,718,980	34,603,239	40,769,837	6,166,598
Other taxes and licenses	5,245,000	9,725,181	12,265,423	2,540,242
Unrestricted intergovernmental revenues	2,710,000	6,698,243	6,886,403	188,160
Restricted intergovernmental revenues	15,654,560	20,311,408	19,730,947	(580,461)
Permits and fees	4,966,110	5,782,521	7,979,987	2,197,466
Sales and services	13,423,392	14,941,485	16,944,676	2,003,191
Investment earnings	100,275	100,275	137,394	37,119
Other	1,186,332	2,550,164	2,987,789	437,625
Total revenues	223,805,307	245,591,394	262,533,984	16,942,590
Expenditures:				
General government	14,786,186	18,057,170	15,935,148	2,122,022
Central services	19,256,727	20,807,711	17,758,984	3,048,727
Public safety	55,189,599	62,228,443	54,013,872	8,214,571
Transportation	161,000	406,881	406,881	-
Environmental protection	19,272,998	19,901,251	19,603,671	297,580
Economic and physical development	8,641,052	11,113,921	8,686,961	2,426,960
Human services	29,155,754	34,124,760	29,552,960	4,571,800
Education	53,314,798	53,630,387	53,468,602	161,785
Culture and recreation	5,413,060	5,181,139	4,669,547	511,592
Debt Service:				
Principal retirement	10,980,001	11,321,740	11,321,729	11
Interest and fiscal charges	4,966,876	5,067,833	5,057,723	10,110
Total expenditures	221,138,051	241,841,236	220,476,078	21,365,158
Revenues over (under) expenditures	2,667,256	3,750,158	42,057,906	38,307,748
Other Financing Sources (Uses):				
Lease liabilities issued	-	775,941	775,921	(20)
Refunding bonds issued	-	11,215,000	11,215,000	-
Refunded bond escrow agent	-	(10,935,000)	(10,935,000)	-
Transfers from other funds	-	10,000,000	10,000,000	-
Transfers to other funds	(6,888,736)	(34,637,933)	(34,637,933)	-
Appropriated fund balance	4,221,480	19,831,834	-	(19,831,834)
Total other financing sources (uses)	(2,667,256)	(3,750,158)	(23,582,012)	(19,831,854)
Net change in fund balances	$ -	$ -	18,475,894	$ 18,475,894
Fund balance, beginning of year			121,194,469	
Fund balance, end of year			$ 139,670,363	

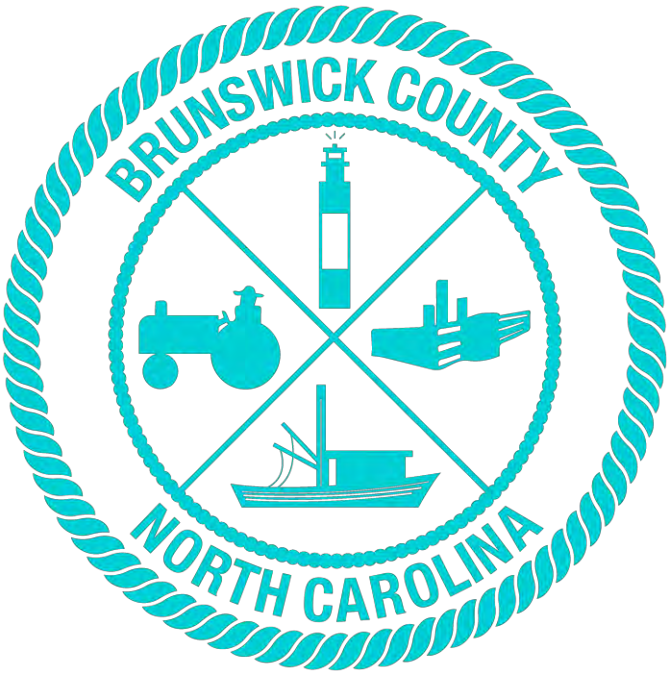
The accompanying notes are an integral part of the financial statements.

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF FUND NET POSITION- PROPRIETARY FUNDS
JUNE 30, 2022

	Business-type Activities		
	Enterprise Funds		
	Water	Wastewater	Total
Assets:			
Current Assets:			
Cash and cash equivalents/investments	$ 48,755,674	$ 37,953,681	$ 86,709,355
Restricted cash and investments	81,795,445	5,424,260	87,219,705
Interest receivable	17,015	10,464	27,479
Receivables and special assessments, net	5,853,108	5,479,494	11,332,602
Current portion of lease receivable	194,496	-	194,496
Other governmental agencies	3,817,132	331,053	4,148,185
Inventories	1,948,630	208,187	2,156,817
Total current assets	142,381,500	49,407,139	191,788,639
Non-Current Assets:			
Lease receivable	2,052,660	-	2,052,660
Non-depreciable capital assets	131,293,403	48,132,569	179,425,972
Depreciable capital assets, net	148,668,212	222,463,752	371,131,964
Total capital assets	279,961,615	270,596,321	550,557,936
Right to use leased asset, net of amortization	1,754,305	-	1,754,305
Total non-current assets	283,768,580	270,596,321	554,364,901
Total assets	426,150,080	320,003,460	746,153,540
Deferred Outflows of Resources:	4,090,397	2,275,715	6,366,112
Liabilities:			
Current Liabilities:			
Accounts payable and accrued liabilities	7,905,237	2,584,277	10,489,514
Prepaid fees	-	129,711	129,711
Accrued interest payable	1,771,076	925,582	2,696,658
Current portion of debt	5,705,016	9,765,532	15,470,548
Payable From Restricted Assets:			
Customer Deposits	2,356,385	-	2,356,385
Total current liabilities	17,737,714	13,405,102	31,142,816
Noncurrent Liabilities:			
Net pension liability	901,097	482,416	1,383,513
Compensated absences	527,954	243,227	771,181
Total other post employment liability	15,125,143	8,409,951	23,535,094
Long-term debt	207,924,271	96,859,416	304,783,687
Total noncurrent liabilities	224,478,465	105,995,010	330,473,475
Total liabilities	242,216,179	119,400,112	361,616,291
Deferred Inflows of Resources:	4,589,757	1,374,613	5,964,370
Net Position:			
Net investment in capital assets	147,116,134	168,402,772	315,518,906
Unrestricted	36,318,407	33,101,678	69,420,085
Total net position	$ 183,434,541	$ 201,504,450	$ 384,938,991

The accompanying notes are an integral part of the financial statements.


BRUNSWICK COUNTY
NORTH CAROLINA

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2022

	Business-type Activities		
	Enterprise Funds		
	Water	Wastewater	Total
Operating Revenues:			
User charges	$ 37,572,387	$ 41,447,652	$ 79,020,039
Assessments	-	-	-
Intergovernmental revenue	22,738	2,670	25,408
Other	3,351,407	114,319	3,465,726
Total operating revenues	40,946,532	41,564,641	82,511,173
Operating Expenses:			
Salaries and employee benefits	8,244,545	4,487,478	12,732,023
Operating expenses	7,670,009	5,002,044	12,672,053
Repairs and maintenance	5,294,529	1,720,234	7,014,763
Depreciation and amortization	6,149,225	7,682,171	13,831,396
Total operating expenses	27,358,308	18,891,927	46,250,235
Operating income (loss)	13,588,224	22,672,714	36,260,938
Non-operating Revenues (Expenses):			
Investment earnings	123,845	47,286	171,131
Interest expense	(2,868,786)	(4,571,153)	(7,439,939)
Claims settlement	(147,382)	(339,227)	(486,609)
Total nonoperating revenues (expenses)	(2,892,323)	(4,863,094)	(7,755,417)
Income before capital contributions	10,695,901	17,809,620	28,505,521
Transfers in (out)	-	126,988	126,988
Dedicated service lines	4,283,818	5,841,282	10,125,100
Total transfers and capital contributions	4,283,818	5,968,270	10,252,088
Increase (decrease) in net position	14,979,719	23,777,890	38,757,609
Net position, beginning of year	168,454,822	177,726,560	346,181,382
Net position, end of year	$ 183,434,541	$ 201,504,450	$ 384,938,991

The accompanying notes are an integral part of the financial statements.

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2022

	Business-type Activities		
	Enterprise Funds		
	Water	Wastewater	Total
Cash Flows From Operating Activities:			
Receipts from customers	$ 39,094,158	$ 42,307,250	$ 81,401,408
Payments to suppliers for goods and services	(22,770,830)	(19,478,607)	(42,249,437)
Payments to or on behalf of employees	(7,968,594)	(4,394,236)	(12,362,830)
Net cash provided by (used in) operating activities	8,354,734	18,434,407	26,789,141
Cash Flows From Noncapital Financing Activities:			
Transfers in (out)	-	126,988	126,988
Net Cash From Capital and Related Financing Activities:			
Acquisition and construction of capital assets	(49,841,126)	(12,130,398)	(61,971,524)
Interest paid	(1,314,239)	(4,131,803)	(5,446,042)
Principal payments on long-term debt	(1,913,147)	(10,917,998)	(12,831,145)
Net cash provided (used) in capital and related financing activities	(53,068,512)	(27,180,199)	(80,248,711)
Cash Flows From Investing Activities:			
Interest on investments	109,666	38,816	148,482
Net increase (decrease) in cash and cash equivalents	(44,604,112)	(8,579,988)	(53,184,100)
Cash and cash equivalents, beginning of year	175,155,231	51,957,929	227,113,160
Cash and cash equivalents, end of year	$ 130,551,119	$ 43,377,941	$ 173,929,060
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:			
Operating income (loss)	$ 13,588,224	$ 22,672,714	$ 36,260,938
Adjustment to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation and amortization	6,149,225	7,682,171	13,831,396
Claims settlement	(147,382)	(339,227)	(486,609)
Changes in Assets and Liabilities:			
(Increase) decrease in accounts receivable	(1,939,156)	872,320	(1,066,836)
(Increase) decrease in sales tax refund receivable	(2,790,077)	756,286	(2,033,791)
(Increase) decrease in inventories	(446,924)	(54,767)	(501,691)
Increase (decrease) in accounts payable/accrued expenses	(6,386,075)	(13,091,795)	(19,477,870)
(Increase) decrease in deferred outflows of resources for pensions	(264,473)	(145,916)	(410,389)
(Increase) decrease in pension liability	(1,254,455)	(692,113)	(1,946,568)
(Increase) decrease in deferred inflows of resources for pensions	1,368,636	755,109	2,123,745
(Increase) decrease in deferred outflows of resources - OPEB	562,778	329,218	891,996

The accompanying notes are an integral part of the financial statements.

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2022

	Business-type Activities		
	Enterprise Funds		
	Water	Wastewater	Total
Changes in Assets and Liabilities (continued):			
(Increase) decrease in net OPEB liability	160,933	11,703	172,636
(Increase) decrease in deferred inflows of resources - OPEB	(333,302)	(191,585)	(524,887)
(Increase) decrease in lease receivables	(2,247,156)	-	(2,247,156)
(Increase) decrease in deferred inflows of resources - leases	2,161,411	-	2,161,411
Increase (decrease) in unearned revenue	-	(129,711)	(129,711)
Increase (decrease) in customer deposits	172,527	-	172,527
Net cash provided by (used in) operating activities	$ 8,354,734	$ 18,434,407	$ 26,789,141
Supplemental Disclosures of Noncash Transactions			
Dedicated service lines	$ 4,283,818	$ 5,841,282	$ 10,125,100
Right to use leased asset, in exchange for lease liability	1,798,160	-	1,798,160

The accompanying notes are an integral part of the financial statements.

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
JUNE 30, 2022

	Custodial Funds
Assets:	
Cash and cash equivalents	$ 1,739,988
Interest receivable for other governments	601
Receivable for other governments, net	811,801
Total assets	2,552,390
Liabilities:	
Accounts payable and accrued liabilities	427,113
Due to other governments	1,689,723
Total liabilities	2,116,836
Net position:	
Restricted for:	
Indiviudals, organization, and other governments	435,554
Total net position	$ 435,554

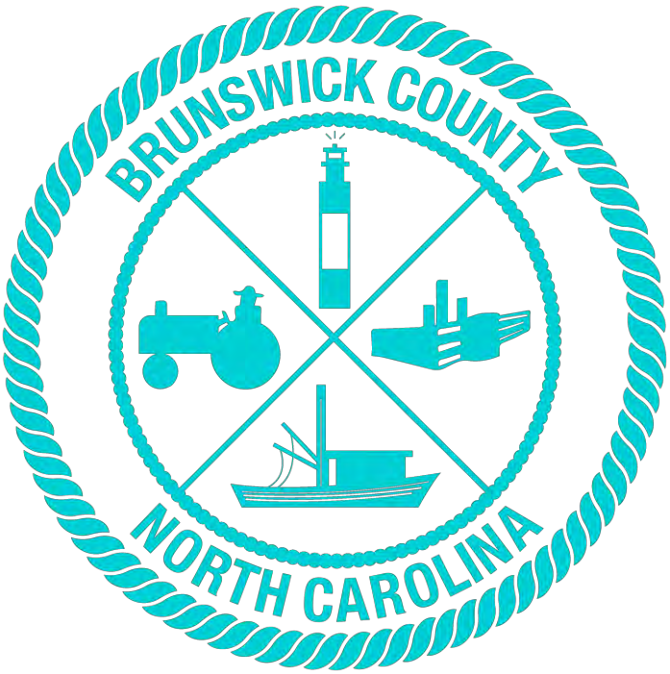
The accompanying notes are an integral part of the financial statements.

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2022

	Custodial Funds
Additions:	
Collections for other governments	$ 60,016,303
Collections on behalf of inmates	577,831
Total additions	60,594,134
Deductions:	
Distributions to other governments	59,944,574
Payments on behalf of inmates	589,561
Total deductions	60,534,135
Net increase (decrease) in fiduciary net position	59,999
Net position, beginning of year	375,555
Net position, end of year	$ 435,554

The accompanying notes are an integral part of the financial statements.


BRUNSWICK COUNTY
NORTH CAROLINA

COUNTY OF BRUNSWICK, NORTH CAROLINA
Annual Comprehensive Financial Report
For the Fiscal Year Ended June 30, 2022

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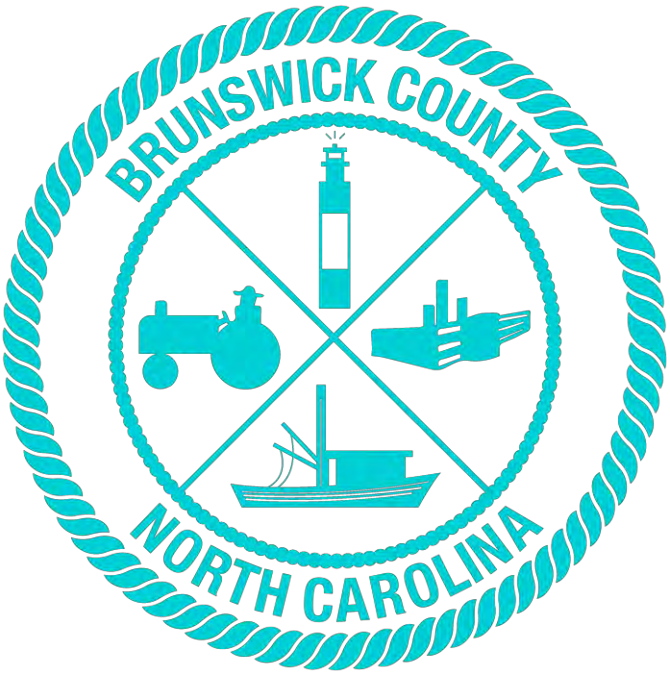

BRUNSWICK COUNTY
NORTH CAROLINA

1. Description of the Unit

A. Reporting Entity

Brunswick County is one of 21 coastal counties in North Carolina. A political subdivision of the State, it is one of 100 counties established under General Statute 153A-10. The County, which has a population of approximately 143,549, operates under a Commissioner-Manager form of government.

The County is responsible for and maintains services inherent to the operation of a county government including general government, public safety, human services, education, environmental protection, cultural and recreational, economic and physical development, and debt service. The County also operates a water and wastewater utility system.

B. Component Units

As required by generally accepted accounting principles, these financial statements present the County and its component units, as legally separate entities for which the County is financially accountable. Discretely presented component units are reported in a separate column in the County's government-wide financial statements in order to emphasize that they are legally separate from the County.

Discretely Presented Component Units

Brunswick County Board of Alcoholic Control

The County appoints all of the members of the governing board of the Brunswick County Board of Alcoholic Control ("ABC Board"). In addition, the ABC Board is required by State statute to distribute its surpluses to the General Fund of the County. The ABC Board, which has a June 30 year-end, is presented as a proprietary fund.

Complete financial statements for the Brunswick County ABC Board may be obtained at their administrative offices at 2839 Holden Beach Road, SW, Supply, North Carolina 28462.

Brunswick County Tourism Development Authority

The County, in conjunction with the Southport-Oak Island Chamber of Commerce and the South Brunswick Islands Chamber of Commerce, established the Brunswick County Tourism Development Authority ("TDA"). The County appoints five members of the TDA's ten-member governing board. The other five members are nominated jointly by the two chamber of commerce organizations and then appointed by the County. The TDA, which provides a financial benefit to the County, was established to receive the proceeds of the room occupancy tax levied pursuant to Session Law 1997-364. The TDA is authorized to spend these proceeds to promote travel, tourism, and conventions within the County. The TDA, which has a June 30 year-end, is presented as a governmental-type fund.

Complete financial statements for the Brunswick County Tourism Development Authority may be obtained at their administrative offices at 712 Village Rd SW, Shallotte, North Carolina 28470.

Brunswick County Airport Commission

The County participates in the Brunswick County Airport Commission ("Airport") in conjunction with the municipalities adjoining the airport. The County appoints four members of the seven-member board. Appropriations to the Airport totaled $111,000 for the fiscal year ended June 30, 2022. The Airport, which also has a June 30 year-end, is presented as a business-type fund.

Complete financial statements for the Brunswick County Airport Commission may be obtained at their administrative offices at 380 Long Beach Road, Southport, North Carolina 28461.

Other Component Unit

Brunswick County Economic Development Commission
On July 20, 2015, the Economic Development Commission ceased operations to create efficiencies and avoid the duplication of services provided by the County's Economic Development Department and transferred all assets and liabilities to the County. In the fiscal year ended June 30, 2022, there were no appropriations for the Economic Development Commission.

Brunswick County Industrial Facility and Pollution Control Financing Authority
Brunswick County Industrial Facility and Pollution Control Financing Authority exist to issue revenue bond debt of private businesses for economic development purposes. A seven-member board, all of whom are appointed by the County, governs the Authority. The County can remove any commissioner of the Authority with or without cause. The Authority has no financial transactions or account balances and does not issue financial statements; therefore, it is not presented in the government-wide financial statements.

Brunswick County Leasing Corporation
The members of the Brunswick County Leasing Corporation's ("Corporation") governing board are appointed by the County and includes the County Manager. The Corporation exists to issue and service limited obligation bonds to finance the acquisition and construction of general government facilities, education facilities, and proprietary fund construction. The limited obligation bonds are accounted for in the applicable governmental activities, business type activities, or proprietary fund type statement of net position in the County's financial statements. The Corporation has no financial transactions of account balances and does not issue financial statements; therefore, is not presented in the government-wide financial statements.

C. Summary of Significant Account Policies

Basis of Reporting
The accounting policies of Brunswick County and its component units, as reflected in the financial statements for the year ended June 30, 2022, conform to generally accepted accounting principles applicable to governments.

Basis of Presentation – Government-wide and Fund Financial Statements

Government-wide Statements - The statement of net position and the statement of activities display information about the primary government (the County) and its component units. These statements include all the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities except for interfund services provided and used which are not eliminated in the process of consolidation. These statements distinguish between the governmental and business-type activities of the County. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are specifically

associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) fees and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational requirements of a particular program or (c) capital grants and contributions which are program specific. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues including multipurpose grants that do not provide for specific identification of a program.

Fund Financial Statements - The fund financial statements provide information about the County's funds, including its fiduciary funds. Separate statements for each fund category - *governmental, proprietary, and fiduciary* – are presented even though the fiduciary funds are excluded from the government-wide financial statements. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as non-major funds.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Non-operating revenues, such as subsidies, result from non-exchange transactions. Other non-operating items such as investment earnings are ancillary activities.

The County reports the following major governmental funds:

General Fund – This is the general operating fund of the County. It is used to account for all financial resources except those required to be accounted for in another fund. The primary revenue sources are ad valorem taxes, sales taxes, and federal and State grants. The primary expenditures are for general government services, public safety, human services, central services, transportation, environmental protection, cultural and recreation, economic and physical development, and education.

Education Capital Project Fund – This fund is used to account for the additions and improvements to Brunswick County Public Schools and Brunswick Community College which are financed by transfers from the general fund, bond proceeds, and financing agreements.

County Capital Project Fund – This fund is used to account for the additions and improvements of major County facilities which are financed by transfers from the general fund, bond proceeds, and financing agreements.

The County reports the following major enterprise funds:

Water Fund – This fund is used to account for the County's water operations. The Water Fund includes activity from the Water Capital Project Fund. The Water Capital Project Fund is used to account for additions and improvements of major water enterprise facilities which are financed by transfers from the water fund, bond proceeds, and financing agreements.

Wastewater Fund – This fund is used to account for the County's wastewater operations. The Wastewater Fund includes activity from the Wastewater Capital Project Fund. The Wastewater Capital Project fund is used to account for additions and improvements of major wastewater

facilities which are financed by transfers from the wastewater fund, bond proceeds, and financing agreements.

The County reports the following other fund types:

Custodial Funds - Custodial funds are used to report fiduciary activities that are not required to be reported in pension (and other employee benefit) trust funds, investment trust funds, or private purpose trust funds. Custodial funds are used to account for assets the County holds on behalf of others that meet certain criteria.

The County maintains the following three Custodial Funds: the Smithville Township Collections Fund which accounts for the Township hospital district ad Valorem taxes collected, payment of bond debt service, and payments to Dosher Hospital; the Municipal Collections Fund which accounts for the proceeds of the motor vehicle and other ad Valorem taxes that are collected by the County on behalf of the municipalities within the County and fire fee collections remitted to district fire departments to furnish fire protection services in their district but are not revenues to the County; and the Inmate Fund which accounts for personal funds of the inmates in the detention center.

Non-Major Funds – The County maintains five legally budgeted funds. The Emergency Telephone System Fund, the Grant Project Fund, the Register of Deeds-Technology Enhancement Fund, the American Rescue Plan Act Fund, and the National Opioid Settlement Fund are reported as non-major special revenue funds.

Measurement Focus and Basis of Accounting – In accordance with North Carolina General Statutes, all funds of the County are maintained during the year using the modified accrual basis of accounting.

Government-wide, Proprietary, and Fiduciary Fund Financial Statements – The government-wide, proprietary, and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Non-exchange transactions, in which the County gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. Property tax revenue is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, donations, and similar items is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, special assessments, or privileges provided 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the County enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Governmental Fund Financial Statements. Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available.

Expenditures are generally recorded when the related fund liability is incurred, except for principal and interest on general long-term debt; lease liabilities; accrued compensated absences; pension benefit obligations; and accrued landfill closures and post-closure costs which are recognized as expenditures to the extent they have matured. General capital asset acquisitions, including entering into contracts giving the County the right to use leased assets, are reported as expenditures in governmental funds. Issuance of general long-term debt and financing through leases are reported as other financing sources.

The County recognizes assets of non-exchange transactions in the period when the underlying transactions occur, when enforceable legal claim has arisen, or when all eligibility requirements are met. Revenues are recognized on the modified accrual basis of accounting when they are measurable and available. Non-exchange transactions occur when one government provides (or receives) value to (from) another party without receiving (or giving) equal or nearly equal value in return. State shared revenues, sales tax, property taxes, federal grants funding federal mandates, and most donations are examples of non-exchange transactions.

The County considers all revenues available if they are collected within 60 days after year-end, except for property taxes. Ad Valorem taxes receivable are not accrued as revenue because the amount is not susceptible to accrual. At June 30, taxes receivable for property other than motor vehicles are materially past due and are not considered to be an available resource to finance the operations of the current year. As of September 1, 2013, State law altered the procedures for the assessment and collection of property taxes on registered motor vehicles in North Carolina. Effective with the change in the law, the State of North Carolina is responsible for billing and collecting property taxes on behalf of all municipalities and special tax districts. Property taxes are due when vehicles are registered. The billed taxes are applicable to the fiscal year in which they are received. Uncollected taxes that were billed in periods prior to September 1, 2013, and for limited registration plates are shown as receivable in these financial statements and are offset by deferred inflows of resources.

Sales taxes collected and held by the State at year-end on behalf of the County are recognized as revenue. Intergovernmental revenues and sales and services are not susceptible to accrual because generally, they are not measurable until received in cash. All taxes including those dedicated for specific purposes are reported as general revenues rather than program revenues. Expenditure-driven grants are recognized as revenue if cash is received within 60 days of year-end. Under the terms of grant agreements, the County funds certain programs by a combination of specific cost-reimbursement grants, categorical block grants, and general revenues. Thus, when program expenses are incurred, there are both restricted and unrestricted net position available to finance the program. It is the County's policy to first apply cost-reimbursement grant resources to such programs, followed by categorical block grants, and then by general revenues.

Budgetary Data

The County's budgets are adopted as required by North Carolina General Statutes. An annual budget is adopted for the General, the Special Revenue (excluding the grant projects), and the Enterprise funds. All annual appropriations lapse at the fiscal year-end. Project ordinances are adopted for all capital project funds. All budgets are prepared using the modified accrual basis of accounting which is consistent with the accounting system used to record transactions. The budget

ordinance must be adopted by July 1 of the fiscal year, or the governing board must adopt an interim budget that covers that time until the annual ordinance can be adopted.

Expenditures may not legally exceed appropriations at the departmental level for the General Fund, Special Revenue, Enterprise Funds, and Capital Projects Funds. The County budget officer is authorized by the budget ordinance to transfer appropriations between departmental areas within a fund up to $30,000; however, any revisions that alter total expenditures of any fund or that change departmental appropriations by more than $30,000 must be approved by the governing board. During the year, several amendments to the original budget were necessary and, as a result, appropriated fund balance increased in the General Fund by $15,610,354. This was largely the result of prior year commitments rolled into the current fiscal year and to fund planned projects. These projects were mainly implementing recommendations identified in the space and facility needs study.

Deposits and Investments

All deposits of the County, and each of its discretely presented component units, are made in board-designated official depositories and are secured as required by G.S. 159-31. Any bank or savings association whose principal office is located in North Carolina may be designated as an official depository. Also, the County and its discretely presented component units may establish time deposit accounts such as NOW and SuperNOW accounts, money market accounts, and certificates of deposit.

State law [G.S. 159-30(c)(8)] authorizes the County, and each of its discretely presented component units, to invest in obligations of the United States or obligations fully guaranteed both as to principal and interest by the United States; obligations of the State of North Carolina; bonds and notes of any North Carolina local government or public authority; obligations of certain non-guaranteed federal agencies; certain high-quality issues of commercial paper and bankers' acceptances; and the North Carolina Capital Management Trust (“NCCMT”), an SEC-registered (2a-7) government money market mutual fund.

The investments of the County and its discretely presented component units that have a maturity of more than one year at acquisition and non-money market investments are carried at fair value as determined by quoted market prices. The North Carolina Capital Management Trust (NCCMT) is authorized by G.S. 159-30(c)(8). The Government Portfolio is a 2a7 fund which invests in treasuries and government agencies and is rated AAAm by S&P and AAA-mf by Moody Investor Services. The Government Portfolio is reported at fair value.

Cash and Cash Equivalents

The County pools money from several funds to facilitate disbursement and investment and to maximize investment income. Cash and investments are essentially demand deposits and are considered cash and cash equivalents by the County.

Restricted Assets

The unexpended proceeds of general obligation bonds, revenue bonds, and certificates of participation issued by the County are classified as restricted assets because their use is restricted to that purpose for which the bonds and certificates were originally issued. Funds in debt service accounts are classified as restricted assets because their use is restricted to future payments of principal and interest as designated by the trustee in the General Trust and Series Indentures. A reserve for debt service amount is held as a restricted asset to meet the requirements of the Interlocal Agreement with Holden Beach and is to be used for the sole purpose of making an

appropriation and any actual payment for the Holden Beach Special Obligation Bonds. Housing Assistance Payments Net Restricted Assets held by the County are restricted by the U.S. Department of Housing and Urban Development. Funds received in advance for the Federal American Rescue Plan (ARP) are classified as restricted assets because their use is restricted to COVID-19 relief and economic recovery. Funds received in advance for the first payment over an eighteen-year period of the State Opioid Settlement Funds are classified as restricted assets because their use is restricted to opioid remediation activities. Customer deposits held by the County before any services are supplied are restricted to the service for which the deposit was collected. The amount budgeted by the Board of Commissioners for revaluation included in the General Fund Balance-Committed is restricted assets per North Carolina General Statute 153A-150.

Brunswick County Restricted Cash

Governmental Activities			
General Fund	Tax Revaluation	$	214,566
	Section 8 Expenditures		55,482
	Reserve for Debt Service		1,358,597
Education Capital Project Fund	Unexpended Debt Proceeds		13,599,138
Grants Special Revenue Fund	American Rescue Plan Proceeds		15,204,904
	Opioid Settlement Proceeds		522,875
	Total Governmental Activities	$	30,955,562
Business-Type Activities			
Water Fund	Unexpended Debt Proceeds	$	79,004,769
	Reserve for Debt Service		434,291
	Customer Deposits		2,356,385
Sewer Fund	Unexpended Debt Proceeds		4,424,131
	Reserve for Debt Service		1,000,129
	Total Business-type Activities	$	87,219,705
Total Restricted Cash		$	118,175,267

Ad Valorem Taxes Receivable
In accordance with State law [G.S. 105-347 and G.S. 159-13(a)], the County levies ad Valorem taxes on property other than motor vehicles on July 1, the beginning of the fiscal year. The taxes are due on September 1; however, penalties and interest do not accrue until the following January 6. The taxes are based on the assessed values as of January 1.

Allowances for Doubtful Accounts
All receivables that historically experience uncollectible accounts are shown net of an allowance for doubtful accounts. This amount is estimated by analyzing the percentage of receivables that were written off in prior years.

Due To/From Other Funds and Internal Balances
Amounts reported at June 30, 2022 as due to/from other funds, generally represent short-term advances between funds. Such amounts reported at year-end are not available for appropriation and are not an expendable available financial resource

Inventory
The inventories of the County, the ABC Board, and the Airport Commission are valued at cost (first-in, first-out), which approximates market. The inventory of the County's Enterprise Funds as well as those of the ABC Board and Airport Commission consists of materials and supplies held for consumption. The cost of the inventory carried in the County's Enterprise Funds and that of the ABC Board and the Airport Commission is recorded as an expense as it is consumed.

Prepaid Items
Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

Capital Assets
Capital assets, which include land, buildings, operating plants, land improvements, water tanks, water and wastewater lines, wells, taps, pumping stations, equipment, and vehicles, are reported in the County's government-wide and proprietary financial statements. The County's capitalization threshold for capital outlay items is $5,000.

Capital assets of the County are recorded at original cost at the time of acquisition. Certain items acquired before July 1, 1970, are recorded at an estimated original cost. Donated assets received prior to June 30, 2015, are recorded at their estimated fair value at the date of donation. Donated capital assets, donated works of art and similar assets, and capital assets received in a service concession arrangement after June 30, 2015, should be reported at acquisition value rather than fair value.

The County has elected not to capitalize interest costs which are incurred during the construction period of capital assets used in governmental funds. Any interest incurred during the construction phase of business-type assets is reflected in the capitalized value of the asset constructed.

Capital assets are depreciated using the straight-line method over the assets' estimated useful lives. These assets are reported in the County's basic financial statements net of accumulated depreciation.

The estimated useful lives for the County's capital assets are as follows:

Building, Operating Plants and improvements	20-40 years
Enterprise Distribution and Collection Systems	40-60 years
Equipment and vehicles	4-15 years

Leases
Lessee: The County is a lessee for noncancellable leases of buildings, equipment, and operating plants. The County recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements. The County recognizes lease liabilities with an initial, individual value of $5,000 or more.

At the commencement of a lease, the County initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over the life of the related lease.

Key estimates and judgments related to leases include how the County determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The County uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the County generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the County is reasonably certain to exercise.

The County monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease liabilities are reported with long-term debt on the statement of net position.

Lessor: The County is a lessor for noncancellable leases of tower space. The County recognizes a lease receivable and a deferred inflow of resources in the government-wide and proprietary financial statements.

At the commencement of a lease, the County initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the County determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The County uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The County monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Deferred Outflows/Inflows of Resources
In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, Deferred Outflows of Resources, represents an acquisition of net assets that applies to a future period and so will not be recognized as an expense or expenditure until then. The County has deferred costs from the advanced refunding of debt, related deferrals, and contributions made to the OPEB or pension plan in the current fiscal year. In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, Deferred Inflows of Resources, represents an acquisition of net assets that applies to a future period and so will not be recognized as revenue until then. The County has

prepaid taxes, receivables, and other OPEB and pension-related deferrals in the governmental funds, and leases, other OPEB, and pension-related deferrals in the water and wastewater fund.

Long-Term Debt
In the government-wide financial statements and in the proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities. Material bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method that approximates the effective interest method. Bond issuance costs, except for prepaid insurance costs, are expensed in the reporting period in which they are incurred. Prepaid insurance costs are expensed over the life of the debt.

For governmental fund types, bond issuance costs, bond premiums, and discounts, are recognized during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether withheld from the actual debt proceeds received, are reported as debt service expenditures.

The County's long-term debt for water and wastewater purposes is carried in the Water and Wastewater Funds. The debt service requirements for the water and wastewater debt are being met by water and wastewater revenues. However, the taxing power was pledged to make general obligation payments in the water fund if water revenues were not sufficient. At the end of the fiscal year, there was $2,180,000 water general obligation debt outstanding.

Compensated Absences
The vacation policy of the County provides for the accumulation of up to thirty days earned vacation leave with such leave being fully vested when earned. In the event of termination, an employee shall be paid for the annual leave balance to the date of separation. All vacation pay is accrued when earned in the government-wide and proprietary fund financial statements. Compensated absences are reported in governmental funds only if matured.

The sick leave policy of the County provides for an unlimited accumulation of earned sick leave. Sick leave does not vest, but any unused sick leave accumulated at the time of retirement may be used in the determination of length of service for retirement benefit purposes. Since the County has no obligation for accumulated sick leave until it is actually taken, no accrual for sick leave has been made by the County.

Opioid Settlement Funds
In April 2022, drug manufacturer Johnson & Johnson, and three drug distributors, McKesson, AmerisourceBergen, and Cardinal Health, finalized a $26 billion-dollar nationwide settlement related to multiple opioid lawsuits. These funds will be disbursed to each participating state over an 18-year period according to an allocation agreement reached with all participating states. The majority of these funds are intended for opioid abatement and the distribution of the funds will be front-loaded.

North Carolina’s Memorandum of Agreement (MOA) between the state and local governments for the settlement funds allocates the funds as follows:

- 15% directly to the State (“State Abatement Fund”)
- 80% to abatement funds established by Local Governments (“Local Abatement Funds”)
- 5% to a County Incentive Fund.

The County received $522,875 as part of this settlement in Fiscal Year 2022. Per the terms of the MOA, the County created a special revenue fund to account for these funds. All funds are to be used for opioid abatement and remediation activities. The MOA offers several options of expending the funds. Option A will allow the County to fund one or more high-impact strategies from a list of evidence-based strategies to combat the opioid epidemic. Option B will allow a wider array of strategies to address the impact of the opioid epidemic. Under the MOA, the County may spend opioid settlement funds on opioid remediation strategies authorized under Option A or Option B, or both. Prior to expending opioid settlement funds, authorization is required by budget or resolution. As of June 30, 2022, the County has not authorized or selected a strategy for opioid settlement funds.

Reimbursements for Pandemic-related Expenditures
In FY 2021, the American Rescue Plan Act (ARPA) established the Coronavirus State and Local Fiscal Recovery Funds to support urgent COVID-19 response efforts and replace lost revenue for the eligible state, local, territorial, and tribal governments. The County was allocated $27,741,111 of fiscal recovery funds to be paid in two equal installments. The first installment of $13,870,556 was received in June 2021. The second installment of 13,870,555 was received in June 2022. County staff and the Board of Commissioners elected to use $2,369,543 of the ARPA funds for premium pay, $126,989 for a sewer infrastructure project, $10,000,000 for the revenue replacement standard allowance, and $39,678 for Direct Administrative Costs. ARPA funds reimbursed the appropriate General and Enterprise funds totaling $2,409,221 used for premium pay and direct administrative costs. Revenue Replacement funds in the amount of $10,000,000 was transferred to the General Fund and $126,989 for sewer infrastructure has been transferred to the Sewer Fund. Additional General Fund projects include obligation of $110,322 for future direct administrative costs and $2,000,000 for Parks in Qualified Census Tracts repairs and maintenance. The remaining funds will be disbursed once the intended use of the funds has been identified and completed.

Net Position
Net position in government-wide and proprietary fund financial statements is classified as net investment in capital assets, restricted, and unrestricted. Restricted net position represents constraints on resources that are either a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or b) imposed by law through State statute.

Fund Balances
In the governmental fund financial statements, fund balance is composed of five classifications designed to disclose the hierarchy of constraints placed on how fund balance can be spent.

The governmental fund types classify fund balances as follows:

Non-spendable Fund Balance-This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The General Fund has non-spendable fund balance for prepaids of $64,000. This is the portion of fund balance that is not available because it represents the year-end balance of ending prepaids, which are not spendable resources.

Restricted Fund Balance-This classification includes amounts from sources that are restricted to specific purposes externally imposed by creditors or imposed by law. Restricted fund balance is summarized as follows:

	General Fund	Education Capital Projects	Special Revenue	Total
Restricted for Stabilization by State Statute-portion of fund balance that is restricted by State Statute [G.S. 159-8(a)].*	$ 15,341,245	$ -	$ 97,885	$ 15,439,130

*Restricted for Stabilization by State Statute - North Carolina G.S. 159-8 prohibits units of government from budgeting or spending a portion of their fund balance. This is one of several statutes enacted by the North Carolina State Legislature in the 1930's that were designed to improve and maintain the fiscal health of local government units. Restricted by State statute (RSS) is calculated at the end of each fiscal year for all annually budgeted funds. The calculation in G.S. 159-8(a) provides a formula for determining what portion of fund balance is available for appropriation. The amount of fund balance not available for appropriation is what is known as "restricted by State statute". Appropriated fund balance in any fund shall not exceed the sum of cash and investments minus the sum of liabilities, encumbrances, and deferred revenues arising from cash receipts, as those figures stand at the close of the fiscal year next preceding the budget. Per GASB guidance, RSS is considered a resource upon which a restriction is "imposed by law through constitutional provisions or enabling legislation." RSS is reduced by inventories and prepaids as they are classified as nonspendable. Outstanding Encumbrances are included within RSS. RSS is included as a component of Restricted Net position and Restricted fund balance on the face of the balance sheet.

	General Fund	Education Capital Projects	Special Revenue	Total
Restricted for General Government-portion of fund balance that is restricted for the Municipal Interlocal Agreement for Special Obligation Bonds	$ 1,343,880	$ -	$ -	$ 1,343,880
Restricted for Public Housing-portion of fund balance that is restricted by revenue source for section 8 expenditures.	55,482	-	-	55,482
Restricted for Human Services Health Program-portion of fund balance that is restricted by revenue source for health expenditures.	2,637,059	-	-	2,637,059
Restricted for Health Services-portion of fund balance that can only be used to benefit beneficiaries under the Social Services Representative Payee Program.	21,758	-	-	21,758
Restricted for Public Safety-portion of fund balance that is restricted for seized funds held by the Sheriff	560,956	-	-	560,956
Restricted for Public Safety-portion of fund balance that is restricted by revenue source for E911 expenditures.	-	-	1,478,845	1,478,845
Restricted for Register of Deeds-portion of fund balance that is restricted by revenue source for technology for the Register of Deeds office.	-	-	1,114,787	1,114,787
Restricted for Education-portion of fund balance that is restricted for debt service issued for Public School Capital needs.	14,717	-	-	14,717
Restricted for Education-portion of fund balance that is restricted by revenue source or unspent debt proceeds for Public School Capital needs.**	-	13,599,138	-	13,599,138
Total restricted fund balance	$ 4,633,852	$ 13,599,138	$ 2,593,632	$ 20,826,622

**Unspent debt proceeds are not included in net position for full accrual accounting and therefore will not be restricted on the Statement of Net Position (Exhibit A).

Committed Fund Balance-portion of fund balance that can only be used for a specific purpose determined by formal action of the government's highest level of decision-making authority. The Brunswick County governing body is the highest level of decision-making authority for the government that can by the adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted the limitation imposed by the ordinance remains in place until a similar action is taken to remove or revise the limitation. Committed fund balance is summarized as follows:

	General Fund	County Capital Projects	Education Capital Projects	Total
Committed for General Government-portion of fund balance that can only be used for general government (facilities additions and renovations)	$ -	$ 31,734,522	$ -	$ 31,734,522
Committed for General Government-portion of fund balance that is restricted for a legally budgeted Tax Revaluation	214,566	-	-	214,566
Committed for Environmental Protection-portion of fund balance that can only be used for environmental protection (Landfill Closure and Transfer Station)	-	13,791,026	-	13,791,026
Committed for Economic Development-portion of fund balance that can only be used for economic development	-	3,000,000	-	3,000,000
Committed for Culture & Recreation-portion of fund balance that can only be used for culture and recreation (Park Renovations)	-	875,435	-	875,435
Committed for Transportation-portion of fund balance that can only be used for transportation	-	74,236	-	74,236
Committed for Education-portion of fund balance that can only be used for education	-	-	25,492,003	25,492,003
Total committed fund balance	$ 214,566	$ 49,475,219	$ 25,492,003	$ 75,181,788

Assigned Fund Balance is the portion of fund balance that the Brunswick County intends to use for specific purposes. The County's governing body has the authority to assign fund balance. The Manager and Director of Fiscal Operations, as granted in the officially adopted budget ordinance, have been granted limited authority to assign fund balance. The General Fund has Assigned Fund Balance of $6,046,124 for subsequent year's expenditures. This is the portion of fund balance that is appropriated in the next year's budget that is not already classified in restricted or committed. The General Fund has Assigned Fund Balance of $10,000,000 designated for future county and community needs projects and mandated services. Projects will be presented to the commissioners individually for formal approval and appropriation.

Unassigned Fund Balance-portion of fund balance that has not been restricted, committed, or assigned to specific purposes or other funds. The general fund should be the only fund to report a positive unassigned fund balance amount. In other governmental funds, if expenditures incurred for specific purposes exceeded the amounts restricted, committed, or assigned to those purposes, it may be necessary to report a negative fund balance. The general fund is the only fund that reports a positive unassigned fund balance.

	General Fund	Special Revenue	Total
Unassigned portion of fund balance that has not been restricted, committed, or assigned to specific purposes or other funds	$ 103,370,576	$ (63,035)	$ 103,307,541

Fund Balance Remaining for Appropriation-The following schedule provides management and citizens with information on the portion of General Fund balance that is available for appropriation:

Total fund balance-General Fund	$139,670,363
Less:	
Nonspendable	(64,000)
Stabilization by State Statute	(15,341,245)
Restricted	(4,633,852)
Committed	(214,566)
Assigned	(16,046,124)
Fund balance remaining	$103,370,576

Brunswick County has a revenue spending policy that provides guidance for programs with multiple revenue sources. The Finance Officer will use resources in the following hierarchy: bond proceeds, federal funds, State funds, local non-County funds, and County funds. For purposes of fund balance classification expenditures are to be spent from restricted fund balance first, followed in order by committed fund balance, assigned fund balance, and lastly unassigned fund balance. The Finance Officer has the authority to deviate from this policy if it's in the best interest of the County. The County has not adopted a formal fund balance policy.

Defined Benefit Cost-Sharing Plans

The County participates in two cost-sharing, multiple-employer, defined benefit pension plans that are administered by the State: The Local Governmental Employees' Retirement System (LGERS) and the Registers of Deeds' Supplemental Pension Fund (RODSPF) (collectively, the "state-administered defined benefit pension plans"). For purposes of measuring the net pension asset or liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net positions of the state-administered defined benefit pension plans and additions to/deductions from the state-administered defined benefit pension plans' fiduciary net positions have been determined on the same basis as they are reported by the state-administered defined benefit pension plans. For this purpose, plan member contributions are recognized in the period in which the contributions are due. The County's employer contributions are recognized when due and the County has a legal requirement to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of the state-administered defined benefit pension plans. Investments are reported at fair value.

Inter-fund Transfers

The principal purpose for inter-fund transfers is to distribute local resources between funds. Typically, the General Fund provides the basis of local resources for other funds. These transactions are recorded as "Transfers - out" in the paying fund and "Transfers - in" in the receiving fund.

Other Resources

The County's General Fund also provides funds to the Airport Commission to fund their annual budget. In addition, when profits are available, the ABC Board will make quarterly payments to the County's General Fund. These payments represent the County's portion of the ABC Board's surpluses which the ABC Board is required by State statute to distribute to the County.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and

disclosures. Accordingly, actual results could differ from those estimates. Significant areas where estimates are made are allowance for doubtful accounts and depreciation lives.

2. Cash, Cash Equivalents, and Investments

Cash, cash equivalents, and investments of the County as of June 30, 2022, include the following:

	Reported at Fair Value
Cash on Hand	$ 12,090
Deposits - NOW, SuperNOW, MMDA and Certificates of Deposit	349,627,397
Investments:	
North Carolina Capital Management Trust	72,657,338
Total	$ 422,296,825

A. Deposits

All of the deposits of the County are either insured or collateralized by using one of two methods. Under the Dedicated Method, all deposits that exceed the federal depository insurance coverage level are collateralized with securities held by the depositor in the depositor's name. Under the Pooling Method, which is a collateral pool, all uninsured deposits are collateralized with securities held by the State Treasurer's agent in the name of the State Treasurer.

Since the State Treasurer is acting in a fiduciary capacity for the depositor, these deposits are considered to be held by their agents in each of the entities' names. The amount of the pledged collateral is based on an approved averaging method for non-interest-bearing deposits and the actual current balance for interest-bearing deposits. Depositories using the Pooling Method report to the State Treasurer the adequacy of their pooled collateral covering uninsured deposits. The State Treasurer does not confirm this information with the County and its component units or with the escrow agent. Because of the inability to measure the exact amount of collateral pledged for the County and its component units under the Pooling Method, the potential exists for under collateralization and this risk may increase in periods of high cash flows. However, the State Treasurer of North Carolina enforces strict standards of financial stability for each depository that collateralizes public deposits under the Pooling Method.

The State Treasurer enforces standards of minimum capitalization for all pooling method financial institutions. The County relies on the State Treasurer to monitor those financial institutions. The County analyzes the financial soundness of any other financial institution used by the County. The County complies with the provisions of G.S. 159-31 when designating official depositories and verifying that deposits are properly secured. The County does not have a policy regarding custodial credit risk for deposits.

At June 30, 2022, the deposits of the County had a reported value of $349,627,397 and bank balances of $347,024,612. Of the bank balances, $1,000,000 was covered by federal depository insurance and $346,024,612 was covered by collateral held under the Pooling Method. Cash on hand at June 30, 2022, was $12,090.

B. Investments

As of June 30, 2022, the County had the following investments and maturities:

Investment Type	Valuation Measurement Method	Fair Value	Less Than 6 Months	6 - 12 Months	1 - 3 Years
Government Portfolio	Fair Value-Level 1	$ 72,657,338	$ 72,657,338	n/a	n/a

Because the NCCMT Government Portfolio has a weighted average maturity of less than 90 days, they are presented as an investment with a maturity of less than 6 months. The NCCMT Government Portfolio has an AAAm rating from S&P and AAA-mf by Moody's Investor Service.

All investments are measured using the market approach: using prices and other relevant information generated by market transactions involving identical or comparable assets or a group of assets.

Level of fair value hierarchy: Level 1: Debt securities valued using directly observable, quoted prices (unadjusted) in active markets for identical assets.

Interest Rate Risk. As a means of limiting its exposure to fair value losses arising from rising interest rates, the County's investment policy limits at least 75% of the County's investment portfolio to maturities of less than 12 months. Also, the County's investment policy requires purchases of securities to be laddered with staggered maturity dates and limits all securities to a final maturity of no more than three years.

Credit Risk. The County's investment policy limits investments to the provisions of G.S. 159-30 and restricts the purchase of securities to the highest possible ratings whenever particular types of securities are rated. State law limits investments in commercial paper to the top rating issued by nationally recognized statistical rating organizations (NRSROs). The County's investments in the NC Capital Management Trust Government Portfolio carried a credit rating of AAAm by Standard & Poor's and AAA-mf by Moody's Investor Service as of June 30, 2022.

Custodial Credit Risk. The County's formal policy indicates that the County shall utilize a third-party custodial agent for book entry transactions, all of which shall be a trust department authorized to do trust work in North Carolina who has an account with the Federal Reserve. Certificated securities shall be in the custody of the Director of Finance.

Concentration of Credit Risk. The County places a limit of $5 million on the amount that the County may invest in any one issue of commercial paper with a maximum of 25% of the portfolio allowable to be invested in commercial paper.

The County allocates investment earnings to funds based on the balances outstanding at the end of the prior month.

3. Accounts Receivable

Receivables at the government-wide level at June 30, 2022, were as follows:

	Accounts	Taxes	Interest	Other	Total
Governmental activities					
Receivables	$2,980,169	$2,602,574	$55,245	$1,953,186	$ 7,591,174
Allowance for doubtful accounts	(1,116,566)	(1,334,473)	-	-	(2,451,039)
Total governmental activities	$1,863,603	$1,268,101	$55,245	$1,953,186	$ 5,140,135

	Customer Billings	Deposits	Interest	Lease	Special Assessments	Other	Total
Business-type activities							
Receivables:							
Water	$5,571,295	$ 16,412	$17,015	$2,247,156	$ -	$ 370,401	$ 8,222,279
Wastewater	2,555,294	9,244	10,464	-	499,315	2,530,892	5,605,209
Total receivables	8,126,589	25,656	27,479	2,247,156	499,315	2,901,293	13,827,488
Allowance for doubtful accounts:							
Water	(105,000)	-	-	-	-	-	(105,000)
Wastewater	(55,000)	-	-	-	(60,251)	-	(115,251)
Total allowance	(160,000)	-		-	(60,251)	-	(220,251)
Total business-type activities	$7,966,589	$ 25,656	$27,479	$2,247,156	$ 439,064	$2,901,293	$13,607,237

	Taxes	Interest	Other	Total
Custodial Funds				
Receivables	$1,445,069	$ 601	27,888	$1,473,558
Allowance for doubtful accounts	(661,156)	-	-	(661,156)
Total governmental activities	$ 783,913	$ 601	$27,888	$ 812,402

On 07/01/2021, Brunswick County, NC entered into a 51-month lease as Lessor for the use of tower space. An initial lease receivable was recorded in the amount of $107,094. As of 06/30/2022, the value of the lease receivable is $82,685. The lessee is required to make monthly fixed payments of $2,099. The lease has an interest rate of 0.8930%. The value of the deferred inflow of resources as of 06/30/2022 was $82,205, and Brunswick County recognized lease revenue of $24,890 during the fiscal year.

On 07/01/2021, Brunswick County, NC entered into a 312-month lease as Lessor for the use of tower space. An initial lease receivable was recorded in the amount of $69,036. As of 06/30/2022, the value of the lease receivable is $67,380. The lessee is required to make monthly fixed payments of $200. The lease has an interest rate of 0.3160%. The value of the deferred inflow of resources as of 06/30/2022 was $66,381, and Brunswick County recognized lease revenue of $2,655 during the fiscal year. The lessee has 5 extension options, each for 60 months.

On 07/01/2021, Brunswick County, NC entered into a 161-month lease as Lessor for the use of tower space. An initial lease receivable was recorded in the amount of $609,525. As of 06/30/2022, the value of the lease receivable is $590,276. The lessee is required to make annual fixed payments of $42,704. The lease has an interest rate of 0.3870%. The value of the deferred inflow of resources as of 06/30/2022 was $564,094, and Brunswick County recognized lease revenue of $45,430 during the fiscal year. The lessee has 2 extension options, each for 60 months.

On 07/01/2021, Brunswick County, NC entered into a 254-month lease as Lessor for the use of tower space. An initial lease receivable was recorded in the amount of $728,910. As of 06/30/2022, the value of the lease receivable is $718,129. The lessee is required to make annual fixed payments of $29,018. The lease has an interest rate of 0.7270%. The value of the deferred inflow of resources as of 06/30/2022 was $694,474, and Brunswick County recognized lease revenue of $34,437 during the fiscal year. The lessee has 4 extension options, each for 60 months.

On 07/01/2021, Brunswick County, NC entered into an 87-month lease as Lessor for the use of tower space. An initial lease receivable was recorded in the amount of $355,057. As of 06/30/2022, the value of the lease receivable is $331,523. The lessee is required to make annual fixed payments of $50,914. The lease has an interest rate of 0.5140%. The value of the deferred inflow of resources as of 06/30/2022 was $306,083, and Brunswick County recognized lease revenue of $48,973 during the fiscal year. The lessee has 1 extension option for 60 months.

On 08/01/2021, Brunswick County, NC entered into a 164-month lease as Lessor for the use of tower space. An initial lease receivable was recorded in the amount of $170,022. As of 06/30/2022, the value of the lease receivable is $161,323. The lessee is required to make monthly fixed payments of $896. The lease has an interest rate of 0.8930%. The value of the deferred inflow of resources as of 06/30/2022 was $158,596, and Brunswick County recognized lease revenue of $11,426 during the fiscal year. The lessee has 2 extension options, each for 60 months.

On 08/01/2021, Brunswick County, NC entered into a 82-month lease as Lessor for the use of tower space. An initial lease receivable was recorded in the amount of $334,468. As of 06/30/2022, the value of the lease receivable is $295,840. The lessee is required to make monthly fixed payments of $3,608. The lease has an interest rate of 0.5140%. The value of the deferred inflow of resources as of 06/30/2022 was $289,578, and Brunswick County recognized lease revenue of $44,890 during the fiscal year. The lessee has 1 extension option for 60 months.

In fiscal year 2022, the County recognized $212,701 of lease revenue and $9,667 of interest revenue under the lease.

Due from other governments owed to the County consists of the following:

	Governmental Activities	Business-Type Activities	Total
Local option sales tax	$ 7,680,859	$ -	$ 7,680,859
Medicaid hold harmless	85,403	-	85,403
Sales tax refunds	1,206,263	1,517,387	2,723,650
NC Department of Transportation grant reimbursements	35,817	-	35,817
Due from federal government for grant assistance	281,925	11,526	293,451
Due from State of North Carolina for grant assistance	3,075,256	-	3,075,256
Emergency telephone system	34,072	-	34,072
Lower Cape Fear Water & Sewer Authority reimbursement	-	2,619,272	2,619,272
Total	$ 12,399,595	$ 4,148,185	$ 16,547,780

Property Tax – Use Value Assessment on Certain Lands

In accordance with the general statutes, agriculture, horticulture, and forestland may be taxed by the County at the present-use value as opposed to market value. When the property loses its eligibility for use-value taxation, the property tax is recomputed at market value for the current year and the three preceding fiscal years, along with the accrued interest from the original due date. This tax is immediately due and payable. The following are property taxes that could become due if present use-value eligibility is lost. These amounts have not been recorded in the financial statements.

Year Levied	Tax	Interest	Total
2019	$ 2,225,208	$ 728,756	$ 2,953,964
2020	1,987,931	472,134	2,460,065
2021	1,991,581	293,758	2,285,339
2022	2,036,025	117,071	2,153,096
Total	$ 8,240,745	$ 1,611,719	$ 9,852,464

4. Capital Assets

Governmental capital assets at June 30, 2022, are summarized as follows:

	June 30, 2021	Increases	Decreases	Transfers/ Reclasses	June 30, 2022
Non-Depreciable Assets:					
Land	$ 16,873,908	$ -	$ -	$ -	$ 16,873,908
Construction in Progress	12,064,253	4,718,468	201,210	(110,757)	16,470,754
Total non-depreciable assets	28,938,161	4,718,468	201,210	(110,757)	33,344,662
Depreciable Assets					
Buildings and improvements	184,362,914	324,733	-	110,757	184,798,404
Equipment and vehicles	50,677,337	3,556,371	1,091,058	111,517	53,254,167
Total depreciable assets	235,040,251	3,881,104	1,091,058	222,274	238,052,571
Less accumulated depreciation					
Buildings and improvements	74,836,554	5,861,077	-	-	80,697,631
Equipment and vehicles	41,077,786	3,872,272	1,049,107	111,517	44,012,468
Total accumulated depreciation	115,914,340	9,733,349	1,049,107	111,517	124,710,099
Total depreciable assets, net	119,125,911	(5,852,245)	41,951	110,757	113,342,472
Total Capital Assets	$ 148,064,072	$ (1,133,777)	$ 243,161	$ -	$ 146,687,134

Depreciation was charged to functional expenses on the Statement of Activities as follows:

Function	Depreciation Expense
General government	$ 704,506
Public safety	3,877,973
Central services	606,114
Human services	240,785
Environmental protection	416,760
Economic and physical development	114,096
Cultural and recreation	2,290,434
Education	1,482,681
Total	$ 9,733,349

Enterprise fund capital assets at June 30, 2022, are summarized as follows:

Water Fund	June 30, 2021	Increases	Decreases	Transfers/ Reclasses	June 30, 2022
Non-Depreciable Assets:					
Land	$ 760,138	$ -	$ -	$ -	$ 760,138
Construction in Progress	82,912,485	47,620,780	-	-	130,533,265
Total non-depreciable assets	83,672,623	47,620,780	-	-	131,293,403
Depreciable Assets					
Operating Plants, buildings and improvements	57,209,618	523,585	-	-	57,733,203
Distribution system	161,107,038	4,283,818	-	-	165,390,856
Equipment and vehicles	24,827,473	1,696,761	-	(73,076)	26,451,158
Total depreciable assets	243,144,129	6,504,164	-	(73,076)	249,575,217
Less accumulated depreciation					
Operating Plants, buildings and improvements	26,267,097	1,930,313	-	-	28,197,410
Distribution system	53,790,335	3,215,280	-	-	57,005,615
Equipment and vehicles	14,113,073	1,663,983	-	(73,076)	15,703,980
Total accumulated depreciation	94,170,505	6,809,576	-	(73,076)	100,907,005
Total depreciable assets, net	148,973,624	(305,412)	-	-	148,668,212
Total capital Assets	$ 232,646,247	$47,315,368	$ -	$ -	$ 279,961,615

Wastewater Fund	June 30, 2021	Increases	Decreases	Transfers/ Reclasses	June 30, 2022
Non-Depreciable Assets:					
Land	$ 2,142,177	$ -	$ -	$ -	$ 2,142,177
Construction in Progress	43,539,898	8,437,957	-	(5,987,463)	45,990,392
Total non-depreciable assets	45,682,075	8,437,957	-	(5,987,463)	48,132,569
Depreciable Assets					
Operating Plants, buildings and improvements	160,897,942	235,799	-	-	161,133,741
Collection system	126,985,750	5,841,283	-	5,987,463	138,814,496
Equipment and vehicles	9,951,635	3,456,641	-	(38,441)	13,369,835
Total depreciable assets	297,835,327	9,533,723	-	5,949,022	313,318,072
Less accumulated depreciation					
Operating Plants, buildings and improvements	52,986,829	4,719,042	-	-	57,705,871
Collection system	25,050,143	2,670,761	-	-	27,720,904
Equipment and vehicles	4,509,162	956,824	-	(38,441)	5,427,545
Total accumulated depreciation	82,546,134	8,346,627	-	(38,441)	90,854,320
Total depreciable assets, net	215,289,193	1,187,096	-	5,987,463	222,463,752
Total capital Assets	$ 260,971,268	$ 9,625,053	$ -	$ -	$ 270,596,321
Total Enterprise Fund Assets, Net	$ 493,617,515				$ 550,557,936

5. Right to Use Leased Assets

The County has recorded forty right to use leased assets. The assets are right to use assets for leased buildings, equipment, and water operating plants. The related leases are discussed in the Leases subsection of the Long-term obligations section of this note. The right to use lease assets are amortized on a straight-line basis over the terms of the related leases.

Governmental right to use assets at June 30, 2022, are summarized as follows:

Governmental Fund	June 30, 2021	Increases	Decreases	June 30, 2022
Right to use assets				
Leased buildings	$ -	$ 173,939	$ -	$ 173,939
Leased equipment	-	601,982	-	601,982
Total right to use assets	-	775,921	-	775,921
Less accumulated amortization				
Leased buildings	-	200,334	-	200,334
Leased equipment	-	78,542	-	78,542
Total accumulated amortization	-	278,876	-	278,876
Right to use assets, net	$ -	$ 497,045	$ -	$ 497,045

Amortization was charged to functional expenses on the Statement of Activities as follows:

Function	Amortization Expense
General government	$ 40,669
Public safety	50,417
Central services	70,103
Human services	105,242
Economic and physical development	3,796
Cultural and recreation	8,649
Total	$ 278,876

Water Fund right to use assets at June 30, 2022, are summarized as follows:

Water Fund	June 30, 2021	Increases	Decreases	June 30, 2022
Right to use assets				
Leased equipment	$ -	$ 30,950	$ -	$ 30,950
Leased operating plant	-	1,767,210	-	1,767,210
Total right to use assets	-	1,798,160	-	1,798,160
Less accumulated amortization				
Leased equipment	-	7,956	-	7,956
Leased operating plant	-	35,899	-	35,899
Total accumulated amortization	-	43,855	-	43,855
Right to use assets, net	$ -	$ 1,754,305	$ -	$ 1,754,305

6. Accounts Payable and Inter-fund Balances

Accounts Payable Disaggregate Information

Type of Payable	Governmental Activities	Business-Type Activities	Total
Trade payables	$ 4,221,450	$ 2,725,442	$ 6,946,892
Construction costs payable	3,279,553	7,345,194	10,624,747
Accrued salaries and fringe benefits	2,830,673	418,878	3,249,551
Advances from grantors	3,514,859	-	3,514,859
Future claims for workers' compensation	198,163	-	198,163
Other payables	1,515,126	-	1,515,126
Total	$ 15,559,824	$ 10,489,514	$ 26,049,338

Inter-fund Receivables / Payables

The County's Interfund balances as of June 30, 2022, are $1,771,313. $1,740,786 represents amounts due to the Education Capital Project Fund from the General Fund for local option sales tax receivable at fiscal year-end. $30,527 represents amounts advanced by the General Fund to Special Revenue Funds for grant project expenditures made in advance of grantor reimbursements.

Inter-fund Transfers

The County's General Fund transferred funds during fiscal year 2022 to fund County and education capital improvements and reimbursement of expenditures in the Emergency Telephone System Fund. The Grants Special Revenue Fund made transfers to fund reimbursement of American Rescue Plan Act eligible expenditures in the General Fund and Enterprise Funds.

To:	General Fund	County Capital Project Fund	Education Capital Project Fund	Non Major Governmental Fund	Total Governmental Funds	Enterprise Funds
From:						
General Fund	$ -	$ 24,238,843	$ 10,393,810	$ 5,280	$ 34,637,933	$ -
Non Major Governmental	10,000,000	-	-	-	10,000,000	126,988
Totals	$ 10,000,000	$ 24,238,843	$ 10,393,810	$ 5,280	$ 44,637,933	$ 126,988

7. Deferred Outflows and Inflows of Resources

The balance in deferred outflows and inflows of resources at June 30, 2022, is composed of the following elements:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience		
LGERS	$ 4,290,131	$ -
Register of Deeds	5,214	5,927
LEOSSA	606,389	100,716
OPEB	93,489	3,883,402
Pensions - net difference between projected and actual investment earnings	-	19,267,823
Pensions - Change in proportion and difference between employer contributions and proportionate share of contirbutions	281,396	686,651
Change in assumptions		
LGERS/ROD	8,507,796	-
LEOSSA	1,824,080	340,239
DOSSA	10,447	5,455
OPEB	28,183,289	6,861,675
County contributions subsequent to the measurement date	7,839,456	-
Benefit payments/adminsitration costs paid subsequent to the measurement date (LEOSSA)	101,758	-
Benefit payments/adminsitration costs paid subsequent to the measurement date (OPEB)	3,458,952	
Prepaid Taxes, not yet earned (General Fund)	-	377,375
Taxes Receivable (General Fund)	-	1,268,101
Grant Receivable (General Fund)	-	44,407
EMS Receivable (General Fund)	-	368,697
Health Department Receivable (General Fund)	-	20,119
Leases (Water Fund)	-	2,161,411
	$ 55,202,397	$ 35,391,998

8. Long-Term Obligations

A. General Obligation Bonds

General obligation bonds issued to finance the construction of facilities utilized in the operations of the water system are reported as long-term debt in the Water Fund. All general obligation bonds are collateralized by the full faith, credit, and taxing power of the County. Principal and interest requirements are appropriated when due. In the event of a default, the County agrees to pay to the Purchaser, on demand, interest on any and all amounts due and owing by the County under this Agreement.

The County's General Obligation Bonds consisted of the following at June 30, 2022:

Original Issue		Payment Information		Outstanding Balance	
				Governmental	Business-Type
Date	Rate	Period	Amount	Activities	Activities
2012	3.00%	Annual	$1,660,000 - $2,750,000	$ 740,000	$ -
2012	2.00% - 4.00%	Annual	$30,000 - $285,000	-	2,180,000
2013	0.33% - 4.00%	Annual	$80,000 - $3,475,000	765,000	-
2018	2.85% - 5.00%	Annual	$2,455,000 - $2,500,000	42,455,000	-
2020	2.00% - 5.00%	Annual	$2,085,000 - $2,090,000	39,705,000	-
		Total General Obligation Bonds		$ 83,665,000	$ 2,180,000

The County issued General Obligation Bonds for which the County does not hold title to the capital assets. The bonds were issued for public school and community college construction and renovation projects. The amount of outstanding debt at June 30, 2022, for which the County held no collateral totaled $83,581,007 and was comprised of the following issues: series 2012 school refunding of 2003 and 2004 $740,000, series 2013A school and community college refunding $681,007 and school series 2018 $42,455,000 and 2020 $39,705,000 which are the first and second of three phases of the approved $152 million bond referendum. The school series 2018 and 2020 have related premiums of $2,321,267 and $5,322,480, respectively.

B. Revenue Bonds

Revenue bonds are collateralized by the rate-setting authority of the Water and Wastewater Funds. Principal and interest requirements are appropriated when due.

The County's Revenue Bonds consisted of the following at June 30, 2022:

Original Issue		Payment Information		Outstanding Balance
				Business-Type
Date	Rate	Period	Amount	Activities
2015	2.00% - 5.00%	Annual	$735,000 - $4,575,000	$ 44,055,000
2019	3.00% - 5.00%	Annual	$375,000 - $4,735,000	82,480,000
2020	2.00% - 5.00%	Annual	$3,045,000 - $8,115,000	152,065,000
		Total Revenue Bonds		$ 278,600,000

The County has pledged future water and wastewater customer revenues, net of specified operating expenses, to repay $50.55 million in water and wastewater refunding revenue bonds series 2008A and 2010 RZEDB, $15.93 million in water and wastewater revenue bonds in 2015, $87.6 million in water and wastewater refunding revenue bonds in 2019 and $152.0 million in water revenue bonds in 2020. Proceeds from the bonds provided financing for the West Brunswick Regional Water Reclamation Plant Phases 1 and 2 and associated transmission lines, the Sea Trail Wastewater Treatment Plant, Northwest Water Plant expansion and Reverse Osmosis Treatment, Water Transmission Main, Ocean Isle Beach Wastewater Treatment Plant improvements, Sunset Beach Wastewater Collection System, Northeast Water Plant expansion, LCFWSA Parallel Water Main and utility service lines. The bonds are payable solely from water and wastewater customer net revenues and are payable through 2050. Annual principal and

interest payments on the bonds are expected to require less than 45 percent of net revenues. The total principal and interest remaining to be paid on the bonds is $409,182,128. Principal and interest paid for the current year and total operating revenues were $15,577,751 and $82,511,173, respectively.

The County issued combined system enterprise revenue bonds for water and wastewater system improvements pursuant to a General Trust Indenture dated May 1, 2004, as amended effective August 20, 2013, and a series indenture, Number 3, dated January 1, 2008, between the County and First-Citizens Bank & Trust Company, as trustee. The indentures authorize and secure all outstanding revenue bonds of the County's water and wastewater system and contain several financial and operating covenants governing such matters as rates, additional bonds, reserve funds, annual budgets, maintenance of the system, and insurance. The County was in compliance with all such covenants during the fiscal year ended June 30, 2022.

The County has covenanted that it will set rates in compliance with a Rate Covenant, as set forth in the County's General Trust Indenture. For the fiscal year ended June 30, 2022, the County's compliance with the Rate Covenant is shown below:

Operating revenues and investment earnings			$ 85,029,812
Add: 20% surplus account (expendable net positon)			12,358,067
Total			$ 97,387,879
Operating expense excluding OPEB (net of depreciation)			31,879,094
120% of Principal and Interest Requirements on the Bonds			18,693,301
100% of Principal and Interest Requirements on Subordinate Indebtedness, General Obligation Indebtedness and Other Indebtedness			2,646,788
Total			$ 53,219,183
	97,387,879	>	53,219,183
Operating revenues and investment earnings			$ 85,029,812
Total			$ 85,029,812
Operating expense excluding OPEB (net of depreciation)			31,879,094
120% of Principal and Interest Requirements on the Bonds			18,693,301
100% of Principal and Interest Requirements on Subordinate Indebtedness, General Obligation Indebtedness and Other Indebtedness			2,646,788
Total			$ 53,219,183
	85,029,812	>	53,219,183

The County's debt service coverage calculation for the year ended June 30, 2022, is as follows:

Operating revenues and investment earnings	$ 85,029,812
Operating expense excluding OPEB (net of depreciation)	31,879,094
Net revenue available for debt service *	53,150,718
Add: 20% surplus account (expendable net positon)	12,358,067
Adjusted net revenues	$ 65,508,785
Senior debt service	$ 15,577,751
Subordinate debt service	2,646,788
Total debt service	18,224,539
Add: 20% senior debt service	3,115,550
Adjusted debt service	$ 21,340,089
Coverage Test 1	
Net revenues/total debt service	2.92
Coverage Test 2	
Adjusted net revenues/adjusted debt service	3.07

* In accordance with the County's General Trust Indenture, assessment revenues of $2,347,508 are used to offset the associated debt service. Certain agreements have allowed for the collection of these assessment revenues over a period of 10 years. Therefore, the amortized annual portion of these certain assessments are included in the calculation of net revenues and not the gross assessment in the year assessed.

C. Limited Obligation Bonds

The County's Limited Obligation Bonds consisted of the following at June 30, 2022:

	Payment Information			Balance	
Issued	Period	Amount	Rate	Governmental Activities	Purpose and Collateral
2015	Annual	$520,000-$1,485,000	2.00% - 5.00%	$ 6,830,000	School Projects; Refund 2005B Schools
2022	Annual	$65,000-$2,240,000	1.12%	11,150,000	School Projects; Refund 2012 Schools
				$ 17,980,000	

D. Installment Purchases and State Revolving Fund Loans

The County's Installment Purchase notes payable consisted of the following at June 30, 2022:

		Payment Information		Outstanding Balance	
Issued	Rate	Period	Amount	Business-Type Activities	Collateral
2010	0.00%	Annual	$100,000	$ 900,000	Wastewater System
2012	1.84%	Annual	$247,250 - $687,250	1,011,180	Wastewater System
				$ 1,911,180	

The County's outstanding note from direct placement related to enterprise activities of $900,000 (Sunset Beach Collection System) is secured with collateral of the system. The note contains provisions that an event of default could require the County to prepay the note in whole and have further commitment of funds withdrawn.

The County has pledged future water and wastewater customer revenues, net of specified operating expenses, to repay $6.33 million in 2012C revenue bonds in 2012. The County's outstanding note from direct placement related to enterprise activities of $1,011,180 (NEBRWWTP, Boiling Spring Lakes Wastewater Collection System) is secured with collateral of the system. The note contains provisions that an event of default could (a) declare the bonds immediately due and payable (b) allow the trustee to take possession of the Enterprise Fund and any moneys therein and administer the application thereof.

The County's State Revolving Fund Loans payable consisted of the following at June 30, 2022:

		Payment Information		Outstanding Balance	
Issued	Rate	Period	Amount	Business-Type Activities	Collateral
2003	2.55%	Annual	$375,000	$ 273,703	Wastewater System
2005	2.21%	Annual	$806,645 - $1,220,552	4,726,472	Wastewater System
2006	2.21%	Annual	$511,525 - $790,275	2,000,000	Wastewater System
2011	0.00%	Annual	$75,000	675,000	Wastewater System
2013	2.50%	Annual	$29,386	352,629	Wastewater System
2019	0.00%	Annual	$47,052	376,414	Wastewater System
				$ 8,404,218	

The County's outstanding note from direct borrowings related to enterprise activities of $273,703 (NEBRWWTP) is secured with collateral of the system. The note contains provisions that an event of default could require the County to prepay the note in whole and have further commitment of funds withdrawn.

The County's outstanding note from direct borrowings related to enterprise activities of $4,726,472 (WBRWRF) is secured with collateral of the system. The note contains provisions that an event of default could require the County to prepay the note in whole and have further commitment of funds withdrawn.

The County's outstanding note from direct borrowings related to enterprise activities of $2,000,000 (WBRWRF) is secured with collateral of the system. The note contains provisions that an event of default could require the County to prepay the note in whole and have further commitment of funds withdrawn.

The County's outstanding note from direct borrowings related to enterprise activities of $675,000 (Sanitary Sewer Systems) is secured with collateral of the system. The note contains provisions that an event of default could require the County to prepay the note in whole and have further commitment of funds withdrawn.

The County's outstanding note from direct borrowings related to enterprise activities of $352,629 (Town of Navassa Sewer System) is secured with collateral of the system. The note contains provisions that an event of default could require the County to prepay the note in whole and have further commitment of funds withdrawn.

The County's outstanding note from direct borrowings related to enterprise activities of $376,414 (Water Distribution and Sanitary Sewer Systems) is secured with collateral of the system. The note contains provisions that an event of default could require the County to prepay the note in whole and have further commitment of funds withdrawn.

E. Leases

The County has entered into agreements to lease certain buildings, equipment, and operating plants. The lease agreements qualify as other than short-term leases under GASB 87 and, therefore, have been recorded at the present value of the future minimum lease payments as of the date of their inception.

On 07/01/2021, the County entered into a 43-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $7,113. As of 06/30/2022, the value of the lease liability is $5,147. Brunswick County is required to make monthly principal and interest payments of $168. The lease has an interest rate of 0.8930%. The value of the right to use asset as of 06/30/2022 of $7,113 with accumulated amortization of $1,985.

On 07/01/2021, the County entered into a 15-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $2,297. As of 06/30/2022, the value of the lease liability is $460. Brunswick County is required to make monthly principal and interest payments of $154. The lease has an interest rate of 0.3870%. The value of the right to use asset as of 06/30/2022 of $2,297 with accumulated amortization of $1,782.

On 07/01/2021, the County entered into a 36-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $27,498. As of 06/30/2022, the value of the lease liability is $20,550. Brunswick County is required to make annual principal and interest payments of $6,950. The lease has an interest rate of 0.7270%. The value of the right to use asset as of 06/30/2022 of $27,498 with accumulated amortization of $9,090.

On 07/01/2021, the County entered into a 46-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $15,019. As of 06/30/2022, the value of the lease liability is $11,142. Brunswick County is required to make monthly principal and interest payments of $332. The lease has an interest rate of 0.8930%. The value of the right to use asset as of 06/30/2022 of $15,019 with accumulated amortization of $3,918.

On 07/01/2021, the County entered into a 37-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $11,851. As of 06/30/2022, the value of the lease liability is $7,877. Brunswick County is required to make annual principal and interest payments of $3,981. The lease has an interest rate of 0.7270%. The value of the right to use asset as of 06/30/2022 of $11,851 with accumulated amortization of $3,844.

On 07/01/2021, the County entered into a 39-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $3,595. As of 06/30/2022, the value of the lease liability is $2,496. Brunswick County is required to make monthly principal and interest payments of $93. The lease has an interest rate of 0.7270%. The value of the right to use asset as of 06/30/2022 of $3,595 with accumulated amortization of $1,106.

On 07/01/2021, the County entered into a 16-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $3,471. As of 06/30/2022, the value of the lease liability is $927. Brunswick County is required to make monthly principal and interest payments of $232. The lease has an interest rate of 0.3870%. The value of the right to use asset as of 06/30/2022 of $3,471 with accumulated amortization of $2,529.

On 07/01/2021, the County entered into a 16-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $2,617. As of 06/30/2022, the value of the lease liability is $655. Brunswick County is required to make monthly principal and interest payments of $164. The lease has an interest rate of 0.3870%. The value of the right to use asset as of 06/30/2022 of $2,617 with accumulated amortization of $1,907.

On 07/01/2021, the County entered into a 56-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $10,016. As of 06/30/2022, the value of the lease liability is $7,942. Brunswick County is required to make monthly principal and interest payments of $180. The lease has an interest rate of 1.0590%. The value of the right to use asset as of 06/30/2022 of $10,016 with accumulated amortization of $2,119.

On 07/01/2021, the County entered into a 36-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $6,686. As of 06/30/2022, the value of the lease liability is $4,442. Brunswick County is required to make annual principal and interest payments of $2,245. The lease has an interest rate of 0.7270%. The value of the right to use asset as of 06/30/2022 of $6,686 with accumulated amortization of $2,214.

On 07/01/2021, the County entered into a 25-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $3,680. As of 06/30/2022, the value of the lease liability is $1,918. Brunswick County is required to make monthly principal and interest payments of $148. The lease has an interest rate of 0.5140%. The value of the right to use asset as of 06/30/2022 of $3,680 with accumulated amortization of $1,734.

On 07/01/2021, the County entered into a 23-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $7,667. As of 06/30/2022, the value of the lease

liability is $3,676. Brunswick County is required to make monthly principal and interest payments of $335. The lease has an interest rate of 0.5140%. The value of the right to use asset as of 06/30/2022 of $7,667 with accumulated amortization of $3,921.

On 07/01/2021, the County entered into a 24-month lease as Lessee for the use of building space. An initial lease liability was recorded in the amount of $28,659. As of 06/30/2022, the value of the lease liability is $14,360. Brunswick County is required to make monthly principal and interest payments of $1,200. The lease has an interest rate of 0.5140%. The value of the right to use asset as of 06/30/2022 of $28,659 with accumulated amortization of $14,329.

On 07/01/2021, the County entered into a 24-month lease as Lessee for the use of building space. An initial lease liability was recorded in the amount of $94,717. As of 06/30/2022, the value of the lease liability is $47,421. Brunswick County is required to make monthly principal and interest payments of $3,959. The lease has an interest rate of 0.3160%. The value of the right to use asset as of 06/30/2022 of $94,717 with accumulated amortization of $47,358. Brunswick County has 1 extension option(s), each for 12 months.

On 07/01/2021, the County entered into a 36-month lease as Lessee for the use of radio tower space. An initial lease liability was recorded in the amount of $50,563. As of 06/30/2022, the value of the lease liability is $34,571. Brunswick County is required to make monthly principal and interest payments of $1,343. The lease has an interest rate of 0.3160%. The value of the right to use asset as of 06/30/2022 of $50,563 with accumulated amortization of $16,854. Brunswick County has 2 extension option(s), each for 12 months.

On 07/01/2021, the County entered into a 44-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $7,229. As of 06/30/2022, the value of the lease liability is $5,279. Brunswick County is required to make monthly principal and interest payments of $167. The lease has an interest rate of 0.8930%. The value of the right to use asset as of 06/30/2022 of $7,229 with accumulated amortization of $1,951.

On 07/01/2021, the County entered into a 26-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $25,814. As of 06/30/2022, the value of the lease liability is $14,372. Brunswick County is required to make monthly principal and interest payments of $961. The lease has an interest rate of 0.5140%. The value of the right to use asset as of 06/30/2022 of $25,814 with accumulated amortization of $11,631.

On 07/01/2021, the County entered into a 39-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $2,892. As of 06/30/2022, the value of the lease liability is $2,008. Brunswick County is required to make monthly principal and interest payments of $75. The lease has an interest rate of 0.7270%. The value of the right to use asset as of 06/30/2022 of $2,892 with accumulated amortization of $890.

On 07/01/2021, the County entered into a 24-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $11,511. As of 06/30/2022, the value of the lease liability is $5,768. Brunswick County is required to make monthly principal and interest payments of $482. The lease has an interest rate of 0.5140%. The value of the right to use asset as of 06/30/2022 of $11,511 with accumulated amortization of $5,756.

On 07/15/2021, the County entered into a 48-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $7,361. As of 06/30/2022, the value of the lease

liability is $5,541. Brunswick County is required to make monthly principal and interest payments of $156. The lease has an interest rate of 0.8770%. The value of the right to use asset as of 06/30/2022 of $7,361 with accumulated amortization of $1,769.

On 07/01/2021, the County entered into a 36-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $7,443. As of 06/30/2022, the value of the lease liability is $4,944. Brunswick County is required to make annual principal and interest payments of $2,499. The lease has an interest rate of 0.7270%. The value of the right to use asset as of 06/30/2022 of $7,443 with accumulated amortization of $2,481.

On 07/01/2021, the County entered into a 36-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $5,555. As of 06/30/2022, the value of the lease liability is $3,716. Brunswick County is required to make monthly principal and interest payments of $156. The lease has an interest rate of 0.7270%. The value of the right to use asset as of 06/30/2022 of $5,555 with accumulated amortization of $1,828.

On 07/01/2021, the County entered into a 38-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $3,569. As of 06/30/2022, the value of the lease liability is $2,450. Brunswick County is required to make monthly principal and interest payments of $95. The lease has an interest rate of 0.7270%. The value of the right to use asset as of 06/30/2022 of $3,569 with accumulated amortization of $1,113.

On 07/01/2021, the County entered into a 39-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $6,553. As of 06/30/2022, the value of the lease liability is $4,551. Brunswick County is required to make monthly principal and interest payments of $170. The lease has an interest rate of 0.7270%. The value of the right to use asset as of 06/30/2022 of $6,553 with accumulated amortization of $1,992.

On 07/01/2021, the County entered into a 35-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $12,387. As of 06/30/2022, the value of the lease liability is $8,286. Brunswick County is required to make annual principal and interest payments of $4,188. The lease has an interest rate of 0.7270%. The value of the right to use asset as of 06/30/2022 of $12,387 with accumulated amortization of $4,175.

On 07/01/2021, the County entered into a 36-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $316,241. As of 06/30/2022, the value of the lease liability is $209,467. Brunswick County is required to make annual principal and interest payments of $106,774. The lease has an interest rate of 1.2960%. The value of the right to use asset as of 06/30/2022 of $316,241 with accumulated amortization of $105,414.

On 07/01/2021, the County entered into a 36month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $6,661. As of 06/30/2022, the value of the lease liability is $4,450. Brunswick County is required to make monthly principal and interest payments of $186. The lease has an interest rate of 0.4700%. The value of the right to use asset as of 06/30/2022 of $6,661 with accumulated amortization of $2,220.

On 07/01/2021, the County entered into a 36-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $6,661. As of 06/30/2022, the value of the lease liability is $4,450. Brunswick County is required to make monthly principal and interest payments

of $186. The lease has an interest rate of 0.4700%. The value of the right to use asset as of 06/30/2022 of $6,661 with accumulated amortization of $2,220.

On 07/01/2021, the County entered into a 37-month lease as Lessee for the use of a postage machine. An initial lease liability was recorded in the amount of $38,233. As of 06/30/2022, the value of the lease liability is $26,510. Brunswick County is required to make quarterly principal and interest payments of $2,963. The lease has an interest rate of 0.4700%. The value of the right to use asset as of 06/30/2022 of $38,233 with accumulated amortization of $12,084.

On 07/01/2021, the County entered into a 15-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $3,139. As of 06/30/2022, the value of the lease liability is $628. Brunswick County is required to make quarterly principal and interest payments of $628. The lease has an interest rate of 0.3080%. The value of the right to use asset as of 06/30/2022 of $3,139 with accumulated amortization of $2,511.

On 07/01/2021, the County entered into a 49-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $19,728. As of 06/30/2022, the value of the lease liability is $16,794. Brunswick County is required to make monthly principal and interest payments of $258. The lease has an interest rate of 0.8930%. The value of the right to use asset as of 06/30/2022 of $19,728 with accumulated amortization of $4,741.

On 07/01/2021, the County entered into a 627-month lease as Lessee for the use of well sites. An initial lease liability was recorded in the amount of $1,736,362. As of 06/30/2022, the value of the lease liability is $1,697,704. Brunswick County is required to make annual principal and interest payments of $43,255. The lease has an interest rate of 1.0590%. The value of the right to use asset as of 06/30/2022 of $1,736,362 with accumulated amortization of $33,232.

On 07/01/2021, the County entered into a 60-month lease as Lessee for the use of well sites. An initial lease liability was recorded in the amount of $11,569. As of 06/30/2022, the value of the lease liability is $9,241. Brunswick County is required to make annual principal and interest payments of $2,328. The lease has an interest rate of 0.3160%. The value of the right to use asset as of 06/30/2022 of $11,569 with accumulated amortization of $2,314.

On 07/01/2021, the County entered into a 654-month lease as Lessee for the use of well sites. An initial lease liability was recorded in the amount of $19,279. As of 06/30/2022, the value of the lease liability is $18,870. Brunswick County is required to make annual principal and interest payments of $658. The lease has an interest rate of 2.5830%. The value of the right to use asset as of 06/30/2022 of $19,279 with accumulated amortization of $354.

On 07/01/2021, the County entered into a 60-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $8,171. As of 06/30/2022, the value of the lease liability is $6,588. Brunswick County is required to make monthly principal and interest payments of $137. The lease has an interest rate of 0.8900%. The value of the right to use asset as of 06/30/2022 of $8,171 with accumulated amortization of $1,615.

On 07/01/2021, the County entered into a 22-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $3,051. As of 06/30/2022, the value of the lease liability is $1,388. Brunswick County is required to make monthly principal and interest payments of $139. The lease has an interest rate of 0.2500%. The value of the right to use asset as of 06/30/2022 of $3,051 with accumulated amortization of $1,599.

On 09/01/2021, the County entered into a 60-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $20,555. As of 06/30/2022, the value of the lease liability is $17,187. Brunswick County is required to make monthly principal and interest payments of $351. The lease has an interest rate of 1.0190%. The value of the right to use asset as of 06/30/2022 of $20,555 with accumulated amortization of $3,426.

On 10/01/2021, the County entered into a 48-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $7,363. As of 06/30/2022, the value of the lease liability is $5,998. Brunswick County is required to make monthly principal and interest payments of $156. The lease has an interest rate of 0.8610%. The value of the right to use asset as of 06/30/2022 of $7,363 with accumulated amortization of $1,381.

On 11/01/2021, the County entered into a 60-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $5,973. As of 06/30/2022, the value of the lease liability is $5,209. Brunswick County is required to make monthly principal and interest payments of $106.00. The lease has an interest rate of 2.5830%. The value of the right to use asset as of 06/30/2022 of $5,973 with accumulated amortization of $796.

On 02/01/2022, the County entered into a 48-month lease as Lessee for the use of copiers. An initial lease liability was recorded in the amount of $5,3312. As of 06/30/2022, the value of the lease liability is $4,794. Brunswick County is required to make monthly principal and interest payments of $111. The lease has an interest rate of 1.0470%. The value of the right to use asset as of 06/30/2022 of $5,332 with accumulated amortization of $546.

F. Changes in Long-Term Debt

The following is a summary of changes in governmental long-term debt for the year ended June 30, 2022, for the County:

Governmental Activities	June 30, 2021	Additions	Retirements	June 30, 2022	Current Maturities
General obligation bonds	$ 92,075,000	$ -	$ 8,410,000	$ 83,665,000	$ 5,715,000
Limited obligation bonds	20,335,000	11,215,000	13,570,000	17,980,000	2,765,000
Bond premiums	9,025,170	-	507,385	8,517,785	507,384
Leases	-	775,921	276,729	499,192	270,837
Compensated absences	4,703,875	5,938,376	5,481,090	5,161,161	275,000
Net pension liability (LGERS)	27,800,176	-	15,698,474	12,101,702	-
Total pension liability (LEOSSA)	8,339,592	531,918	-	8,871,510	-
Total pension liability (DOSSA)	143,652	15,450	-	159,102	-
Total OPEB liability	153,792,103	9,212,470	-	163,004,573	-
Landfill closure & post-closure	8,547,525	207,962	924,212	7,831,275	121,697
Total	$ 324,762,093	$ 27,897,097	$ 44,867,890	$ 307,791,300	$ 9,654,918

Note: The general fund is typically used to liquidate other long-term liabilities including OPEB liability, landfill closure and post-closure liability, and the compensated absences and pension liabilities recorded in the governmental funds. The total of other debt not issued for capital is $197,129,323 which is comprised of compensated absences of $5,161,161, pension benefit obligation of $21,132,314, other post-employment benefits of $163,004,573 and landfill closure and post-closure of $7,831,275.

The following is a summary of changes in business-type long-term debt for the year ended June 30, 2022, for the County:

Business-Type Activities	June 30, 2021	Additions	Retirements	June 30, 2022	Current Maturities
Direct placement and direct borrowing revenue bonds	$ 287,300,000	$ -	$ 8,700,000	$ 278,600,000	$10,975,000
Bond premiums	28,744,914	-	1,368,662	27,376,252	1,368,661
General obligation bonds	2,380,000	-	200,000	2,180,000	205,000
Direct placement installment purchase	3,751,028	-	1,839,848	1,911,180	787,250
Direct borrowing state revolving fund loans	10,447,940	-	2,043,722	8,404,218	2,068,386
Leases	-	1,798,160	47,575	1,750,585	34,251
Compensated absences	740,521	1,049,473	986,813	803,181	32,000
Net pension liability (LGERS)	3,330,081	-	1,946,568	1,383,513	-
Total OPEB liability	23,362,458	172,636	-	23,535,094	-
Total	$ 360,056,942	$ 3,020,269	$ 17,133,188	$ 345,944,023	$15,470,548

Note: The total of other debt not issued for capital is $25,721,788 which is comprised of compensated absences of $803,181, pension benefit obligation of $1,383,513, and other post-employment benefits of $23,535,094.

G. Maturities of Long-Term Debt

The annual requirements to retire all debt outstanding, other than compensated absences, pension benefit obligation, and landfill closure costs, on June 30, 2022, including interest, are as follows:

	General Obligation Bonds		Limited Obligation Bonds	
	Principal	Interest	Principal	Interest
2023	$ 5,715,000	$ 2,923,260	$ 2,765,000	$ 428,493
2024	4,970,000	2,650,010	2,700,000	377,155
2025	4,590,000	2,409,110	2,270,000	326,738
2026	4,590,000	2,179,610	2,230,000	281,138
2027	4,590,000	1,960,560	2,190,000	235,793
2028-2032	22,950,000	7,110,050	4,255,000	616,151
2033-2037	22,950,000	3,340,500	1,570,000	101,062
2038-2042	13,310,000	493,140	-	-
Totals	$ 83,665,000	$ 23,066,240	$ 17,980,000	$ 2,366,530

	Leases	
	Principal	Interest
2023	$ 270,837	$ 4,201
2024	189,439	2,120
2025	29,398	277
2026	8,395	70
2027	1,123	3
Totals	$ 499,192	$ 6,671

Business-Type Activities

	General Obligation Bonds		Revenue Bonds	
	Principal	Interest	Principal	Interest
2023	$ 205,000	$ 88,150	$ 10,975,000	$ 10,503,424
2024	215,000	80,450	11,385,000	10,096,919
2025	225,000	71,850	11,375,000	9,579,185
2026	230,000	62,750	11,840,000	9,061,265
2027	240,000	53,450	12,380,000	8,519,327
2028-2032	1,065,000	111,800	56,135,000	34,348,090
2033-2037	-	-	47,830,000	23,305,475
2038-2042	-	-	47,785,000	14,520,850
2043-2047	-	-	41,135,000	7,939,350
2048-2052	-	-	27,760,000	1,681,800
Totals	$ 2,180,000	$ 468,450	$ 278,600,000	$ 129,555,685

	State Revolving Loans		Installment Purchases	
	Principal	Interest	Principal	Interest
2023	$ 2,068,386	$ 164,114	$ 787,250	$ 12,283
2024	1,819,892	120,166	423,930	2,980
2025	1,845,657	82,642	100,000	-
2026	1,871,989	44,550	100,000	-
2027	151,438	5,877	100,000	-
2028-2032	588,083	18,366	400,000	-
2033-2037	58,773	2,204	-	-
Totals	$ 8,404,218	$ 437,919	$ 1,911,180	$ 15,263

	Leases	
	Principal	Interest
2023	$ 34,251	$ 18,685
2024	34,752	18,353
2025	37,326	18,002
2026	30,974	17,658
2027	26,689	17,360
2028-2032	137,085	82,477
2033-2037	144,582	74,980
2038-2042	152,496	67,065
2043-2047	160,851	58,710
2048-2052	169,673	49,889
2053-2057	178,988	40,573
2058-2062	188,826	30,735
2063-2067	199,218	20,343
2068-2072	210,196	9,365
2073-2077	44,678	551
Totals	$ 1,750,585	$ 524,746

H. Net Investment in Capital Assets

The total Net Investment in Capital Assets at June 30, 2022, is composed of the following elements:

	Governmental	Business-type	Total
Total capital assets (net of depreciation)	$ 147,184,179	$ 552,312,241	$ 699,496,420
Total debt, gross	110,661,977	320,222,235	430,884,212
Less:			
Education debt for which the County does not hold title	91,224,754	-	91,224,754
Unexpended proceeds*	-	83,428,900	83,428,900
Total capital debt	19,437,223	236,793,335	256,230,558
Net Investment in Capital Assets	$ 127,746,956	$ 315,518,906	$ 443,265,862

*Unexpended debt proceeds related to education debt in the amount of $13,599,138 is not included in the calculation of governmental Net Investment in Capital Assets.

I. Other Debt Disclosures

At June 30, 2022, the County had a legal debt margin of $2.42 billion.

Advance Refunding
On November 7, 2019, the County issued $13,670,000 series 2019B enterprise revenue advance refunding bonds to provide resources to purchase U.S. government securities that were placed in an irrevocable trust for the purpose of providing general resources for all future debt service payments of $14,053,750 of enterprise revenue bonds. As a result, the refunded bonds are considered to be defeased. The liabilities for the debt were removed from the governmental activities column of the statement of net position in the fiscal year ending June 30, 2020. The reacquisition price was higher than the net carrying amount of the old debt by $1,150,000. The amount was netted against the net debt and amortized over the life of the refunded debt, which is same as the life of the new issue. The advance refunding was undertaken to reduce total debt service payments over the next seven years by $610,753 in a net economic gain of $530,251. At June 30, 2022, $12,520,000 of defeased bonds remain outstanding.

Current Refunding
On January 13, 2022, the County issued $11,215,000 series 2022 limited obligation refunding bonds to refund current debt service payments of $11,132,391 of limited obligation bonds. As a result, the refunded bonds are considered to be defeased. The liabilities for the debt were removed from the governmental activities column of the statement of net position in the fiscal year ending June 30, 2022. The reacquisition price was higher than the net carrying amount of the old debt by $280,000. The amount was netted against the net debt and amortized over the life of the refunded debt, which is same as the life of the new issue. The refunding was undertaken to reduce total debt service payments over the next six years by $639,589 in a net economic gain of $615,991.

Debt Related to Capital Activities
Of the total Governmental Activities debt listed only $18,854,038 relates to assets the County holds title. There is no unspent restricted cash related to this debt.

9. Conduit Debt Obligations

Brunswick County Industrial Facility and Pollution Control Authority issued industrial revenue bonds to provide financial assistance to private businesses for economic development purposes. These bonds are secured by the properties financed as well as letters of credit and are payable solely from payments received from the private businesses involved. Ownership of the acquired facilities is in the name of the private business served by the bond issuance. Neither the County, the Authority, the State, nor any political subdivision thereof is obligated in any manner for the repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. As of June 30, 2022, there are no industrial revenue bonds outstanding.

10. Pension Plan and Other Postemployment Obligations

A. Local Governmental Employees' Retirement System

Plan Description

The County is a participating employer in the statewide Local Governmental Employees' Retirement System (LGERS), a cost-sharing multiple-employer defined benefit pension plan administered by the State of North Carolina. LGERS membership is comprised of general employees and local law enforcement officers (LEOs) of participating local governmental entities. Article 3 of G.S. Chapter 128 assigns the authority to establish and amend benefit provisions to the North Carolina General Assembly. Management of the plan is vested in the LGERS Board of Trustees, which consists of 13 members – nine appointed by the Governor, one appointed by the state Senate, one appointed by the state House of Representatives, and the State Treasurer and State Superintendent, who serve as ex-officio members. The Local Governmental Employees' Retirement System is included in the Annual Comprehensive Financial Report (Annual Report) for the State of North Carolina. The State's Annual Report includes financial statements and required supplementary information for LGERS. That report may be obtained by writing to the Office of the State Controller, 1410 Mail Service Center, Raleigh, North Carolina 27699-1410, by calling (919) 981-5454, or at www.osc.nc.gov.

Benefits Provided

LGERS provides retirement and survivor benefits. Retirement benefits are determined as 1.85% of the member's average final compensation times the member's years of creditable service. A member's average final compensation is calculated as the average of a member's four highest consecutive years of compensation. Plan members are eligible to retire with full retirement benefits at age 65 with five years of creditable service, at age 60 with 25 years of creditable service, or at any age with 30 years of creditable service. Plan members are eligible to retire with partial retirement benefits at age 50 with 20 years of creditable service or at age 60 with five years of creditable service (age 55 for firefighters). Survivor benefits are available to eligible beneficiaries of members who die while in active service or within 180 days of their last day of service and who have either completed 20 years of creditable service regardless of age (15 years of creditable service for firefighters and rescue squad members who are killed in the line of duty) or have completed five years of service and have reached age 60. Eligible beneficiaries may elect to receive a monthly Survivor's Alternate Benefit for life or a return of the member's contributions. The plan does not provide for automatic postretirement benefit increases. Increases are contingent upon actuarial gains of the plan.

LGERS plan members who are LEOs are eligible to retire with full retirement benefits at age 55 with five years of creditable service as an officer, or at any age with 30 years of creditable

service. LEO plan members are eligible to retire with partial retirement benefits at age 50 with 15 years of creditable service as an officer. Survivor benefits are available to eligible beneficiaries of LEO members who die while in active service or within 180 days of their last day of service and who also have either completed 20 years of creditable service regardless of age, or have completed 15 years of service as a LEO and have reached age 50, or have completed five years of creditable service as a LEO and have reached age 55, or have completed 15 years of creditable service as a LEO if killed in the line of duty. Eligible beneficiaries may elect to receive a monthly Survivor's Alternate Benefit for life or a return of the member's contributions.

Contributions.
Contribution provisions are established by General Statute 128-30 and may be amended only by the North Carolina General Assembly. County employees are required to contribute 6% of their compensation. Employer contributions are actuarially determined and set annually by the LGERS Board of Trustees. The County's contractually required contribution rate for the year ended June 30, 2022, was 12.04% of compensation for law enforcement officers, 11.40% for general employees, and 11.39 for social services department employees, actuarially determined as an amount that, when combined with employee contributions, is expected to finance the costs of benefits earned by employees during the year. Contributions to the pension plan from the County were $7,811,891 for the year ended June 30, 2022.

Refunds of Contributions
County employees who have terminated service as a contributing member of LGERS may file an application for a refund of their contributions. By state law, refunds to members with at least five years of service include 4% interest. State law requires a 60-day waiting period after service termination before the refund may be paid. The acceptance of a refund payment cancels the individual's right to employer contributions, or any other benefit provided by LGERS.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions
At June 30, 2022, the County reported a liability of $13,485,215 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2021. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2020. The total pension liability was then rolled forward to the measurement date of June 30, 2021, utilizing update procedures incorporating the actuarial assumptions. The County's proportion of the net pension liability was based on a projection of the County's long-term share of future payroll covered by the pension plan, relative to the projected future payroll covered by the pension plan of all participating LGERS employers, actuarially determined. At June 30, 2022, the County's proportion was .879% (measured as of June 30, 2021), which was an increase of .008% from its proportion as of June 30, 2021 (measured as of June 30, 2020).

For the year ended June 30, 2022, the County recognized pension expense of $5,648,914. On June 30, 2022, the County reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 4,290,131	$ -
Change of assumptions	8,472,160	-
Net difference between projected and actual investment earnings	-	19,266,322
Change in proportion and difference between employer contributions and proportionate share of contributions	253,676	629,138
County contributions subsequent to the measurement date	7,811,891	-
	$20,827,858	$19,895,460

$7,811,891 reported as deferred outflows of resources related to pensions resulting from County contributions subsequent to the measurement date will be recognized as a decrease of the net pension liability in the year ended June 30, 2023. Other amounts reported as deferred inflows and outflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:	
2023	$1,080,317
2024	(536,434)
2025	(1,527,767)
2026	(5,895,609)
2027	-
Thereafter	-

Actuarial Assumptions

The total pension liability in the December 31, 2020, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.5 percent
Salary increase	3.25 to 8.25 percent, including inflation and productivity factor
Investment rate of return	6.50 percent, net of pension plan investment expense, including inflation

The plan currently uses mortality tables that vary by age, gender, employee group (i.e., general, law enforcement officer), and health status (i.e., disabled and healthy). The current mortality rates are based on published tables and based on studies that cover significant portions of the U.S. population. The healthy mortality rates also contain a provision to reflect future mortality improvements.

The actuarial assumptions used in the December 31, 2020, valuation with the exception of the discount rate were based on the results of an actuarial experience study for the period January 1, 2015, through December 31, 2019.

Future ad hoc COLA amounts are not considered to be substantively automatic and are therefore not included in the measurement.

The projected long-term investment returns and inflation assumptions are developed through review of current and historical capital markets data, sell-side investment research, consultant

whitepapers, and historical performance of investment strategies. Fixed income return projections reflect current yields across the U.S. Treasury yield curve and market expectations of forward yields projected and interpolated for multiple tenors and over multiple-year horizons. Global public equity return projections are established through analysis of the equity risk premium and the fixed income return projections. Other asset categories and strategies' return projections reflect the foregoing and historical data analysis. These projections are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class as of June 30, 2021, are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Fixed Income	29.0%	1.4%
Global Equity	42.0%	5.3%
Real Estate	8.0%	4.3%
Alternatives	8.0%	8.9%
Opportunistic Fixed Income	7.0%	6.0%
Inflation Sensitive	6.0%	4.0%
Total	94.0%	

The information above is based on 30-year expectations developed with the consulting actuary as part of a study conducted in 2016, and is part of the asset, liability, and investment policy of the North Carolina Retirement Systems, including LGERS. The long-term nominal rates of return underlying the real rates of return are arithmetic annualized figures. The real rates of return are calculated from nominal rates by multiplicatively subtracting a long-term inflation assumption of 3.05%. Return projections do not include an excess return expectations over benchmark averages. All rates of return and inflation are annualized.

Discount rate

The discount rate used to measure the total pension liability was 6.50%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of the current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the County's proportionate share of the net pension liability to changes in the discount rate

The following presents the County's proportionate share of the net pension liability calculated using the discount rate of 6.50 percent, as well as what the County's proportionate share of the net pension asset or net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.50 percent) or 1-percentage-point higher (7.50 percent) than the current rate:

	1% Decrease (5.50%)	Discount Rate (6.50%)	1% Increase (7.50%)
County's proportionate share of the net pension liability (asset)	$ 52,348,486	$ 13,485,215	$ (18,496,997)

Pension plan fiduciary net position
Detailed information about the pension plan's fiduciary net position is available in the separately issued Annual Report for the State of North Carolina.

B. Registers of Deeds' Supplemental Pension Fund

Plan Description
Brunswick County also contributes to the Registers of Deeds' Supplemental Pension Fund (RODSPF), a noncontributory, cost-sharing multiple-employer defined benefit plan administered by the North Carolina Department of State Treasurer. RODSPF provides supplemental pension benefits to any eligible county register of deeds who is retired under the Local Government Employees' Retirement System (LGERS) or an equivalent locally sponsored plan. Article 3 of G.S. Chapter 161 assigns the authority to establish and amend benefit provisions to the North Carolina General Assembly. Management of the plan is vested in the LGERS Board of Trustees, which consists of 13 members – nine appointed by the Governor, one appointed by the state Senate, one appointed by the state House of Representatives, and the State Treasurer and State Superintendent, who serve as ex-officio members. The Registers of Deeds' Supplemental Pension Fund is included in the Annual Report for the State of North Carolina. The State's Annual Report includes financial statements and required supplementary information for the Resisters of Deeds' Supplemental Pension Fund. That report may be obtained by writing to the Office of the State Controller, 1410 Mail Service Center, Raleigh, North Carolina 27699-1410, by calling (919) 981-5454, or at www.osc.nc.gov.

Benefits Provided
An individual's benefits for the year are calculated as a share of accumulated contributions available for benefits for that year, subject to certain statutory limits. An individual's eligibility is based on at least 10 years of service as a register of deeds with the individual's share increasing with years of service. Because of the statutory limits noted above, not all contributions available for benefits are distributed.

Contributions
Benefits and administrative expenses are funded by investment income and 1.5% of the receipts collected by each County Commission under Article 1 of Chapter 161 of the North Carolina General Statutes. The statutory contribution currently has no relationship to the actuary's required contribution. The actuarially determined contribution this year and for the foreseeable future is zero. Registers of Deeds do not contribute. Contribution provisions are established by General Statute 161-50 and may be amended only by the North Carolina General Assembly. Contributions to the pension plan from the County were $27,565 for the year ended June 30, 2022.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions
At June 30, 2022, the County reported an asset of $488,701 for its proportionate share of the net pension asset. The net pension asset was measured as of June 30, 2021. The total pension liability used to calculate the net pension asset was determined by an actuarial valuation as of December 31, 2020. The total pension liability was then rolled forward to the measurement date of June 30, 2021, utilizing update procedures incorporating the actuarial assumptions. The County's proportion of the net pension asset was based on the County's share of contributions to the pension plan, relative to contributions to the pension plan of all participating RODSPF employers. At June 30, 2021, the County's proportion was 2.544%, which was an increase of 0.263% from its proportion measured as of June 30, 2020.

For the year ended June 30, 2022, the County recognized pension expense of $17,763. At June 30, 2022, the County reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 5,214	$ 5,927
Changes of assumptions	35,636	-
Net difference between projected and actual investment earnings	-	1,501
Change in proportion and difference between employer contributions and proportionate share of contributions	27,720	57,513
County contributions subsequent to the measurement date	27,565	-
	$ 96,135	$ 64,941

$27,565 reported as deferred outflows of resources related to pensions resulting from County contributions subsequent to the measurement date will be recognized as an increase of the net pension asset in the year ended June 30, 2023.

Other amounts reported as deferred inflows or outflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:	
2023	$ 2,012
2024	(8,633)
2025	(1,145)
2026	11,395
2027	-
Thereafter	-

Actuarial Assumptions

The total pension liability in the December 31, 2020, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.5 percent
Salary increase	3.25 to 8.25 percent, including inflation and productivity factor
Investment rate of return	3.00 percent, net of pension plan investment expense, including inflation

The plan currently uses mortality tables that vary by age, gender, employee group (i.e., general, law enforcement officer) and health status (i.e. disabled and healthy). The current mortality rates are based on published tables and based on studies that cover significant portions of the U.S. population. The healthy mortality rates also contain a provision to reflect future mortality improvements.

The actuarial assumptions used in the December 31, 2020, valuation were based on the results of an actuarial experience study for the period January 1, 2015, through December 31, 2019.

Future ad hoc COLA amounts are not considered to be substantively automatic and are therefore not included in the measurement.

The projected long-term investment returns and inflation assumptions are developed through review of current and historical capital markets data, sell-side investment research, consultant whitepapers, and historical performance of investment strategies. Fixed income return projections reflect current yields across the U.S. Treasury yield curve and market expectations of forward yields projected and interpolated for multiple tenors and over multiple year horizons. These projections are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The adopted asset allocation policy for the RODSPF is 100% in the fixed income asset class. The best estimate of arithmetic real rate of return for the fixed income asset class as of June 30, 2021, is 1.4%.

The information above is based on 30-year expectations developed with the consulting actuary as part of a study conducted in 2016, and is part of the asset, liability, and investment policy of the North Carolina Retirement Systems, including LGERS. The long-term nominal rates of return underlying the real rates of return are arithmetic annualized figures. The real rates of return are calculated from nominal rates by multiplicatively subtracting a long-term inflation assumption of 3.05%. Return projections do not include an excess return expectations over benchmark averages. All rates of return and inflation are annualized.

Discount rate

The discount rate used to measure the total pension liability was 3.00%. The projection of cash flows used to determine the discount rate assumed that contributions from employers will be made at statutorily required rates. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of the current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the County's proportionate share of the net pension asset to changes in the discount rate

The following presents the County's proportionate share of the net pension asset calculated using the discount rate of 3.00 percent, as well as what the County's proportionate share of the net pension asset would be if it were calculated using a discount rate that is 1-percentage-point lower (2.00 percent) or 1-percentage-point higher (4.00 percent) than the current rate:

	1% Decrease (2.00%)	Discount Rate (3.00%)	1% Increase (4.00%)
County's proportionate share of the net pension liability (asset)	$ (388,179)	$ (488,701)	$ (573,175)

Pension plan fiduciary net position

Detailed information about the pension plan's fiduciary net position is available in the separately issued Annual Report for the State of North Carolina.

C. Law Enforcement Officers' Special Separation Allowance

Plan Description

The County administers a public employee retirement system (the Separation Allowance), a single-employer defined benefit pension plan that provides retirement benefits to the County's qualified sworn law enforcement officers under the age of 62 who have completed at least 30 years of creditable service or have attained 55 years of age and have completed five or more years of creditable service. The Separation Allowance is equal to 0.85 percent of the annual equivalent of the base rate of compensation most recently applicable to the officer for each year of creditable service.

The retirement benefits are not subject to any increases in salary or retirement allowances that may be authorized by the General Assembly. Article 12D of G.S. Chapter 143 assigns the authority to establish and amend benefit provisions to the North Carolina General Assembly. A separate report was not issued for the plan.

All full-time County law enforcement officers are covered by the Separation Allowance. At December 31, 2020, the Separation Allowance's membership consisted of:

Inactive members currently receiving benefits	13
Active members	181
Total	194

Summary of Significant Accounting Policies

Basis of Accounting. The County has chosen to fund the Separation Allowance on a pay-as-you-go basis. Pension expenditures are made from the General Fund, which is maintained on the modified accrual basis of accounting. Benefits are recognized when due and payable in accordance with the terms of the plan.

The Separation Allowance has no assets accumulated in a trust that meets the following criteria which are outlined in GASB Statement 73.

Actuarial Assumptions

The entry age normal actuarial cost method was used in the December 31, 2020, valuation. The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.5 percent
Salary Increases	3.25 to 7.75 percent, including inflation and productivity factor
Discount Rate	2.25 percent

The discount rate used to measure the TPL is the S&P Municipal Bond 20-Year High-Grade Rate Index.

The actuarial assumptions used in the December 31, 2020, valuation were based on the results of an experience study completed by the Actuary for the Local Governmental Employees' Retirement System for the five-year period ending December 31, 2019.

Mortality Assumption: All mortality rates use Pub-2010 amount-weighted tables.

Mortality Projection: All mortality rates are projected from 2010 using generational improvement with Scale MP-2019.

Deaths After Retirement (Healthy): Mortality rates are based on the Safety Mortality Table for Retirees. Rates for all members are multiplied by 97% and Set Forward by 1 year.

Deaths After Retirement (Disabled Members at Retirement): Mortality rates are based on the Non-Safety Mortality Table for Disabled Retirees. Rates are Set Back 3 years for all ages.

Deaths After Retirement (Survivors of Deceased Members): Mortality rates are based on the Below-median Teachers Mortality Table for Contingent Survivors. Rates for male members are Set Forward 3 years. Rates for female members are Set Forward 1 year. Because the contingent survivor tables have no rates prior to age 45, the Below-median Teachers Mortality Table for Employees is used for ages less than 45.

Deaths Prior to Retirement: Mortality rates are based on the Safety Mortality Table for Employees.

Contributions

The County is required by Article 12D of G.S. Chapter 143 to provide these retirement benefits and has chosen to fund the amounts necessary to cover the benefits earned on a pay-as-you-go basis through appropriations made in the General Fund operating budget. There were no contributions made by employees. The County's obligation to contribute to this plan is established and may be amended by the North Carolina General Assembly. The County paid $197,239 as benefits came due for the reporting period.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2022, the County reported a total pension liability of $8,871,510. The total pension liability was measured as of December 31, 2021, based on a December 31, 2020, actuarial valuation. The total pension liability was rolled forward to the measurement date of December 31, 2021, utilizing update procedures incorporating the actuarial assumptions. For the year ended June 30, 2022, the County recognized pension expense of $1,167,310.

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 606,389	$ 100,716
Changes of assumptions	1,824,080	340,239
County benefit payments and plan administrative expense made subsequent to the measurement date	101,758	-
	$ 2,532,227	$ 440,955

The County paid $101,758 in benefit payments and $0 in admin expenditures subsequent to the measurement date that are reported as deferred outflows of resources related to pensions which will be recognized as a decrease of the total pension liability in the year ended June 30, 2023. Other amounts reported as deferred inflows or deferred outflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:	
2023	$ 472,679
2024	462,683
2025	446,505
2026	398,350
2027	206,292
Thereafter	3,005

Sensitivity of the County's total pension liability to changes in the discount rate. The following presents the County's total pension liability calculated using the discount rate of 2.25 percent, as well as what the County's total pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.25 percent) or 1-percentage-point higher (3.25 percent) than the current rate:

	1% Decrease (1.25%)	Discount Rate (2.25%)	1% Increase (3.25%)
Total pension liability	$ 9,775,229	$ 8,871,510	$ 8,052,500

Schedule of Changes in Total Pension Liability
Law Enforcement Officers' Special Separation Allowance

	2022
Beginning balance	$ 8,339,592
Service Cost	537,017
Interest on the total pension liability	159,051
Changes of benefit terms	-
Differences between expected and actual experience in the measurement of the total pension liability	312,819
Changes of assumptions or other inputs	(279,730)
Benefit payments	(197,239)
Other changes	-
Ending balance of the total pension liability	$ 8,871,510

Changes of assumptions. Changes of assumptions and other inputs reflect a change in the discount rate from 1.93 percent at December 31, 2020 (measurement date) to 2.25 percent at December 31, 2021 (measurement date).

Changes in Benefit Terms. Reported compensation adjusted to reflect the assumed rate of pay as of the valuation date.

The plan currently uses mortality tables that vary by age, and health status (i.e., disabled and healthy). The current mortality rates are based on published tables and based on studies that cover significant portions of the U.S. population. The healthy mortality rates also contain a provision to reflect future mortality improvements.

D. Detention Officers' Special Separation Allowance

Plan Description

The County administers a public employee retirement system (the Separation Allowance), a single-employer defined benefit pension plan that provides retirement benefits to the County's qualified sworn detention officers under the age of 62 who have completed at least 30 years of creditable service or have attained 60 years of age and have completed 25 or more years of creditable service. The Separation Allowance is equal to 0.85 percent of the annual equivalent of the base rate of compensation most recently applicable to the officer for each year of creditable service. The retirement benefits are not subject to any increases in salary or retirement allowances that may be authorized by the General Assembly. Article 12D of G.S. Chapter 143 assigns the authority to establish and amend benefit provisions to the North Carolina General Assembly. A separate report was not issued for the plan.

All full-time County detention officers are covered by the Separation Allowance. At December 31, 2020, the Separation Allowance's membership consisted of:

Inactive members currently receiving benefits	-
Active members	59
Total	59

Summary of Significant Accounting Policies

Basis of Accounting. The County has chosen to fund the Separation Allowance on a pay-as-you-go basis. Pension expenditures are made from the General Fund, which is maintained on the modified accrual basis of accounting. Benefits are recognized when due and payable in accordance with the terms of the plan.

The Separation Allowance has no assets accumulated in a trust that meets the following criteria which are outlined in GASB Statement 73.

Actuarial Assumptions

The entry age normal actuarial cost method was used in the December 31, 2020, valuation. The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.5 percent
Salary Increases	3.25 to 8.25 percent, including inflation and productivity factor
Discount Rate	2.25 percent

The discount rate used to measure the TPL is the S&P Municipal Bond 20-Year High-Grade Rate Index.

The actuarial assumptions used in the December 31, 2020, valuation were based on the results of an experience study completed by the Actuary for the Local Governmental Employees' Retirement System for the five-year period ending December 31, 2019.

Mortality Assumption: All mortality rates use Pub-2010 amount-weighted tables.

Mortality Projection: All mortality rates are projected from 2010 using generational improvement with Scale MP-2019.

Deaths After Retirement (Healthy): Mortality rates are based on the General Mortality Table for Retirees. Rates for male members are first Set Forward 2 years, then are multiplied by 96% for ages under 81, and increase until reaching 100% at age 85 and above. Rates for female members are 100% for ages under 92 and increase until reaching 110% at age 95 and above. Because the retiree tables have no rates prior to age 50, the General Mortality Table for Employees is used for ages less than 50.

Death After Retirement (Survivors of Deceased Members): Mortality rates are based on the Below-median Teachers Mortality Table for Contingent Survivors. Rates for male members are Set Forward 3 years. Rates for female members are Set Forward 1 year. Because the contingent survivor tables have no rates prior to age 45, the Below-median Teachers Mortality Table for Employees is used for ages less than 45.

Deaths After Retirement (Disabled Members at Retirement): Mortality rates are based on the Non-Safety Mortality Table for Disabled Retirees. Rates for General Employee male members are Set Forward 3 years and rates for General Employee female members are Set Back 1 year.

Deaths Prior to Retirement: Mortality rates for General Employees are based on the General Mortality Table for Employees.

Contributions

The County is required by Article 12D of G.S. Chapter 143 to provide these retirement benefits and has chosen to fund the amounts necessary to cover the benefits earned on a pay-as-you-go basis through appropriations made in the General Fund operating budget. There were no contributions made by employees. The County's obligation to contribute to this plan is established and may be amended by the North Carolina General Assembly. The County paid $0 as benefits came due for the reporting period.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2022, the County reported a total pension liability of $159,102. The total pension liability was measured as of December 31, 2021, based on a December 31, 2020, actuarial valuation. The total pension liability was rolled forward to December 31, 2021, utilizing update procedures incorporating the actuarial assumptions. For the year ended June 30, 2022, the County recognized pension expense of $33,102.

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ -
Changes of assumptions	10,447	5,455
County benefit payments and plan administrative expense made subsequent to the measurement date	-	-
	$ 10,447	$ 5,455

The County paid $0 in benefit payments and $0 in admin expenditures subsequent to the measurement date that are reported as deferred outflows of resources related to pensions which will be recognized as a decrease of the total pension liability in the year ended June 30, 2023. Other amounts reported as deferred inflows or deferred outflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:	
2023	$ 5,615
2024	110
2025	(733)
2026	-
2027	-
Thereafter	-

Sensitivity of the County's total pension liability to changes in the discount rate. The following presents the County's total pension liability calculated using the discount rate of 2.25 percent, as

well as what the County's total pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.25 percent) or 1-percentage-point higher (3.25 percent) than the current rate:

	1% Decrease (1.25%)	Discount Rate (2.25%)	1% Increase (3.25%)
Total pension liability	$ 184,665	$ 159,102	$ 136,756

Schedule of Changes in Total Pension Liability
Detention Officers' Special Separation Allowance

	2022
Beginning balance	$ 143,652
Service Cost	20,494
Interest on the total pension liability	2,772
Changes of benefit terms	-
Differences between expected and actual experience in the measurement of the total pension liability	-
Changes of assumptions or other inputs	(7,816)
Benefit payments	-
Other changes	-
Ending balance of the total pension liability	$ 159,102

Changes of assumptions. Changes of assumptions and other inputs reflect a change in the discount rate from 1.93 percent at December 31, 2020 (measurement date) to 2.25 percent at December 31, 2021 (measurement date).

Changes in Benefit Terms. Reported compensation adjusted to reflect the assumed rate of pay as of the valuation date.

The plan currently uses mortality tables that vary by age, and health status (i.e., disabled and healthy). The current mortality rates are based on published tables and based on studies that cover significant portions of the U.S. population. The healthy mortality rates also contain a provision to reflect future mortality improvements.

E. Supplemental Retirement Income Plan for Law Enforcement Officers

Plan Description

The County contributes to the Supplemental Retirement Income Plan ("Plan"), a defined contribution pension plan administered by the Department of State Treasurer and a Board of Trustees. The Plan provides retirement benefits to law enforcement officers employed by the County. Article 5 of G.S. Chapter 135 assigns the authority to establish and amend benefit provisions to the North Carolina General Assembly. The Supplemental Retirement Income Plan for Law Enforcement Officers is included in the Annual Report for the State of North Carolina. The State's Annual Report includes the pension trust fund financial statements for the Internal Revenue Code Section 401(k) plan that includes the Supplemental Retirement Income Plan for Law Enforcement Officers. That report may be obtained by writing to the Office of the State Controller, 1410 Mail Service Center, Raleigh, North Carolina 27699-1410, or by calling (919) 981-5454.

Funding Policy
Article 12E of G.S. Chapter 143 requires the County to contribute each month an amount equal to five percent of each officer's salary, and all amounts contributed are vested immediately. Also, the law enforcement officers may make voluntary contributions to the plan.

The County contributed $655,552 for the reporting year. No amounts were forfeited.

F. Deferred Compensation Plans

The County also offers, to employees not engaged in law enforcement, a deferred compensation plan created in accordance with Internal Revenue Code Section 401(k). Employee participation is discretionary and is limited to the amount allowable under the Internal Revenue Code. For each qualified employee, the County contributes 5% of the employee's pretax annual compensation to the plan. Contributions for the year ended June 30, 2022, were $3,860,834 which consisted of $2,734,429 from the County and $1,126,405 from the employees.

G. Pension Liabilities (Assets), Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

The net pension liability for LGERS and ROD was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that December 31, 2020. The total pension liability for LEOSSA was measured as of December 31, 2021, with an actuarial valuation date of December 31, 2020. The total pension liability for DOSSA was measured as of December 31, 2021, with an actuarial valuation date of December 31, 2020.

The County's proportion of the net pension liability was based on the County's share of contributions to the pension plan relative to the contribution of all participating entities. Following is information related to the proportionate share and pension expense:

	LGERS	ROD	LEOSSA	DOSSA	Total
Proportionate share of the net pension liability (asset)	$ 13,485,215	$ (488,701)	$ -	$ -	$ 12,996,514
Proportion of the net pension liability (aesst)	0.87932%	2.54360%	n/a	n/a	n/a
Total pension liability	-	-	8,871,510	159,102	9,030,612
Pension Expense	5,648,914	17,763	1,167,310	33,102	6,867,089

At June 30, 2022, the County reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	LGERS	ROD	LEOSSA	DOSSA	Total
Deferred Outflows of Resources					
Differences between expected an actual experience	$ 4,290,131	$ 5,214	$ 606,389	$ -	$ 4,901,734
Changes of Assumptions	8,472,160	35,636	1,824,080	10,447	10,342,323
Changes in proportion and differences between contributions and proportionate share of contributions	253,676	27,720	-	-	281,396
County contributions (LGERS, ROD)/benefit payments and administrative costs (LEOSSA, DOSSA) subsequent to the measurement date	7,811,891	27,565	101,758	-	7,941,214

	LGERS	ROD	LEOSSA	DOSSA	Total
Deferred Inflows of Resources					
Differences between expected and actual experience	$ -	$ 5,927	$ 100,716	$ -	$ 106,643
Changes of assumptions	-	-	340,239	5,455	345,694
Net difference between projected and actual earnings on plan investments	19,266,322	1,501	-	-	19,267,823
Changes in proportion and differences between contributions and proportionate share of contributions	629,138	57,513	-	-	686,651

H. Other Employment Benefits

The County has elected to provide death benefits to employees through the Death Benefit Plan for members of the Local Governmental Employees' Retirement System ("Death Benefit Plan"), a multiple-employer, State-administered, cost-sharing plan funded on a one-year term cost basis. The beneficiaries of those employees who die in active service after one year of contributing membership in the System, or who die within 180 days after retirement or termination of service and have at least one year of contributing membership service in the System at the time of death are eligible for death benefits. Lump sum death benefit payments to beneficiaries are equal to the

employee's 12 highest month's salary in a row during the 24 months prior to his/her death, but the benefit will be a minimum of $25,000 and will not exceed $50,000. All death benefit payments are made from the Death Benefit Plan. The County has no liability beyond the payment of monthly contributions. Contributions are determined as a percentage of monthly payrolls, based upon rates established annually by the State. Separate rates are set for employees not engaged in law enforcement and for law enforcement officers. Because the benefit payments are made by the Death Benefit Plan and not by the County, the County does not determine the number of eligible participants.

For the fiscal year ended June 30, 2022, the County made contributions to the State for death benefits of $45,865. The County's required contributions for employees not engaged in law enforcement and for law enforcement officers represented 0.05% and 0.14%, 0.04% for Health Department employees, and 0.03% for Department of Social Services employees of covered payroll, respectively.

I. Other Post-Employment Benefits – Health Care Benefits

Plan Description

In addition to providing pension benefits, the County administers a single employer-defined benefit Healthcare Benefits Plan (the HCB Plan). As of July 1, 2015, this plan provides post-employment healthcare benefits to retirees of the County, provided they retire from active service from the North Carolina Local Governmental Employees' Retirement System (System), the North Carolina Law Enforcement Officers' Retirement System, or are in disability retirement with five years of creditable service. Retirees hired prior to January 1, 2012, receive the same benefits as active employees after a minimum of ten years of creditable service with the retirement system through disability retirement with five years of service. The HCB Plan is available to qualified retirees until the age of 65 or until Medicare eligible, whichever is sooner. The County pays the full cost of coverage for these benefits. Employees hired on or after January 1, 2012, with a minimum of 10 years of continuous service with the County or fifteen years of total creditable service with the County or who through disability retirement has at least five years of continuous creditable service with the County also have the option of purchasing, net of a County contribution, coverage for themselves at the cost consistent with active employee premiums. The Board of County Commissioners may amend the benefit provisions. A separate report was not issued for the plan.

Hire Date	Service Requirement	Benefits
Hired on or before 12/31/2011	10 years creditable service with retirement system or, If disability retirement, 5 years creditable service with retirement system	Individual health insurance at no cost to age 65. Dependent coverage offered at cost consistent with active employee premiums. Medicare Supplement at age 65+
Hired/Rehired on or after 1/1/2012 but before 7/1/2015	At least 10 years continuous creditable service with Brunswick County or 15 years of total creditable service with Brunswick County or, If disability retirement, 5 years continuous creditable service with Brunswick County	Continue individual health insurance at cost consistent with active employee premiums. Dependent coverage offered at cost consistent with active employee premiums. Medicare Supplement at age 65+, cost share based on years of service with Brunswick County: 25+ years – 100% paid by County 15 – 24 years – 75% paid by County 10 – 14 years – 50% paid by County 5 years of service (disability retirement only) - 50% paid by County
Hired/Rehired on or after 7/1/2015	At least 10 years continuous creditable service with Brunswick County or 15 years of total creditable service with Brunswick County or, If disability retirement, 5 years continuous creditable service with Brunswick County	Continue individual health insurance to age 65 at cost consistent with active employee premiums. No dependent coverage available. Health insurance for pre-65 retirees and Medicare Supplement at age 65+, cost share based on total years of service with NC Retirement System. 25+ years – premium consistent with active employees. 15 – 24 years – 75% paid by County 10 – 14 years – 50% paid by County 5 years of service (disability retirement only) - 50% paid by County

Membership of the plan consisted of the following at June 30, 2020, the date of the latest actuarial valuation:

	General Employees
Inactive empoloyees or beneficiaries currently receiving benefits	385
Inactive members entitled to but not yet receiving benefits	-
Active empoloyees	1,006
Total	1,391

Total OPEB Liability

The County's total OPEB liability of $186,539,667 was measured as of June 30, 2021, and was determined by an actuarial valuation as of June 30, 2020.

Actuarial assumptions and other inputs. The total OPEB liability in the June 30, 2020, actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement unless otherwise specified:

Inflation	2.50 percent
Real wage growth	0.75 percent
Wage inflation	3.25 percent
Salary increases	
General employees	3.25 - 8.41 percent, including inflation
Law enforcement officer	3.25 - 7.90 percent, including inflation
Municipal bond index rate	
Prior measurement date	2.21 percent
Measurement date	2.16 percent
Healthcare cost trend rates	
Pre-medicare	7.00 percent for 2020 decreasing to an ultimate rate of 4.50% by 2030
Medicare	5.25 percent for 2020 decreasing to an ultimate rate of 4.50% by 2024
Dental	4.00 percent

The discount rate used to measure the TOL was based on the Bond Buyer 20-year General Obligation Bond Index published at the last Thursday of June by The Bond Buyer, and the Municipal Bond Index Rate as of the measurement date.

Mortality rates were based on the Pub-2010 mortality tables, with adjustments for LGERS experience and generational mortality improvements using Scale MP-2019.

Changes to the Total OPEB Liability

	Total OPEB Liability
Balance at July 1, 2020	$ 177,154,561
Change for the Year	
Service cost	8,583,500
Interest	4,057,967
Changes of benefit terms	-
Differences between expected and actual experience	109,415
Changes in assumptions or other inputs	896,783
Benefit payments	(4,262,559)
Net changes	9,385,106
Balance at June 30, 2021	$ 186,539,667

The demographic actuarial assumptions for retirement, disability incidence, withdrawal, and salary increases used in the June 30, 2020 valuation were based on the results of an actuarial experience study for the period January 1, 2015 - December 31, 2019, adopted by the LGERS Board.

The remaining actuarial assumptions (e.g., initial per capita costs, health care cost trends, rate of plan participation, rates of plan election, etc.) used in the June 30, 2020, valuation were based on a review of recent plan experience done concurrently with the June 30, 2020 valuation.

Sensitivity of the total OPEB liability to changes in the discount rate. The following presents the total OPEB liability of the County, as well as what the County's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.16 percent) or 1-percentage-point higher (3.16 percent) than the current discount rate (2.16 percent):

	1% Decrease (1.16%)	Current Discount Rate (2.16%)	1% Increase (3.16%)
Total OPEB liability	$223,963,342	$ 186,539,667	$157,624,643

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates. The following presents the total OPEB liability of the County, as well as what the County's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Discount Rate	1% Increase
Total OPEB liability	$152,856,420	$ 186,539,667	$231,385,066

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2022, the County recognized OPEB expense of $14,719,024. At June 30, 2022, the County reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 93,489	$ 3,883,402
Changes of assumptions	28,183,289	6,861,675
Benefit payments and administrative costs made subsequent to the measurement date	3,458,952	-
	$ 31,735,730	$ 10,745,077

$3,458,952 reported as deferred outflows of resources related to pensions resulting from benefit payments made and administrative expenses incurred subsequent to the measurement date will be recognized as a decrease of the total OPEB liability in the year ended June 30, 2023. Other amounts reported as deferred outflows or deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:	
2023	$ 2,077,557
2024	2,077,557
2025	2,784,140
2026	4,793,394
2027	4,823,929
Thereafter	975,124

11. Landfill Closure and Post-Closure Costs

Federal and State laws and regulations provide the closure and post-closure care requirements of the County's landfills. Although closure and post-closure care costs will be paid only near or after the date that the C&D debris landfill stops accepting waste or certain portions obtain the final height, the County reports a portion of these closure and post-closure care costs as an operating expense in each period based on landfill capacity used as of the balance sheet date.

Municipal Solid Waste Landfill
The County operated a municipal solid waste landfill until December 1997 when it stopped accepting waste at the site. As required by federal and State laws and regulations, the County placed a final cover on this landfill in 1998 and is performing certain maintenance and monitoring functions at the site for thirty years after closure.

Construction and Demolition Debris Landfill
The County operates a multi-phase construction and demolition debris landfill. The North Carolina Department of Environmental Quality ("NCDEQ") has issued a life of site permit for the landfill. The final phases of the landfill, Phases 6A, 6B, and 6C, were permitted for 588,000 CY. It is estimated that approximately 88% of the total airspace for Phase 6 has been used. The total permitted capacity of the C&D debris landfill is 1,146,000 cubic yards (CY). As of June 30, 2022, the volume utilized has not exceeded the permitted capacity.

Using the results of the annual survey it is estimated that approximately 74,644 cubic yards of useable airspace remain in the C&D debris landfill. The tonnage of C&D debris received at the landfill during FY 2021-2022 increased approximately 13% from FY 2020-2021. The tonnage of C&D debris disposed in the landfill during FY 2021-2022 decreased approximately 9% from FY 2020-2021. The C&D debris disposed represents a decrease and County continues to divert a portion of the C&D debris waste stream through the MSW Transfer Station. The County diverted approximately 27% more C&D debris during FY 2021-2022 than in FY 2020-2021. It is important to note that this increase in the amount C&D debris received is not significant to the overall landfill operation.

It is anticipated that the life of the C&D debris landfill will extend to at least FY 2022-2023 based on a tonnage equal to that received in FY 2021-2022, 10% annual growth, and no diversion of C&D debris. On July 16, 2007, the County entered into an agreement for temporary hauling and disposal of C&D debris outside the County and began a sorting and recycling program as means to extend the life of the existing landfill. If temporary hauling and disposal continues, the existing landfill life may be extended.

Closure and Post-Closure Care Cost
The C&D debris landfill closure and post-closure costs have been prepared as each phase of the C&D debris landfill developed. The post-closure costs for the MSW landfill were developed at the time the MSW landfill was closed. It is important to note the MSW landfill post-closure costs will not carry forward until the C&D debris landfill closure occurs. Previously, the NC Division of Waste Management confirmed that after the C&D debris landfill closure occurs, the 30-year post-closure period will restart for the MSW and C&D debris landfill. However, the NC Division of Waste Management (DWM) confirmed this year that the MSW post-closure costs do not need to be included since the current C&D debris site is on top of the closed MSW landfill.

The closure and post-closure care liability is computed based on the cumulative, estimated capacity of the landfill utilized as of June 30, 2022, which is 88% of the total airspace and 94% of the useable

airspace. It is estimated that closure of the C&D debris landfill will occur sometime during FY 2023-2024. It should be noted that Phases 6A and 6B have reached the extent of the useable airspace allowed. The post-closure care cost for the C&D debris landfill is expected to be approximately $185,000 annually after closure. At June 30, 2022, the combined closure and post-closure care costs for both landfills are expected to total $7,831,275 based on an escalation factor of 4.1%. Of that amount, $7,831,275 has been accrued at June 30, 2022, and is included in the Long-Term Debt reported on the statement of net position.

Actual costs may be higher due to inflation, changes in technology, or changes in regulations. The County has elected to establish a reserve fund to accumulate resources for the payment of closure and post-closure care costs. A reserve for landfill closure and post-closure care costs is included in the County Capital Project Fund in the amount of $9,934,355. The County expects to budget annual transfers from the General Fund to the County Capital Reserve Fund based on the projected cost of closure and post-closure care costs. Future inflation costs are expected to be paid from the interest earnings on these annual contributions. However, if interest earnings are inadequate, additional costs may be covered by future user charges or tax revenues.

The last addition of closure costs occurred during the 2007 permitting action for the C&D debris landfill permit amendment. During this permitting action, a modified Phase 6C area was added to the C&D debris landfill closure costs. The modified Phase 6 area was associated with the final grades of Area 6C being permitted to gain additional airspace. The modified Phase 6 area has a higher closure cost per acre than the other phases. This is due to geotechnical considerations where Area 6C will tie back to existing grades of the existing C&D debris landfill.

12. Risk Management

The County is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The County participates in two self-funded risk-financing pools (Property/Liability and Worker's Compensation) administered by the North Carolina Association of County Commissioners. Through the pool, the County obtains property coverage equal to replacement cost of owned property subject to total insured values, with sub-limits on coverage for specified perils; general, auto, professional, employment practices, and law enforcement liability coverage of $2 million per occurrence, auto physical damage for owned autos at actual cash value, and crime coverage of $250,000 per occurrence. All property coverage and some liability coverages are subject to per occurrence deductibles, as selected by the County.

The Pool is audited annually by certified public accountants, and audited financial statements are available to the County upon request. The Pool is reinsured through a multi-state public entity captive for single occurrence losses in excess of $500,000. Up to $2 million limit for liability coverage. Through the captive, the Liability and Property Pool is reinsured for $2 million of annual aggregate losses in excess of $250,000 per occurrence for property, auto physical damage, and crime coverage, with additional limits of $750 million purchased through a group of commercial carriers through the multi-state public entity captive.

The County has chosen not to purchase flood insurance based on a determination that the assets located in flood-prone areas consist mainly of underground utility piping and pump stations designed for the environment. There were no significant changes to the insurance coverage from the previous year and settled claims have not exceeded limits in any line of coverage with the Pool during the past five fiscal years.

The County began participation in the Pool for Worker's Compensation beginning July 1, 2019, from being a County self-funded insurance and the County is responsible for payment of claims incurred prior to July 1, 2019. Worker's compensation insurance with the Pool provides state statutory coverage, has a $2 million dollar Employer's Liability limit, and is contracted with a third-party administrator, Sedgwick Claims Management Services, to manage cost containment.

Commercial coverage for risks associated with emergency services provided by the County is carried by VFIS of North Carolina, Inc. Brokered with Coastal Insurance, there have been no significant changes in coverage, and settled claims have not exceeded limits during the past five fiscal years.

The County is a member of the North Carolina Health Insurance Pool (NCHIP) since July 1, 2018, which is a local government risk pool for employee health benefits of cities and counties. Under NCHIP, a portion of the County's claims for employee health benefits is self-funded and a portion of the claims is pooled with other NCHIP members. NCHIP has contracted with Blue Cross and Blue Shield as a third-party administrator to adjudicate claims and manage cost containment. To safeguard against catastrophic claims, NCHIP has specific stop-loss coverage that occurs after $200,000 in claims per member. The specific stop loss is brokered through Blue Cross and Blue Shield.

The Director of Fiscal Operations, Tax Administrator, Sheriff, and Register of Deeds are each individually bonded for $250,000, $500,000, $25,000, and $10,000 respectively. In accordance with G.S. 159-29, the County adopted a system of $250,000 blanket faithful performance bonding as an alternative to individual bonds for all other employees that have access to funds.

The County carries commercial coverage for all other risks of loss, including property and liability for emergency service vehicles. There have been no significant reductions in insurance coverage from the previous year and settled claims have not exceeded coverage in any of the past three fiscal years.

13. Claims and Judgments

The County is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of management, the resolution of these matters will not have a material adverse effect on the financial condition of the County.

14. Joint Ventures

Brunswick County Community College

The County in conjunction with the State of North Carolina and the Brunswick County Board of Education participates in a joint venture to operate the Brunswick County Community College ("Community College"). Each of the three participants appoints four members of the thirteen-member board of trustees of the Community College. The president of the Community College's student government serves as an ex officio nonvoting member of the Community College's board of trustees. The Community College is included as a component unit of the State. The County has the basic responsibility for providing funding for the facilities of the Community College and also provides some financial support for the Community College's operations. In addition to providing annual appropriations for the facilities, the County periodically issues general obligation bonds to provide financing for new and restructured facilities. As of June 30, 2022, the amount of general obligation bonds issued for this purpose that was still outstanding was $681,007. The County made total debt service payments related to the bonds of $2,695,363 during the fiscal year. Of that total, $2,581,595 was

for principal and $113,768 was for interest. In addition, the County has an ongoing financial responsibility for the Community College because of the statutory responsibilities to provide funding for the Community College's facilities. The County contributed $4,444,554 to the Community College for operating and capital purposes and $188,216 to the Foundation Grant for tuition during the fiscal year ended June 30, 2022.

The participating governments do not have any equity interest in the joint venture; therefore, no equity interest has been reflected in the County's financial statements at June 30, 2022. Complete financial statements for the Brunswick County Community College may be obtained from the Community College's administrative offices at U.S. Hwy. 17 N., Supply, North Carolina.

Trillium Health Resources
The County participates with 26 other counties in Eastern North Carolina in a joint venture to operate the Trillium Health Resources ("Center"), which is located in New Hanover County. The Trillium Health Resources Board is a political subdivision of the State of North Carolina. Brunswick County contributed $250,443 for operating purposes during the year ended June 30, 2022. The participating counties do not have any equity interest in the joint venture. Complete financial statements for Trillium Health Resources may be obtained from the Center's administrative offices at 3809 Shipyard Boulevard, Wilmington, North Carolina 28403.

15. Jointly Governed Organizations

Cape Fear Council of Governments
The County, in conjunction with three other counties and forty-one municipalities, established the Cape Fear Council of Governments ("Council"). The participating governments established the Council to coordinate certain funding received from federal and State agencies. Each participating government appoints one member to the Council's governing board. The County paid membership fees of $36,334 to the Council during the fiscal year ended June 30, 2022.

Lower Cape Fear Water and Sewer Authority
The County, in conjunction with four other counties and one municipality, established the Lower Cape Fear Water and Sewer Authority ("Authority"). The Authority operates a 45 mgd raw water system, consisting of a raw water intake located above Lock & Dam #1, Cape Fear River, a 45 mgd pump station, and 13 miles of operating raw water main. The Authority is currently allowed to withdraw 96 mgd from the Cape Fear River and under construction is a parallel raw water main project that will increase capacity to no less than 96 mgd. The County appoints 4 members of the Authority's 13-member Board. The Authority supplies raw water under contracts at a rate that is periodically reset to reflect the Authority's cost of production. The Authority also receives an availability charge from a municipality until the municipality needs the raw water supply. The cost of the raw water acquired by Brunswick County from the Authority for the year ended June 30, 2022, was $1,818,301. In addition, the Authority made payments to the County during the fiscal year totaling $2,916,510 pursuant to a maintenance contract. $2,523,435 received by the County in 2022 was for the reimbursement of expenses associated with the LCFWSA Raw Water Main Repair.

Northeast Brunswick Water Reclamation Facility
The Facility is owned, operated, and maintained by the County. H2GO and the County have entered into wastewater service agreements for a portion of the treatment capacity in the plant. The Facility has a permitted treatment capacity of 2.475 mgd. The County is currently under construction of a 2.5 mgd plant expansion for additional treatment capacity due to the increased needs of the participants and is

scheduled to be complete in mid-fiscal year 2023. Each participant is charged capacity service fees based on their share of the capacity in the plant. The County's share of capacity and related debt service is funded by the retail revenue of the County's customers. The participant capacity service fees are combined with the County's retail revenue to service the debt associated with the plant. Participants are also charged treatment service fees based on the metered flow they send to the plant. The participant fees and the costs allocated to the County for their customer flow are combined so that the operating and maintenance costs of the plant are recovered by County retail revenues and participant service fees on a proportional and break-even basis. The agreement and policies and regulations provide for an oversight committee to make a budget and operating recommendations to the County Commissioners.

West Brunswick Regional Water Reclamation Facility

The Facility is owned, operated, and maintained by the County. The Town of Holden Beach, Town of Oak Island, Town of Shallotte, and the County have entered into wastewater service agreements for a portion of the 6.0 mgd treatment capacity in the plant. As part of the West Brunswick Regional Area, the Shallotte Water Reclamation Facility was acquired from the Town of Shallotte through a Sewer Service Agreement. The Shallotte Facility has a permitted treatment capacity of 0.5 mgd and effluent from the facility is sprayed on a 200-acre site adjacent to the plant. The City of Southport and The County have entered into a wastewater service agreement for the City of Southport to purchase 0.75 mgd capacity and the County will expand the West Brunswick Regional Wastewater System from 6.5 to 7.25 mgd. Each participant is charged capacity service fees based on their share of the capacity in the plant. The County's share of capacity and related debt service is funded by the retail revenue of the County's customers. The participant capacity service fees are combined with the County's retail revenue to service the debt associated with the plant. Participants are also charged treatment service fees based on the metered flow they send to the plant. The participant fees and the costs allocated to the County for their customer flow are combined so that the operating and maintenance costs of the plant are recovered by County retail revenues and participant service fees on a proportional and breakeven basis. The wastewater service agreement and policies and regulations provide for an oversight committee to make a budget and operating recommendations to the County Commissioners.

Ocean Isle Beach Water Reclamation Facility

The Facility was acquired from the Town of Ocean Isle Beach in 2012 through a Sewer Service Agreement. The Facility has a permitted treatment capacity of 1.05 mgd and effluent from the facility is sprayed on a 320-acre site adjacent to the plant. The Facility serves the Town of Ocean Isle Beach and the nearby portion of the County Sewer Service Area including Ocean Isle Palms and Ocean Ridge. The County has the transmission ability to transfer wastewater from the Ocean Isle Beach WWTP to the West Brunswick Water Reclamation Facility.

16. Benefit Payments issued by the State

Certain amounts were paid directly to individual recipients by the State from Federal and State monies. County personnel are involved with certain functions, primarily eligibility determination, that cause benefit payments to be issued by the State. This additional aid to County recipients does not appear in the basic financial statements because it does not represent revenues and expenditures of the County.

17. Commitments and Contingencies

Unemployment Benefits

The County has elected to pay the direct cost of employment security benefits in lieu of employment security taxes on the payroll. A liability for benefit payments could accrue in the year following discharge of employees.

Grants

The County has received proceeds from several federal and State grants. Periodic audits of these grants are required, and certain costs may be questioned as not being appropriate expenditures under grant agreements. Such audits could result in the refund of grant monies to the grantor agencies. At June 30, 2022, the County believes that any required refunds would be immaterial and therefore no provision has been made in the accompanying financial statements for the refund of grant money received.

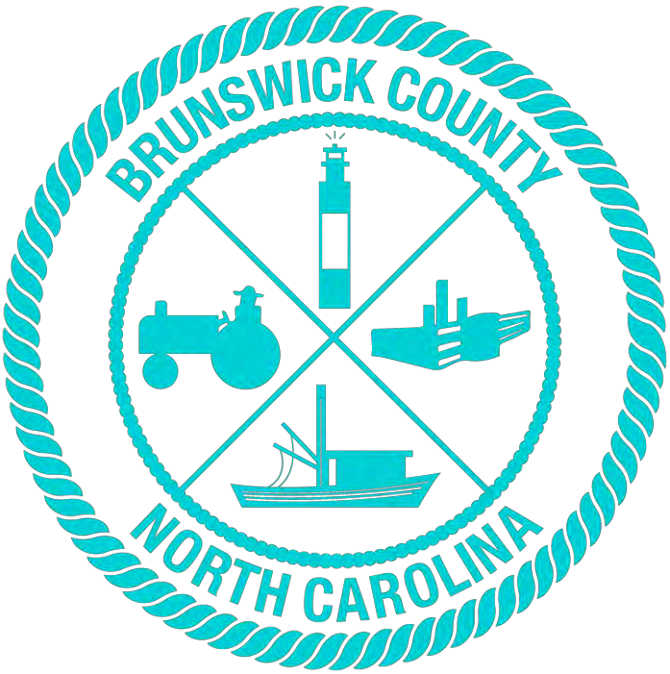
Construction Commitments

The County had commitments, as shown below, for construction contracts outstanding at June 30, 2022. The projects are accounted for in the Government Capital Projects fund and Enterprise Capital Project Funds and are mainly funded by debt proceeds:

Project	Balance of Contracts
Shallotte Transmission Waterline	$ 274,356
NW Plant Expansion and RO Treatment	2,167,503
Brunswick County Schools Referendum	1,047,582
Courthouse Addition and Expansion	169,496
Brunswick County Transfer Station	456,391
NE Brunswick Regional WRF Expansion	1,232,888
Total	$ 5,348,216

18. Change in Accounting Principle

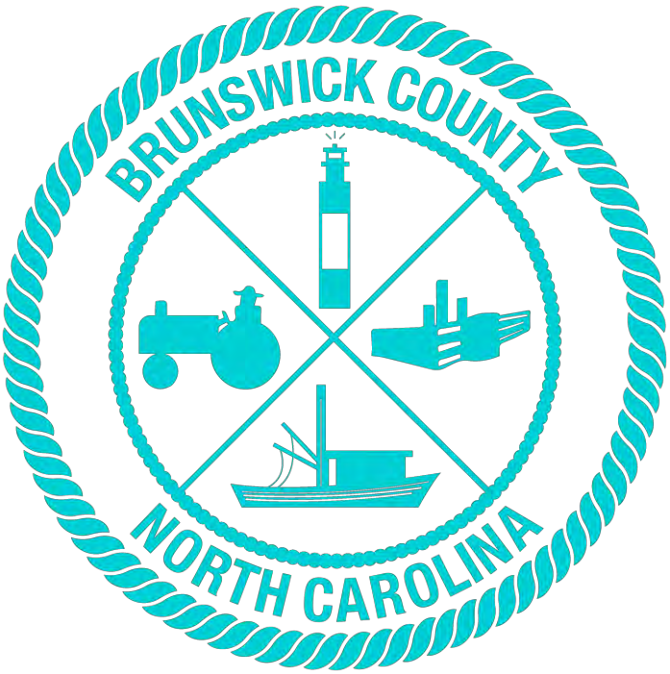
For the year ended June 30, 2022, the financial statements include the adoption of GASB Statement No. 87, Leases. The primary objective of this statement is to enhance the relevance and consistency of information about governments' leasing activities. This statement establishes a single model for lease accounting based on the principle that leases are financings of the right-to-use, an underlying asset. Under this statement, a lessee is required to recognize a lease liability and an intangible right-to-use asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources.


BRUNSWICK COUNTY
NORTH CAROLINA

REQUIRED SUPPLEMENTAL FINANCIAL DATA

This section contains additional information required by the Governmental Accounting Standards Board

- Schedule of Changes in the Total Other Post Employment Benefits Liability and Related Ratios
- Notes to the Required Schedules for the Other Post Employment Benefits
- Schedule of Proportionate Share of Net Pension Liability (Asset) for the Local Government Employee's Retirement System
- Schedule of County Contributions for the Local Government Employee's Retirement System
- Schedule of Proportionate Share of Net Pension Liability (Asset) for the Register of Deeds Supplemental Pension Fund
- Schedule of County Contributions for the Register of Deeds Supplemental Pension Fund
- Schedule of Changes in Total Pension Liability for the Law Enforcement Officers' Special Separation Allowance
- Schedule of Total Pension Liability as A Percentage of Covered Payroll for the Law Enforcement Officers' Special Separation Allowance
- Schedule of Changes in Total Pension Liability for the Detention Officers' Special Separation Allowance
- Schedule of Total Pension Liability as A Percentage of Covered Payroll for the Detention Officers' Special Separation Allowance


BRUNSWICK COUNTY
NORTH CAROLINA

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS
LAST FIVE FISCAL YEARS

	2022	2021	2020	2019	2018
Total OPEB Liability					
Service cost	$ 8,583,500	$ 6,200,725	$ 5,614,327	$ 6,394,492	$ 7,138,096
Interest	4,057,967	5,018,945	4,745,212	4,517,716	3,955,778
Changes in benefit terms	-	-	-	-	-
Differences between expected and actual experience	109,415	(572,436)	(226,626)	(7,241,517)	(23,620)
Changes of assumptions	896,783	31,089,634	8,347,568	(5,504,850)	(12,728,581)
Benefit payments	(4,262,559)	(3,529,654)	(3,007,333)	(3,159,928)	(2,570,121)
Net change in total OPEB liability	9,385,106	38,207,214	15,473,148	(4,994,087)	(4,228,448)
Total OPEB liability - beginning	177,154,561	138,947,347	123,474,199	128,468,286	132,696,734
Total OPEB liability - ending	$186,539,667	$177,154,561	$138,947,347	$123,474,199	$128,468,286
Covered employee payroll	51,030,251	51,030,251	45,375,656	45,375,656	42,403,530
Total OPEB liability as a percentage of covered employee payroll	365.55%	347.16%	306.22%	272.12%	302.97%

Notes to Schedule

Changes of assumptions: Changes of assumptions and other inputs reflect the effects of changes in the discount rate of each period. The following are the discount rates used in each period:

Fiscal Year	Rate
2022	2.16%
2021	2.21%
2020	3.50%
2019	3.89%
2018	3.56%

There are no assets accumulated in a trust that meets the criteria of GASB codification P22.101 or P52.101 to pay related benefits for the pension/OPEB plan.

Information is not available for years prior to 2018. It is intended to be shown for ten years and will be displayed as it becomes available.

COUNTY OF BRUNSWICK, NORTH CAROLINA

COUNTY OF BRUNSWICK'S PROPORTIONATE SHARE OF NET PENSION LIABILITY (ASSET) LOCAL GOVERNMENT EMPLOYEE'S RETIREMENT SYSTEM LAST NINE FISCAL YEARS*

	2022	2021	2020	2019	2018
County of Brunswick's proportion of the net pension liability (asset) (%)	0.87932%	0.87116%	0.89226%	0.82382%	0.82747%
County of Brunswick's proportion of the net pension liability (asset) ($)	$13,485,215	$31,130,257	$24,366,924	$19,543,826	$12,641,447
County of Brunswick's covered payroll	$59,531,252	$57,671,640	$56,484,415	$50,538,682	$48,814,016
County of Brunswick's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	22.65%	53.98%	43.14%	38.67%	25.90%
Plan fiduciary net position as a percentage of the total pension liability**	95.51%	88.61%	90.86%	91.63%	94.18%

* The amounts presented for each fiscal year were determined as of the prior fiscal year ending June 30.

** This will be the same percentage for all participant employers in the LGERS plan.

Information is not available for years prior to 2014. It is intended to be shown for ten years and will be displayed as it becomes available.

COUNTY OF BRUNSWICK, NORTH CAROLINA

COUNTY OF BRUNSWICK'S PROPORTIONATE SHARE
OF NET PENSION LIABILITY (ASSET)
LOCAL GOVERNMENT EMPLOYEE'S RETIREMENT SYSTEM
LAST NINE FISCAL YEARS*

	2017	2016	2015	2014
County of Brunswick's proportion of the net pension liability (asset) (%)	0.60212%	0.80306%	0.81261%	0.79000%
County of Brunswick's proportion of the net pension liability (asset) ($)	$17,390,621	$ 3,691,281	$ (4,792,336)	$ 9,522,534
County of Brunswick's covered payroll	$46,196,679	$46,166,707	$44,833,198	$40,073,387
County of Brunswick's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	37.64%	8.00%	(10.69%)	23.76%
Plan fiduciary net position as a percentage of the total pension liability**	91.47%	98.09%	102.64%	94.35%

COUNTY OF BRUNSWICK, NORTH CAROLINA

COUNTY OF BRUNSWICK'S CONTRIBUTIONS
LOCAL GOVERNMENT EMPLOYEE'S RETIREMENT SYSTEM
LAST NINE FISCAL YEARS

	2022	2021	2020	2019	2018
Contractually required contribution	$ 7,811,891	$ 6,103,000	$ 5,250,112	$ 4,473,650	$ 3,875,769
Contributions in relation to the contractually required contribution	7,811,891	6,103,000	5,250,112	4,473,650	3,875,769
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
County of Brunswick's covered payroll	$68,125,174	$59,531,252	$57,671,640	$56,484,415	$50,538,682
Contributions as a percentage of covered payroll	11.47%	10.25%	9.10%	7.92%	7.67%

Information is not available for years prior to 2014. It is intended to be shown for ten years and will be displayed as it becomes available.

COUNTY OF BRUNSWICK, NORTH CAROLINA

COUNTY OF BRUNSWICK'S CONTRIBUTIONS
LOCAL GOVERNMENT EMPLOYEE'S RETIREMENT SYSTEM
LAST NINE FISCAL YEARS

	2017	2016	2015	2014
Contractually required contribution	$ 3,630,728	$ 3,147,279	$ 3,283,782	$ 3,175,088
Contributions in relation to the contractually required contribution	3,630,728	3,147,279	3,283,782	3,175,088
Contribution deficiency (excess)	$ -	$ -	$ -	$ -
County of Brunswick's covered payroll	$48,814,016	$46,196,679	$46,166,707	$44,833,198
Contributions as a percentage of covered payroll	7.44%	6.81%	7.11%	7.08%

COUNTY OF BRUNSWICK, NORTH CAROLINA

COUNTY OF BRUNSWICK'S PROPORTIONATE SHARE OF NET PENSION LIABILITY (ASSET) REGISTER OF DEEDS SUPPLEMENTAL PENSION FUND LAST NINE FISCAL YEARS*

	2022	2021	2020	2019	2018
County of Brunswick's proportion of the net pension liability (asset) (%)	2.54360%	2.28053%	1.93967%	2.51207%	2.18960%
County of Brunswick's proportion of the net pension liability (asset) ($)	$ (488,701)	$ (522,652)	$ (382,930)	$ (416,074)	$ (373,743)
County of Brunswick's covered payroll	$ 103,447	$ 100,079	$ 96,448	$ 91,812	$ 88,835
County of Brunswick's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	(4 72.42%)	(5 22.24%)	(3 97.03%)	(4 53.18%)	(4 20.72%)
Plan fiduciary net position as a percentage of the total pension liability	156.53%	173.62%	164.11%	153.31%	153.77%

* The amounts presented for each fiscal year were determined as of the prior fiscal year ending June 30.

Information is not available for years prior to 2014. It is intended to be shown for ten years and will be displayed as it becomes available.

COUNTY OF BRUNSWICK, NORTH CAROLINA

COUNTY OF BRUNSWICK'S PROPORTIONATE SHARE OF NET PENSION LIABILITY (ASSET) REGISTER OF DEEDS SUPPLEMENTAL PENSION FUND LAST NINE FISCAL YEARS*

	2017	2016	2015	2014
County of Brunswick's proportion of the net pension liability (asset) (%)	1.93860%	2.10041%	2.09977%	1.99812%
County of Brunswick's proportion of the net pension liability (asset) ($)	$ (362,452)	$ (486,760)	$ (475,927)	$ (426,798)
County of Brunswick's covered payroll	$ 85,010	$ 83,940	$ 81,101	$ 79,254
County of Brunswick's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	(4 26.36%)	(5 79.89%)	(5 86.83%)	(5 38.52%)
Plan fiduciary net position as a percentage of the total pension liability	160.17%	197.29%	193.88%	190.50%

COUNTY OF BRUNSWICK, NORTH CAROLINA

COUNTY OF BRUNSWICK'S CONTRIBUTIONS
REGISTER OF DEEDS SUPPLEMENTAL PENSION FUND
LAST NINE FISCAL YEARS

	2022	2021	2020	2019	2018
Contractually required contribution	$ 27,565	$ 30,527	$ 21,836	$ 18,436	$ 19,867
Contributions in relation to the contractually required contribution	27,565	30,527	21,836	18,436	19,867
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
County of Brunswick's covered payroll	$ 115,874	$ 103,447	$ 100,079	$ 96,448	$ 91,812
Contributions as a percentage of covered payroll	23.79%	29.51%	21.82%	19.11%	21.64%

Information is not available for years prior to 2014. It is intended to be shown for ten years and will be displayed as it becomes available.

COUNTY OF BRUNSWICK, NORTH CAROLINA

COUNTY OF BRUNSWICK'S CONTRIBUTIONS
REGISTER OF DEEDS SUPPLEMENTAL PENSION FUND
LAST NINE FISCAL YEARS

	2017	2016	2015	2014
Contractually required contribution	$ 19,024	$ 17,468	$ 16,807	$ 17,144
Contributions in relation to the contractually required contribution	19,024	17,468	16,807	17,144
Contribution deficiency (excess)	$ -	$ -	$ -	$ -
County of Brunswick's covered payroll	$ 88,835	$ 85,010	$ 83,940	$ 81,101
Contributions as a percentage of covered payroll	21.41%	20.55%	20.02%	21.14%

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF CHANGES IN TOTAL PENSION LIABILITY
LAW ENFORCEMENT OFFICERS' SPECIAL SEPARATION ALLOWANCE
LAST SIX FISCAL YEARS

	2022	2021	2020	2019	2018
Beginning Balance	$ 8,339,592	$ 5,793,388	$ 4,716,034	$ 4,424,953	$ 3,807,449
Service Cost	537,017	330,014	329,165	309,697	245,841
Interest on the total pension liability	159,051	185,870	169,223	138,041	145,866
Changes of benefit terms	-	-	-	-	-
Differences between expected and actual experience in the measurement of the total pension liability	312,819	(126,134)	497,284	188,974	(56,959)
Changes of assumptions or other inputs	(279,730)	2,340,181	215,772	(232,522)	339,847
Benefit payments	(197,239)	(183,727)	(134,090)	(113,109)	(57,091)
Other changes	-	-	-	-	-
Ending balance of the total pension liability	$ 8,871,510	$ 8,339,592	$ 5,793,388	$ 4,716,034	$ 4,424,953

The amounts presented for each fiscal year were determined as of the prior December 31.

Information is not available for years prior to 2017. It is intended to be shown for ten years and will be displayed as it becomes available.

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF CHANGES IN TOTAL PENSION LIABILITY
LAW ENFORCEMENT OFFICERS' SPECIAL SEPARATION ALLOWANCE
LAST SIX FISCAL YEARS

	2017
Beginning Balance	$ 3,583,212
Service Cost	265,075
Interest on the total pension liability	126,977
Changes of benefit terms	-
Differences between expected and actual experience in the measurement of the total pension liability	-
Changes of assumptions or other inputs	(114,970)
Benefit payments	(52,845)
Other changes	-
Ending balance of the total pension liability	$ 3,807,449

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF TOTAL PENSION LIABILITY AS A PERCENTAGE OF COVERED EMPLOYEE PAYROLL
LAW ENFORCEMENT OFFICERS' SPECIAL SEPARATION ALLOWANCE
LAST SIX FISCAL YEARS

	2022	2021	2020	2019	2018
Total pension liability	$ 8,871,510	$ 8,339,592	$ 5,793,388	$ 4,716,034	$ 4,424,953
Covered-employee payroll	11,957,518	11,215,298	11,968,501	10,139,455	9,559,174
Total pension liability as a percentage of covered employee payroll	74.19%	74.36%	48.41%	46.51%	46.29%

Note to the schedules:

Brunswick County has no assets accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement 73 to pay related benefits.

Information is not available for years prior to 2017. It is intended to be shown for ten years and will be displayed as it becomes available.

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF TOTAL PENSION LIABILITY AS A PERCENTAGE OF COVERED EMPLOYEE PAYROLL
LAW ENFORCEMENT OFFICERS' SPECIAL SEPARATION ALLOWANCE
LAST SIX FISCAL YEARS

	2017
Total pension liability	$ 3,807,449
Covered-employee payroll	9,791,266
Total pension liability as a percentage of covered employee payroll	38.89%

Note to the schedules:

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF CHANGES IN TOTAL PENSION LIABILITY
DETENTION OFFICERS' SPECIAL SEPARATION ALLOWANCE
LAST TWO FISCAL YEARS

	2022	2021
Beginning Balance	$ 143,652	$ -
Service Cost	20,494	114,024
Interest on the total pension liability	2,772	3,229
Changes of benefit terms	-	-
Differences between expected and actual experience in the measurement of the total pension liability	-	-
Changes of assumptions or other inputs	(7,816)	26,399
Benefit payments	-	-
Other changes	-	-
Ending balance of the total pension liability	$ 159,102	$ 143,652

The amounts presented for each fiscal year were determined as of the prior December 31.

The program was approved as of July 1, 2020. It is intended to be shown for ten years and will be displayed as it becomes available.

COUNTY OF BRUNSWICK, NORTH CAROLINA

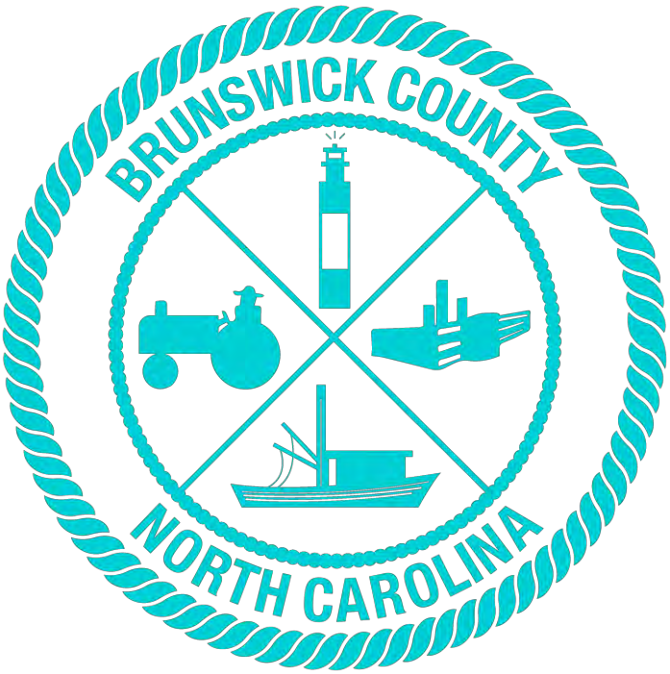
SCHEDULE OF TOTAL PENSION LIABILITY AS A PERCENTAGE OF COVERED EMPLOYEE PAYROLL
DETENTION OFFICERS' SPECIAL SEPARATION ALLOWANCE
LAST TWO FISCAL YEARS

	2022	2021
Total pension liability	$ 159,102	$ 143,652
Covered-employee payroll	2,470,944	2,470,944
Total pension liability as a percentage of covered employee payroll	6.44%	5.81%

Note to the schedules:

Brunswick County has no assets accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement 73 to pay related benefits.

The program was approved as of July 1, 2020. It is intended to be shown for ten years and will be displayed as it becomes available.


BRUNSWICK COUNTY
NORTH CAROLINA

MAJOR GOVERNMENTAL FUNDS

GENERAL FUND

This fund is the principal fund of the County and is used to account for the receipt and expenditure of resources that are traditionally associated with local government and that are not required to be accounted for in other funds.

COUNTY CAPITAL PROJECTS FUND

This fund is used to account for additions and improvements of major county facilities which are financed by transfers from the general fund and capital reserve funds, bond proceeds, and financing agreements.

EDUCATION CAPITAL PROJECTS FUND

This fund is used to account for the additions and improvements to Brunswick County Public Schools and Brunswick Community College which are financed by transfers from the general fund and capital reserve funds, bond proceeds, and financing agreements.

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
Revenues:				
Ad Valorem Taxes:				
Current year taxes		$ 152,052,498		$ 145,794,285
Prior year taxes		1,944,149		3,366,220
Penalties and interest		834,881		1,082,975
	$ 150,878,878	154,831,528	$ 3,952,650	150,243,480
Local Option Sales Taxes:				
Article 39 and 44 (1%)		17,874,114		14,963,939
Article 40 (1/2%)		11,116,379		10,047,866
Article 42 (1/2%)		11,779,344		10,074,104
	34,603,239	40,769,837	6,166,598	35,085,909
Other Taxes and Licenses:				
Scrap tire disposal fee		287,199		150,464
Deed stamp excise tax		9,023,200		7,909,198
Solid waste tax		66,697		68,361
White goods disposal tax		92,452		56,098
1% Occupancy Tax		2,795,875		2,337,074
	9,725,181	12,265,423	2,540,242	10,521,195
Unrestricted Intergovernmental:				
Medicaid hold harmless		6,154,520		6,238,454
Beer and wine tax		263,838		300,219
Jail fees		468,045		539,398
	6,698,243	6,886,403	188,160	7,078,071
Restricted Intergovernmental:				
State and federal grant		19,315,219		21,297,334
State aid to libraries		147,378		152,730
CARES Act		-		54,603
State cost reimbursement		65,280		-
Court facility fees		141,142		121,970
Payments in lieu of taxes		4,428		6,050
ABC education requirement		2,556		2,154
ABC law enforcement services		20,295		13,043
State drug tax		34,649		52,616
	20,311,408	19,730,947	(580,461)	21,700,500
Permits and Fees:				
Building inspections and permits		5,257,996		3,973,907
Recording fees		1,153,810		1,300,198

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
Permit and Fees (continued):				
Fire inspection fees		209,530		218,774
Concealed handgun permit		274,790		382,794
Other permit and fees		1,083,861		906,219
	5,782,521	7,979,987	2,197,466	6,781,892
Sales and Services:				
Solid waste fees		4,165,012		3,477,371
School resource officer reimbursement		1,665,840		1,570,071
Rents		15,152		13,930
EMS Charges		5,872,329		5,195,662
Public health user fees		1,544,474		1,368,638
Sheriff animal protective services fees		105,851		93,282
Social services fees		39,855		59,288
Public housing fees		2,507		3,077
Tax collection fees		351,872		318,152
Other sales and services		2,431,316		2,098,204
Register of deeds		438,241		428,066
Marriage licenses		55,517		56,841
Recreation services		256,710		89,183
	14,941,485	16,944,676	2,003,191	14,771,765
Investment earnings	100,275	137,394	37,119	80,630
Other:				
ABC bottles taxes		87,091		81,640
County Board of Alcohol Control		30,000		30,000
Contributions		96,994		116,784
Other revenues		2,773,704		3,938,919
	2,550,164	2,987,789	437,625	4,167,343
Total revenues	245,591,394	262,533,984	16,942,590	250,430,785

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
Expenditures:				
General Government:				
Governing Body:				
Salaries		226,526		189,464
Fringe benefits		63,246		55,331
Operating costs		38,641		32,707
	366,868	328,413	38,455	277,502
County Administration:				
Salaries		657,498		669,217
Fringe benefits		197,057		199,287
Operating costs		26,771		46,021
Capital outlay		9,409		-
	1,038,963	890,735	148,228	914,525
Human Resources:				
Salaries		354,772		339,421
Fringe benefits		121,373		120,060
Operating costs		3,298		4,876
	515,737	479,443	36,294	464,357
Communications:				
Salaries		91,386		-
Fringe benefits		31,789		-
Operating costs		22,884		-
	252,021	146,059	105,962	-
Finance:				
Salaries		967,346		903,580
Fringe benefits		350,077		305,634
Operating costs		510,054		449,470
Capital outlay		65,732		-
	2,002,121	1,893,209	108,912	1,658,684
Tax Administration:				
Salaries		2,539,173		2,448,067
Fringe benefits		1,013,514		965,052
Operating costs		924,304		875,946
Capital outlay		39,472		-
	5,139,612	4,516,463	623,149	4,289,065

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
County Attorney:				
Salaries		411,572		416,647
Fringe benefits		127,173		127,666
Operating costs		61,642		52,168
Capital outlay		2,617		-
	724,044	603,004	121,040	596,481
Court Facilities:				
Operating costs		208,166		177,361
	274,936	208,166	66,770	177,361
Board of Elections:				
Salaries		675,670		864,924
Fringe benefits		141,208		148,583
Operating costs		198,551		359,566
Capital outlay		15,540		-
	1,168,727	1,030,969	137,758	1,373,073
Register of Deeds:				
Salaries		670,112		654,767
Fringe benefits		301,247		293,209
Operating costs		4,861,355		4,347,293
Capital outlay		5,973		29,454
	6,036,141	5,838,687	197,454	5,324,723
Contingency:				
Operating costs	538,000	-	538,000	-
Total general government	18,057,170	15,935,148	2,122,022	15,075,771
Central Services:				
Information Technology:				
Salaries		1,182,596		1,163,698
Fringe benefits		409,927		399,503
Operating costs		939,473		1,111,739
Capital outlay		5,332		96,271
	3,659,148	2,537,328	1,121,820	2,771,211

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
Fleet Services:				
Salaries		702,677		684,393
Fringe benefits		283,355		270,912
Operating costs		449,990		334,222
Capital outlay		110,309		86,736
	1,973,731	1,546,331	427,400	1,376,263
Engineering:				
Salaries		491,016		463,069
Fringe benefits		169,256		157,068
Operating costs		45,267		162,185
Capital outlay		10,366		-
	751,076	715,905	35,171	782,322
Operation Services:				
Salaries		2,288,052		2,238,716
Fringe benefits		998,076		966,100
Operating costs		3,298,612		3,090,250
Capital outlay		406,599		226,280
	7,585,653	6,991,339	594,314	6,521,346
Non-departmental:				
Fringe benefits		5,793,104		5,696,954
Operating costs		174,977		294,482
	6,838,103	5,968,081	870,022	5,991,436
Total central services	20,807,711	17,758,984	3,048,727	17,442,578
Public Safety:				
District Attorney:				
Operating costs		27,520		20,886
	53,000	27,520	25,480	20,886
Sheriff:				
Salaries		12,060,061		11,010,834
Fringe benefits		4,418,477		3,988,151
Operating costs		3,342,044		2,928,027
Capital outlay		1,383,854		1,173,204
	22,386,787	21,204,436	1,182,351	19,100,216

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
Detention Center:				
Salaries		5,270,161		4,774,415
Fringe benefits		2,062,080		1,855,402
Operating costs		3,359,573		2,709,348
Capital outlay		164,458		107,353
	11,431,698	10,856,272	575,426	9,446,518
Emergency Medical:				
Salaries		6,608,706		6,400,504
Fringe benefits		2,349,172		2,228,571
Operating costs		2,243,679		2,083,217
Capital outlay		715,306		262,034
	15,297,914	11,916,863	3,381,051	10,974,326
Emergency Management:				
Salaries		291,792		266,941
Fringe benefits		86,698		84,156
Operating costs		396,323		488,770
Capital outlay		23,467		5,334
	1,096,402	798,280	298,122	845,201
Other Agencies:				
Fire districts		60,000		60,000
Rescue Squads		340,800		322,800
	700,800	400,800	300,000	382,800
Building Inspections and Central Permitting				
Salaries		2,206,890		1,760,876
Fringe benefits		781,494		619,581
Operating costs		387,538		128,360
Capital outlay		216,056		59,991
	4,140,453	3,591,978	548,475	2,568,808
Fire Inspections				
Salaries		413,180		379,345
Fringe benefits		129,184		116,578
Operating costs		72,970		61,437
Capital outlay		11,623		36,267
	652,104	626,957	25,147	593,627
Central Communications:				
Salaries		1,814,078		1,768,119
Fringe benefits		684,836		686,836
Operating costs		392,989		446,376
Capital outlay		470,228		194,830
	5,107,263	3,362,131	1,745,132	3,096,161

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
Animal Protective Services:				
Salaries		628,304		611,377
Fringe benefits		250,237		241,044
Operating costs		298,624		217,740
Capital outlay		51,470		33,253
	1,362,022	1,228,635	133,387	1,103,414
Total public safety	62,228,443	54,013,872	8,214,571	48,131,957
Transportation:				
Cape Fear Regional Jetport		111,000		111,000
Odell Williamson Municipal Airport		50,000		27,500
Brunswick Transit System		245,881		-
Total transportation	406,881	406,881	-	138,500
Environmental Protection:				
Solid Waste:				
Salaries		404,290		359,300
Fringe benefits		160,269		148,002
Operating costs		18,805,605		18,527,744
Capital outlay		35,247		224,830
	19,631,142	19,405,411	225,731	19,259,876
Other:				
Forestry services	270,109	198,260	71,849	245,902
Total environmental protection	19,901,251	19,603,671	297,580	19,505,778
Economic Development:				
Community Enforcement:				
Salaries		187,563		150,565
Fringe benefits		78,922		60,950
Operating costs		14,467		13,338
Capital outlay		27,243		-
	311,010	308,195	2,815	224,853

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
Planning:				
Salaries		495,691		483,307
Fringe benefits		173,170		175,107
Operating costs		249,772		260,491
Capital outlay		3,569		-
	1,109,665	922,202	187,463	918,905
Cooperative Extension:				
Salaries		301,618		300,897
Fringe benefits		119,395		125,904
Operating costs		125,413		170,679
Capital outlay		23,935		7,571
	770,646	570,361	200,285	605,051
Soil and Water Conservation:				
Salaries		155,504		177,544
Fringe benefits		63,227		65,779
Operating costs		13,233		12,296
Capital outlay		29,136		-
	265,888	261,100	4,788	255,619
Public Housing Section 8:				
Salaries		180,299		156,687
Fringe benefits		77,062		63,454
Operating costs		2,092,475		2,043,166
Capital outlay		8,047		-
	2,471,654	2,357,883	113,771	2,263,307
1% Occupancy Tax:				
Operating costs	3,100,000	2,795,875	304,125	2,337,073
Other Economic Development:				
Contracted services		139,466		23,325
Lockwood Folly & Shallotte Dredging		356,879		494,343
Brunswick Business and Industry Development		575,000		425,000
Access road economic development project		400,000		-
	3,085,058	1,471,345	1,613,713	942,668
Total economic development	11,113,921	8,686,961	2,426,960	7,547,476

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
Human Services:				
Health:				
Administration:				
Salaries		2,250,481		2,128,499
Fringe benefits		1,290,956		1,306,112
Operating costs		335,596		279,939
Capital outlay		379,682		25,527
	4,976,007	4,256,715	719,292	3,740,077
Communicable Diseases:				
Operating costs	627,515	306,474	321,041	367,227
Adult Health Maintenance:				
Operating costs		133,729		1,032,759
	272,800	133,729	139,071	1,032,759
Senior Health:				
Salaries		53,086		39,807
Fringe benefits		21,446		14,875
Operating costs		1,037		1,754
	79,606	75,569	4,037	56,436
Maternal and Child Health:				
Salaries		386,799		352,333
Fringe benefits		166,662		151,954
Operating costs		474,223		444,365
	1,193,306	1,027,684	165,622	948,652
Environmental Health:				
Salaries		1,336,553		1,285,709
Fringe benefits		483,411		460,867
Operating costs		883,718		969,738
Capital outlay		16,953		244,218
	3,472,570	2,720,635	751,935	2,960,532
Total health	10,621,804	8,520,806	2,100,998	9,105,683
Veterans' Services:				
Salaries		156,248		141,152
Fringe benefits		61,994		57,800
Operating costs		37,306		14,468
Total veterans' services	261,405	255,548	5,857	213,420

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
Social Services:				
Administration:				
Salaries		7,815,433		7,236,249
Fringe benefits		3,729,828		3,478,156
Operating costs		4,014,920		3,081,107
Capital outlay		129,513		83,343
	17,727,987	15,689,694	2,038,293	13,878,855
Other Operating Costs:				
Medical assistance		3,478		5,630
Aid to the blind		3,549		4,100
Adoption assistance		188,043		169,448
Foster care		655,847		592,306
State foster home		638,272		724,210
Special assistance		266,415		295,623
Day care		1,539		4,207
Special child adoption assistance		11,114		5,959
	2,194,908	1,768,257	426,651	1,801,483
Total social services	19,922,895	17,457,951	2,464,944	15,680,338
Other Human Services:				
Trillium Health Resources		250,443		250,443
Brunswick Senior Resources, Inc.		2,888,852		2,713,739
Other human services		179,360		211,238
	3,318,656	3,318,655	1	3,175,420
Total human services	34,124,760	29,552,960	4,571,800	28,174,861
Education:				
Public schools		47,523,253		46,096,535
Public schools - capital outlay		996,991		967,060
Public schools - fines and forfeitures		315,588		299,765
Community college		4,276,270		4,354,069
Community college - capital outlay		356,500		295,343
Total education	53,630,387	53,468,602	161,785	52,012,772

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
Culture and Recreation:				
Parks and Recreation:				
Administration:				
Salaries		683,634		571,044
Fringe benefits		216,912		190,075
Operating costs		629,986		380,468
Capital outlay		62,589		168,930
	1,794,485	1,593,121	201,364	1,310,517
Maintenance:				
Salaries		746,974		684,841
Fringe benefits		311,593		286,792
Operating costs		632,719		367,738
Capital outlay		70,505		66,054
	1,904,404	1,761,791	142,613	1,405,425
Total Parks and Recreation	3,698,889	3,354,912	343,977	2,715,942
Brunswick County Library:				
Salaries		769,375		777,644
Fringe benefits		321,721		322,420
Operating costs		211,152		213,176
Capital outlay		12,387		-
	1,482,250	1,314,635	167,615	1,313,240
Total culture and recreation	5,181,139	4,669,547	511,592	4,029,182
Debt Service:				
Principal retirement	11,321,740	11,321,729	11	12,305,000
Interest and fees	5,067,833	5,057,723	10,110	3,240,524
Total debt service	16,389,573	16,379,452	10,121	15,545,524
Total expenditures	241,841,236	220,476,078	21,365,158	207,604,399
Revenues over (under) expenditures	3,750,158	42,057,906	38,307,748	42,826,386

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
Other Financing Sources (Uses):				
Lease liabilities issued	775,941	775,921	(20)	-
Issuance of long-term debt	11,215,000	11,215,000	-	-
Payment to escrow agent for refunded debt	(10,935,000)	(10,935,000)	-	-
	1,055,941	1,055,921	(20)	-
Transfers From Other Funds:				
Transfer from special revenue fund	10,000,000	10,000,000	-	-
Transfers To Other Funds:				
Transfer to county capital project fund	(24,238,843)	(24,238,843)	-	(10,000,000)
Transfer to grant project funds	-	-	-	(300,000)
Transfer to emergency telephone system fund	(5,280)	(5,280)	-	(145,288)
Transfer to school capital project funds	(10,393,810)	(10,393,810)	-	(8,731,926)
	(34,637,933)	(34,637,933)	-	(19,177,214)
Budgetary Financing Sources (Uses):				
Appropriated fund balance	19,831,834	-	(19,831,834)	-
Total other financing sources (uses)	(3,750,158)	(23,582,012)	(19,831,854)	(19,177,214)
Net change in fund balance	$ -	18,475,894	$ 18,475,894	23,649,172
Fund balance, beginning of year		121,194,469		97,026,999
Restated		-		518,298
Fund balance, beginning, as restated		121,194,469		97,545,297
Fund balance, end of year		$ 139,670,363		$ 121,194,469

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET TO ACTUAL - COUNTY CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2022

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted Intergovernmental:				
NC Department of Transportation	$ 29,420,192	$ 22,135,399	$ 3,425,624	$ 25,561,023
CARES Act	151,000	92,000	-	92,000
NC Parks & Recreation Trust Fund	300,000	300,000	-	300,000
	29,871,192	22,527,399	3,425,624	25,953,023
Investment earnings	841,170	852,789	46,766	899,555
Other:				
Performance bonds	290,876	290,876	-	290,876
Other revenues	350,000	349,240	-	349,240
	640,876	640,116	-	640,116
Total revenues	31,353,238	24,020,304	3,472,390	27,492,694
Expenditures:				
Capital Improvements:				
General Government:				
Courthouse Addition Renovation	15,372,366	11,338,650	2,967,023	14,305,673
Future capital projects	30,000,000	-	-	-
	45,372,366	11,338,650	2,967,023	14,305,673
Environmental protection:				
Landfill Transfer Station	5,727,000	282,024	1,615,685	1,897,709
Future capital projects	9,961,735	-	-	-
	15,688,735	282,024	1,615,685	1,897,709
Economic Development:				
Boiling Spring Lakes	3,000,000	-	-	-
Springlake at Maritime Shores	274,585	-	-	-
	3,274,585	-	-	-
Cultural and recreation:				
Ocean Isle Beach Park improvements	5,805,569	5,805,568	-	5,805,568
Smithville Park improvements	6,189,666	5,979,162	110,757	6,089,919
Brunswick Waterway Park improvements	201,210	201,210	-	201,210
Waccamaw Multiuse Building	355,800	242,369	8,003	250,372
Smithville Park Improvements Phase III	500,000	-	17,000	17,000
	13,052,245	12,228,309	135,760	12,364,069
Transportation:				
Airport improvements	30,744,760	22,994,173	3,459,172	26,453,345

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET TO ACTUAL - COUNTY CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2022

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Other:				
Future capital projects	505,004	-	-	-
Total expenditures	108,637,695	46,843,156	8,177,640	55,020,796
Revenues over (under) expenditures	(77,284,457)	(22,822,852)	(4,705,250)	(27,528,102)
Other Financing Sources (Uses):				
Appropriated fund balance	4,805,618	-	-	-
Transfer from general fund	76,772,723	52,233,884	24,238,843	76,472,727
Transfer to general fund	(4,293,884)	(4,293,884)	-	(4,293,884)
Total other financing sources (uses)	77,284,457	47,940,000	24,238,843	72,178,843
Net change in fund balance	$ -	$ 25,117,148	19,533,593	$ 44,650,741
Fund balance, beginning of year			29,941,626	
Fund balance, end of year			$ 49,475,219	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET TO ACTUAL - EDUCATION CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2022

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
NC Public Education Lottery	$ 7,082,039	$ 7,092,797	$ -	$ 7,092,797
Investment earnings	-	411,032	21,715	432,747
Investment earnings-debt proceeds	-	1,295,276	23,196	1,318,472
Total revenues	7,082,039	8,799,105	44,911	8,844,016
Expenditures:				
Brunswick County Schools	197,928,835	144,838,548	15,571,419	160,409,967
Brunswick Community College	2,304,445	2,004,940	299,505	2,304,445
Total expenditures	200,233,280	146,843,488	15,870,924	162,714,412
Revenues over (under) expenditures	(193,151,241)	(138,044,383)	(15,826,013)	(153,870,396)
Other Financing Sources (Uses):				
Transfer from general fund	86,413,625	75,830,108	10,393,810	86,223,918
Transfer to general fund	(314,013)	(314,013)	-	(314,013)
Premium on bonds issued	8,749,216	8,749,217	-	8,749,217
Debt financing issued	91,750,000	91,750,000	-	91,750,000
Appropriated fund balance	6,552,413	-	-	-
Total other financing sources (uses)	193,151,241	176,015,312	10,393,810	186,409,122
Net change in fund balance	$ -	$ 37,970,929	(5,432,203)	$ 32,538,726
Fund balance, beginning of year			44,523,344	
Fund balance, end of year			$ 39,091,141	

NON-MAJOR GOVERNMENTAL FUNDS

EMERGENCY TELEPHONE SYSTEM FUND

This fund accounts for the 911 revenues received by the State 911 Board to enhance the State's 911 system.

GRANT PROJECT FUND

This fund accounts for Grant funds received for certain economic development and public safety projects.

REGISTER OF DEEDS TECHNOLOGY ENHANCEMENT FUND

This fund accounts for the fees collected by the Register of Deeds that North Carolina law requires be set aside and placed in a non-reverting automation enhancement and preservation fund.

AMERICAN RESCUE PLAN ACT FUND

This fund accounts for funds received for COVID-19 relief and economic recovery.

NATIONAL OPIOID SETTLEMENT FUND

This fund accounts for funds received for opioid remediation activities.

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
JUNE 30, 2022

	Emergency Telephone System Fund	Grant Project	ROD-Technology Enhancement Fund	American Rescue Plan Act Fund	National Opioid Settlement Fund	Total
Assets:						
Cash and cash equivalents	$ 1,488,819	$ -	$ 1,153,258	$ -	$ -	$ 2,642,077
Restricted cash and cash equivalents/investments	-	-	-	15,204,904	522,875	15,727,779
Interest receivable	469	-	309	-	-	778
Other governmental agencies	34,072	63,035	-	-	-	97,107
Total assets	$ 1,523,360	$ 63,035	$ 1,153,567	$15,204,904	$ 522,875	$18,467,741
Liabilities:						
Accounts payable and other liabilities	9,974	32,508	38,471	-	-	80,953
Due to other funds	-	30,527	-	-	-	30,527
Unearned revenue	-	-	-	15,204,904	522,875	15,727,779
Total liabilities	9,974	63,035	38,471	15,204,904	522,875	15,839,259
Fund Balance:						
Stabilization by State Statute	34,541	63,035	309	-	-	97,885
Restricted - other	1,478,845	-	1,114,787	-	-	2,593,632
Unassigned	-	(63,035)	-	-	-	(63,035)
Total fund balances	1,513,386	-	1,115,096	-	-	2,628,482
Total liabilities, deferred inflow of resources and fund balances	$ 1,523,360	$ 63,035	$ 1,153,567	$15,204,904	$ 522,875	$18,467,741

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS FOR THE YEAR ENDED JUNE 30, 2022

	Emergency Telephone System Fund	Grant Project	ROD-Technology Enhancement Fund	American Rescue Plan Act Fund	National Opioid Settlement Fund	Total
Revenues:						
Restricted intergovernmental	$ 408,866	$ 791,405	$ 2,000	$12,536,208	$ -	$13,738,479
Permits and fees	-	-	239,243	-	-	239,243
Investment earnings	1,549	-	1,121	-	-	2,670
Total revenues	410,415	791,405	242,364	12,536,208	-	13,980,392
Expenditures:						
General government	-	428,186	160,864	39,677	-	628,727
Public safety	679,875	-	-	-	-	679,875
Human Services	-	-	-	2,369,543	-	2,369,543
Environmental protection	-	363,219	-	-	-	363,219
Total expenditures	679,875	791,405	160,864	2,409,220	-	4,041,364
Revenues over (under) expenditures	(269,460)	-	81,500	10,126,988	-	9,939,028
Other Financing Sources:						
Transfers from general fund	5,280	-	-	-	-	5,280
Transfers to general fund	-	-	-	(10,000,000)	-	(10,000,000)
Transfers to wastewater fund	-	-	-	(126,988)	-	(126,988)
Total other financing sources (uses)	5,280	-	-	(10,126,988)	-	(10,121,708)
Net change in fund balances	(264,180)	-	81,500	-	-	(182,680)
Fund balance, beginning of year	1,777,566	-	1,033,596	-	-	2,811,162
Fund balance, end of year	$ 1,513,386	$ -	$ 1,115,096	$ -	$ -	$ 2,628,482

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - EMERGENCY TELEPHONE SYSTEM FUND FOR THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
Revenues:				
Restricted intergovernmental	$ 408,865	$ 408,866	$ 1	$ 799,291
Investment earnings	-	1,549	1,549	1,295
Total revenues	408,865	410,415	1,550	800,586
Expenditures:				
Telephone and furniture	308,657	151,397	157,260	263,596
Computer software	297,563	212,452	85,111	27,320
Computer hardware	1,008,697	131,736	876,961	71,332
Staff training	11,000	3,644	7,356	2,151
Implemental functions	30,238	30,238	-	23,623
Capital Outlay	150,408	150,408	-	168,292
Total expenditures	1,806,563	679,875	1,126,688	556,314
Revenues over (under) expenditures	(1,397,698)	(269,460)	1,128,238	244,272
Other Financing Sources (Uses):				
Transfers from general fund	5,280	5,280	-	145,288
Appropriated fund balance	1,392,418	-	(1,392,418)	-
Total other financing sources (uses)	1,397,698	5,280	(1,392,418)	145,288
Net change in fund balance	$ -	(264,180)	$ (264,180)	389,560
Fund balance, beginning of year		1,777,566		1,388,006
Fund balance, end of year		$ 1,513,386		$ 1,777,566

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET TO ACTUAL - GRANT PROJECT FUND
FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2022

		Actual		
	Project Authorization	Prior Years	Current Year	Total to Date
Revenues:				
Restricted Intergovernmental:				
SAMHSA FY 19-24	$ 1,600,000	$ 947,011	$ 428,186	$ 1,375,197
HMPG-5 Residential Properties	1,380,527	259,531	-	259,531
Building Reuse Program	1,000,000	700,000	-	700,000
USDA Dept. of Agriculture Watershed Grant	696,443	50,506	273,249	323,755
NC Dept. of Agriculture Watershed Grant	147,344	8,324	89,970	98,294
Total revenues	4,824,314	1,965,372	791,405	2,756,777
Expenditures:				
SAMHSA FY 19-24	1,600,000	947,011	428,186	1,375,197
HMPG-5 Residential Properties	1,380,527	259,531	-	259,531
Pacon Manufacturing Incentive and Reuse	1,300,000	1,000,000	-	1,000,000
Watershed Grant Round 1	419,109	24,315	178,611	202,926
Watershed Grant Round 2	381,072	3,570	184,608	188,178
Watershed Grant Round 3	43,606	30,945	-	30,945
Total expenditures	5,124,314	2,265,372	791,405	3,056,777
Revenues over (under) expenditures	(300,000)	(300,000)	-	(300,000)
Other Financing Sources (Uses):				
Transfers from general fund	300,000	300,000	-	300,000
Net change in fund balance	$ -	$ -	-	$ -
Fund balance, beginning of year			-	
Fund balance, end of year			$ -	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - REGISTER OF DEEDS TECHNOLOGY ENHANCEMENT FUND FOR THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
Revenues:				
Restricted intergovernmental	$ 2,000	$ 2,000	$ -	$ -
Permits and fees	194,317	239,243	44,926	279,279
Investment earnings	7,000	1,121	(5,879)	823
Total revenues	203,317	242,364	39,047	280,102
Expenditures:				
General government	220,865	160,864	60,001	149,417
Revenues over (under) expenditures	(17,548)	81,500	99,048	130,685
Other Financing Sources (Uses):				
Appropriated fund balance	17,548	-	(17,548)	-
Net change in fund balance	$ -	81,500	$ 81,500	130,685
Fund balance, beginning of year		1,033,596		902,911
Fund balance, end of year		$ 1,115,096		$ 1,033,596

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE BUDGET TO ACTUAL - AMERICAN RESCUE PLAN ACT FUND FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2022

		Actual		
	Project Authorization	Prior Years	Current Year	Total to Date
Revenues:				
Restricted Intergovernmental:				
American Rescue Plan	$ 27,741,111	$ -	$ 12,536,208	$12,536,208
Expenditures:				
Direct administrative costs	150,000	-	39,677	39,677
Premium pay	2,400,000	-	2,369,543	2,369,543
Parks and recreation	2,000,000	-	-	-
Unassigned	13,064,123	-	-	-
Total expenditures	17,614,123	-	2,409,220	2,409,220
Revenues over (under) expenditures	10,126,988	-	10,126,988	10,126,988
Other Financing Sources (Uses):				
Transfers to general fund	(10,000,000)	-	(10,000,000)	(10,000,000)
Transfers to wastewater fund	(126,988)	-	(126,988)	(126,988)
Total other financing sources (uses)	(10,126,988)	-	(10,126,988)	(10,126,988)
Net change in fund balance	$ -	$ -	-	$ -
Fund balance, beginning of year			-	
Fund balance, end of year			$ -	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET TO ACTUAL - NATIONAL OPIOID SETTLEMENT FUND
FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2022

		Actual		
	Project Authorization	Prior Years	Current Year	Total to Date
Revenues:				
Restricted Intergovernmental:				
National Opioid Settlement Fund	$ 13,609,604	$ -	$ -	$ -
Expenditures:				
Other:				
Unassigned	13,609,604	-	-	-
Total expenditures	13,609,604	-	-	-
Net change in fund balance	$ -	$ -	-	$ -
Fund balance, beginning of year			-	
Fund balance, end of year			$ -	

ENTERPRISE FUNDS

Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises - where the intent of the governing body is that the costs of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges; or where the governing body has decided that periodic determination of net income is appropriate for accountability purposes.

MAJOR ENTERPRISE FUNDS:

WATER FUND

This fund is used to account for the County's water operations.

WATER CAPITAL PROJECTS FUND

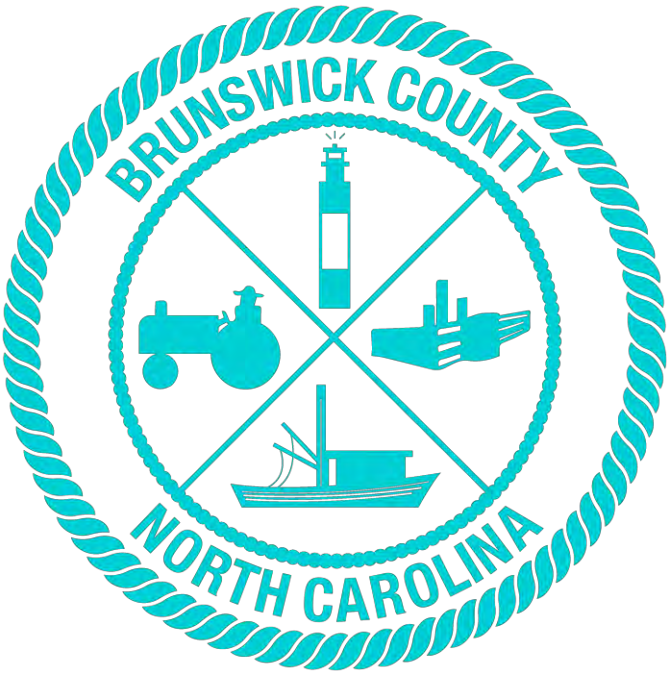
This fund is used to account for additions and improvements of major water enterprise facilities which are financed by transfers from the water capital reserve funds, bond proceeds, and financing agreements.

WASTEWATER FUND

This fund is used to account for the County's wastewater operations.

WASTEWATER CAPITAL PROJECTS FUND

This fund is used to account for additions and improvements of major wastewater enterprise facilities which are financed by transfers from the wastewater capital reserve funds, bond proceeds, and financing agreements.


BRUNSWICK COUNTY
NORTH CAROLINA

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WATER FUND (NON-GAAP)
JUNE 30, 2022

	Water Fund	Water Capital Projects	Total
Current Assets:			
Cash, cash equivalents and investments	$ 39,509,244	$ 9,246,430	$ 48,755,674
Restricted cash	2,790,676	79,004,769	81,795,445
Interest receivable	16,126	889	17,015
Receivables and special assessments, net	5,853,108	-	5,853,108
Current portion of lease receivable	194,496	-	194,496
Due from other governmental agencies	2,847,170	969,962	3,817,132
Inventories	1,948,630	-	1,948,630
Total current assets	53,159,450	89,222,050	142,381,500
Current Liabilities:			
Accounts payable and other liabilities	2,111,681	5,793,556	7,905,237
Customer deposits	2,356,385	-	2,356,385
Interest payable	1,771,076	-	1,771,076
Current portion of debt	5,705,016	-	5,705,016
Total current liabilities	11,944,158	5,793,556	17,737,714
Expendable net position	**41,215,292**	**83,428,494**	**124,643,786**
Noncurrent Items:			
Lease receivable	2,052,660	-	2,052,660
Non-depreciable capital assets	131,293,403	-	131,293,403
Depreciable capital assets, net	148,668,212	-	148,668,212
Right to use leased asset, net of amortization	1,754,305	-	1,754,305
Deferred outflow	4,090,397	-	4,090,397
Net pension liability	(901,097)	-	(901,097)
Compensated absences	(527,954)	-	(527,954)
Total other post-employment liability	(15,125,143)	-	(15,125,143)
Non-current portion of debt	(207,924,271)	-	(207,924,271)
Deferred inflow	(4,589,757)	-	(4,589,757)
Total net position	$ 100,006,047	$ 83,428,494	$ 183,434,541

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WATER SYSTEM OPERATING FUND (NON-GAAP)
FOR THE YEAR ENDED JUNE 30, 2022
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
Revenues:				
User charges	$ 30,244,300	$ 37,572,387	$ 7,328,087	$ 29,633,015
Restricted intergovernmental revenue	-	22,738	22,738	81,663
Investment earnings	40,000	46,128	6,128	33,656
Other	3,700,074	3,351,407	(348,667)	743,270
Total revenues	33,984,374	40,992,660	7,008,286	30,491,604
Expenditures:				
Salaries	5,760,074	5,403,841	356,233	5,147,320
Fringe benefits	2,824,112	2,564,753	259,359	2,434,496
Operating expenditures	9,573,772	8,116,933	1,456,839	7,892,608
Repairs and maintenance	6,981,630	5,294,529	1,687,101	2,538,732
Capital outlay	4,960,151	4,018,506	941,645	1,332,424
Debt Service:				
Principal	1,913,149	1,913,147	2	1,324,462
Interest	1,314,243	1,314,239	4	892,349
Total expenditures	33,327,131	28,625,948	4,701,183	21,562,391
Revenues over (under) expenditures	657,243	12,366,712	11,709,469	8,929,213
Other Financing Sources (Uses):				
Lease liabilities issued	1,798,162	1,798,160	(2)	-
Transfer to water capital project fund	(9,308,023)	(7,861,000)	1,447,023	(920,580)
Claims settlement	(147,382)	(147,382)	-	(4,471,457)
Appropriated net position	7,000,000	-	(7,000,000)	-
Total other financing sources (uses)	(657,243)	(6,210,222)	(5,552,979)	(5,392,037)
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	6,156,490	$ 6,156,490	$ 3,537,176

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WATER SYSTEM OPERATING FUND (NON-GAAP)
FOR THE YEAR ENDED JUNE 30, 2022
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
Reconciliation From Budgetary Basis To Full Accrual Basis:				
Capital Project Related Items:				
Revenues from water capital projects		77,717		
Transfer from water fund to water capital project fund		7,861,000		
Capital project expenditures		(47,620,780)		
Other Reconciling Items:				
Lease liabilities issued		(1,798,160)		
CIP additions from capital projects		47,620,780		
Capitalized capital outlay and CIP adjustment		2,220,346		
Capitalized lease capital outlay		1,798,160		
Change in interest accrued		(1,554,547)		
Change in vacation accrual		(35,834)		
Change in net OPEB liability		(160,933)		
Change in deferred outflows of resources - pensions		264,473		
Change in deferred outflows of resources - OPEB		(562,778)		
Change in net pension liability		1,254,455		
Change in deferred inflows of resources - pensions		(1,368,636)		
Change in deferred inflows of resources - OPEB		333,302		
Change in inventory		446,924		
Retirement of long-term debt		1,913,147		
Amortization of bond premium		704,206		
Contributed capital assets-Deeds of Dedication		4,283,818		
Depreciation		(6,809,576)		
Amortization of right to use assets		(43,855)		
Change in net position - GAAP basis		$ 14,979,719		

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL - WATER CAPITAL PROJECT FUNDS (NON-GAAP) FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2022

		Actual		
	Project Budget	Prior Year	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	$ 2,218,967	$ -	$ -	$ -
Investment earnings	120,276	177,956	1,928	179,884
Investment earnings-debt proceeds	-	263,111	75,789	338,900
Assessments	52,724	39,495	-	39,495
Assessments penalties and interst	-	13,229	-	13,229
Total revenues	2,391,967	493,791	77,717	571,508
Expenditures:				
Southeast Water Tank	50,550	50,550	-	50,550
FY16 Water Mains Top 7 and Apollo	1,773,285	1,731,758	-	1,731,758
Raw Water Mains Project	28,683,127	23,242,549	2,785,720	26,028,269
Shallotte Transmission Main	6,123,000	1,888,136	3,707,517	5,595,653
Northwest Water Plant Treatment Expansion	168,321,390	56,337,000	40,967,518	97,304,518
74/76 Industrial Park Water Main	1,727,715	1,307,724	58,622	1,366,346
74/76 Mintz Dr. to Old Maco	105,000	71,526	28,968	100,494
Navassa Water System Rehabilitation	2,263,347	15,000	23,395	38,395
Utility Operations Center	1,100,000	-	49,040	49,040
Total expenditures	210,147,414	84,644,243	47,620,780	132,265,023
Revenues over (under) expenditures	(207,755,447)	(84,150,452)	(47,543,063)	(131,693,515)
Other Financing Sources (Uses):				
Long term debt issued	178,600,000	178,600,000	-	178,600,000
Bond Premium	17,428,317	17,428,317	-	17,428,317
Transfers from water fund	18,291,970	10,430,981	7,861,000	18,291,981
Transfers to water fund	(985,770)	(985,770)	-	(985,770)
Reserve for future projects	(7,362,567)	-	-	-
Appropriated fund balance	1,783,497	-	-	-
Total other financing sources (uses)	207,755,447	205,473,528	7,861,000	213,334,528
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ 121,323,076	$ (39,682,063)	$ 81,641,013

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WASTEWATER FUND (NON-GAAP)
JUNE 30, 2022

	Wastewater Fund	Wastewater Capital Projects	Total
Current Assets:			
Cash and cash equivalents/investments	$ 29,512,657	$ 8,441,024	$ 37,953,681
Restricted cash	1,000,129	4,424,131	5,424,260
Interest receivable	10,024	440	10,464
Receivables and special assessments, net	5,479,494	-	5,479,494
Due from other governmental agencies	158,986	172,067	331,053
Due from other funds	1,764,852	-	1,764,852
Inventories	208,187	-	208,187
Total current assets	38,134,329	13,037,662	51,171,991
Current Liabilities:			
Accounts payable and other liabilities	1,032,639	1,551,638	2,584,277
Interest payable	925,582	-	925,582
Prepaid fees	129,711	-	129,711
Current portion of debt	9,765,532	-	9,765,532
Due to other funds	-	1,764,852	1,764,852
Total current liabilities	11,853,464	3,316,490	15,169,954
Expendable net position	**26,280,865**	**9,721,172**	**36,002,037**
Noncurrent Items:			
Non-depreciable capital assets	48,132,569	-	48,132,569
Depreciable capital assets, net	222,463,752	-	222,463,752
Deferred outflow	2,275,715	-	2,275,715
Net pension liability	(482,416)	-	(482,416)
Compensated absences	(243,227)	-	(243,227)
Total other post-employment liability	(8,409,951)	-	(8,409,951)
Non-current portion of debt	(96,859,416)	-	(96,859,416)
Deferred inflow	(1,374,613)	-	(1,374,613)
Total net position	$ 191,783,278	$ 9,721,172	$ 201,504,450

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WASTEWATER FUND (NON-GAAP)
FOR THE YEAR ENDED JUNE 30, 2022
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
Revenues:				
User charges	$ 29,763,761	$ 41,447,652	$ 11,683,891	$ 37,123,956
Investment earnings	20,000	38,187	18,187	23,804
Restricted intergovernmental revenues	-	2,670	2,670	25,254
Other	104,000	114,319	10,319	300,541
Total revenues	29,887,761	41,602,828	11,715,067	37,473,555
Expenditures:				
Salaries	3,241,547	3,002,857	238,690	2,888,778
Fringe benefits	1,534,793	1,391,379	143,414	1,308,719
Operating expenditures	5,819,257	5,056,811	762,446	4,493,558
Repairs and maintenance	2,396,713	1,720,234	676,479	2,117,757
Capital outlay	5,473,417	3,692,441	1,780,976	2,747,367
Debt Service:				
Principal	10,918,002	10,917,998	4	12,391,786
Interest	4,149,247	4,131,803	17,444	4,591,276
Total expenditures	33,532,976	29,913,523	3,619,453	30,539,241
Revenues over (under) expenditures	(3,645,215)	11,689,305	15,334,520	6,934,314
Other Financing Sources (Uses):				
Transfer to wastewater capital project fund	(6,667,143)	(6,667,143)	-	(618,809)
Transfer from wastewater capital project fund	375,000	375,000	-	1,128,000
Transfer from special revenue fund	126,989	126,988	(1)	-
Claims settlement	(339,227)	(339,227)	-	(10,291,934)
Appropriated net position	10,149,596	-	(10,149,596)	-
Total other financing sources (uses)	3,645,215	(6,504,382)	(10,149,597)	(9,782,743)
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	5,184,923	$ 5,184,923	$ (2,848,429)

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WASTEWATER FUND (NON-GAAP)
FOR THE YEAR ENDED JUNE 30, 2022
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Variance	2021
Reconciliation From Budgetary Basis To Full Accrual Basis:				
Capital Project Activities:				
Revenues from wastewater capital projects		9,099		
Transfer from wastewater fund to wastewater capital projects		6,667,143		
Transfer from wastewater capital projects to wastewater fund		(375,000)		
Capital project expenditures		(8,437,957)		
Other Reconciling Items:				
CIP additions from capital projects		8,437,957		
Capitalized capital outlay and CIP adjustment		3,692,441		
Change in interest accrued		84,196		
Change in vacation accrual		(26,826)		
Change in net OPEB liability		(11,703)		
Change in deferred outflows of resources - pensions		145,916		
Change in deferred outflows of resources - OPEB		(329,218)		
Change in net pension liability		692,113		
Change in deferred inflows of resources - pensions		(755,109)		
Change in deferred inflows of resources - OPEB		191,585		
Contributed assets-Deeds of Dedication		5,841,282		
Change in inventory		54,767		
Retirement of long-term debt		10,917,998		
Amortization of bond premium		664,456		
Unamortized outflow of resources related to refunding of debt		(523,546)		
Depreciation		(8,346,627)		
Change in net position - GAAP basis		$ 23,777,890		

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
WASTEWATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2022

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	$ 2,852,818	$ -	$ -	$ -
Investment earnings	169,754	169,852	4,083	173,935
Investment earnings-debt proceeds	-	418,862	5,016	423,878
Assessments	557,053	557,052	-	557,052
Assessments penalties and interst	99,017	102,512	-	102,512
West Bruns. Regional WWTP Southport Contribution	2,632,000	-	-	-
Total revenues	6,310,642	1,248,278	9,099	1,257,377
Expenditures:				
West Brunswick Wastewater Treatment Facility	2,632,000	1,580,659	197,963	1,778,622
Northeast Wastewater Treatment Plant	45,714,971	36,134,721	7,659,056	43,793,777
Northeast Wastewater Treatment Plant E. Trans. Main	3,616,997	3,180,855	173,706	3,354,561
Northeast Wastewater Treatment Plant W. Trans. Main	2,891,839	2,529,722	103,180	2,632,902
Ocean Ridge Reclaimed Water Main	125,800	45,100	60,300	105,400
Sea Trail Wastewater Treatment Plant	147,000	53,840	50,850	104,690
Navassa Wastewater System Rehabilitation	2,852,818	15,000	192,902	207,902
Total expenditures	57,981,425	43,539,897	8,437,957	51,977,854
Revenues over (under) expenditures	(51,670,783)	(42,291,619)	(8,428,858)	(50,720,477)
Other Financing Sources (Uses):				
Long term debt issued	44,980,000	44,980,000	-	44,980,000
Bond premium	7,243,807	7,243,806	-	7,243,806
Transfer from wastewater fund	12,734,785	6,067,646	6,667,143	12,734,789
Transfer to wastewater fund	(9,043,274)	(8,668,274)	(375,000)	(9,043,274)
Reserve for future projects	(8,425,131)	-	-	-
Appropriated fund balance	4,180,596	-	-	-
Total other financing sources (uses)	51,670,783	49,623,178	6,292,143	55,915,321
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ 7,331,559	$ (2,136,715)	$ 5,194,844

CUSTODIAL FUNDS

Custodial funds are used to account for short-term custodial collections of resources on behalf of another individual, entity, or government.

MUNICIPAL COLLECTIONS FUND

This fund accounts for the proceeds of the motor vehicle taxes and other ad Valorem taxes that are collected by the County on behalf of the municipalities within the County and for fines and forfeitures collected by the Clerk of Court which are remitted to the Brunswick County Schools.

SMITHVILLE TOWNSHIP COLLECTIONS FUND

This fund accounts for the proceeds of the special hospital tax collected by the County on behalf of the citizens of Smithville Township.

INMATE FUND

This fund accounts for monies held by Brunswick County on the behalf of inmates in the Brunswick County Detention Center.

COUNTY OF BRUNSWICK, NORTH CAROLINA

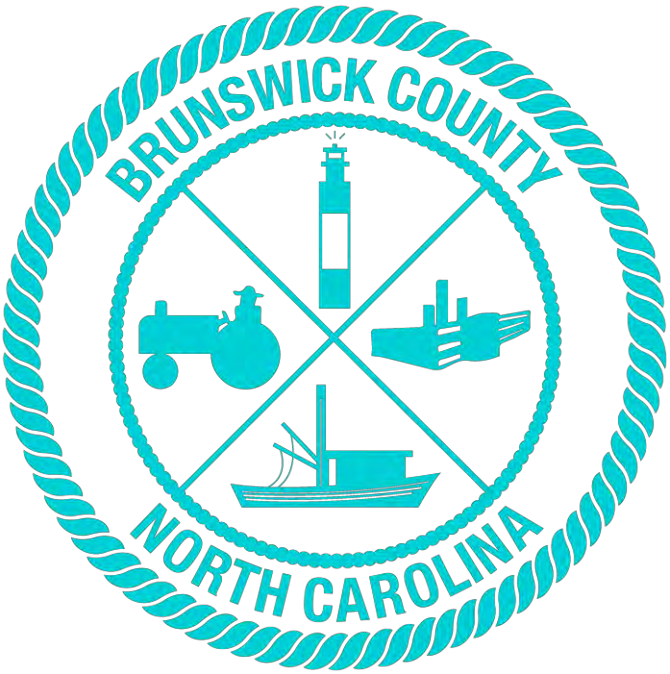
COMBINING STATEMENT OF FIDUCIARY NET POSITION
CUSTODIAL FUNDS
JUNE 30, 2022

	Municipal Collections Fund	Smithville Township Collections Fund	Inmate Fund	Total
Assets:				
Cash and cash equivalents	$ 645,833	$ 1,066,443	$ 27,712	$ 1,739,988
Interest receivable for other governments	-	601	-	601
Receivable for other governments, net	760,476	23,437	27,888	811,801
Total assets	1,406,309	1,090,481	55,600	2,552,390
Liabilities:				
Accounts payable and accrued liabilities	400,742	-	26,371	$ 427,113
Due to other governments	645,833	1,043,890	-	1,689,723
Total liabilities	1,046,575	1,043,890	26,371	2,116,836
Net position:				
Restricted for:				
Indiviudals, organization, and other governments	359,734	46,591	29,229	435,554
Total net position	$ 359,734	$ 46,591	$ 29,229	$ 435,554

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2022

	Municipal Collections Fund	Smithville Township Collections Fund	Inmate Fund	Total
Additions:				
Collections for other governments	$ 56,533,129	$ 3,483,174	$ -	$ 60,016,303
Collections on behalf of inmates	-	-	577,831	577,831
Total additions	56,533,129	3,483,174	577,831	60,594,134
Deductions:				
Distributions to other governments	56,483,865	3,460,709	-	59,944,574
Payments on behalf of inmates	-	-	589,561	589,561
Total deductions	56,483,865	3,460,709	589,561	60,534,135
Net increase (decrease) in fiduciary net position	49,264	22,465	(11,730)	59,999
Net position, beginning of year	310,470	24,126	40,959	375,555
Net position, end of year	$ 359,734	$ 46,591	$ 29,229	$ 435,554


BRUNSWICK COUNTY
NORTH CAROLINA

SUPPLEMENTAL FINANCIAL DATA

This section includes additional information on property taxes and schedules required by the U.S. Department of Housing and Urban Development.

GENERAL FUND

Schedule of Ad Valorem Taxes Receivable

COUNTY-WIDE LEVY

Analysis of Current Tax Levy

BALANCE SHEET

Financial Data Schedule

REVENUES AND EXPENSES

Financial Data Schedule

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF AD VALOREM TAXES RECEIVABLE - GENERAL FUND
JUNE 30, 2022

Fiscal Year	Uncollected Balance June 30, 2021	Additions	Collections and Credits	Uncollected Balance June 30, 2022
2022	$ -	$ 153,438,978	$ 152,041,522	$ 1,397,456
2021	1,456,838	-	1,097,435	359,403
2020	553,770	-	392,538	161,232
2019	279,828	-	165,472	114,356
2018	203,488	-	112,070	91,418
2017	153,479	-	73,322	80,157
2016	152,421	-	61,184	91,237
2015	155,283	-	62,728	92,555
2014	185,733	-	58,219	127,514
2013	206,402	-	119,156	87,246
2012	162,937	-	162,937	-
	$ 3,510,179	$ 153,438,978	$ 154,346,583	2,602,574
Less: Allowance for uncollected taxes receivable General Fund				1,334,473
Ad valorem taxes receivable (net)				$ 1,268,101
Reconciliation with Revenues:				
Ad valorem taxes - General Fund				$ 154,831,528
Reconciling Items:				
Interest collected and penalties				(834,881)
Releases on prior year tax				58,621
Write-offs				234,868
Reimbursement of prior year's taxes collected				80,538
Collection of taxes previously written off				(24,091)
Total collections and credits				$ 154,346,583

COUNTY OF BRUNSWICK, NORTH CAROLINA

ANALYSIS OF CURRENT TAX LEVY - COUNTY-WIDE LEVY
FOR THE YEAR ENDED JUNE 30, 2022

	County-Wide			Property Excluding Registered Vehicles	Registered Motor Vehicles
	Property Valuation	Rate	Amount of Levy		
Original levy:					
Property taxed at current year's rate	$ 31,441,127,559	0.4850	$ 152,489,469	$ 142,187,881	$ 10,301,588
Penalties	-		36,879	36,879	-
Total	31,441,127,559		152,526,348	142,224,760	10,301,588
Discoveries:					
Current and prior years' taxes	88,625,715		913,176	912,957	219
Penalties	-		45,092	45,092	-
Total	88,625,715		958,268	958,049	219
Abatements	(9,409,806)		(45,638)	(45,638)	-
Total property valuation	$ 31,520,343,468				
Net levy			153,438,978	143,137,171	10,301,807
Less uncollected taxes at June 30, 2022			1,397,456	1,397,456	-
Current year's taxes collected			$ 152,041,522	$ 141,739,715	$ 10,301,807
Current levy collection percentage			99.09%	99.02%	100.00%
Prior year levy collection percentage			99.01%	98.94%	100.00%

COUNTY OF BRUNSWICK, NORTH CAROLINA

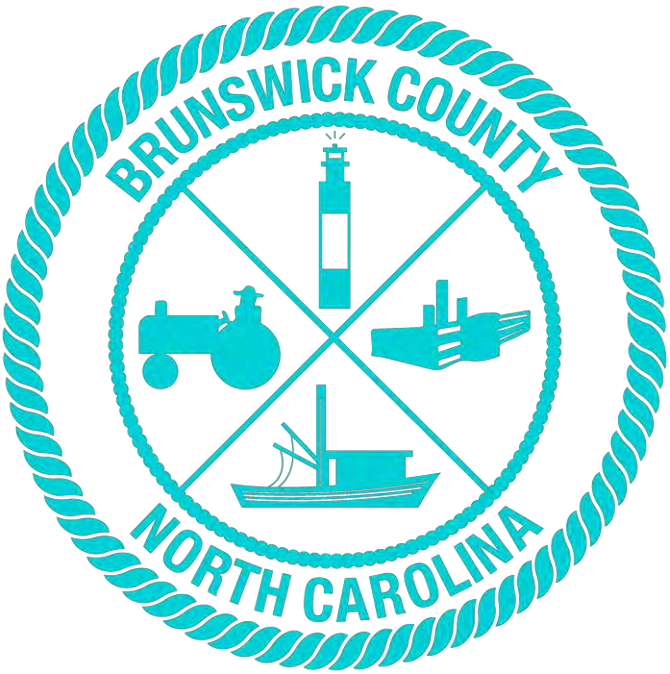
FINANCIAL DATA SCHEDULE - BALANCE SHEET
JUNE 30, 2022

Line Item #	Account Description	Housing Choice Vouchers 14.871	HCV CARES Act Funding 14.HCC	Total
	Assets:			
	Current assets:			
	Cash:			
111	Cash - unrestricted	$ 44,736	$ -	$ 44,736
113	Cash - other restricted	55,482	5,333	60,815
115	Cash - restricted for payment of current liabilities	10,911	-	10,911
100	Total cash	111,129	5,333	116,462
150	Total current assets	111,129	5,333	116,462
190	Total assets	$ 111,129	$ 5,333	$ 116,462
	Liabilities and Net Position			
	Liabilities:			
	Current liabilities:			
312	Accounts payable < 90 days	$ 1,926	$ -	$ 1,926
321	Accrued wage/payroll taxes payable	2,647	-	2,647
345	Other current liabilities	6,338	-	6,338
	Total current liabilities	10,911	-	10,911
300	Total liabilities	10,911	-	10,911
	Net position:			
511.4	Restricted net position	55,482	-	55,482
512.4	Unrestricted net position	44,736	5,333	50,069
513	Total net position	100,218	5,333	105,551
600	Total liabilities and net position	$ 111,129	$ 5,333	$ 116,462

COUNTY OF BRUNSWICK, NORTH CAROLINA

FINANCIAL DATA SCHEDULE - REVENUES AND EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022

Line Item #	Account Description	Housing Choice Vouchers 14.871	HCV CARES Act Funding 14.HCC	Total
	Revenue:			
70600	HUD PHA operating grants	$ 2,240,790	$ -	$ 2,240,790
71100	Investment income - unrestricted	174	-	174
71400	Fraud recovery	2,507	-	2,507
70000	Total revenue	2,243,471	-	2,243,471
	Expenses:			
	Administrative:			
91100	Administrative salaries	180,299	-	180,299
91500	Employee benefit contributions - administrative	77,063	-	77,063
91600	Office expenses	23,424	-	23,424
91900	Other	-	87,677	87,677
91000	Total operating - administrative	280,786	87,677	368,463
	General expenses:			
96200	Other general expenses	1,346	-	1,346
96900	Total operating expenses	282,132	87,677	369,809
97000	Excess of operating revenue over operating expenses	1,961,339	(87,677)	1,873,662
97300	Housing assistance payments	1,982,743	-	1,982,743
90000	Total expenses	2,264,875	87,677	2,352,552
10000	Excess(deficiency) of revenue over(under) expenses	$ (21,404)	$ (87,677)	$ (109,081)
	MEMO Account Information:			
11030	Beginning equity	121,622	93,010	214,632
11170	Administrative fee equity	44,736	-	44,736
40049	Housing assistance payments equity	55,482	5,333	60,815
11190	Unit months available	5,772	-	5,772
11210	Number of unit months leased	4,150	-	4,150


BRUNSWICK COUNTY
NORTH CAROLINA

NON-MAJOR COMPONENT UNIT FINANCIAL DATA

BRUNSWICK COUNTY BOARD OF ALCOHOLIC CONTROL

A component unit of Brunswick County, is a legally separate entity for which the County is financially accountable. The Board issues separate financial statements.

BRUNSWICK COUNTY AIRPORT COMMISSION

A component unit of Brunswick County, is a legally separate entity for which the County is financially accountable. The Board issues separate financial statements.

BRUNSWICK COUNTY TOURISM DEVELOPMENT AUTHORITY

A component unit of Brunswick County, is a legally separate entity for which the County is financially accountable. The Board issues separate financial statements.

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - NON-MAJOR COMPONENT UNITS
JUNE 30, 2022

	Brunswick County Board of Alcoholic Control	Brunswick County Airport Commission	Brunswick County Tourism Development Authority	Totals
Assets:				
Current Assets:				
Cash, cash equivalents and investments	$ 1,364,049	$ 765,664	$ 2,493,589	$ 4,623,302
Restricted cash and investments	-	18,875	-	18,875
Receivables, net	160	12,561	544,155	556,876
Lease receivable	-	34,158	-	34,158
Inventory	536,986	128,223	-	665,209
Prepaid items	23,594	31,483	6,052	61,129
Total current assets	1,924,789	990,964	3,043,796	5,959,549
Non-Current Assets:				
Lease receivable, non-current	-	531,561	-	531,561
Capital assets, net	3,568,439	29,298,722	982	32,868,143
Right to use leased assets, net of amortization	-	19,288	110,237	129,525
Total non-current assets	3,568,439	29,849,571	111,219	33,529,229
Total assets	5,493,228	30,840,535	3,155,015	39,488,778
Deferred Outflows of Resources:				
Pension deferrals	106,971	-	48,275	155,246
OPEB deferrals	26,268	-	-	26,268
Total deferred outflows	133,239	-	48,275	181,514
Liabilities:				
Current Liabilities:				
Debt obligation - current portion	$ 53,403	$ 19,508	$ 27,337	$ 100,248
Accounts payable and accrued expenses	365,260	80,132	36,422	481,814
Liabilities to be paid from restricted assets	-	18,875	-	18,875
Total current liabilities	418,663	118,515	63,759	600,937
Noncurrent Liabilities:				
Net pension liability	64,871	-	17,176	82,047
Total OPEB liability	125,121	-	-	125,121
Compensated absences	-	-	16,842	16,842
Debt obligation - long-term portion	1,282,781	-	84,907	1,367,688
Total noncurrent liabilities	1,472,773	-	118,925	1,591,698
Total liabilities	1,891,436	118,515	182,684	2,192,635
Deferred Inflows of Resources:				
Lease deferrals		509,524		509,524
Pension deferrals	94,365	-	24,862	119,227
OPEB deferral	134,153	-	-	134,153
Total deferred inflows	228,518	509,524	24,862	762,904

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - NON-MAJOR COMPONENT UNITS
JUNE 30, 2022

	Brunswick County Board of Alcoholic Control	Brunswick County Airport Commission	Brunswick County Tourism Development Authority	Totals
Net position:				
Net investment in capital assets	2,009,104	29,298,502	-	31,307,606
Restricted:				
Stabilization by State Statute	-	-	544,155	544,155
For Tourism Promotion	-	-	2,451,589	2,451,589
For Working Capital	164,702	-	-	164,702
Unrestricted	1,332,707	913,994	-	2,246,701
Total net position	$ 3,506,513	$ 30,212,496	$ 2,995,744	$ 36,714,753

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - NON-MAJOR COMPONENT UNITS
FOR THE YEAR ENDED JUNE 30, 2022

	Brunswick County Board of Alcoholic Control	Brunswick County Airport Commission	Brunswick County Tourism Development Authority	Totals
Revenues:				
Sales and services	$ 5,589,513	$ 2,024,468	$ 375	$ 7,614,356
Room occupancy taxes	-	-	2,711,364	2,711,364
Unrestricted intergovernmental	-	129,333	-	129,333
Other revenue	2,661	210,724	-	213,385
Sale of real property	111,587	-	-	111,587
Investment earnings	781	468	2,709	3,958
Total revenues	5,704,542	2,364,993	2,714,448	10,783,983
Expenses				
Operating expenses	5,203,698	2,498,014	2,032,683	9,734,395
Capital contributions	-	3,969,811	-	3,969,811
Change in net position	500,844	3,836,790	681,765	5,019,399
Net position, beginning of year	3,005,669	26,375,706	2,313,979	31,695,354
Net position, end of year	$ 3,506,513	$ 30,212,496	$ 2,995,744	$ 36,714,753

STATISTICAL SECTION

This section includes detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the County's overall financial health.

FINANCIAL TRENDS

These tables contain trend information to help the reader understand how the County's financial performance and well-being have changed over time.

REVENUE CAPACITY

These tables contain information to help the reader assess the factors affecting the County's ability to generate its property taxes.

DEBT CAPACITY

These tables present information to help the reader assess the affordability of the County's current levels of outstanding debt and the County's ability to issue additional debt in the future.

DEMOGRAPHIC AND ECONOMIC INFORMATION

These tables offer demographic and economic indicators to help the reader understand the environment within which the County's financial activities take place and to help make comparisons over time and with other governments.

OPERATING INFORMATION

These tables contain information about the County's operations and resources to help the reader understand how the County's financial information relates to the services the County provides and the activities it performs.

COUNTY OF BRUNSWICK, NORTH CAROLINA

Net Position by Component
(accrual basis of accounting)
Last Ten Fiscal Years

	Fiscal Year			
	2013	**2014**	**2015**	**2016**
Governmental activities				
Net investment in capital assets	$ 82,982,620	$ 85,033,340	$ 94,573,843	$ 98,533,551
Restricted	12,788,396	13,683,095	13,757,595	11,393,121
Unrestricted	(7,358,632)	(7,117,818)	(11,489,319)	4,291,984
Total governmental activities net position	$ 88,412,384	$ 91,598,617	$ 96,842,119	$ 114,218,656
Business-type activities				
Net investment in capital assets	$ 215,460,422	$ 220,347,412	$ 229,251,045	$ 237,499,403
Unrestricted	55,390,170	57,003,023	55,051,652	56,333,023
Total business-type activities net position	$ 270,850,592	$ 277,350,435	$ 284,302,697	$ 293,832,426
Primary Government				
Net investment in capital assets	$ 298,443,042	$ 305,380,752	$ 323,824,888	$ 336,032,954
Restricted	12,788,396	13,683,095	13,757,595	11,393,121
Unrestricted	48,031,538	49,885,205	43,562,333	60,625,007
Total primary government net position	$ 359,262,976	$ 368,949,052	$ 381,144,816	$ 408,051,082

Table 1

Fiscal Year					
2017	**2018**	**2019**	**2020**	**2021**	**2022**
$ 103,666,583	$ 110,230,469	$ 115,617,349	$ 120,163,924	$ 126,785,111	$ 127,746,956
14,833,062	15,635,110	18,668,825	21,291,880	22,879,562	23,171,792
7,002,602	(55,398,142)	(83,341,628)	(79,120,681)	(90,325,264)	(58,291,400)
$ 125,502,247	$ 70,467,437	$ 50,944,546	$ 62,335,123	$ 59,339,409	$ 92,627,348
$ 249,222,001	$ 256,733,898	$ 274,843,506	$ 284,015,403	$ 302,098,004	$ 315,518,906
54,639,409	47,853,948	44,114,541	53,574,925	44,083,378	69,420,085
$ 303,861,410	$ 304,587,846	$ 318,958,047	$ 337,590,328	$ 346,181,382	$ 384,938,991
$ 352,888,584	$ 366,964,367	$ 390,460,855	$ 404,179,327	$ 428,883,115	$ 443,265,862
14,833,062	15,635,110	18,668,825	21,291,880	22,879,562	23,171,792
61,642,011	(7,544,194)	(39,227,087)	(25,545,756)	(46,241,886)	11,128,685
$ 429,363,657	$ 375,055,283	$ 369,902,593	$ 399,925,451	$ 405,520,791	$ 477,566,339

Changes in Net Position
(accrual basis of accounting)
Last Ten Fiscal Years

	Fiscal Year			
	2013	2014	2015	2016
Expenses				
Governmental activities:				
General government	$ 10,934,466	$ 12,254,383	$ 11,457,688	$ 12,394,690
Public safety	35,303,805	39,375,729	38,962,019	38,664,204
Central services	12,644,064	14,123,067	15,525,612	13,337,319
Human services	26,348,700	28,293,768	28,935,510	27,603,012
Transportation	2,616,195	2,006,314	471,838	1,359,490
Environmental protection	13,394,236	16,242,909	14,029,464	14,346,834
Cultural and recreation	3,951,742	4,084,737	3,937,844	4,019,127
Economic and physical development	7,616,623	7,270,311	9,799,191	7,367,883
Education	42,982,116	44,441,846	44,955,498	43,174,118
Interest on long-term debt	4,616,769	4,510,795	3,487,733	3,293,032
Total governmental activities	160,408,716	172,603,859	171,562,397	165,559,709
Business-type activities:				
Water	17,581,607	18,819,605	17,679,797	19,859,927
Wastewater	16,822,230	19,863,644	19,163,000	21,036,877
Total business-type activities	34,403,837	38,683,249	36,842,797	40,896,804
Total primary government expenses	$ 194,812,553	$ 211,287,108	$ 208,405,194	$ 206,456,513
Program Revenues				
Governmental activities				
Charges for services:				
General government	$ 1,771,496	$ 1,912,777	$ 1,532,631	$ 1,456,894
Public safety	8,077,465	9,155,944	9,956,633	10,157,712
Human services	2,351,986	2,386,613	2,467,380	735,106
Environmental protection	2,682,035	2,655,010	2,869,355	3,672,124
Cultural and recreation	200,813	230,952	279,147	292,772
Economic and physical development	1,058,732	1,066,665	1,036,255	1,045,124
Operating grants and contributions:				
General government	713,544	775,551	2,383,738	3,224,530
Public safety	1,579,854	2,403,013	4,522,352	1,589,862
Central services	-	225,469	221,081	140,213
Human services	14,187,069	15,115,863	16,639,756	15,605,953
Transportation	235,060	217,571	169,157	186,354
Environmental protection	6,961	17,721	7,212	14,696
Cultural and recreation	147,278	131,243	131,776	149,460
Economic and physical development	2,428,282	2,365,158	2,212,062	2,691,449

Table 2

Fiscal Year					
2017	**2018**	**2019**	**2020**	**2021**	**2022**
$ 12,963,358	$ 13,687,487	$ 13,314,538	$ 15,306,541	$ 17,647,297	$ 18,295,685
42,827,646	44,821,539	49,929,898	53,594,015	57,293,377	63,909,721
15,867,210	17,317,898	24,293,860	19,216,028	18,939,131	15,992,165
29,451,140	25,306,675	25,630,231	27,802,694	30,604,477	33,681,908
809,229	2,332,476	3,575,858	3,502,110	986,003	3,866,053
14,832,478	15,746,784	17,556,933	17,969,669	20,046,140	19,692,763
4,461,038	4,595,063	4,595,624	6,618,268	6,627,479	7,370,332
8,653,116	7,764,610	8,117,571	6,531,495	8,907,797	8,940,721
45,425,138	51,382,418	78,603,400	76,387,466	87,560,695	70,314,822
2,939,230	2,557,786	4,115,665	3,620,295	4,531,542	4,006,029
178,229,583	185,512,736	229,733,578	230,548,581	253,143,938	246,070,199
21,929,069	23,586,326	25,246,278	25,771,987	30,706,103	30,374,476
21,851,601	22,027,760	21,150,244	22,320,986	35,552,021	23,802,307
43,780,670	45,614,086	46,396,522	48,092,973	66,258,124	54,176,783
$ 222,010,253	$ 231,126,822	$ 276,130,100	$ 278,641,554	$ 319,402,062	$ 300,246,982
$ 1,666,619	$ 1,800,557	$ 1,684,852	$ 2,001,158	$ 2,749,023	$ 2,326,109
9,792,703	10,853,112	11,891,138	13,115,402	14,574,006	16,904,098
2,898,025	3,041,993	868,799	1,009,260	1,427,926	1,584,329
3,751,566	3,725,329	5,914,747	4,665,644	5,575,575	6,596,328
264,574	290,068	258,926	158,049	89,183	256,710
890,920	1,027,381	892,741	957,525	909,296	1,086,368
4,124,111	4,208,974	7,924,185	17,735,961	7,920,581	6,612,172
1,683,576	1,380,991	1,892,746	4,254,740	1,248,559	10,909,421
198,863	201,391	273,089	139,499	117,501	138,393
16,460,187	11,763,894	11,840,342	10,930,652	15,327,774	19,978,207
225,953	230,887	230,880	270,488	-	245,881
15,281	15,250	8,236	16,007	115,261	395,184
149,232	154,674	150,238	148,239	248,009	148,878
2,397,652	2,255,420	2,109,795	2,378,582	1,593,605	950,264

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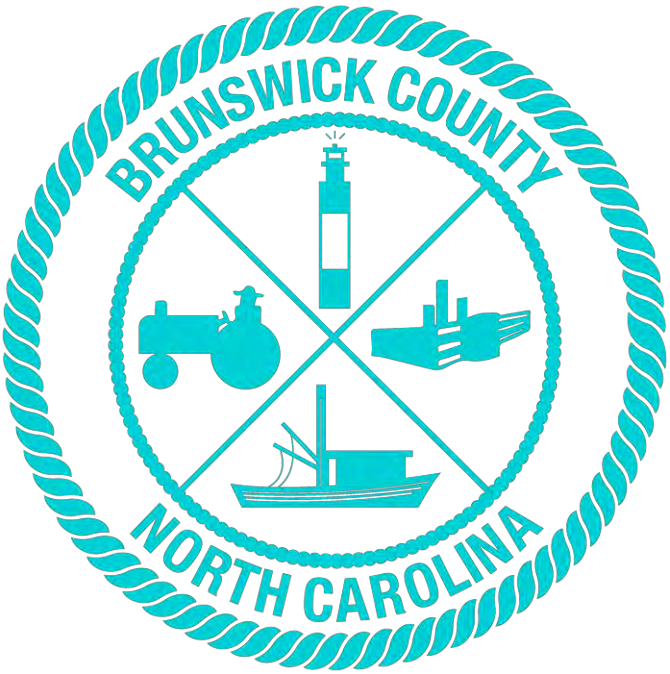
Changes in Net Position
(accrual basis of accounting)
Last Ten Fiscal Years

	Fiscal Year			
	2013	**2014**	**2015**	**2016**
Capital grants and contributions:				
Public safety	28,309	-	28,309	189,187
Transportation	1,998,505	1,870,448	619,861	1,454,556
Cultural and recreation	-	-	-	-
Education	1,386,898	1,440,936	1,043,025	-
Total governmental activities program revenues	38,854,287	41,970,934	46,119,730	42,605,992
Business-type activities:				
Charges for services:				
Water	20,622,239	20,418,106	21,246,815	22,526,148
Wastewater	41,665,426	23,488,533	21,887,017	24,758,778
Capital grants and contributions:				
Water	1,339,740	512,097	888,007	1,495,593
Wastewater	1,181,493	691,966	554,683	1,552,767
Total business-type activities program revenues	64,808,898	45,110,702	44,576,522	50,333,286
Total primary government program revenues	$ 103,663,185	$ 87,081,636	$ 90,696,252	$ 92,939,278
Net (expense)/revenue				
Governmental activities	$(121,554,429)	$(130,632,925)	$(125,442,667)	$(122,953,717)
Business-type activities	30,405,061	6,427,453	7,733,725	9,436,482
Total primary government net (expense)/revenue	$ (91,149,368)	$(124,205,472)	$(117,708,942)	$(113,517,235)
General Revenues and Other Changes in Net Position				
Governmental activities:				
Ad Valorem taxes	$ 109,152,892	$ 112,080,219	$ 111,847,084	$ 114,258,168
Local option taxes	16,941,795	17,832,031	19,698,311	20,944,326
Other taxes	3,484,388	3,766,292	4,088,743	4,956,253
Investment earnings	168,330	140,616	120,072	159,867
Disposal of capital assets	-	-	-	11,640
Transfers	-	-	-	-
Total governmental activities	129,747,405	133,819,158	135,754,210	140,330,254
Business-type activities:				
Investment earnings	83,874	72,390	53,888	93,247
Transfers	-	-	-	-
Total business-type activities	83,874	72,390	53,888	93,247
Total primary government	$ 129,831,279	$ 133,891,548	$ 135,808,098	$ 140,423,501
Change in Net Position				
Governmental activities	$ 8,192,976	$ 3,186,233	$ 10,311,543	$ 17,376,537
Business-type activities	30,488,935	6,499,843	7,787,613	9,529,729
Total primary government	$ 38,681,911	$ 9,686,076	$ 18,099,156	$ 26,906,266

Fiscal Year					
2017	**2018**	**2019**	**2020**	**2020**	**2021**
-	-	-	-	-	-
365,097	2,799,107	2,585,911	3,835,237	882,575	3,425,624
-	-	-	1,641,088	1,641,088	-
-	-	-	-	-	-
44,884,359	43,749,028	48,526,625	63,257,531	54,419,962	71,557,966
23,676,875	25,024,243	25,732,032	30,480,611	30,457,948	40,946,532
25,297,775	29,197,534	29,365,427	31,450,189	37,449,751	41,564,641
1,740,949	1,740,949	2,212,677	935,236	2,918,743	4,283,818
2,961,366	1,134,455	2,356,731	2,186,128	3,959,187	5,841,282
53,676,965	57,097,181	59,666,867	65,052,164	74,785,629	92,636,273
$ 98,561,324	$ 100,846,209	$ 108,193,492	$ 128,309,695	$ 129,205,591	$ 164,194,239
$(133,345,224)	$(141,763,708)	$(181,206,953)	$(167,291,050)	$(198,723,976)	$(174,512,233)
9,896,295	11,483,095	13,270,345	16,959,191	8,527,505	38,459,490
$(123,448,929)	$(130,280,613)	$(167,936,608)	$(150,331,859)	$(190,196,471)	$(136,052,743)
$ 118,423,006	$ 124,140,830	$ 127,900,138	$ 142,610,199	$ 149,471,104	$ 154,660,159
22,464,392	23,986,670	26,288,973	28,320,802	35,085,909	40,769,837
5,087,399	6,006,050	5,774,132	6,350,878	10,521,195	12,265,423
265,529	702,812	2,186,800	1,738,549	131,756	231,741
-	-	-	-	-	-
-	-	(465,981)	(338,801)	-	(126,988)
146,240,326	154,836,362	161,684,062	178,681,627	195,209,964	207,800,172
132,689	326,059	633,875	1,334,289	63,549	171,131
-	-	465,981	338,801	-	126,988
132,689	326,059	1,099,856	1,673,090	63,549	298,119
$ 146,373,015	$ 155,162,421	$ 162,783,918	$ 180,354,717	$ 195,273,513	$ 208,098,291
$ 12,895,102	$ 13,072,654	$ (19,522,891)	$ 11,390,577	$ (3,514,012)	$ 33,287,939
10,028,984	11,809,154	14,370,201	18,632,281	8,591,054	38,757,609
$ 22,924,086	$ 24,881,808	$ (5,152,690)	$ 30,022,858	$ 5,077,042	$ 72,045,548


BRUNSWICK COUNTY
NORTH CAROLINA

Governmental Activities Tax Revenues By Source
Last Ten Fiscal Years

Fiscal Year	Property Tax	Sales Tax	Video Programming Tax	Alcoholic Beverage Tax	Total
2013	108,945,817	16,941,795	426,533	234,872	126,549,017
2014	112,999,386	17,832,031	421,718	258,749	131,511,884
2015	113,180,642	19,698,311	429,720	287,908	133,596,581
2016	116,180,734	20,944,326	416,674	269,014	137,810,748
2017	119,820,026	22,464,392	431,684	288,854	143,004,956
2018	124,318,739	23,986,670	432,744	284,924	149,023,077
2019	128,233,886	26,288,973	425,200	292,723	155,240,782
2020	142,572,371	28,320,802	407,169	300,885	171,601,227
2021	150,243,480	35,085,909	404,719	300,219	186,034,327
2022	154,831,528	40,769,837	380,262	263,838	196,245,465

COUNTY OF BRUNSWICK, NORTH CAROLINA

Fund Balance, Governmental Funds
(modified accrual basis of accounting)
Last Ten Fiscal Years

	Fiscal Year			
	2013	**2014**	**2015**	**2016**
General Fund				
Non-spendable	$ -	$ -	$ -	$ 64,000
Restricted	10,707,390	11,500,851	11,840,454	9,707,172
Assigned	649,053	1,080,269	1,900,526	1,444,986
Committed	214,566	214,566	214,566	214,566
Unassigned	55,107,448	53,503,393	54,420,202	60,934,148
Total General fund	$ 66,678,457	$ 66,299,079	$ 68,375,748	$ 72,364,872
All Other Governmental Funds				
Restricted in Special Revenue Funds	$ 1,703,515	$ 2,182,244	$ 1,917,141	$ 1,685,949
Restricted in Capital Project Funds	377,491	297,795	10,987,621	1,921,723
Committed in Capital Project Funds	21,750,674	25,778,509	22,349,948	29,611,963
Assigned in Special Revenue Funds	-	-	16,339	-
Unassigned in Special Revenue Funds	(350,670)	(48,106)	-	(81,924)
Total all other governmental funds	$ 23,481,010	$ 28,210,442	$ 35,271,049	$ 33,137,711

Note: The County implemented GASB Statement No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions" in fiscal year 2011.
Ten years are presented in the format after the implementation of GASB 54.

Table 4

Fiscal Year					
2017	**2018**	**2019**	**2020**	**2021**	**2022**
$ 64,000	$ 64,000	$ 64,000	$ 64,000	$ 64,000	$ 64,000
12,327,583	13,205,849	16,283,789	18,223,266	19,425,458	19,975,097
1,704,369	2,522,556	2,176,237	2,346,999	3,349,236	16,046,124
214,566	214,566	214,566	214,566	214,566	214,566
59,299,170	59,897,574	62,014,132	76,178,168	98,141,209	103,370,576
$ 73,609,688	$ 75,904,545	$ 80,752,724	$ 97,026,999	$ 121,194,469	$ 139,670,363
$ 2,005,166	$ 1,960,642	$ 1,946,000	$ 2,618,954	$ 2,944,022	$ 2,691,517
168,580	50,249,024	31,212,566	8,467,379	30,445,864	13,599,138
35,836,600	42,347,852	32,958,725	43,840,005	44,139,925	74,967,222
-	-	-	-	-	-
(118,432)	(49,255)	(46,533)	(328,037)	(132,860)	(63,035)
$ 37,891,914	$ 94,508,263	$ 66,070,758	$ 54,598,301	$ 77,396,951	$ 91,194,842

COUNTY OF BRUNSWICK, NORTH CAROLINA

Changes in Fund Balance, Governmental Funds
(modified accrual basis of accounting)
Last Ten Fiscal Years

	Fiscal Year			
	2013	**2014**	**2015**	**2016**
Revenues				
Ad Valorem taxes	$ 108,945,817	$ 112,999,386	$ 113,180,642	$ 116,180,734
Local option sales taxes	16,941,795	17,832,031	19,698,311	20,944,326
Other taxes and licenses	3,484,388	3,766,292	4,088,743	4,956,253
Unrestricted intergovernmental	1,133,188	1,229,149	2,944,878	2,409,442
Restricted intergovernmental	22,164,613	23,434,166	25,211,479	23,264,655
Permits and fees	3,316,555	3,440,498	3,758,831	4,005,174
Sales and services	9,275,461	10,129,821	9,953,877	10,380,809
Investment earnings	159,171	134,017	115,374	154,756
Other revenue	1,627,789	1,876,791	2,684,426	2,677,309
Total revenues	167,048,777	174,842,151	181,636,561	184,973,458
Expenditures				
General government	10,215,740	9,947,052	10,462,255	11,094,536
Public safety	32,451,639	36,154,948	39,131,213	36,077,101
Central services	11,664,103	11,846,684	12,534,486	14,019,519
Human services	25,051,483	27,045,142	28,229,950	26,531,689
Transportation	373,450	371,421	327,320	340,204
Environmental protection	13,420,533	13,687,085	13,839,188	14,162,219
Culture and recreation	3,654,807	3,841,553	7,456,999	3,842,141
Economic and physical development	6,419,770	6,098,694	6,349,571	5,978,964
Education	36,675,154	37,920,810	37,784,270	38,148,499
Non-County Capital Projects	4,998,600	5,858,111	29,024	2,443,977
Capital Outlay and CIP	2,886,725	4,742,686	14,446,478	15,610,192
Debt Service:				
Principal retirement	9,910,000	9,215,000	10,440,000	11,470,000
Interest and fiscal charges	6,492,027	3,762,911	3,489,128	3,410,271
Total expenditures	164,214,031	170,492,097	184,519,882	183,129,312
Revenues over (under) expenditures	2,834,746	4,350,054	(2,883,321)	1,844,146
Other Financing Sources (Uses)				
Lease liabilities issued	-	-	-	-
Issuance of long-term debt	16,620,000	-	15,135,000	-
Premium on Bonds Issued	1,875,258	-	1,555,597	-
Payment to escrow agent-refunded debt	(16,275,000)	-	(4,670,000)	-
Sale of capital assets	-	-	-	11,640
Transfer from other funds	4,003,845	11,176,286	8,350,111	14,404,200
Transfer to other funds	(4,003,845)	(11,176,286)	(8,350,111)	(14,404,200)
Total other financing sources (uses)	2,220,258	-	12,020,597	11,640
Net change in fund balances	$ 5,055,004	$ 4,350,054	$ 9,137,276	$ 1,855,786
Debt service as a percentage of noncapital expenditures	10.2%	7.8%	8.2%	8.9%

Table 5

Fiscal Year					
2017	**2018**	**2019**	**2020**	**2021**	**2022**
$ 119,820,026	$ 124,318,739	$ 128,233,886	$ 142,572,371	$ 150,243,480	$ 154,831,528
22,464,392	23,986,670	26,288,973	28,320,802	35,085,909	40,769,837
5,087,399	6,006,050	5,774,132	6,350,878	10,521,195	12,265,423
3,498,931	3,767,405	4,769,103	5,431,459	7,078,071	6,886,403
22,515,122	19,901,118	21,995,524	32,231,680	24,658,314	36,895,050
4,250,117	4,865,937	4,908,774	5,306,314	7,061,171	8,219,230
10,723,116	11,045,810	13,353,198	13,230,183	14,771,765	16,944,676
255,505	670,553	2,132,981	1,715,833	131,756	231,741
2,112,102	2,056,327	2,582,637	2,554,942	4,167,343	2,987,789
190,726,710	196,618,609	210,039,208	237,714,462	253,719,004	280,031,677
11,338,308	12,139,032	12,175,158	13,524,217	15,592,028	16,425,130
38,267,043	41,289,717	47,358,290	44,988,092	46,647,714	54,161,251
14,771,649	14,455,791	24,723,421	17,184,713	17,033,291	14,572,003
27,729,000	23,850,729	24,485,819	25,528,144	27,821,773	31,396,356
379,803	385,617	447,953	441,020	138,500	406,881
14,671,053	15,975,013	17,421,701	17,546,077	19,339,779	19,931,643
4,792,096	4,299,750	4,608,817	4,000,827	3,794,200	4,725,278
5,577,280	5,943,733	6,191,937	6,204,188	8,539,906	8,595,031
40,022,567	42,342,658	45,217,658	48,228,674	52,012,772	53,468,602
2,838,329	5,342,674	30,906,415	29,972,597	35,276,278	19,330,096
10,021,208	11,185,550	9,804,969	8,175,317	13,078,450	9,174,283
11,295,000	11,383,292	11,233,460	13,623,305	12,305,000	11,321,729
3,024,355	2,569,088	2,224,964	4,975,026	3,240,524	5,057,723
184,727,691	191,162,644	236,800,562	234,392,197	254,820,215	248,566,006
5,999,019	5,455,965	(26,761,354)	3,322,265	(1,101,211)	31,465,671
-	-	-	-	-	775,921
-	50,460,057	-	-	41,795,000	11,215,000
-	2,995,184	-	-	5,754,033	-
-	-	-	-	-	(10,935,000)
-	-	-	-	-	-
16,883,690	17,208,599	11,581,050	22,380,941	19,177,214	44,637,933
(16,883,690)	(17,208,599)	(8,409,022)	(20,901,388)	(19,177,214)	(44,764,921)
-	53,455,241	3,172,028	1,479,553	47,549,033	928,933
$ 5,999,019	$ 58,911,206	$ (23,589,326)	$ 4,801,818	$ 46,447,822	$ 32,394,604
8.2%	7.8%	5.9%	8.2%	6.4%	6.8%

COUNTY OF BRUNSWICK, NORTH CAROLINA

Assessed Value and Estimated Actual Value of Taxable Property
(amounts expressed in thousands)
Last Ten Fiscal Years

	Real Property		Personal Property		Less:
Fiscal Year Ended June 30	Residential Property	Commercial Property	Motor Vehicles	Other	Tax Exempt Property
2013	18,317,595	4,296,720	989,099	1,885,322	889,727
2014	18,506,731	4,341,085	1,403,046	1,908,353	900,170
2015	18,773,228	4,403,597	1,164,656	1,888,653	903,918
2016	16,775,139	3,934,909	1,275,999	2,075,894	603,427
2017	17,294,479	4,056,730	1,396,251	2,166,088	639,991
2018	17,794,986	4,174,133	1,459,086	2,302,919	666,572
2019	18,382,391	4,311,919	1,600,760	2,396,734	686,539
2020	20,709,084	4,857,686	1,669,005	2,497,353	645,101
2021	21,465,724	5,035,170	2,002,838	2,498,424	657,978
2022	22,200,365	5,207,493	2,139,478	2,650,561	668,144

Source: Annual County Report of Valuation and Property Tax Levies

Note:
A revaluation of real property is required by the North Carolina General Statutes at least every eight years. Real property in Brunswick County is reassessed once every four years. The last revaluation was completed January 2019. The estimated market value is calculated by dividing the assessed value by an assessment-to-sales ratio determined by the State Department of Revenue. The ratio is based on actual property sales which took place during the fiscal year.

Table 6

Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Assessed Value as a Percentage of Actual Value
24,599,009	0.004425	23,857,055	103.11%
25,259,045	0.004425	23,422,705	107.84%
25,326,216	0.004425	23,574,622	107.43%
23,458,514	0.004850	23,681,116	99.06%
24,273,557	0.004850	24,890,850	97.52%
25,064,552	0.004850	26,218,151	95.60%
26,005,265	0.004850	29,183,330	89.11%
29,088,027	0.004850	29,441,323	98.80%
30,344,178	0.004850	32,523,235	93.30%
31,529,753	0.004850	35,845,558	87.96%

COUNTY OF BRUNSWICK, NORTH CAROLINA

Property Tax Rates-Direct and All Overlapping Governments
(Per $100 of Assessed Value)
Last Ten Fiscal Years

	2013	2014	2015	2016
County:				
Brunswick County-wide rate	$ 0.4425	$ 0.4425	$ 0.4425	$ 0.4850
Municipality Rates:				
Village of Bald Head Island	0.5910	0.5910	0.5900	0.6663
Village of Bald Head Island MSD Zone A (4)	0.6718	0.6708	0.6708	0.7471
Village of Bald Head Island MSD Zone B (4)	0.6416	0.6406	0.6406	0.7169
Town of Belville	0.0683	0.0683	0.0683	0.0683
City of Boiling Spring Lakes	0.1700	0.1400	0.1700	0.2100
Town of Bolivia	0.0500	0.0500	0.0500	0.0500
Town of Calabash	0.0875	0.0875	0.0875	0.0875
Town of Carolina Shores	0.1016	0.1016	0.1016	0.1016
Town of Caswell Beach	0.1700	0.1700	0.1700	0.2200
Town of Holden Beach	0.1270	0.1270	0.1270	0.1500
Town of Leland	0.1515	0.1515	0.1515	0.1515
Town of Navassa	0.2000	0.2000	0.2000	0.2000
City of Northwest	0.2100	0.2200	0.2200	0.2400
Town of Oak Island	0.2750	0.2750	0.2750	0.2750
Town of Ocean Isle Beach	0.1300	0.1550	0.1550	0.1875
Town of Sandy Creek	0.3000	0.3000	0.3000	0.3000
Town of Shallotte	0.3500	0.3500	0.3500	0.3500
Town of St. James Plantation	0.0500	0.0500	0.0500	0.0500
City of Southport	0.2456	0.2456	0.2456	0.2456
Town of Sunset Beach	0.1050	0.1050	0.1050	0.1600
Town of Varnamtown	0.0500	0.0500	0.0500	0.0500
Other Districts: (3)				
North Brunswick Sanitary District	na	na	na	na
Southeastern Brunswick Sanitary District	-	-	-	-
Smithville Township	0.0400	0.0400	0.0400	0.0400

Notes:
(1) Property was revalued in January 2011, January 2015 and January 2019
(2) The property tax rates for each of the governments listed above are based on unit-wide tax rates. For each government, certain motor vehicles were taxed at the preceding year's rate.
(3) The North Brunswick Sanitary District has not enacted property taxes as of June 30, 2022.
The Smithville Township is a hospital district. The levy collected is specific for debt retirement and capital improvements.
(4) Municipal Service Districts created to fund beach re-nourishment.

Source : Brunswick County Tax Department.

Table 7

2017	2018	2019	2020	2021	2022
$ 0.4850	$ 0.4850	$ 0.4850	$ 0.4850	$ 0.4850	$ 0.4850
0.6663	0.6663	0.6863	0.6863	0.6863	0.6863
0.7471	0.7471	0.7771	0.7771	0.7771	0.7771
0.7169	0.7169	0.7419	0.7419	0.7419	0.7419
0.0900	0.0900	0.0900	0.0900	0.0900	0.0900
0.2100	0.2100	0.2300	0.2300	0.2300	0.2820
0.0500	0.0500	0.0500	0.0500	0.0500	0.0500
0.0875	0.0875	0.0875	0.0875	0.0875	0.0875
0.1016	0.1016	0.1016	0.1016	0.1016	0.1016
0.2200	0.2400	0.2400	0.2400	0.2400	0.2700
0.2200	0.2200	0.2200	0.2000	0.2000	0.2000
0.1833	0.2100	0.2100	0.2100	0.2100	0.2500
0.2000	0.2000	0.2000	0.2000	0.2300	0.2300
0.2400	0.2400	0.2400	0.2400	0.2400	0.2400
0.2900	0.3100	0.3100	0.2800	0.2800	0.2800
0.1875	0.1875	0.1875	0.1639	0.1639	0.1639
0.2500	0.2500	0.2500	0.2500	0.2500	0.2500
0.3500	0.3500	0.3450	0.3525	0.3525	0.3525
0.0500	0.0500	0.0500	0.0600	0.0600	0.0600
0.2456	0.2956	0.2956	0.2956	0.2956	0.2956
0.1600	0.1600	0.1500	0.1600	0.1600	0.1600
0.0500	0.0500	0.0500	0.0500	0.0500	0.0500
na	na	na	na	na	na
-	-	-	-	-	-
0.0400	0.0400	0.0400	0.0400	0.0400	0.0400

Principal Property Taxpayers
Current Year and Nine Years Ago

		Fiscal Year 2022			Fiscal Year 2013		
Taxpayer	Type of Business	2021 Assessed Valuation	Rank	Percentage of Total Assessed Valuation	2012 Assessed Valuation	Rank	Percentage of Total Assessed Valuation
Duke Energy (1)	Utility	$1,603,228,454	1	5.10%	$ 934,128,814	1	3.80%
Bruns. Electric Membership Corp.	Utility	204,679,381	2	0.65%	180,931,073	3	0.74%
Archer Daniels Midland Company	Industry	118,305,155	3	0.38%	131,391,864	5	0.53%
Red Mountain Timberco LLC	Timber	70,949,278	4	0.23%	92,465,763	8	0.38%
Bald Head Island Ltd	Developer	60,744,948	5	0.19%	128,132,881	6	0.52%
Funston Land and Timber LLC	Timber	44,823,505	6	0.14%	110,295,367	7	0.45%
Wal-Mart Real Estate Business Trust	Retail	39,401,237	7	0.13%	85,631,412	9	0.35%
Piedmont Natural Gas Co. Inc.	Utility	36,138,557	8	0.11%	n/a	n/a	n/a
D R Horton, Inc.	Constructio	29,568,866	9	0.09%	n/a	n/a	n/a
Comet Westgate Owner, LLC	Real Estate	27,318,557	10	0.09%	n/a	n/a	n/a
N.C. Eastern Municipal Power Ag.	Utility	n/a	n/a	n/a	184,838,192	2	0.75%
DAK Americas	Industry	n/a	n/a	n/a	173,827,797	4	0.71%
Andrew Bolnick Trustee	Developer	n/a	n/a	n/a	56,111,412	10	0.23%
Totals		$2,235,157,938		7.11%	$2,077,754,575		8.45%

Notes:
(1) Formerly Progress Energy Carolinas, Inc.

Source: Brunswick County Tax Department

Property Tax Levies and Collections - General Fund
Last Ten Fiscal Years

Fiscal Year Ended June 30	Total Net Tax Levy	Collection Within Fiscal Year of Levy	Percent of Levy Collected	Collections in Subsequent Years	Total Tax Collections	Ratio of Total Tax Collections to Tax Levy	Outstanding Delinquent Taxes	Ratio of Delinquent Taxes to Tax Levy
2013	109,045,695	103,031,401	94.48%	5,927,048	108,958,449	99.9%	87,246	0.1%
2014	112,022,102	106,499,446	95.07%	5,395,142	111,894,588	99.9%	127,514	0.1%
2015	111,987,421	107,298,668	95.81%	4,596,198	111,894,866	99.9%	92,555	0.1%
2016	113,979,053	110,454,040	96.91%	3,433,776	113,887,816	99.9%	91,237	0.1%
2017	117,803,110	115,101,632	97.71%	2,621,321	117,722,953	99.9%	80,157	0.1%
2018	121,658,790	119,535,583	98.25%	2,031,789	121,567,372	99.9%	91,418	0.1%
2019	125,942,283	123,941,110	98.41%	1,886,817	125,827,927	99.9%	114,356	0.1%
2020	141,152,012	138,971,877	98.46%	2,018,903	140,990,780	99.9%	161,232	0.1%
2021	147,236,527	145,779,689	99.01%	1,097,435	146,877,124	99.8%	359,403	0.2%
2022	153,438,978	152,041,522	99.09%	-	152,041,522	99.1%	1,397,456	0.9%

Note: This schedule includes data from only the General Fund countywide property tax levy.

COUNTY OF BRUNSWICK, NORTH CAROLINA

Ratio of Outstanding Debt by Type
Last Ten Fiscal Years

	Governmental Activities					Business-Type Activities
Fiscal Year Ended June 30	General Obligation Bonded	Limited Obligation Bonded	Unamortized Bond Premiums	Installment Loans	Leases	General Obligation Bonded
2013	63,915,000	36,240,000	-	500,000	-	3,760,000
2014	57,895,000	33,120,000	-	425,000	-	3,605,000
2015	50,615,000	40,500,000	1,504,922	350,000	-	3,445,000
2016	42,815,000	36,900,000	1,403,572	280,000	-	3,280,000
2017	35,140,000	33,350,000	1,302,222	210,000	-	3,110,000
2018	77,480,000	29,825,000	4,121,175	471,765	-	2,935,000
2019	69,965,000	26,340,000	3,870,066	238,305	-	2,755,000
2020	60,020,000	22,900,000	3,634,670	-	-	2,570,000
2021	92,075,000	20,335,000	9,025,170	-	-	2,380,000
2022	83,665,000	17,980,000	8,517,785	-	499,192	2,180,000

Notes: Details regarding the county's outstanding debt can be found in the notes to the

(1) State Data Center; projection as of June 30, 2022; annual estimates previous nine
(2) Bureau of Economic Analysis; amounts are for prior calendar year

Business-Type Activities					(2) Ratio	
Revenue Bonds	Unamortized Bond Premiums	SRF Debt & Installment Loans	Leases	Total Primary Government	Debt to Personal Income	(1) Per Capita
97,936,222	-	52,895,869	-	255,247,091	6.2%	2,265
93,122,808	-	48,586,282	-	236,754,090	5.4%	2,050
98,667,778	8,315,899	43,819,260	-	247,217,859	5.1%	2,088
93,560,754	7,777,411	40,052,114	-	226,068,851	4.3%	1,861
88,114,991	7,238,924	34,957,210	-	203,423,347	3.6%	1,628
82,500,667	6,700,436	29,726,839	-	233,760,882	3.8%	1,809
76,741,654	6,161,948	24,430,504	-	210,502,477	3.3%	1,575
295,155,000	30,113,577	19,458,815	-	433,852,062	6.2%	3,155
287,300,000	28,744,914	14,198,968	-	454,059,052	n/a	3,234
278,600,000	27,376,252	10,315,398	1,750,585	430,884,212	n/a	3,002

Ratio of Net General Obligation Bonded Debt to Assessed Value and Net General Obligation Bonded Debt per Capita
Last Ten Fiscal Years

Fiscal Year Ended June 30	Assessed Value (000 omitted)	General Obligation Bonded Debt	Ratio General Obligation Bonded Debt to Assessed Value	(1) Population	General Obligation Bonded Debt per Capita
2013	24,598,580	67,675,000	0.3%	112,685	600.57
2014	25,259,280	61,500,000	0.2%	115,479	532.56
2015	25,326,216	54,060,000	0.2%	118,372	456.70
2016	23,440,904	46,095,000	0.2%	121,479	379.45
2017	24,253,680	38,250,000	0.2%	124,921	306.19
2018	25,056,082	80,415,000	0.3%	129,199	622.41
2019	25,949,786	72,720,000	0.3%	133,610	544.27
2020	29,077,328	62,590,000	0.2%	137,530	455.10
2021	30,326,015	94,455,000	0.3%	140,411	672.70
2022	31,520,343	85,845,000	0.3%	143,549	598.02

Notes:
(1) State Data Center; projection as of June 30, 2022; annual estimates previous nine years

Direct and Underlying Governmental Activities Debt
June 30, 2022

	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Direct and Overlapping Debt
Direct:			
Brunswick County	$ 110,162,785	100%	$ 110,162,785
Underlying Debt:			
Village of Bald Head Island	11,643,509	100%	11,643,509
Town of Belville	670,278	100%	670,278
City of Boiling Spring Lakes	539,999	100%	539,999
Town of Caswell Beach	257,083	100%	257,083
Town of Holden Beach	39,171,637	100%	39,171,637
Town of Leland	15,570,458	100%	15,570,458
Town of Ocean Isle Beach	6,615,000	100%	6,615,000
Town of Saint James	1,666,838	100%	1,666,838
Town of Shallotte	600,000	100%	600,000
City of Southport	1,513,600	100%	1,513,600
Southeast Brunswick Sanitary District	704,000	100%	704,000
Smithville Township	1,825,000	100%	1,825,000
Total Underlying Debt	80,777,402		80,777,402
Total Direct and Underlying Debt	$ 190,940,187		$ 190,940,187

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the County. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Brunswick County. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

COUNTY OF BRUNSWICK, NORTH CAROLINA

Legal Debt Margin Information
Last Ten Fiscal Years

	Fiscal Year			
	2013	**2014**	**2015**	**2016**
Debt limit	$ 1,967,886,412	$ 2,020,742,425	$ 2,026,097,249	$ 1,875,272,335
Total net debt applicable to limit	104,415,000	95,045,000	94,910,000	83,275,000
Legal margin	$ 1,863,471,412	$ 1,925,697,425	$ 1,931,187,249	$ 1,791,997,335
Total net debt applicable to the limit as a percentage of debt limit	5.3%	4.7%	4.7%	4.4%

Fiscal Year					
2017	**2018**	**2019**	**2020**	**2021**	**2022**
$ 1,940,294,365	$ 2,004,486,530	$ 2,075,982,868	$ 2,326,186,232	$ 2,426,081,202	$ 2,521,627,477
71,810,000	110,711,765	99,298,305	85,490,000	114,790,000	103,825,000
$ 1,868,484,365	$ 1,893,774,765	$ 1,976,684,563	$ 2,240,696,232	$ 2,311,291,202	$ 2,417,802,477
3.7%	5.5%	4.8%	3.7%	4.7%	4.1%

Calculation of Legal Debt Margin for Fiscal Year 2022:

Assessed value of taxable property	$ 31,520,343,468
	x 0.08
Debt limit- 8 percent of assessed value	2,521,627,477
Gross debt:	
Total bonded debt	364,445,000
Total limited obligation bonds	17,980,000
Total installment purchases	10,315,398
Gross debt	392,740,398
Less: Water and wastewater revenue bonds & installment purchases	288,915,398
Total amount of debt applicable to debt limit (net debt)	103,825,000
Legal debt margin	$ 2,417,802,477

Note: Under State finance law, Brunswick County's outstanding general obligation debt should not exceed 8 percent of total assessed property value. By law, the general obligation debt subject to the limitation may be offset by amounts set aside for repaying general obligation bonds.

COUNTY OF BRUNSWICK, NORTH CAROLINA

Pledged-Revenue Coverage
Last Ten Fiscal Years

Net Coverage:

Fiscal Year End June 30	Enterprise Funds: Operating Revenue Plus Interest	Enterprise Funds: Operating Expenses Excluding OPEB (Net of Depreciation)	Net Available Revenue	All Enterprise Fund Debt Service: Principal	All Enterprise Fund Debt Service: Interest	All Enterprise Fund Debt Service: Total
2013	62,371,539	18,210,821	44,160,718	8,620,528	6,148,351	14,768,879
2014	43,879,271	20,009,476	23,869,795	9,278,001	6,059,305	15,337,306
2015	45,932,582	19,068,756	26,863,826	9,897,052	6,244,414	16,141,466
2016	50,123,035	22,122,056	28,000,979	10,239,170	5,327,540	15,566,710
2017	51,852,201	24,237,704	27,614,497	10,710,667	5,455,456	16,166,123
2018	57,292,698	25,588,838	31,703,860	11,019,695	5,113,813	16,133,508
2019	58,476,196	28,328,057	30,148,139	11,235,348	4,709,974	15,945,322
2020	66,009,951	29,150,883	36,859,068	11,777,500	4,841,855	16,619,355
2021	70,318,756	31,132,190	39,186,566	13,716,248	5,483,625	19,199,873
2022	85,029,812	31,879,094	53,150,718	12,783,570	5,440,969	18,224,539

Required Coverage:

Fiscal Year Ended June 30	Net Available Revenue	20% Unrestricted Net Position	Total Debt Service	Parity Debt Service	20% Parity Debt Service
2013	44,160,718	10,767,443	14,768,879	12,127,116	2,425,423
2014	23,869,795	9,833,780	15,337,306	12,623,679	2,524,736
2015	26,863,826	9,800,603	16,141,466	13,446,225	2,689,245
2016	28,000,979	10,054,493	15,566,710	12,787,267	2,557,453
2017	27,614,497	9,699,772	16,166,123	13,415,468	2,683,094
2018	31,703,860	10,824,107	16,133,508	13,406,090	2,681,218
2019	30,148,139	12,058,998	15,945,322	13,330,608	2,666,122
2020	36,859,068	12,058,998	16,619,355	13,977,393	2,795,479
2021	39,186,566	13,676,849	19,199,873	16,537,343	3,307,469
2022	53,150,718	12,358,067	18,224,539	15,577,751	3,115,550

Notes:
(1) Water and Wastewater Revenues include investment earnings.
(2) Operating expenses are exclusive of OPEB and net of depreciation and interest expense.
(3) All water and wastewater debt service includes interest and principal of General Obligation Bonds, Revenue Bonds, State loans and other installment debt.

Table 14

Enterprise Fund Parity Debt Service

Principal	Interest	Total	Net Coverage
6,255,074	5,444,209	11,699,283	2.99
7,234,652	5,389,027	12,623,679	1.56
7,827,988	5,618,237	13,446,225	1.66
8,068,932	4,718,335	12,787,267	1.80
8,513,791	4,901,677	13,415,468	1.71
8,795,702	4,610,388	13,406,090	1.97
9,058,912	4,271,696	13,330,608	1.89
9,525,909	4,451,484	13,977,393	2.22
11,406,658	5,130,685	16,537,343	2.04
10,439,848	5,137,903	15,577,751	2.92

Coverage

100% Parity	120% Parity
2.99	3.19
1.56	1.89
1.66	1.95
1.80	2.10
1.71	1.98
1.97	2.26
1.89	2.27
2.22	2.52
2.04	2.35
2.92	3.07

Demographic Statistics
Last Ten Fiscal Years

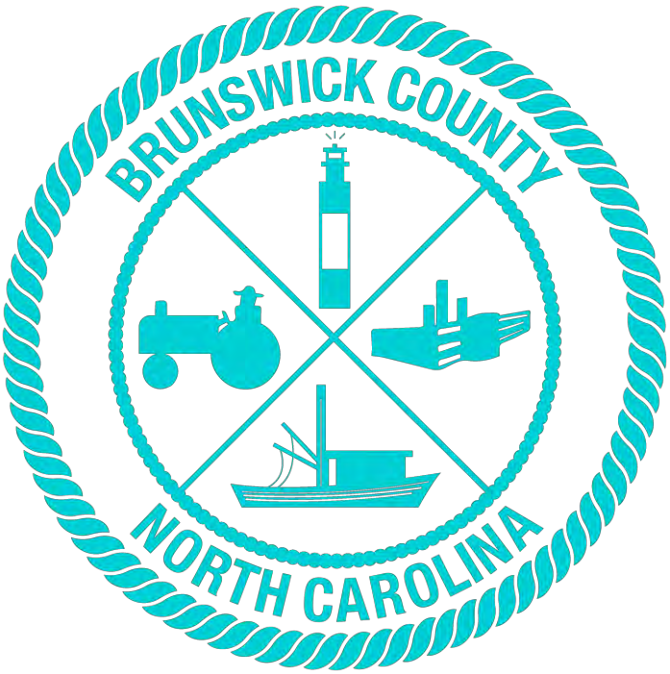
Fiscal Year Ended June 30	(1) Population	(2) Personal Income (in thousands)	(2) Per Capita Income	(1) Median Age	(3) School Enrollment	(4) Unemployment Rate
2013	112,685	4,133,337	36,680	48.8	12,201	9.1%
2014	115,479	4,422,547	38,297	49.2	12,416	6.9%
2015	118,372	4,825,859	40,769	50	12,240	7.1%
2016	121,479	5,279,266	43,458	50.9	12,290	5.8%
2017	124,921	5,649,899	45,228	51.9	12,401	4.8%
2018	129,199	6,099,266	47,208	52.8	12,425	5.0%
2019	133,610	6,452,646	48,295	53.8	12,363	5.3%
2020	137,530	6,979,323	50,748	54.7	12,444	8.3%
2021	140,411	not available	not available	55.5	11,963	6.1%
2022	143,549	not available	not available	56.3	12,484	5.1%

Notes:
(1) State Data Center; projection as of June 30, 2022; annual estimates previous nine years
(2) Bureau of Economic Analysis; figures are for prior calendar year
(3) Brunswick County School System (20th day ADM)
(4) North Carolina Employment Security Commission

Principal Employers
Current Year and Nine Years Ago

Name of Employer	Type of Business	Fiscal Year 2022 Employees	Rank	% Total County Employment	Fiscal Year 2013 Employees	Rank	% Total County Employment
Brunswick County Board of Education	Education	1,939	1	3.51%	1,933	1	3.77%
County of Brunswick	Local Government	1,210	2	2.19%	1,019	2	1.99%
Wal-Mart Associates Inc.	Retail Chain	943	3	1.71%	883	3	1.72%
Duke Energy (Formerly Progress Energy)	Utility	780	4	1.41%	865	4	1.69%
Food Lion LLC	Grocery Chain	720	5	1.30%	455	7	0.89%
Brunswick Novant Medical	Medical Care Facility	700	6	1.27%	500	6	0.98%
Lowe's Food	Grocery Chain	460	7	0.83%	n/a	n/a	n/a
Victaulic	Manufacturing	380	8	0.69%	n/a	n/a	n/a
Brunswick Community College	Education	365	9	0.66%	517	5	1.01%
Lowe's Home Centers	Retail Chain	300	10	0.54%	n/a	n/a	n/a
DAK Americas	Dacron Poly. Fiber	n/a	n/a	n/a	365	8	0.71%
Dosher Memorial	Medical Care Facility	n/a	n/a	n/a	364	9	0.71%
Liberty Healthcare Group	Trade/Transportation	n/a	n/a	n/a	285	10	0.56%
Totals		7,797		14.13%	7,186		14.03%

Source: NC Employment Security Commission; total county employment


BRUNSWICK COUNTY
NORTH CAROLINA

Full-time Equivalent County Government Employees by Function
Last Ten Fiscal Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Function:										
General government	95.5	95	95	95	97	98	100	101	104	105
Public safety	339	362	361	367	379	397	436	451	470	493
Central services	78	79	84	85	86	87	91	91	92	94
Human services	218	220	213	218	217	218	222	223	230	236
Environmental protection	8	7	7	7	7	7	7	8	8	9
Cultural and recreation	39	39	39	39	43	43	45	45	45	46
Economic and physical development	32	27	27	22	22	25	25	27	27	27
Utilities	118.5	118	120	123	127	131	136	146	147	154
Total	928	947	946	956	978	1,006	1,062	1,092	1,123	1,164

Source: County Finance Department

Note: This schedule represents the number of approved permanent FTE's as of June 30, 2022.

Operating Indicators by Function/Program
Last Ten Fiscal Years

	Fiscal Year			
	2013	2014	2015	2016
General Government				
Number of registered voters	81,954	85,047	84,823	91,413
Number of marriage licenses issued	864	903	946	916
Number of tax bills issued excluding motor vehicles	152,792	152,075	153,744	155,864
Law enforcement:				
Civil papers issued	8,863	7,646	8,380	11,301
Offenses reported	5,476	5,122	4,686	5,390
Uniform mileage	2,131,207	1,818,162	1,948,884	2,133,688
Emergency Services:				
Fire Protection:				
Number of calls answered	12,364	15,107	15,131	15,428
Number of inspections conducted	1,009	1,336	1,715	1,643
Emergency Medical Services:				
Number of calls answered	17,214	19,520	20,361	17,338
Number of transports	11,269	12,952	14,093	10,689
Code enforcement/building permits:				
Number of zoning and solid waste violations	540	440	583	613
Number of building permits:				
Single-family	1,517	1,967	1,918	2,077
Commercial	226	226	208	318
Culture and Recreation:				
Number of athletic fields rented	61	63	134	63
Youth recreation:				
Certified coaches	205	238	275	525
Sports teams	103	119	126	182
Participants	3,330	6,922	3,730	3,938
Adult recreation:				
Sports teams	55	48	50	36
Participants	3,700	3,136	2,700	720
Fitness program participants	2,201	1,536	n/a	n/a
Library system total circulation	547,559	539,487	544,822	542,239
Solid waste:				
Waste received (tons per 1,000 population)	864	898	899	966
Ratio of recyclable to total waste received	8.0%	21.7%	22.1%	24.3%
Public Utilities:				
Water customers	34,984	36,028	37,112	38,760
Water average daily treatment (in gallons)	13,385,000	13,628,000	13,558,885	14,138,190
Wastewater customers	12,142	13,841	14,514	15,847
Wastewater average daily treatment (in gallons)	4,250,000	5,202,500	5,764,442	5,995,560
Education:				
Number of teachers	779	795	791	784
Number of students	12,201	12,416	12,240	12,290
Number of charter students	725	769	880	1,002

Sources: Various government departments.

Fiscal Year					
2017	2018	2019	2020	2021	2022
95,047	99,099	100,613	108,464	115,644	123,459
872	918	759	737	885	994
154,982	161,248	158,454	159,583	163,413	164,179
11,823	12,522	11,864	10,159	10,948	11,383
5,414	4,812	5,653	5,739	6,473	6,828
22,248,160	2,380,425	2,366,513	2,476,215	2,647,354	2,809,139
18,508	19,029	25,073	23,266	18,631	22,304
1,512	2,211	2,590	3,416	6,922	9,778
17,889	18,242	19,866	23,348	23,915	24,664
11,047	11,069	10,999	11,695	12,492	12,838
319	421	482	515	507	706
2,336	2,584	2,512	2,516	3,739	4,135
321	450	251	202	177	215
75	83	68	19	n/a	57
248	198	267	120	128	402
195	177	165	101	64	187
3,145	3,029	3,120	1,404	680	2,067
46	40	43	20	7	9
1,748	1,520	1,830	400	140	180
n/a	n/a	n/a	n/a	n/a	n/a
545,216	544,130	551,271	423,790	445,365	422,991
966	957	1,233	1,022	1,099	1,199
22.0%	20.4%	18.4%	24.0%	21.3%	19.5%
40,101	41,557	42,934	44,583	47,127	50,095
15,024,000	15,277,210	15,860,783	16,417,474	16,969,860	17,489,000
16,579	17,719	18,816	19,825	21,474	23,624
5,645,539	6,162,226	7,062,559	6,819,022	7,673,922	7,327,762
803	824	816	793	808	823
12,401	12,425	12,363	12,444	12,212	12,524
1,093	1,199	1,274	1,303	1,486	1,499

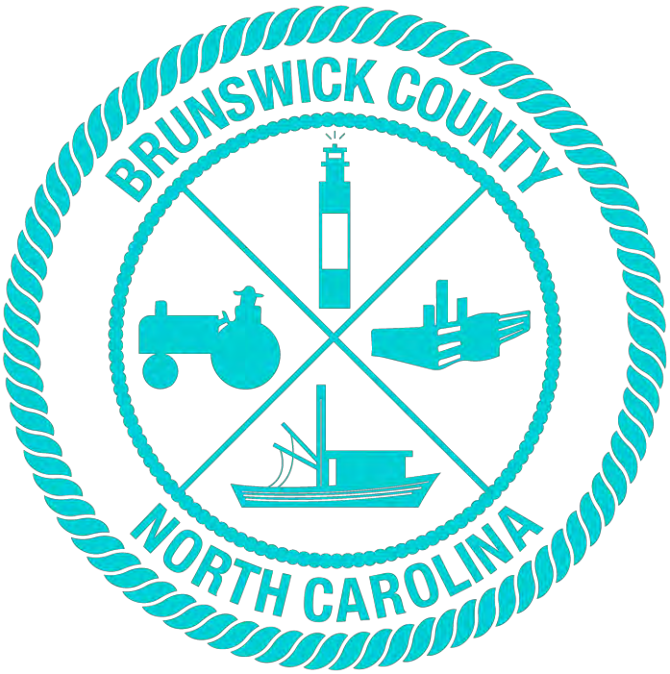
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

	Fiscal Year			
	2013	**2014**	**2015**	**2016**
Law enforcement:				
Sheriff stations	15	15	13	10
Deputy patrol units	51	50	50	50
Detention center capacity	440	440	440	440
Emergency services:				
Rescue stations	9	9	9	9
EMS vehicles	15	16	21	21
Culture and recreational:				
Community centers	7	7	5	5
Parks	13	13	13	13
Libraries (branches)	5	5	5	5
Public Utilities:				
Miles of water mains	980	999	1,013	1,029
Maximum daily water capacity (in gallons)	30,000,000	30,000,000	30,000,000	30,000,000
Miles of wastewater mains	521	547	550	569
Maximum daily wastewater capacity (in gallons)	10,130,000	10,955,000	10,855,555	10,855,555
(1) Education:				
Number of schools	19	19	19	19
Number of charter schools	1	1	2	2
Community colleges	1	1	1	1

Sources: Various government departments.

Table 19

Fiscal Year					
2017	**2018**	**2019**	**2020**	**2021**	**2022**
5	5	5	5	5	5
57	57	60	60	60	60
440	440	440	440	440	440
9	9	9	8	8	8
21	22	25	25	27	27
5	4	4	4	4	4
13	13	13	13	13	13
5	5	5	5	5	5
1,044	1,053	1,066	1,097	1,113	1,128
30,000,000	30,000,000	30,000,000	30,000,000	30,000,000	30,000,000
581	593	599	623	645	660
10,855,555	10,855,555	10,855,555	10,855,555	10,855,000	10,855,000
19	19	19	19	20	20
2	2	2	2	2	2
1	1	1	1	1	1


BRUNSWICK COUNTY
NORTH CAROLINA

MARTIN ♦ STARNES
& ASSOCIATES, CPAs, P.A.
"A Professional Association of Certified Public Accountants and Management Consultants"

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

Board of Commissioners
Brunswick County
Bolivia, North Carolina

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards),* the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Brunswick County, North Carolina, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated October 31, 2022. Our report includes a reference to other auditors who audited the financial statements of the Brunswick County Board of Alcoholic Control, as described in our report on Brunswick County's financial statements. The financial statements of the Brunswick County Board of Alcoholic Control, the Brunswick County Airport Commission, and the Brunswick County Tourism Development Authority were not audited in accordance with *Government Auditing Standards*, and accordingly, this report does not include reporting on internal control over financial reporting or instances of reportable non-compliance associated with the Brunswick County Board of Alcoholic Control, the Brunswick County Airport Commission, or the Brunswick County Tourism Development Authority.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Brunswick County's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Brunswick County's internal control. Accordingly, we do not express an opinion on the effectiveness of Brunswick County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Brunswick County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P. A.
Hickory, North Carolina
October 31, 2022

MARTIN ♦ STARNES
& ASSOCIATES, CPAs, P.A.
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Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance and the State Single Audit Implementation Act

Independent Auditor's Report

Board of Commissioners
Brunswick County
Bolivia, North Carolina

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Brunswick County, North Carolina's, compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* and the *Audit Manual for Governmental Auditors in North Carolina*, issued by the Local Government Commission, that could have a direct and material effect on each of Brunswick County's major federal programs for the year ended June 30, 2022. Brunswick County's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings, Responses, and Questioned Costs.

In our opinion, Brunswick County complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Brunswick County and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Brunswick County's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to Brunswick County's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material non-compliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Brunswick County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material non-compliance when it exists. The risk of not detecting material non-compliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Non-compliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Brunswick County's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act we:

- exercise professional judgment and maintain professional skepticism throughout the audit;
- identify and assess the risks of material non-compliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Brunswick County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances;
- obtain an understanding of Brunswick County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and the State Single Audit Implementation Act, but not for the purpose of expressing an opinion on the effectiveness of Brunswick County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, non-compliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is reasonable possibility that material non-compliance with a type of compliance requirement of a federal

program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina
October 31, 2022

MARTIN ♦ STARNES
& ASSOCIATES, CPAs, P.A.
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Report on Compliance for Each Major State Program and Report on Internal Control Over Compliance Required by Uniform Guidance and the State Single Audit Implementation Act

Independent Auditor's Report

Board of Commissioners
Brunswick County
Bolivia, North Carolina

Report on Compliance for Each Major State Program

Opinion on Each Major State Program

We have audited Brunswick County, North Carolina's, compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* and the *Audit Manual for Governmental Auditors in North Carolina*, issued by the Local Government Commission, that could have a direct and material effect on each of Brunswick County's major state programs for the year ended June 30, 2022. Brunswick County's major state programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings, Responses, and Questioned Costs.

In our opinion, Brunswick County complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major state programs for the year ended June 30, 2022.

Basis for Opinion on Each Major State Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Brunswick County and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our opinion on compliance for each major state program. Our audit does not provide a legal determination of Brunswick County's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to Brunswick County's state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material non-compliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Brunswick County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material non-compliance when it exists. The risk of not detecting material non-compliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Non-compliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Brunswick County's compliance with the requirements of each major state program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act, we:

- exercise professional judgment and maintain professional skepticism throughout the audit;
- identify and assess the risks of material non-compliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Brunswick County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances;
- obtain an understanding of Brunswick County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and the State Single Audit Implementation Act, but not for the purpose of expressing an opinion on the effectiveness of Brunswick County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, non-compliance with a type of compliance requirement of a state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material non-compliance with a type of compliance requirement of a state program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or combination of deficiencies, in internal over compliance with a type

of compliance requirement of a state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina
October 31, 2022

BRUNSWICK COUNTY, NORTH CAROLINA

SCHEDULE OF FINDINGS, RESPONSES, AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2022

1. Summary of Auditor's Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance to GAAP	Unmodified
Internal control over financial reporting:	
• Material weakness(es) identified?	No
• Significant deficiency(s) identified?	None reported
Non-compliance material to financial statements noted?	No

Federal Awards

Internal control over major federal programs:	
• Material weakness(es) identified?	No
• Significant deficiency(s) identified?	None reported
Type of auditor's report issued on compliance for major federal programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No

Identification of major federal programs:

Federal Program	AL #
Medicaid Cluster	93.778
Covid-19 Coronavirus State and Local Recovery Funds	21.027
Temporary Assistance for Needy Families	93.558
Social Services Block Grant	93.667

Dollar threshold used to distinguish between Type A and Type B Programs	$839,056
Auditee qualified as low-risk auditee?	No

BRUNSWICK COUNTY, NORTH CAROLINA

SCHEDULE OF FINDINGS, RESPONSES, AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2022

State Awards

Internal control over major state programs:

• Material weakness(es) identified?	No
• Significant deficiency(s) identified?	None reported
Type of auditor's report issued on compliance for major state programs	Unmodified
Any audit findings disclosed that are required to to be reported in accordance with the State Single Audit Implementation Act?	No

Identification of major state programs:

State Aid to Airports
Medicaid Cluster

2. Financial Statements Findings

None reported.

3. Federal Award Findings, Responses, and Questioned Costs

None reported.

4. State Award Findings, Responses, and Questioned Costs

None reported.

BRUNSWICK COUNTY, NORTH CAROLINA

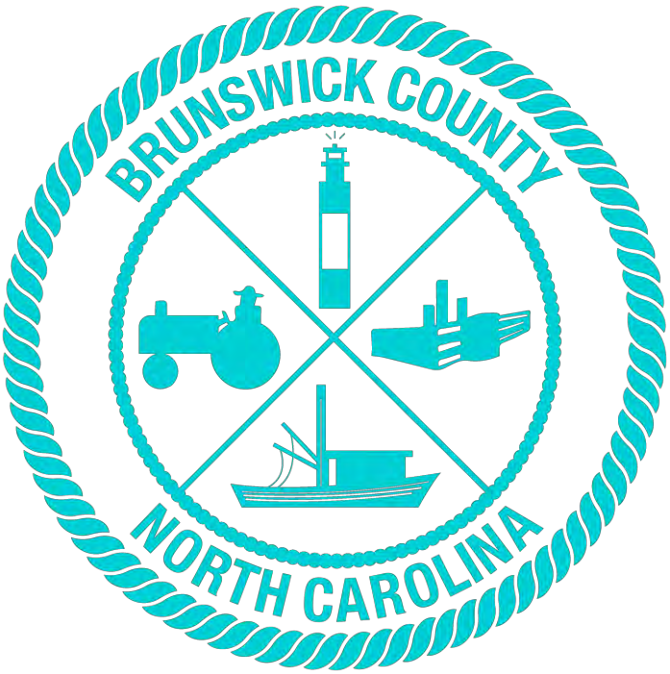
SUMMARY SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2022

Finding: **2021-001**

Status: Corrected.

Finding: **2021-002**

Status: Corrected.


BRUNSWICK COUNTY
NORTH CAROLINA

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
FOR THE YEAR ENDED JUNE 30, 2022

Grantor/Pass-through Grantor/Program Title	Federal Assistance Listing No.	State Pass-through Grantor's Number	Fed. (Direct & Pass-through) Expenditures	State Expenditures	Pass-through to Subrecipients
Federal Awards:					
U.S. Department of Agriculture					
Passed-through N.C. Department of Health and Human Services:					
Division of Social Services:					
SNAP Cluster					
State Administrative Matcing Grant for the Supplemental Nutrition Assistance Program - Administration	10.561	205NC406S2514	965,461	-	-
Covid 19 -Nutrition Assistance Program - FNS ARPA Funds	10.561		88,733	-	-
Nutrition Assistance Program - FNS CAA Funds	10.561		32,590	-	-
State Administrative Matcing Grant for the Supplemental Nutrition Assistance Program Fraud - Administration	10.561	205NC406S2514	46,815	-	-
Total SNAP Cluster:			1,133,599	-	-
Division of Public Health					
Administration:					
WIC Special Supplement Nutrition Program for Women, Infants and Children	10.557	13A2 5403 4V, 13A2 5403 GA, 13A2 5403 GB, 13A2 5403 GC, 13A2 5404 4V, 13A2 5404 GA, 13A2 5404 GB, 13A2 5404 GC, 13A2 5405 4V, 13A2 5405 GA, 13A2 5405 GB, 13A2 5405 GC, 13A2 5409 4V, 13A2 5409 GA, 13A2 5409 GB, 13A2 5409 GC, 13A2 5416 4V, 13A2 5416 GA, 13A2 5416 GB, 13AC 5416 GC, 13A2 570C JQ, 13A2 570D JQ, 13A2 570E JQ, 13A2 570F JQ	538,541	-	-
Direct Program:					
Emergency Watershed Protection Program	10.923	NR204532XXXXC037	134,398	-	-
Emergency Watershed Protection Program	10.923	NR204532XXXXC038	138,851	-	-
Total U.S. Department of Agriculture			1,945,389	-	-
U.S. Department of Interior					
Payment in Lieu of Taxes (PILT)	15.226		4,428	-	-
U.S. Department of Health and Human Services					
Adminsitration for Children and Families					
Passed-through the N.C. Department of Health and Human Services					
Division of Social Services					
Refugee and Entrant Assistance Cluster (Note 3)					
Refugee and Entrant Assistance State/Replacement Designee Administered Program	93.566	2002NCRCMA	1,564	-	-
Total Refugee and Entrant Assistance Cluster			1,564	-	-
Temporary Assistance for Needy Families (TANF)					
Division of Public Health					
Temporary Assistance for Needy Families (TANF)	93.558	G2101NCTANF, G2201NCTANF	10,687		-
Division of Social Services					
Temporary Assistance for Needy Families - Work First Administration	93.558	G2101NCTANF, G2201NCTANF	120,433		-
Temporary Assistance for Needy Families - Work First Service	93.558	G2101NCTANF, G2201NCTANF	485,462		-
Total TANF			616,582	-	-
Division of Social Services					
Child Support Enforcement - IV-D Administration	93.563	2002NCCES	1,127,127	-	-
Child Support Enforcement - IV-D Offset Fees - Federal	93.563	2002NCCES	3,524	-	-
Child Support Enforcement - IV-D Offset Fees - ESC	93.563	2002NCCES	10	-	-
Low Income Home Energy Assistance	93.568	G21B1NCLIEA, G22B1NCLIEA	901,509	-	-
Low Income Home Energy Assistance - Administration	93.568	G21B1NCLIEA, G22B1NCLIEA	70,303	-	-
Low Income Home Energy Assistance - Crisis Intervention Payments	93.568	G21B1NCLIEA, G22B1NCLIEA	245,568	-	-
Coivd-19 - Low Income Home Energy Assistance - ARPA	93.568	2101NCE5C6	688,354	-	-
Covid-19 - Low Income Home Energy Assistance - ARPA ADM	93.568	2101NCE5C6	89,488	-	-
Covid-19 - Low Income Home Energy Assistance - COV19 ADM	93.568	2101NCE5C6 -3	9,443	-	-
Low Income Home Energy Assistance - LIHWAP Admin	93.568	2101NCE5C6	39,395		
Low Income Home Energy Assistance - LIHWAP CAA	93.568	2101NCE5C6	142,225		
Special children Adoption Fund Cluster (Note 3)					
Stephanie Tubbs Jones Child Welfare Services Program	93.645	G2001NCCWSS, G2101NCCWSS	42,713	-	-
MaryLee Allen Promoting Safe and Stable Families Program	93.556	2001NCFPCV, 2001NCFPSS, 2101NCFPSS	53,817	-	-
Total Special children Adoption Fund Cluster			96,530		
Division of Social Services-cont.					
Social Services Block Grant - Other Services and Training	93.667	G2101NCSOSR, G2201NCSOSR	266,457	-	-
Social Services Block Grant -In-Home Services	93.667	G2101NCSOSR, G2201NCSOSR	2,195	-	-
Social Services Block Grant - In-Home Services over 60	93.667	G2101NCSOSR, G2201NCSOSR	7,785	-	-
Social Services Block Grant - Adult Day Care over 60	93.667	G2101NCSOSR, G2201NCSOSR	8,769	13,656	-
John H Chafee Foster Care Program for Sucessful Transition to Adulthood	93.674	G2001NC1420, G2101NC1420	17,194	4,298	-

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
FOR THE YEAR ENDED JUNE 30, 2022

Grantor/Pass-through Grantor/Program Title	Federal Assistance Listing No.	State Pass-through Grantor's Number	Fed. (Direct & Pass-through) Expenditures	State Expenditures	Pass-through to Subrecipients
Federal Awards:					
Foster Care, Adoption and Guardianship Assistance Program (Note 3)					
Adoption Assistance - Administration					
Adoption Assistance - IV-E Adoption Training	93.659	2002NCADPT	-	-	-
Adoption Assistance - IV-E Adoption/Off Training	93.659	2002NCADPT	20,335	-	-
Adoption Assistance - IV-E Optional Adoption Training	93.659	2002NCADPT	156	-	-
Foster Care Title IV-E Administration Foster Care	93.658	2002NCADPT	123,075	35,942	-
Foster Care Title IV-E - Child Protective Services	93.658	2002NCADPT	159,215	57,048	-
Foster Care Title IV-E - Foster Care Training	93.658	2002NCADPT	3,214	-	-
Foster Care Title IV-E - Foster Care/Off Training	93.658	2002NCADPT	557,813	-	-
Direct Benefit Payments					
Foster Care Title IV-E - IV-E Administration County Paid to CCI	93.658	2002NCADPT	152,304	76,152	-
Foster Care Title IV-E - IV-E Foster Care	93.658	2002NCADPT	215,095	43,417	-
Foster Care Title IV-E - IV-E Foster Care & Extended Max	93.658	2002NCADPT	12,703	4,223	-
Foster Care Title IV-E Max Level III	93.658	2002NCADPT	5,602	-	-
Total Foster Care, Adoption and Guardianship Assistance Program (Note 3)			1,249,512	216,782	-
Direct Benefit Payments					
John H Chafee Foster Care Program for Sucessful Transition to Adulthood	93.674	2002NCCILP	31,222	-	-
Subsidized Child Care Cluster (Note 3)					
Child Care Development Fund Cluster					
Division of Social Services					
Child Care Mandatory and Matching Funds of the Child Care and Development Fund - Administration	93.596	2002NCCCDDF	184,070	-	-
Total Child Care Development Fund Cluster/Subsidized Childcare Cluster			184,070	-	-
Centers for Medicare and Medicaid Services					
Passed-through the N.C. Department of Health and Human Services					
Centers for Medicare and Medicaid Services					
Medicaid Cluster:					
Administration:					
Medical Assistance Program - Adult Care Home Case Management Special	93.778	XIX-MAP 22	41,771	1,092	-
Medical Assistance Program - Medical Assistance Claim	93.778	XIX-MAP 22	37,966	-	-
Medical Assistance Program - Medical Assistance Administration	93.778	XIX-MAP 22	2,988,819	-	-
Medical Assistance Program - Medical Transportation Administration	93.778	XIX-MAP 22	212,043	-	-
Medical Assistance Program - State County Special Assistance	93.778	XIX-MAP 22	27,979	-	-
Total Medicaid Cluster			3,308,578	1,092	-
Children's Health Insurance Program-N.C. Health Choice	93.767	CHIP 22	61,737	3,017	-
Centers for Disease Control and Prevention					
Passed-through the N.C. Department of Health and Human Services					
Division of Public Health					
Public Health Emergency Preparedness	93.069	1264 2680 ER, 1264 1680 EQ	27,262	-	-
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116	1460 2720 NF	50	-	-
Immunization Cooperative Agreements	93.268	1331 631C EJ	17,314	-	-
Passed-through the NC Cooperative Agreement for Emergency Response: Public Health					
COVID-19 - Public Health Emergency Response: Cooperative Agreement for Emergency Reponse	93.354	1332 535A YM CDC-RFA-TP18-1802 619 COVID-19 Crisis Response, 620AA	102,783	-	-
Covid-19 - Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323	1332 892A L5 - 361 ELC Reopening Schools SH Liaison	15,619	-	-
Covid-19 - Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323	1175 883A P5 - 543 ELC Enhancing Detection Activities	474,420	-	-
Division of Public Health-cont.					
Covid-19 - Immunization Cooperative Agreement	93.268	1331 6315 LD 1331 639B P7	291,816	-	-
Preventative Health and Health Services Block Grant	93.991	CDC-RFA-IP19-1901 716 CDC COVID-19 1261 5503 PH	30,607	-	-
Cancer Prevention & Control Programs for State, Territorial and Tribal Organizations	93.898	1320 310D D7 1320 310E D7	36,750	-	-
Sexually Transmitted Diseases (STD) Prevention and Control Grants	93.977	1311 4631 NB	100	-	-
Health Resources and Service Administration					
Passed-through N.C. Department of Health and Human Services					
Division of Public Health					
Maternal and Child Health Services Block Grant to the States	93.994	1271 5318 AR, 1271 5351 AR, 1271 5745 AR, 13A1 5735 AP, 13A1 5740 AP	41,913	13,653	-
Office of Assistant Secretary for Health					
Passed-through N.C. Department of Health and Human Services					
Family Planning Services	93.217	13A1 5900 AP	54,194	-	-
Total Passed-through N.C. Department of Health and Human Services			10,261,969	252,498	-

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
FOR THE YEAR ENDED JUNE 30, 2022

Grantor/Pass-through Grantor/Program Title	Federal Assistance Listing No.	State Pass-through Grantor's Number	Fed. (Direct & Pass-through) Expenditures	State Expenditures	Pass-through to Subrecipients
Federal Awards:					
Substance Abuse and Mental Health Services Administration					
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	1H79TI081046-03, 04	428,186	-	-
Total U.S. Department of Health and Human Services			10,690,155	252,498	-
U.S. Department of Environmental Protection Agency					
Passthrough from North Caraolina Department of Environmental Quality					
Capitalization Grants for Drinking Water State Revolving Fund Cluster	66.468	H-SRF-F-21-2017/WIF2017	23,395	-	-
Capitalization Grants for Drinking Water State Revolving Fund Cluster Total			23,395	-	-
Capitalization Grants for Clean Water State Revolving Fund Cluster	66.458	SRP-W-0186	192,903	-	-
Capitalization Grants for Clean Water State Revolving Fund Cluster Total			192,903	-	-
Total U.S. Department of Environmental Protection Agency			216,298	-	-
U.S. Department of Housing and Urban Development					
Housing Voucher Cluster					
Administration					
Section 8 Housing Choice Voucher Program	14.871		282,132	-	-
Direct Benefits					
Section 8 Housing Choice Voucher Program	14.871		1,982,743	-	-
Covid-19					
Seciton 8 Housing Choice Voucher Program	14.871		87,678	-	-
Total Housing Voucher Cluster			2,352,553	-	-
Total U.S. Department of Housing and Urban Development			2,352,553	-	-
U.S. Department of Justice					
Office of Justice Programs					
Edward Byrne Memorial Justice Assistance Grant Program	16.738	15PBJA-21-GG-00278-JAGX	5,799	-	-
Total U.S. Department of Justice			5,799	-	-
U.S. Department of Treasury					
Covid-19 - Coronavirus State and Local Fiscal Recovery Fund	21.027	OMB No. 1505-0271	12,536,208	-	-
U.S. Department of Homeland Security					
Passed-through N.C. Department of Public Safety:					
Division of Emergency Management					
Disaster Grants-Public Assistance(Presidentially Declared Diaster)	97.036	FEMA-4487-DR-NC	6,301	-	-
Port Security Grant Program	97.056	EMW-2018-PU-00305-S01	1,689	-	-
Total U.S. Department of Homeland Security			7,990	-	-
Department of Transportation					
Passed-through N.C. Department of Transportation					
Highway Safety Cluster					
State and Community Highway Safety - GHSP-National Highway Traffic Safety Administration	20.600	PT-22-06-35/GHSP2022	12,330	-	-
Total Highway Safety Cluster			12,330	-	-
Passed-through N.C. Department of Transportation					
COVID-19 Airport Improvement Program - CARES Act	20.106	36237.45.18.3	59,000	-	-
Total U.S. Department of Transportation			71,330	-	-
U.S. Department of Defense-Army Corps of Engineers					
Navagation Projects - Mosquito Control Project (AIWW Contract)	12.107	W912PM-21-P-0038	138,393	-	
Total U.S. Department of Defense			138,393	-	-
Total Federal Assistance			27,968,543	252,498	-
State Grants:					
N.C. Department of Administration					
Veterans Service		NCDMVA2022	-	2,109	-
Total N.C. Department of Administration			-	2,109	-
N.C. Department of Agriculture and Consumer Services					
Division of Soil and Water Consevation					
Watershed Restoration Project -Governmental 19-091-4056			-	44,213	-
Watershed Restoration Project -Governmental 19-091-4020			-	45,757	-
Total N.C. Department of Agriculture and Consumer Services			-	89,970	-

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
FOR THE YEAR ENDED JUNE 30, 2022

Grantor/Pass-through Grantor/Program Title	Federal Assistance Listing No.	State Pass-through Grantor's Number	Fed. (Direct & Pass-through) Expenditures	State Expenditures	Pass-through to Subrecipients
State Grants:					
N.C. Department of Health and Human Services					
Division of Social Services					
Administration					
Energy Assist Private Grants			-	4,532	-
St. Child Welfare/CPS/CS LD			-	128,824	-
AFDC Incent/Prog-Integrit			-	680	-
Direct Benefit Payments					
FC At Risk Maximazation			-	1,852	-
SFHF Maximization			-	105,026	-
CWS Adopt Subsidy & Vendor Guard			-	112,909	-
Extended FC/Max Non IV-E			-	49,258	-
Covid-19 - APS/CPS Assessments - COVID			-	450	-
State Foster Home			-	137,325	-
Division of Public Health					
Food and Lodging Fees		1153 4752 SZ	-	33,777	-
PH Capacity Building		1161 4110 00	-	90,261	-
Healthy Communities		1261 5503 00	-	3,747	-
Public Health Pest Management		1153 4801 00	-	15,128	-
General Communicable Disease Control		1175 4510 00	-	13,292	-
Breast and Cervical Cancer Programs		1320 5599 00	-	30,550	-
Child Health		1270 5745 00	-	1,764	-
Family Planning State		13A1 5735 00	-	34,456	-
Maternal Health (HMHC)		13A1 5740 00	-	29,851	-
Women's Health Service Fund		13A1 6016 FR	-	9,947	-
HIV/STD State		1311 4536 RQ, 1311 4536 RR, 1311 4601 RQ, 1311 4601 RR	-	944	-
Tuberculosis		1460 4551 00	-	4,595	-
School Nurse Funding Initiative		1332 5358 00	-	150,000	-
Total N.C. Department of Health and Human Services			-	959,168	-
N.C. Department of Environmental Quality					
Soil and Water Technical Assistance		18-024-4070	-	22,677	-
Soil and Water - State Aid		21-035-4066	-	3,600	-
Community Waste Reduction and Recycling Grant 2021		CW20895	-	17,204	-
Total N.C. Department of Environmental Quality			-	43,481	-
N.C. Department of Public Safety					
NC Tier II Grant		Grant T2-2019, MOA 1908	-		-
Juvenile Crime Prevention Council Programs			-	242,486	171,861
Total N.C Department of Public Safety			-	242,486	171,861
N.C. Dept. of Public Instruction					
Public School Building Capital Fund (Lottery)			-	860,863	-
Total N.C. Department of Public Instruction			-	860,863	-
N.C. Office of State Budget & Management					
State Capital and Infrastructure Funds (SCIF)		Contract 20071		300,000	
NC Grants in Aid - Register of Deeds Grant Program		Contract 2007RD1	-	2,000	-
Total N.C. Office of State Budget & Management			-	302,000	-
N.C. Department of Transportation					
State Aid to Airports Update ALP and Exhibit A	DOT-8	36244.58.8.2	-	33,069	-
State Aid to Airports - Corporate Hanger	DOT-8	36244.58.12.2	-	105,961	-
State Aid to Airports - West Apron Expansion	DOT-8	36244.58.13.1	-	2,931,718	-
Rural Operating Assistance Program Cluster					
ROAP Elderly and Disabled Transportation Assistance Program	DOT-CL	36220.10.9.1	-	110,642	-
ROAP Employment Transportation Assistance Program	DOT-CL	36236.11.8.1	-	31,285	-
ROAP Rural General Public Program (RGP)	DOT-CL	36228.22.9.1	-	103,954	-
Total Rural Operating Assistance Program Cluster			-	245,881	-
Total N.C. Department of Transportation			-	3,316,629	-
N.C. Department of Cultural and Natural Resources					
Division of State Library					
Aid to Public Libraries		FY 2022	-	147,378	-
Total N.C. Department of Cultural and Natural Resources			-	147,378	-
Total State Assistance			-	5,964,084	171,861
Total Assistance			$ 27,968,543	$ 6,216,582	$ 171,861

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
FOR THE YEAR ENDED JUNE 30, 2022

Notes to the Schedule of Expenditures of Federal and State Financial Awards:

1. Basis of Presentation

   The accompanying schedule of expenditures of federal and state awards (SEFSA) includes the federal and state grant activity of Brunswick County under the programs of the federal government and the State of North Carolina for the year ended June 30, 2022. The information in this SEFSA is presented in accordance with the requirements of Title II US Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Award and the State Single Audit Implementation Act. Because the SEFSA presents only a selected portion of the operations of Brunswick County, it is not intended to and does not present the financial position, changes in net position or cash flows of Brunswick County.

2. Summary of Significant Accounting Policies

   Expenditures reported in the SEFSA are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Brunswick County has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

3. The following are clustered by the NC Department of Health and Human Services and are treated separately for state audit requirement purposes: Subsidized Child Care, Foster Care, Adoption, and Guardianship Assistance Progam, Refugee and Entrant Cluster, Special Children Adoption Fund Cluster.

BRUNSWICK COUNTY
FINANCE DEPARTMENT

910-253-2000

brunswickcountync.gov

finance@brunswickcountync.gov

BRUNSWICK COUNTY
ANNUAL COMPREHENSIVE FINANCIAL REPORT

2022

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # VII. - 1.

From:
Michael Slate

Code Administration - Appropriation of Revenue for 2 Commercial Plan Reviewers and Equipment

Issue/Action Requested:
Request that the Board of Commissioners appropriate permit fee revenues to hire two additional Commercial Plan Reviewers and associated equipment (laptops, large monitors, desks) totaling $135,000.

Background/Purpose of Request:
Due to the continued growth of the county, it is necessary to add two full-time Plan Reviewers to our staff to meet the current and immediate future demand. As of September, we have already exceeded the total number of new commercial building permits issued in 2021 and have seen year-over-year growth in this category for several years.
In addition to the increase in the number of new commercial projects, we are also seeing an increase in size and complexity of commercial projects being submitted (such as multi-building apartment complexes and shopping centers).
It is also important to consider that Plan Reviewers also review plans for projects that are not new commercial buildings. Some of these are Cell Towers, Generators, Solar Panels, Solar Farms, Signs and Billboards, Public Utility Lift Stations, Water Treatment Equipment, and Hospital Medical Equipment, while also and helping walk-ins to research and review code compliance related issues.
Despite our efforts to maintain a high service level with our current staff, we are unable to meet the demands of the current development environment, and do not project that the demands will decrease significantly in the near future. Due to the increasing volume and complexity of commercial projects being submitted, our current staff are unable process them within an acceptable timeframe which also leads to a growing backlog to be reviewed. The approval of two new positions will allow us to better respond to our residents and development community, as well as reduce the workload on our current staff which will help avoid recruitment and retention issues within the department. These additional Plan Reviewers will also help us accomplish two of our FY ’23 goals in obtaining optimal staffing and providing faster approval times from application to issuance.

Permitting revenue also continues to increase. Code Administration generated $3,944,087 in revenue from January through September 2021. This year we have generated $4,328,326 in the same period, an increase of 9.7%. We project $5.7MM in revenue for this calendar year compared to $5.3MM in calendar year 2021.

Based on our current trajectory, we have the revenue to cover the costs associated with this request. If project submittals decline, or there are significant market changes that reduce permit revenues, the Department will either have to fund the operational expenses of the Department out of the general fund or we will have to make the necessary staffing adjustments to reduce our operating expenses. Staff will keep the Board aware of any significant revenue changes to determine the best path forward if that situation were to occur.

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Amendment appropriates Building Inspections revenue of $135,000 for the mid-year addition of 2 commercial plan reviewer positions ($124,200) and associated equipment ($10,800).

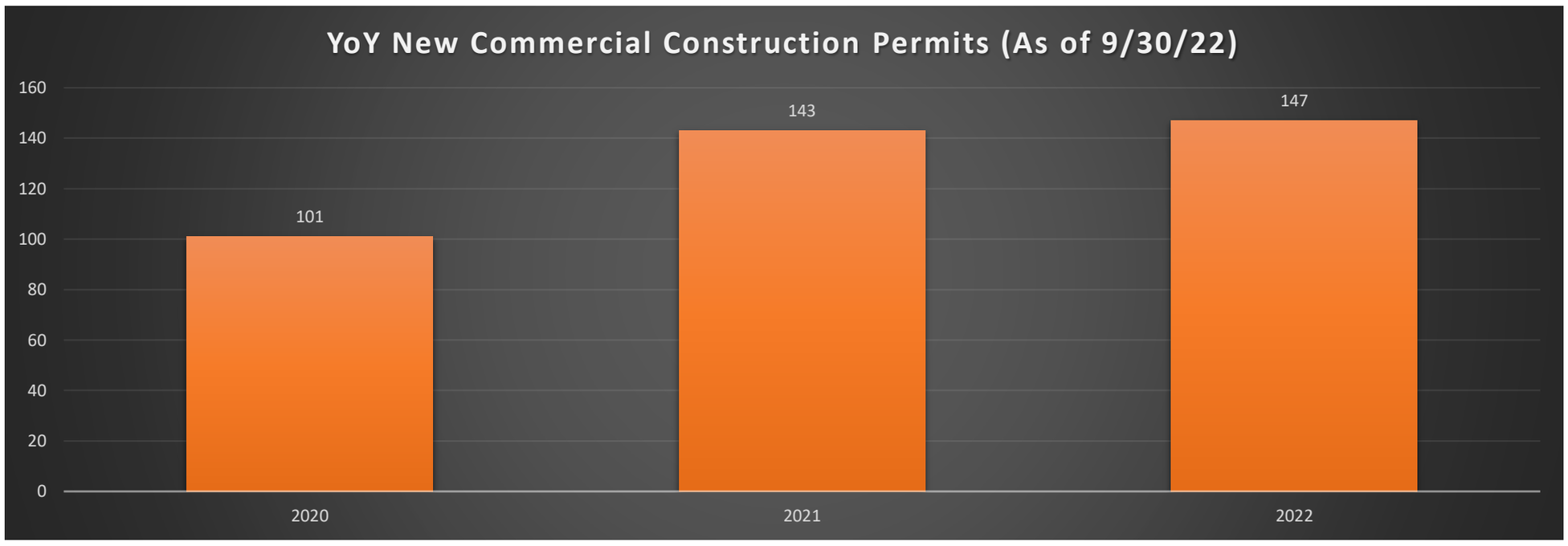
Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners appropriate permit fee revenues to hire two additional Commercial Plan Reviewers and associated equipment (laptops, large monitors, desks) totaling $135,000.

ATTACHMENTS:

Description

- Plan Review Data
- Budget Amendment


YoY New Commercial Construction Permits (As of 9/30/22)
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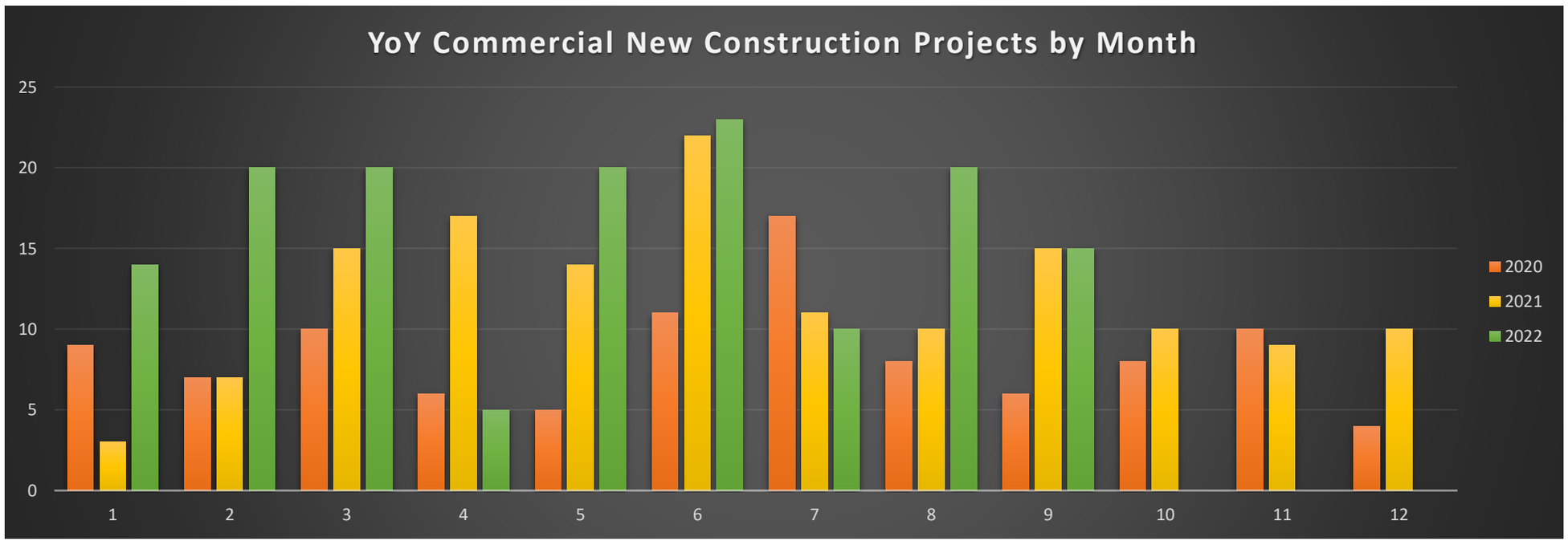
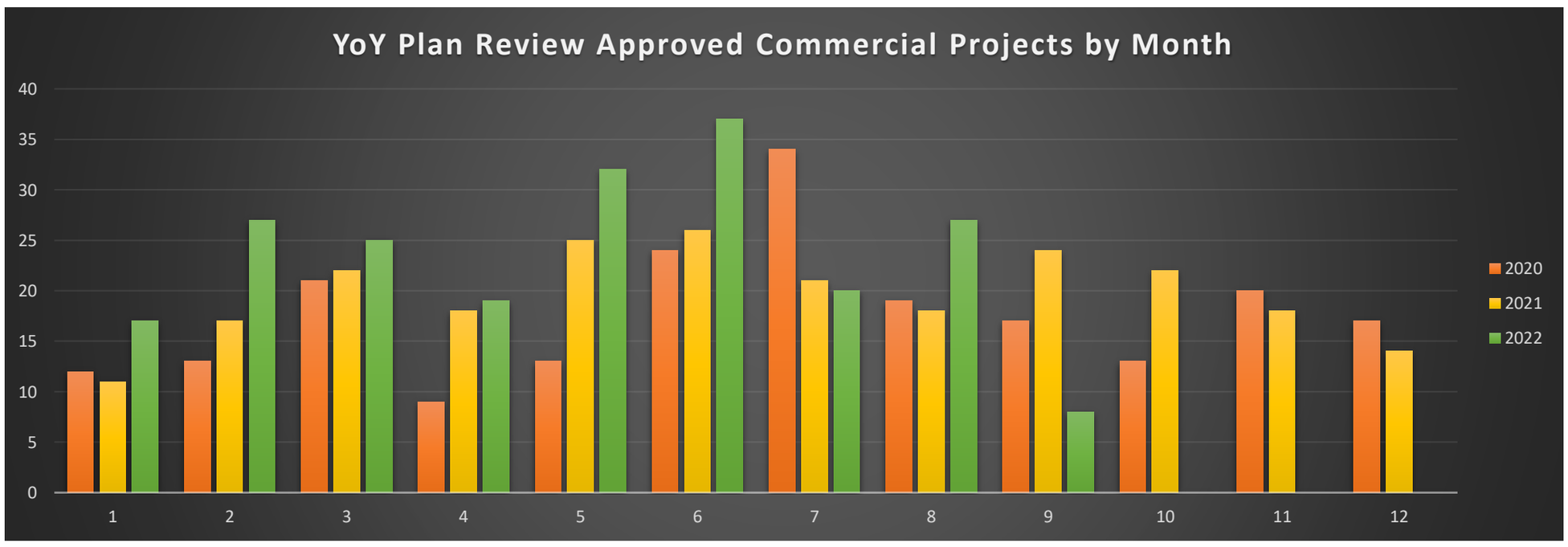
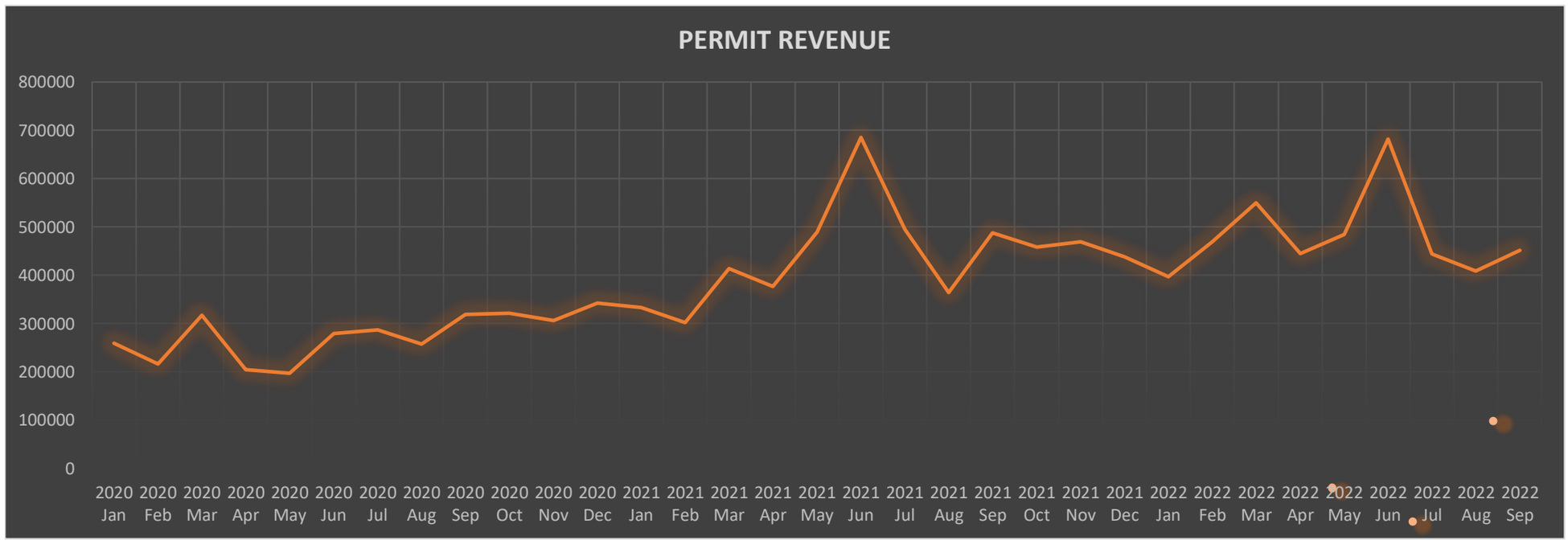
140
120
100
80
60
40
20
0
101
143
147
2020
2021
2022


YoY Commercial New Construction Projects by Month
25
20
15
10
5
0
1
2
3
4
5
6
7
8
9
10
11
12
2020
2021
2022


YoY Plan Review Approved Commercial Projects by Month
40
35
30
25
20
15
10
5
0
1
2
3
4
5
6
7
8
9
10
11
12
2020
2021
2022


PERMIT REVENUE
800000
700000
600000
500000
400000
300000
200000
100000
0
2020 Jan
2020 Feb
2020 Mar
2020 Apr
2020 May
2020 Jun
2020 Jul
2020 Aug
2020 Sep
2020 Oct
2020 Nov
2020 Dec
2021 Jan
2021 Feb
2021 Mar
2021 Apr
2021 May
2021 Jun
2021 Jul
2021 Aug
2021 Sep
2021 Oct
2021 Nov
2021 Dec
2022 Jan
2022 Feb
2022 Mar
2022 Apr
2022 May
2022 Jun
2022 Jul
2022 Aug
2022 Sep

Request Info	
Type	Budget Amendment
Description	Inspections 2 new positions
Justification	Board Meeting 11/7/2022-Appropriate Building Inspections revenue for the addition of 2 commercial plan reviewer positions and associated equipment.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104350	334300	Bldg Inspections and CP	Building Permits	135000	Increase	Credit
104350	412100	Bldg Inspections and CP	Salary and Wages-Regular	90455	Increase	Debit
104350	418100	Bldg Inspections and CP	FICA	6838	Increase	Debit
104350	418200	Bldg Inspections and CP	Retirement	15339	Increase	Debit
104350	418300	Bldg Inspections and CP	Health Insurance	9976	Increase	Debit
104350	418306	Bldg Inspections and CP	Life Insurance	380	Increase	Debit
104350	418310	Bldg Inspections and CP	Dental Insurance	117	Increase	Debit
104350	418400	Bldg Inspections and CP	Disability and Long-Term Ins	295	Increase	Debit
104350	426100	Bldg Inspections and CP	Equipment Less Than $500	1200	Increase	Debit
104350	426200	Bldg Inspections and CP	Operating Equip $500 - $4 999	5000	Increase	Debit
104350	426205	Bldg Inspections and CP	Computers - $500 - $4 999	4600	Increase	Debit
104350	432150	Bldg Inspections and CP	Cell Phone Reimbursement	800	Increase	Debit

Total	
Grand Total:	270000

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # VII. - 2.

From:
Glenn Walker

Utilities - NW Water Treatment Plant AWOP Award (Glenn Walker, Water Resources Manager)

Issue/Action Requested:
Request recognition of Superintendent Thad Hill and Chief Operator Justin Loiacono at the Northwest Water Treatment Plant (WTP) for once again receiving the Area Wide Optimization Process (AWOP) award for outstanding turbidity removal.

Background/Purpose of Request:
The NC Division of Water Resources has honored 66 water treatment plants for surpassing federal and state drinking water standards in 2021. The division's Public Water Supply Section awarded the facilities the prestigious N.C. Area Wide Optimization Award, which is part of a state effort to enhance the performance of existing surface water treatment facilities.

Awards are given each year to water systems that demonstrate outstanding turbidity removal, a key test of drinking water quality. Turbidity is a measure of the cloudiness or haziness of water caused by individual particles that can interfere with disinfection and provide a medium for microbial growth. Microbes are microscopic particles that occur naturally but can include harmful bacteria and viruses.

While all drinking water systems must meet strict state and federal drinking water standards, these systems met performance goals that are significantly more stringent than state and federal standards. In 2021, nearly 2.8 million North Carolina residents were served by these award-winning plants. It is remarkable they were able to achieve outstanding turbidity removal during the NWWTP construction project with all the startups and shutdowns, line breaks, and field adjustments inherent to construction projects. Photos of the construction project are attached.

Staff recommends the Board's recognition of the Northwest WTP staff receiving the 2021 Area Wide Optimization Process award for outstanding turbidity removal.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend recognition of Superintendent Thad Hill and Chief Operator Justin Loiacono at the Northwest Water Treatment Plant (WTP) for once again receiving the Area Wide Optimization Process (AWOP) award for outstanding turbidity removal.

ATTACHMENTS:

Description

- Utilities - Hill and Loiacono 2021 AWOP - Attach 1
- Utilities - NW WTP Construction Update Photos - Attach 2

North Carolina's Area Wide Optimization Program
Certificate of Facility Optimization - Turbidity Removal
DEQ
Brunswick County
Water System Treatment Plant
Brunswick County
Public Utilities

Brunswick County Northwest WTP Construction Update

New Chlorine Building Roof Trusses

Chlorine Building Masonry is Finished

Connecting the Existing Clarifiers to the New Filters

Connecting the Old to the New

Aerial View of the Project

Aerial View of the RO Building

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # VIII. - 1.
Clerk to the Board - Board Appointment - Child Fatality Prevention Team

From:
Daralyn Spivey

Issue/Action Requested:
Request the Board of Commissioners Consider appointment of Lt. Tony Henson of the Brunswick County Sheriff's Office as the Sheriff's appointee of the Team

Background/Purpose of Request:
The current Team member has been reassigned within the department and as a result will no longer be able to serve. The Sheriff has requested to appoint Lt. Tony Henson, however statute requires the Board to approve.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners appoint Lt. Tony Henson of the Brunswick County Sheriff's Office as the Sheriff's appointee of the Team

ATTACHMENTS:

Description

- Lt. Henson Application
- CFPT Roster
- NC Statutes for Appointment

Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

* Are you a permanent resident of Brunswick County?

(•) Yes ( ) No

How many years?

30

* Are you registered to vote in Brunswick County?

(•) Yes

( ) No

* Board or Committee of Interest

Other

Other

CFPT

Board or Committee of Interest (Second Choice)

Do you anticipate any conflicts of interest if appointed?

( ) Yes (•) No

Are you currently serving on any other Boards?

( ) Yes (•) No

Applicant Information

First Name * Tony

Middle Initial J

Last Name * Henson

Street Address * [redacted]

City * [redacted]

State * NC

Zip [redacted]

Is mailing address same as street address*	• Yes ○ No
Home Phone	[redacted]
Cell Phone	910-880-4878
Email*	tony.henson@brunswicksheriff.com
Present Job/Employer Address	Brunswick County Sheriff's Office 70 Stapmp Act Drive Boliivia, NC 28422
Past Employment	NC Department of Transpertation
Current Civic/Community Participation	

Brunswick County Child Fatality Prevention Team (CFPT)

October 2022

Member	Position	Appointed By
Catherine Lytch	DSS Director	n/a
Rich Ohmer	DSS Employee	n/a
Tina Edwards	Law Enforcement	CC
Shirley Smircic	DA's Office	DA
Vacant	Executive Director of Local Community Action	as defined by DHHS, or Ex. Dir. Designee
Meredith Lloyd	Schools	Superintendent
n/a	Member of DSS Board	DSS Board Chair
Holly Niebauer	Mental Health	Director of Area MH Authority
Karen Carnes	Guardian Ad Litem	n/a
Cris Harrelson	Health Director	n/a
Cherie Browning (DON)	Health Care Provider	Board of Health (CC)
CFPT Additional		
Tracy Carnes	EMS	CC
Vacant	District Court Judge	Chief District Court Judge
Lorena Mauney	Medical Examiner	Chief Medical Examiner
Jon Hartman	Local Child Care	DSS Director
Vacant	Parent	CC
5 Additional		
Jeffrey Maidment	Additional	CC
Vacant	Additional	CC
Vacant	Additional	CC
Vacant	Additional	CC
Vacant	Additional	CC

CFPT & CCPT

§ 7B-1407. Local Teams; composition.

(a) Each Local Team shall consist of representatives of public and nonpublic agencies in the community that provide services to children and their families and other individuals who represent the community. No single team shall encompass a geographic or governmental area larger than one county.

(b) Each Local Team shall consist of the following persons:

(1) The director of the county department of social services and a member of the director's staff;

(2) ✓ A local law enforcement officer, appointed by the board of county commissioners;

(3) An attorney from the district attorney's office, appointed by the district attorney;

(4) The executive director of the local community action agency, as defined by the Department of Health and Human Services, or the executive director's designee;

(5) The superintendent of each local school administrative unit located in the county, or the superintendent's designee;

(6) A member of the county board of social services, appointed by the chair of that board;

(7) A local mental health professional, appointed by the director of the area authority established under Chapter 122C of the General Statutes;

(8) The local guardian ad litem coordinator, or the coordinator's designee;

(9) The director of the local department of public health; and

(10) ✓ A local health care provider, appointed by the local board of health.

(c) In addition, a Local Team that reviews the records of additional child fatalities shall include the following five additional members: (CFPT only)

(1) ✓ An emergency medical services provider or firefighter, appointed by the board of county commissioners;

(2) A district court judge, appointed by the chief district court judge in that district;

(3) A county medical examiner, appointed by the Chief Medical Examiner;

(4) A representative of a local child care facility or Head Start program, appointed by the director of the county department of social services; and

(5) ✓ A parent of a child who died before reaching the child's eighteenth birthday, to be appointed by the board of county commissioners.

(d) The Team Coordinator shall serve as an ex officio member of each Local Team that reviews the records of additional child fatalities. The board of county commissioners may appoint a maximum of five additional members to represent county agencies or the community at large to serve on any Local Team. Vacancies on a Local Team shall be filled by the original appointing authority.

(e) Each Local Team shall elect a member to serve as chair at the Team's pleasure.

(f) Each Local Team shall meet at least four times each year.

(g) The director of the local department of social services shall call the first meeting of the Community Child Protection Team. The director of the local department of health, upon consultation with the Team Coordinator, shall call the first meeting of the Child Fatality Prevention Team. Thereafter, the chair of each Local Team shall schedule the time and place of meetings, in consultation with these directors, and shall prepare the agenda. The chair shall schedule Team meetings no less often than once per quarter and often enough to allow adequate review of the cases selected for review. Within three months of election, the chair shall participate in the appropriate training developed under this Article. (1993, c. 321, s. 285(a); 1997-443, s. 11A.100; 1997-456, s. 27; 1997-506, s. 52; 1998-202, s. 6.)

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # VIII. - 2.
Clerk to the Board - Board Appointment - Library

From:
Daralyn Spivey

Issue/Action Requested:
Request the Board of Commissioners consider appointment of Diana Fotinatos and Marilyn Shapiro as "at large" appointments to the Library Board.

Background/Purpose of Request:
Brett Riggs and Donna Morgan have both resigned from the Library Board leaving the "at large" appointments vacant. These appointments will be effective immediately and both will expire June 30, 2024

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners consider appointment of Diana Fotinatos and Marilyn Shapiro as "at large" appointments to the Library Board.

ATTACHMENTS:

Description

- Fotinatos Application Library Board
- Shapiro Application Library Board

Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

* Are you a permanent resident of Brunswick County?

◉ Yes ○ No

How many years?

7

* Are you registered to vote in Brunswick County?

◉ Yes
○ No

* Board or Committee of Interest

Library Board

Board or Committee of Interest (Second Choice)

Do you anticipate any conflicts of interest if appointed?

○ Yes ◉ No

Are you currently serving on any other Boards?

○ Yes ◉ No

Applicant Information

First Name *	Diana
Middle Initial	L
Last Name *	Fotinatos
Street Address *	3901 Marshfield Drive
City *	SOUTHPORT
State *	North Carolina
Zip	28461
Is mailing address same as street address *	◉ Yes ○ No
Home Phone	

Cell Phone	9173635510
Email *	diana.fotinatos@gmail.com
Present Job/Employer Address	Executive Recruiter/Executive Career Coach Alexander Consulting Associates, Inc. 3901 Marshfield Drive Southport, NC 28461
Past Employment	
Current Civic/Community Participation	-Publicity Chair and Past President of the Friends of the Library Southport & Oak Island (folsoi.org) -CIS Homework Tutor at Supply Elementary, grades 2-5 -Member of the St. James Service Club

Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

* Are you a permanent resident of Brunswick County?

(•) Yes ( ) No

How many years?

10

* Are you registered to vote in Brunswick County?

(•) Yes

( ) No

* Board or Committee of Interest

Library Board

Board or Committee of Interest (Second Choice)

Do you anticipate any conflicts of interest if appointed?

( ) Yes (•) No

Are you currently serving on any other Boards?

( ) Yes (•) No

Applicant Information

First Name *	Marilyn
Middle Initial	C
Last Name *	Shapiro
Street Address *	329 River Village Square
City *	Shallotte
State *	NC
Zip	28470
Is mailing address same as street address *	(•) Yes ( ) No
Home Phone	910-755-6502

Cell Phone	
Email *	mcshapp@aol.com
Present Job/Employer Address	
Past Employment	Montclair NJ Board of Education- Reading Instructor Montclair State University- Adjunct Professor in the Early Childhood Literacy Education department. Speech pathologist- grades K-12-Hawthorne NJ Board of Education
Current Civic/Community Participation	Volunteer at Rourk Library in Shallotte Co-chair of the Rivers Edge Book Club **I would like to fill the at large board position for district 2, if selected.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 7, 2022

Action Item # VIII. - 3.
Clerk to the Board - Board Appointment - JCPC

From:
Daralyn Spivey

Issue/Action Requested:
Request the Board of Commissioners consider appointment of Mr. Kenneth Gamm to the JCPC.

Background/Purpose of Request:
Ms. Maxine Elliott resigned from the JCPC effective September 6 2022. This appointment will fill the vacancy created and will hold an expiration date of June 30, 2023.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners consider appointment of Mr. Kenneth Gamm to the JCPC.

ATTACHMENTS:

Description

- Gamm JCPC Application

Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

* Are you a permanent resident of Brunswick County?

◉ Yes ○ No

How many years?

8

* Are you registered to vote in Brunswick County?

◉ Yes

○ No

* Board or Committee of Interest

Juvenile Crime Prevention Council

Board or Committee of Interest (Second Choice)

BCC Board of Trustees

Do you anticipate any conflicts of interest if appointed?

○ Yes ◉ No

Are you currently serving on any other Boards?

○ Yes ◉ No

Applicant Information

First Name *	KENNETH
Middle Initial	R
Last Name *	GAMM
Street Address *	7986 N Balfour DR NW, , false
City *	Calabash
State *	NC
Zip	28467
Is mailing address same as street address *	◉ Yes ○ No

Home Phone	5163838435
Cell Phone	
Email *	kga651@aol.com
Present Job/Employer Address	Retired
Past Employment	Pan Oceanic Eywear
Current Civic/Community Participation	BCSO Volunteer;VOICE,IMPACt,Administration