BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
July 18, 2022
6:00 PM

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Clerk to the Board - Juvenile Crime Prevention Council Appointment

   Request that the Board of Commissioner approve the selection of Deputy Willie McCrae as the Brunswick County Sheriff's Designee, left vacant by T.K. Nowell

2. Clerk to the Board - Meeting Minutes - June 20, 2022 Regular Meeting

   Request the Board of Commissioners approve the Meeting Minutes from the June 20, 2022 Regular Meeting.

3. County Attorney - Northern Lights, Phase 3 & 4 DOD

   Consider accepting the Deed of Dedication for water and sewer infrastructure for Northern Lights, Phase 3 & 4.

4. Finance - Fiscal Items

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

   -Mulberry Branch WRF 0.75MGD Expansion Additional Funds
   Appropriate $10,000 of additional funding in the Mulberry Branch WRF 0.75MGD expansion project for appraisal and reimbursables not included in the W.K. Dickson Contract.

   -FY23 JCPC Funding Budget Appropriation
   Appropriate state revenues restricted of $242,486 as awarded by the Juvenile Crime Prevention Council from the NC Department of Public Safety and approved at the 4/19/2021 board meeting. The following has been awarded to the JCPC Programs; JCPC Administration $9,100, Coastal ART $44,990, Guiding Good Choices (GCC) & Systematic Training for Effective Parenting (STEP) $47,289, Providence Home $20,441, Teen Court $57,541, Restitution $63,125.

   -Mosquito and Tick State Funding Budget Amendment
   Appropriate $16,000 of state funding Mosquito and Tick Suppression for continue surveillance and efforts to reduce tick and mosquito-borne diseases. Expenditures will be planned based on recommendations from Brunswick County's Vector Control Supervisor.

   - American Rescue Plan (ARP) Grant Ordinances
   Approve Grant Ordinances for American Rescue Plan Premium Pay and Trailwood Force Main Projects updated to reflect actual project expenditures.

   -Insurance Proceeds Budget Amendment
   Appropriate $23,196 of fund balance for rollover of insurance proceeds received in FY22 with repairs needed in FY23.

-Breast Feeding Peer Counselor Budget Amendment
Appropriate $5,900 of additional state revenues restricted awarded in the Breast Feeding Peer Counselor program for the FY23 program year.

-Dixie Youth Travel Restricted Budget Amendment
Appropriate $45,000 of fund balance appropriated for Parks and Recreation Administration Dixie Youth Travel restricted for Dixie Boys and Girls teams attending the world series.

5. Health and Human Services: Social Services - Annual Energy Outreach Plan

   Request that the Board of Commissioners approve the Social Services Energy Outreach Plan for fiscal year 2022-2023.

6. Parks & Recreation - Renewal of Memorandum of Agreement between Brunswick County Parks & Recreation and Brunswick County Board of Education

   Request that the Board of Commissioners approve the renewal of the Memorandum of Agreement between Brunswick County (Parks & Recreation) and Brunswick County Board of Education.

7. Sheriff's Office - 911 Recorder Replacement Agreement

   Request the Board of Commissioners approve an agreement for the purchase of the 911 Center's primary and backup recording systems to replace the existing system that is end of life. This system is valued at $181,340, is 82% funded by the State, and part of the approved FY22 budget.

8. Sheriff's Office -- GHSP LEL Grant Award Acceptance

   Request the Board of Commissioners accept an award with the Governor's Highway Safety Program grant for the Law Enforcement Liaison position currently held by a Sheriff's Office Lieutenant for FY23 by signing a resolution with GHSP. The grant award is valued at $25,000 with no county match requirement.

9. Sheriff's Office -- SCAAP Grant Award Acceptance

   Request the Board of Commissioners accept an award from the BJA FY 2020 State Criminal Alien Assistance Program (SCAAP) grant valued at $15,573 with no county match requirement.

10. Soil and Water - Streamflow Rehabilitation Assistance Program Grant Award

    Request to approve grant award as presented by the NC Division of Soil and Water Conservation and to delegate signature authority to County Manager.

11. Tax Admin - July 2022 Releases

    Request that the Board of Commissioners approve the July 2022 releases.

12. Utilities - Grinder Pump Package Contract Approval Myers (Donald Dixon - Deputy Director)

    Request that the Board of Commissioners approve a contract with Preferred Sources Inc. (Myers Grinder Pumps) for purchase of grinder pump packages.

13. Utilities - Harper GC Sea Trail WWTP (Brent Lockamy, PE - Deputy Director)

    Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the contract with the Harper Corporation-GC in an amount of $774,900 for the construction of the Sea Trail WWTP improvements project and associated budget amendment.

14. Utilities - I&E Bay Enclosure (Brent Lockamy, PE - Deputy Director)

    Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the construction contract with Enterprises G, Inc. for the I&E Bay

Enclosures project. Staff recommends award of the project for the base bid amount of $258,340.

15. Utilities - NWWTP SCADA Tower Project (Brent Lockamy, PE - Deputy Director)

    Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the construction contract with Advanced Wireless Solutions, Inc. for the NWWTP SCADA tower project. Staff recommends award of the project for the base bid amount of $182,824.00.

16. Utilities - Subsite Sole Source Ditch Witch (Brent Lockamy, PE - Deputy Director)

    Request that the Board of Commissioners approve the purchase of specialty products, Subsite Electronics Horizontal Directional Drill Guidance Systems, for Public Utilities as an exception to the bidding requirements in accordance with NCGS 143-129.

17. Utilities - TA Loving Co, Raw Waterline Repair Black Rock Road (Brent Lockamy, PE - Deputy Director)

    Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the contract with TA Loving Company, in an amount of $127,600 for the Raw Waterline Repair at Black Rock Road and associated budget amendment.

18. Utilities - WBR Office Tract Timber Sale (Donald Dixon - Deputy Director)

    Request that the Board of Commissioners approve the sale of timber on the West Brunswick Regional Office Tracts 41,42, and 412 as identified in the Forest Management Plan to Canal Wood LLC., in the amount of $79,143.00 and authorize the Chairman and Clerk to the Board to approve the contract.

19. Utilities - West Brunswick WWTP Drip Site Filter Replacement (Donald Dixon - Deputy Director)

    Request that the Board of Commissioners approve a contract with Waste Water Systems Inc. in the amount of $143,691.00 for the replacement of one of the existing filter trains (south filter) at the West Brunswick Regional WWTP Drip Site, subject to final approval of contract by County Attorney.

20. Utilities - Withers Ravenel Navassa Waterline Replacement (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 Withers-Ravenel in the amount of $331,000 for engineering services, construction administration, and grant administration associated with the grant funded Navassa Waterline Replacement project.

VI. Administrative Report

1. Emergency Services - IEM Services Agreement

   Request the Board of Commissioners approve a Services Agreement between IEM and Brunswick County for consulting services to conduct an update of the County-wide Emergency Operations Plan and Continuity of Operations Plan.

2. Governing Body - NCACC Voting Delegate

   Request that the Board of Commissioners designate Commissioner Forte as the voting delegate and Commissioner Thompson as the alternate voting delegate to represent Brunswick County at the NCACC Annual Conference in Cabarrus County and the NCACC Legislative Goals Conference.

3. Utilities - Lead & Copper Mitigation Program (Brent Lockamy, PE - Deputy

Director)

Request that the Board of Commissioners authorize the use of $1.4 million in County ARP funds to create and fund a Lead & Copper Mitigation Program through December 2026 and approve an associated budget amendment. The program includes approval of a full-time employee position, consulting services for creation of an inventory database, and some anticipated construction costs for service line replacement.

4. Utilities - SE Area Improvements - St. James (Brent Lockamy, PE - Deputy Director)

   Request that the Board of Commissioners approve and appropriate the use of $1,930,278.37 in County ARPA funds to fund a joint water transmission project with St. James and approve an Interlocal Agreement allowing St. James to subaward $1,991,221.63 of ARPA funds to Brunswick County for use in the project.

VII. Other Business/Informal Discussion

VIII. Adjournment

Brunswick County Board of Commissioners

ACTION AGENDA ITEM

July 18, 2022

Action Item # V. - 1.

Clerk to the Board - Juvenile Crime Prevention Council Appointment

From:
Daralyn Spivey

Issue/Action Requested:
Request that the Board of Commissioner approve the selection of Deputy Willie McCrae as the Brunswick County Sheriff's Designee, left vacant by T.K. Nowell

Background/Purpose of Request:

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 2.
Clerk to the Board - Meeting Minutes - June 20, 2022 Regular Meeting

From:
Daralyn Spivey

Issue/Action Requested:
Request the Board of Commissioners approve the Meeting Minutes from the June 20, 2022 Regular Meeting.

Background/Purpose of Request:

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the Meeting Minutes from the June 20, 2022 Regular Meeting.

ATTACHMENTS:

Description

- Draft Regular Meeting Minutes June 20 2022

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
June 20, 2022
6:00 P.M.

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

PRESENT: Commissioner Randy Thompson, Chairman
Commissioner Mike Forte, Vice-Chairman
Commissioner J. Martin Cooke
Commissioner Pat Sykes
Commissioner Frank Williams

STAFF: Steve Stone, County Manager
Bob Shaver, County Attorney
Haynes Brigman, Deputy County Manager
David Stanley, Deputy County Manager
Aaron Smith, Finance Director
Daralyn Spivey, Clerk to the Board
Meagan Kascsak, Communications Director
Currie Elkins, IT
Lt. Jeff Beck, Sheriff's Office

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

I. CALL TO ORDER

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

II. INVOCATION/PLEDGE OF ALLEGIANCE

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

III. ADJUSTMENTS/APPROVAL OF AGENDA

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

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

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IV. PUBLIC COMMENTS

1. Ms. Nina Mucha commented on Brunswick Senior Resources Inc. and the budget process.
2. Mayor Jeff Winecoff of Boiling Springs Lakes commented on the consideration of the Dam replacement project to be heard later in the meeting.
3. Ginny Quaglia commented on Brunswick Senior Resources Inc. and the budget process.
4. Gary Ostby commented on the pay raise of nine percent (9%) to county staff, Brunswick Senior Resources Inc., and the budget process.

V. APPROVAL OF CONSENT AGENDA

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

1. Administration - Resolution Supporting Continued Current Alignment of Workforce Development Region - Approved

The Board approved the below resolution advising the NC Works Commission that Brunswick County prefers to continue the current alignment of the Cape Fear Workforce Development Local Area. The resolution reads as follows:

RESOLUTION AFFIRMING BRUNSWICK COUNTY'S INTENTIONS TO MAINTAIN ALIGNMENT OF ITS WORKFORCE DEVELOPMENT LOCAL AREA

WHEREAS, the Cape Fear Workforce Development Consortium is the decision-making entity for the local workforce investment area of Brunswick, Columbus, New Hanover, and Pender counties as
designated by mutual agreement of the chief elected officials for those counties, pursuant to WIOA Section 107(c)(I)(B);

WHEREAS, the NC Works Commission has been studying realignment of North Carolina's workforce development local areas;

WHEREAS, the Cape Fear Workforce Development Consortium sent a letter dated February 25, 2022 to the NC Works Commission stating that the Consortium members are in unanimous agreement that the Cape Fear workforce development local area is properly designated and that the Consortium members universally oppose realignment of the Cape Fear workforce development local area;

WHEREAS, the NC Works Commission recommended realignment of North Carolina's workforce development local areas on March 30, 2022.

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WHEREAS, the Board of County Commissioners is aware of the request to notify NC Works Commission chair of the County's intentions regarding realignment before August **1,** 2022; and

WHEREAS, the Board of County Commissioners appreciates the opportunity to determine whether to pursue realignment of its workforce development local area.

NOW, THEREFORE, BE IT RESOLVED by the Brunswick County Board of Commissioners that the Cape Fear workforce development local area is properly and appropriately designated; and

BE IT FURTHER RESOLVED that the Board of County Commissioners intend to maintain the current alignment of its workforce development local area.

Adopted this ____ day of _____ , 2022.

Randy Thompson, Chair
Board of Commissioners

ATTEST:
Daralyn Spivey, NCCCC
Clerk to the Board

2. Clerk to the Board – Meeting Minutes – December 6, 2021 - Approved
The Board approved the draft minutes from the June 6, 2022 Regular Meeting.

3. Communications - CivicClerk Agenda Management Platform Project Award Request - Approved
The Board reviewed the proposal for the CivicClerk agenda management software and awarded the project to CivicPlus; this action authorized execution of a contract upon approval of final terms and form of contract by the County Attorney.

4. County Attorney – Bluffs on the Cape Fear, Ph 4B, Sec 1 & Ph 5A Deed Of Dedication- Approved
The Board accepted the deed of dedication for water and sewer infrastructure in The Bluffs on the Cape Fear, Phase 4B, Section 1, & Phase 5A.

5. County Attorney – Clariday Woods Deed of Dedication- Approved
The Board accepted the Deed of Dedication for water and sewer infrastructure for Clariday Woods.

6. County Attorney – Lena Springs, Phase 5, Deed of Dedication - Approved
The Board accepted the Deed of Dedication for water and sewer infrastructure for Lena Springs, Phase 5.

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7. **Emergency Services - 50 Green Lewis Road Lease Agreement- Approved**
The Board reviewed and approved a lease agreement for 50 Green Lewis Road, Bolivia between Warren L. Knox and Brunswick County Emergency Services.

8. **Emergency Services- Purchase of Five Stryker Ambulance Cots - Approved**
The Board approved the purchase five (5) ambulance cots as approved in the fiscal year 22 budget.

9. **Emergency Services-Purchase of Two UTV's with Patient Capability – Approved**
The Board approved the purchase of two (2) UTV's as approved in the fiscal year 2022 budget.

10. **Emergency Services – Town of Oak Island Lease Agreement - Approved**
The Board approved a lease agreement between Brunswick County and the Town of Oak Island to house a paramedic ambulance at the Oak Island Fire Department Vanessa Drive Fire Station 3.

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

-74-76 Mintz Drive to Old Maco Additional Easements Budget Amendment and CPO
Appropriating an additional transfer in the amount of $20,000 from the water fund for easement costs associated with the 74-76 Mintz Drive to Old Maco project.
-Sheriff's Trust Additional Revenue Budget Amendment
Appropriate $60,000 of Sheriff Trust revenue to be used in the corresponding expense line.
-Sheriff Insurance Proceeds Budget Amendment
Appropriating $10,857 of insurance proceeds for repair of wrecked vehicles.
-Financial Reports for May 2022 (unaudited)
Included is Summary Information for General and Enterprise Funds, Cash and Investments, and key indicators of Revenues and Expenditures. All reports provided at: https://brunswickcountync.gov/finance/reports
-Approval of Agreement with Waccamaw Fire Department due to Redirection of State Capital and Infrastructure Fund (SCIF) Directed Grant
A county agreement for the redirection of the State Capital and Infrastructure Fund (SCIF) Directed Grant funds appropriated by the NC General Assembly in the 2021 Appropriations Act (SL-2021-180). SCIF dollars were earmarked for Waccamaw Fire for a substation that will aid in lowering insurance rates and provide faster response times to citizens but was awarded through Brunswick County. A technical correction at the State Level could not be organized and to accommodate the intended purpose, funds were award to Brunswick County. The County has already fully expended SCIF dollars in the amount of $300,000 that covered a portion of the Landfill Transfer Station project, freeing up County funds to be redirected to the

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Fire Department for it's intended purpose. The agreement shall be subject to terms and conditions approved by the County Attorney.

-NC Education Lottery Application

The Board authorized the Chairman to execute the signed North Carolina Education Lottery application. Freyja Cahill, Brunswick County Schools Finance Officer, submitted the attached State lottery funding application for $1,000,000 lottery funds to be used for the 2015 and 2022 LOBS debt payments in FY 2022-2023.

-Sheriff's Office Concealed Weapons Revenue Budget Amendment

Appropriating of $15,000 of concealed weapons permits revenue estimated through June 30, 2022 for payment of the NC Bureau of Investigation Concealed Handgun Permit Fees.

-ARPA Trailwood Force Main Replacement Project

Reduce ARPA funded project for Trailwood Force Main Replacement Project by $15,000.00 based on actual expenses. Project and original transfer was approved at 12/6/21 board meeting in the amount of $142,500. Actual expenses for completed project total $127,500.00

-GASB 87 Lease Financing Budget Amendments

Appropriating of $312,919 of Health Fund, $387,352 of General Fund, and $458,146 or Water Fund Other Financing Source: Lease Financing revenue to be used in Lease Capital Outlay corresponding account lines for the implementation of GASB 87 for the required accounting of Leases and to authorize the Fiscal Operations Director to adjust the budget for final lease calculations as of June 30, 2022.

-Water Capital Project Funds Budget Amendment

Appropriating and transferring of $7,000,000 to the water capital reserve to undesignated to fund future planned projects.

-Wastewater Capital Project Funds Budget Amendment

Appropriating and transferring of $4,000,000 to the wastewater capital reserve to undesignated to fund future planned projects.

12. **Health and Human Services - Health Services - Contract for NC Alliance of Public Health Agencies FY 22-23– Approved**

    The Board approved and executed the contract with the North Carolina Alliance of Public Health Agencies for fiscal year 2022-2023.

13. **Health and Human Services - Health Services - Ratification of SNFI Contract Amendment with Brunswick County Schools for FY22 (ARPA) – Approved**

    The Board the ratified the County Manager's signature on the FY22 School Nurse Funding Initiative (SNFI) contract amendment with Brunswick County Schools.

14. **Health and Human Services – Social Services – State - County Memorandum of Understanding – Approved**

    The Board authorized the County Manager to execute a Memorandum of Understanding (MOU) with the State Department of Health and Human Services for Social Services performance measures. The County Manager was also approved to execute any standard amendments during the term.

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15. IT - Contract with SHI for Microsoft Enterprise Agreement Renewal – Approved

The Board approved the contract with SHI (Microsoft Enterprise Agreement vendor) allowing for the processing of payment.

16. Parks & Recreation - Green for Life (GFL) Recycling – Approved

The Board approved a budget amendment in the amount of $42,000 for Green For Life (GFL) Trash & Recycling.

17. Register of Deeds - Grant Program– Approved

The Board approved the acceptance of the Register of Deeds Grant Program award as appropriated by the North Carolina General Assembly and administered by the Office of State Budget and Management.

18. Sheriff's Office - GHSP Traffic Grant Resolution– Approved

The Board approved the resolution below and Agreement of Conditions as the next stage in the application process for the Governor Highway Safety Program grant, which will allow for the creation of a Traffic Unit. The grant includes three positions, vehicles, and approved equipment; federal funds will cover 85% of the cost in the first year, with a 15% county match requirement. The Resolution reads as follows:

NORTH CAROLINA GOVENORS HIGHWAY SAFETY PROGRAM
LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Brunswick County Sheriff's Office (herein called the "Agency") has completed an application contract for traffic safety funding; and that Brunswick County Board of Commissioners (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED by the Brunswick County Board of Commissioners in open meeting assembled in the city of Bolivia, North Carolina this the 20th day of June 2022 as follows:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and

2. That Sheriff John W. Ingram, V is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of $331,367 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and

3. That the Governing Body has formally appropriated the cash contribution of $ $58,477 as required by the project contract; and

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4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and

5. That certified copies of this resolution be included as part of the contract referenced above; and

6. That this resolution shall take effect immediately upon its adoption.

Done and Ordered in open meeting by:

Chairman Randy Thompson

ATTESTED:
Daralyn Spivey
Clerk

DATE 06-20-2022

19. Sheriff's Office - Sole Source Resolution - SWC – Approved

The Board approved a resolution authorizing the purchase of an item under a sole source exception and its associated agreement. The purchase is replacing Detention Center control room touch screen computers and associated programming that was approved in the FY22 budget. The Resolution reads as follows:

RESOLUTION AUTHORIZING PURCHASE OF DETENTION CENTER CONTROL ROOM TOUCH SCREEN COMPUTERS UNDER SOLE SOURCE EXCEPTION TO FORMAL BIDDING REQUIREMENTS

WHEREAS, N.C.G.S 143-129(e)(6), Procedure for Letting of Public Contracts, allows for the waiver of formal bidding requirements for purchases of apparatus, supplies, materials, or equipment when performance or price competition for a product are not available, or a needed product is available from only one source of supply, or standardization or compatibility is the overriding consideration; and

WHEREAS, the Brunswick County Sheriff's Office Detention Center is in need of control room touch screen computer replacements for existing equipment that is obsolete; and

WHEREAS, these computers are part of the overall security infrastructure of the detention center and are needed to unlock and open doors, as well as operate the intercom systems to communicate with inmates and detention center staff; and

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WHEREAS, South Western Communications Inc. d/b/a SWC is the vendor that initially installed computer systems and provided custom programming for same; and

WHEREAS, it is necessary to utilize the same vendor for the touch screen computer replacements to maintain compatibility and standardization with the existing system and other components of the overall security infrastructure that will remain; 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 20th day of June, 2022.

Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:
Daralyn Spivey, NCCCC
Clerk to the Board

20. Tax Admin - June 2022 Releases – Approved
The Board approved the June 2022 releases.

21. Utilities – Sole Source Grinder Pump Packages – Approved
The Board approved the purchase of Liberty sewer grinder pump station packages as an exception to the bidding requirements in accordance with NCGS 143-129.

VI. PRESENTATION

1. **County Attorney - Opioid Litigation Update**
The Board received an update from Attorney Harold Seagle regarding the national opioid litigation, the $26 Billion national settlement with the major distributors, the remaining litigation with parties that have not yet settled, and the amount of settlement funds Brunswick County will receive.

2. **Administration - Award of Opioid Settlement Funds**
The Board received NC Opioid Settlement Funds and request an approval for a budget amendment and grant project ordinance designating the current estimate of $13,609,604 being dispersed between years 2022 and 2038 into a special revenue fund to be used for county eligible projects. Commissioner Williams moved to approve the budget amendment. The motion was seconded by Commissioner Sykes

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and passed unanimously (5 to 0).

3. **Administration - Endorsement of Golden Leaf Community-Based Grants Initiative (CBGI)**
   The Board authorized the County Manager to endorse the grant project received from Brunswick Community College (BCC) for the Golden Leaf Community-Based Grants Initiative (CBGI). Vice - Chairman Forte moved to approve the authorization for the County Manager to endorse grant projects. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0).

VII. Public Hearing

1. Chairman Thompson opened the Public Hearing regarding the not to exceed $5,740,000 General Obligation Public Improvement Bonds, Series 2022A of the County of Brunswick, North Carolina at 6:37 p.m. and hearing no comments, closed the Public Hearing.

VIII. Administrative Report

1. **Administration - Resolution for the Issuance of $5,740,000 General Obligation Public Improvement Bonds, Series 2022A and $53,000,000 General Obligation Schools Bonds, Series 2022B**
   The Board heard a request to approve the Bond Resolution providing for the issuance of not to exceed $5,740,000 General Obligation Public Improvement Bonds, Series 2022A and not to exceed $53,000,000 General Obligation School Bonds, Series 2022B of the County of Brunswick, North Carolina. Vice-Chairman Forte made the motion to approve only the $53M General Obligation School Bonds, setting the additional $5,740,000 Public Improvement Bonds aside for the multi-use building located in Waccamaw to next fiscal year allowing for labor and material costs to decline, and to move forward with the $53M General Obligation School Bond. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0).

2. **Administration - City of Boiling Spring Lakes Dam Projects Funding**
   The Board considered a request from the City of Boiling Spring Lakes to provide financial support of $3M for the City's projects to replace and improve several dams that were destroyed by Hurricane Florence in 2018 and to authorize Administration and the County Attorney to develop an interlocal agreement to provide funding of $750,000 to the City in each of Fiscal Years 2024 through 2027. Vice - Chairman Forte made the motion to approve the initiation of the interlocal agreement, to be brought back before the Board for approval, to begin in FY 2024 for $750K each year. The motion was seconded by Commissioner Cooke and passed unanimously (5 to 0).

3. **Administration - Fiscal Year 2022-2023 Budget Ordinance, Fees and Capital Improvement Plan**
   The Board heard a request to approve the Fiscal Year 2022-2023 Budget Ordinance, Schedule of Fees and Five-Year Capital Improvement Plan. Vice-Chairman Forte

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made the motion to adopt the FY 2022-2023 budget as presented. Commissioner Williams seconded the motion. The motion passed (4 to 1) with the following

recorded vote:
Chairman Thompson: Aye
Vice-Chairman Forte: Aye
Commissioner Cooke: Aye
Commissioner Sykes: Nay
Commissioner Williams: Aye

4. **Administration - Fiscal Year 2022-2023 Brunswick Senior Resources, Inc. Budget Appropriation**
   The Board heard a request to approve a budget amendment to appropriate $3,017,136 for payment to Brunswick Senior Resources, Inc. in Fiscal Year 2022-2023. Commissioner Cooke requested to be recused from the vote due to a possible conflict of interest. Commissioner Williams made the motion to allow for the recusal of Commissioner Cooke. Vice - Chairman Forte seconded the motion. The motion to allow for the recusal of Commissioner Cook was passed with a vote of (3-1) with the following recorded vote:
   Chairman Thompson: Aye
   Vice-Chairman Forte: Aye
   Commissioner Sykes: Nay
   Commissioner Williams: Aye

   Commissioner Williams made the motion to approve a budget amendment to appropriate $3,017,136 for payment to Brunswick Senior Resources, Inc. in Fiscal Year 2022-2023. Vice - Chairman Forte seconded the motion. The motion passed with a vote of (3-1) with the following recorded vote:
   Chairman Thompson: Aye
   Vice-Chairman Forte: Aye
   Commissioner Sykes: Nay
   Commissioner Williams: Aye

5. **Communications - Brunswick County Branding Concept Update**
   The Board reviewed the proposed branding concepts for Brunswick County's new logo, seal, color palette, and tagline. Commissioner Williams made the motion not to approve the presented concept. Staff will revisit and develop a better branding concept. Vice – Chairman Forte seconded the motion. The motion passed unanimously (5 to 0).

6. **Superior Court Judge's Office - Memorandum of Agreement with NC Administrative Office of the Courts**
   The Board heard the annual renewal of Memorandum of Agreement between Brunswick County, Judge Jason C. Disbrow and the North Carolina Office of the Courts for the Trial Court Coordinator State Employee Position and delegate signing authority of agreement to County Manager. Commissioner Cooke made

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the motion to approve the Agreement. Commissioner Williams seconded the motion. The motion to approve the Memorandum of Agreement with NC

Administrative Office of the Court was passed with a vote of (4-1) with the following recorded vote:
Chairman Thompson: Aye
Vice-Chairman Forte: Aye
Commissioner Cooke: Aye
Commissioner Sykes: Nay
Commissioner Williams: Aye

IX. BOARD APPOINTMENTS

1. Governing Body - Board Appointment

Commissioner Cooke made the motion to appointed Dr. John Ward to the Brunswick-Columbus International Park Inc. Board. Commissioner Williams seconded the motion. The motion passed unanimously (5-0).

X. OTHER BUSINESS/INFORMAL DISCUSSION

1. The July 18 Meeting is to be placed on the schedule. Commissioner Williams made the motion to place the July 18 meeting back on the calendar. Vice – Chairman Forte seconded the motion. The motion passed unanimously (5-0).

XI. CLOSED SESSION

The Board of Commissioners entered into closed session at 7:25 p.m. pursuant to G.S. § 143-318.11(a)(1) to approve closed session minutes, G.S. § 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege.

Mr. Shaver noted the above statutory requirements and that these were noted in the agenda.

Commissioner Williams made the motion to enter Closed Session at 7:25 p.m. with Commissioner Cooke seconded the motion. The motion passed unanimously (5 to 0).

Chairman Thompson called the Regular Session to order at 8:30 p.m.

The following statement was made by Mr. Shaver: The Board moved to authorize staff to obtain a utility easement on parcel 1820004201 for the Mulberry Branch Water Reclamation Facility through means up to and including condemnation.

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X. ADJOURNMENT

Commissioner Forte moved to adjourn the meeting at 8:33p.m. The motion was seconded by Commissioner Williams. The motion passed unanimously (5 to 0).

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

Attest:

_____
Daralyn Spivey, NCCCC
Clerk to the Board

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Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 3.
County Attorney - Northern Lights, Phase 3 & 4 DOD

From:
Asst. County Attorney--Bryan Batton

Issue/Action Requested:
Consider accepting the Deed of Dedication for water and sewer infrastructure for Northern Lights, Phase 3 & 4.

Background/Purpose of Request:
Northern Lights Development Company, LLC has submitted a Deed of Dedication for water and sewer infrastructure in Northern Lights, Phase 3 & 4. 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
$ 164,654.00 for water
$ 189,116.44 for sewer

Approved By County Attorney:
Yes

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

County Manager's Recommendation:
Recommend accepting the Deed of Dedication for water and sewer infrastructure for Northern Lights, Phase 3 & 4.

ATTACHMENTS:

Description

- Northern Lights, Phase 3 & 4 DOD

Prepared by: Jeffrey B. Malpass

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the _____ day of _____, 2022 by and between NORTHERN LIGHTS DEVELOPMENT COMPANY, LLC, a North Carolina LLC, 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, whose mailing address is P.O. Box 249, Bolivia, NC 28422, party of the second part, hereinafter referred to as Grantee;

W I T N E S S E T H :

That whereas Developer is the owner and developer of a tract or parcel located in Northwest Township, Brunswick County, North Carolina, known as NORTHERN LIGHTS, PHASE 3 and NORTHERN LIGHTS, PHASE 4 as described on plats recorded in Map Cabinet 130 at Page 66 and Map Cabinet 138 Page 17, respectively, of the Brunswick County Registry;

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

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

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

title to the water and sewer distribution system to Grantee through an instrument of dedication acceptable to Grantee;

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

> All of the water distribution lines and sewer lines and equipment located under, along and within the property described as NORTHERN LIGHTS, PHASE 3 and NORTHERN LIGHTS, PHASE 4, as the same appears on plats thereof recorded in Map Cabinet 130 at Page 66 and Map Cabinet 138 Page 17, respectively, of the Brunswick County Registry.

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

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

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

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

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

Northern Lights Development Company, LLC

By: Jeffrey B. Malpass
Jeffrey B. Malpass, Manager

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid, do hereby certify that Jeffrey B. Malpass personally came before me this day, and I have personal knowledge of the identity of the principal; and he acknowledged that he is Manager of Northern Lights Development Company, LLC, a North Carolina LLC, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the LLC.

Witness my hand and official seal, this the 23 day of JUNE, 20 22.

MARY ELLEN DENSMORE NOTARY PUBLIC NEW HANOVER CO., NC

Signature of Notary Public

MARY ELLEN DENSMORE
Printed or Typed Name of Notary Public

My Commission Expires: 06/25/2022

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Northern Lights Development Company, 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

NORTHERN LIGHTS DEVELOPMENT COMPANY, LLC, a North Carolina LLC, 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 Northwest Township, Brunswick County, North Carolina, known as NORTHERN LIGHTS, PHASE 3, containing lots numbered 35 thru 53 and 152 thru 162, and NORTHERN LIGHTS, PHASE 4, containing lots numbered 30-34 and 128-151, 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 rights-of-way property hereinafter described and referenced:

   BEING all of NORTHERN LIGHTS, PHASE 3 and NORTHERN LIGHTS, PHASE 4, as the same appears on a plats thereof recorded in Map Cabinet 130 at Page 66 and Map Cabinet 138 Page 17, respectively, of the Brunswick County Registry.

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 jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water lines and sewer lines installed therein which would in any way jeopardize title to the subdivision or the water distribution lines and sewer lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer(s), this 23 day of June, 2022.

Northern Lights Development Company, LLC

By: Jeffrey B. Malpass

Jeffrey B. Malpass, Manager

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

Signed and sworn to (or affirmed) before me this day by Jeffrey B. Malpass.

Date: 06/23/2022

Signature of Notary Public

MARY ELLEN DENSMORE

Printed or Typed Name of Notary Public

My Commission Expires: 06/25/2022

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 4.
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 routing nature on the consent agenda.

-Mulberry Branch WRF 0.75MGD Expansion Additional Funds
Appropriate $10,000 of additional funding in the Mulberry Branch WRF 0.75MGD expansion project for appraisal and reimbursables not included in the W.K. Dickson Contract.

-FY23 JCPC Funding Budget Appropriation
Appropriate state revenues restricted of $242,486 as awarded by the Juvenile Crime Prevention Council from the NC Department of Public Safety and approved at the 4/19/2021 board meeting. The following has been awarded to the JCPC Programs; JCPC Administration $9,100, Coastal ART $44,990, Guiding Good Choices (GCC) & Systematic Training for Effective Parenting (STEP) $47,289, Providence Home $20,441, Teen Court $57,541, Restitution $63,125.

-Mosquito and Tick State Funding Budget Amendment
Appropriate $16,000 of state funding Mosquito and Tick Suppression for continue surveillance and efforts to reduce tick and mosquito-borne diseases. Expenditures will be planned based on recommendations from Brunswick County's Vector Control Supervisor.

- American Rescue Plan (ARP) Grant Ordinances
Approve Grant Ordinances for American Rescue Plan Premium Pay and Trailwood Force Main Projects updated to reflect actual project expenditures.

-Insurance Proceeds Budget Amendment
Appropriate $23,196 of fund balance for rollover of insurance proceeds received in FY22 with repairs needed in FY23.

-Breast Feeding Peer Counselor Budget Amendment
Appropriate $5,900 of additional state revenues restricted awarded in the Breast Feeding Peer Counselor program for the FY23 program year.

-Dixie Youth Travel Restricted Budget Amendment
Appropriate $45,000 of fund balance appropriated for Parks and Recreation Administration Dixie Youth Travel restricted for Dixie Boys and Girls teams attending the world series.

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 the Meeting Minutes from the June 20, 2022 Regular Meeting.

ATTACHMENTS:

Description

- 20220718 Budget Amendment Mulberry WRF Additional Funds.pdf
- 20220718 CPO Mulberry Branch 0.75MGD Expansion.pdf
- 20220718 Budget Amendment FY23 JCPC Funding
- 20220718 Attach FY23 Funding Plan Brunswick County
- 20220718 Budget Amendment Mosquito Tick State Funding.pdf
- 20220718 Grant Ordinance - ARPA Premium Pay Project
- 20220718 Grant Ordinance - ARPA Trailwood Force Main Project
- 20220718 Budget Amendment Vehicle Repairs.pdf
- 20220718 Budget Amendment Breast Feeding Peer Counselor.pdf
- 20220718 Budget Amendment Dixie Youth Travel Restricted

Request Info	
Type	Budget Amendment
Description	Mulberry WRF Additional Funds
Justification	Board Meeting 07/18/2022-Appropriate $10,000 of additional funding in the Mulberry Branch WRF 0.75MGD expansion project for appraisal and reimbursables not included in the W.K. Dickson Contract.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
448268	383286	Mulberry Br WRF-.75 MGD-Sthprt	WBR WWTP-Southport Contributio	10000	Increase	Credit
448268	464001	Mulberry Br WRF-.75 MGD-Sthprt	Arch/Engnrg/Legal	10000	Increase	Debit

Total	
Grand Total:	20000

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE

Mulberry Branch WRF .75MGD Southport
(448268)

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 Wastewater Capital Projects Fund:

Wastewater Capital ProjectsFund:		
Revenues:		
Miscellaneous Revenue-City of Southport		2,642,000
Total Wastewater Capital Project Revenues	**$**	**2,642,000**
Expenditures:		
Arch/Eng/Legal		2,641,310
Construction		0
Land		690
Total Wastewater Capital Project Expenditures	**$**	**2,642,000**

Section 2. This Capital Project Ordinance shall be entered into the minutes of the July 18, 2022 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	FY23 JCPC Funding
Justification	Board Meeting 07/18/2022 - Appropriate state revenues restricted of $242,486 as awarded by the Juvenile Crime Prevention Council from the NC Department of Public Safety and approved at the 05/16/22 board meeting. The following has been awarded to the JCPC Programs; JCPC Administration $9,100, Coastal ART $44,990, Guiding Good Choices, $47,289, Providence Home $20,441, Restitution and Community Service $63,125 and Teen Court, $57,541.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
105833	332000	Juvenile Crime Prevnt Council	State Revenues - Restricted	9100	Increase	Credit
105833	426000	Juvenile Crime Prevnt Council	Supplies and Materials	500	Increase	Debit
105833	429200	Juvenile Crime Prevnt Council	Food	800	Increase	Debit
105833	439900	Juvenile Crime Prevnt Council	Contract Services	4800	Increase	Debit
105833	439100	Juvenile Crime Prevnt Council	Advertising	3000	Increase	Debit
104957	332000	Coop Ext-CBA(Master Gardner)	State Revenues - Restricted	63125	Increase	Credit
104957	412600	Coop Ext-CBA(Master Gardner)	Salary and Wages-Temp/Part	40838	Increase	Debit
104957	418100	Coop Ext-CBA(Master Gardner)	FICA	3124	Increase	Debit
104957	426000	Coop Ext-CBA(Master Gardner)	Supplies and Materials	5532	Increase	Debit
104957	431100	Coop Ext-CBA(Master Gardner)	Travel-Mileage	779	Increase	Debit
104957	449100	Coop Ext-CBA(Master Gardner)	Dues	40	Increase	Debit
104957	429200	Coop Ext-CBA(Master Gardner)	Food	1248	Increase	Debit
104957	435200	Coop Ext-CBA(Master Gardner)	Repair and Maint - Equipment	1200	Increase	Debit
104957	435100	Coop Ext-CBA(Master Gardner)	Repair and Maint - Building	2562	Increase	Debit
104957	439900	Coop Ext-CBA(Master Gardner)	Contract Services	165	Increase	Debit
104957	449900	Coop Ext-CBA(Master Gardner)	Miscellaneous Expense	7637	Increase	Debit
105843	332000	Providence Home	State Revenues - Restricted	20441	Increase	Credit
105843	465500	Providence Home	Grant Subsidy	20441	Increase	Debit

105859	332000	JCPC-Coastal Horizons	State Revenues - Restricted	92279	Increase	Credit
105859	465509	JCPC-Coastal Horizons	Grant Sub-GGC/STEP	47289	Increase	Debit
105859	465507	JCPC-Coastal Horizons	Grant Sub - Coastal ART	44990	Increase	Debit
105846	332000	Teen Court - JCPC	State Revenues - Restricted	57541	Increase	Credit
105846	412990	Teen Court - JCPC	Salary and Wages - Reimburse	20373	Increase	Debit
105846	418900	Teen Court - JCPC	Fringe Benefits Reimbursements	11164	Increase	Debit
105846	439900	Teen Court - JCPC	Contract Services	4496	Increase	Debit
105846	429900	Teen Court - JCPC	Miscellaneous Supplies	3280	Increase	Debit
105846	426000	Teen Court - JCPC	Supplies and Materials	1600	Increase	Debit
105846	426010	Teen Court - JCPC	Computer Software	1391	Increase	Debit
105846	449900	Teen Court - JCPC	Miscellaneous Expense	1600	Increase	Debit
105846	431100	Teen Court - JCPC	Travel-Mileage	1649	Increase	Debit
105846	431200	Teen Court - JCPC	Travel-Subsistence	4250	Increase	Debit
105846	432500	Teen Court - JCPC	Postage	330	Increase	Debit
105846	432150	Teen Court - JCPC	Cell Phone Reimbursement	217	Increase	Debit
105846	434100	Teen Court - JCPC	Printing	2650	Increase	Debit
105846	431500	Teen Court - JCPC	Travel-Registrations	600	Increase	Debit
105846	449100	Teen Court - JCPC	Dues	165	Increase	Debit
105846	429200	Teen Court - JCPC	Food	3776	Increase	Debit

Total	
Grand Total:	484972

Brunswick County

NC DPS - Community Programs - County Funding Plan

Available Funds: $ $242,486 Local Match: $ $134,846 Rate: 20%

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

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/ Federal	Funds		
1	JCPC Administration	$9,100						$9,100	
2	Coastal ART	$44,990			$8,999			$53,989	17%
3	Guiding Good Choices & Systematic Training for Effective Parenting	$47,289			$10,000			$57,289	17%
4	Providence Home	$20,441	$35,000	$18,156				$73,597	72%
5	Brunswick County Restitution & Community Service	$63,125			$22,691			$85,816	26%
6	Teen Court of Brunswick County	$57,541	$40,000					$97,541	41%
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS:	$242,486	$75,000	$18,156	$41,690			$377,332	36%

The above plan was derived through a planning process by the Brunswick County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2022-2023.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

John E. Manning 06/22/22

Chairperson, Juvenile Crime Prevention Council (Date)

6-22-22

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

check type ☐ initial plan ☑ update ☐ final

-----DPS Use Only-----

Reviewed by _____ Area Consultant _____ Date

Reviewed by _____ Program Assistant _____ Date

Verified by _____ Designated State Office Staff _____ Date

Request Info	
Type	Budget Amendment
Description	Mosquito Tick State Funding
Justification	Board Meeting 07/18/2022-Appropriate $16,000 of state funding Mosquito and Tick Suppression for continue surveillance and efforts to reduce tick and mosquito-borne diseases. Expenditures will be planned based on recommendations from Brunswick County's Vector Control Supervisor.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135181	331000	Environmental Health	Federal Revenues	16000	Increase	Credit
135181	423100	Environmental Health	Special Program Material	16000	Increase	Debit

Total	
Grand Total:	32000

ARPA Grant Project Ordinance
(Premium Pay 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	$	9,164,300
Salary and Wages - Reimburse		
Premium Pay		1,909,016
Direct Administrative - Grants Management		105,000
Lead and Copper		268,750
Fringe Benefits Reimbursement		
Premium Pay		460,527
Direct Administrative - Grants Management		40,000
Lead and Copper		106,250
Direct Cost Administrative Reimbursement		5,000
Professional Services - Other - Lead and Copper		380,000
Motor Fuels - Lead and Copper		20,000
Supplies and Materials - Lead and Copper		20,000
Training and Expense - Lead and Copper		5,000
Contract Services - Lead and Copper		550,000
Vehicles on Road - Lead and Copper		50,000
Repair and Maintenance Grounds - Parks		1,497,000
Capital Outlay Improvement - Parks		503,000
Transfer to General Fund		
Revenue Replacement General Government Services		
Law Enforcement Salary and Benefits 7/1/21-3/31/22		10,000,000
Transfer to Sewer Fund		
Capital Outlay ARP Transfer Main Project - Trailwood Force Main		126,989
Transfer to Water Capital Project Fund		
Architectural/Engineering/Legal - St. James SE Area Improvements		175,480
Construction - St. James Area Improvements		1,754,799
Total Grant Fund Expenditures	**$**	**27,141,111**

Section 4: The following revenues are anticipated to be available to complete the project:
ARP/CSLFRF Funds: $2,369,543

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 18th day of July, 2022.

_____

Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____

Daralyn Spivey, NCCCC
Clerk to the Board

ARPA Grant Project Ordinance
(Trailwood Drive Force Main Replacement 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	$	9,164,300
Salary and Wages - Reimburse		
Premium Pay		1,909,016
Direct Administrative - Grants Management		105,000
Lead and Copper		268,750
Fringe Benefits Reimbursement		
Premium Pay		460,527
Direct Administrative - Grants Management		40,000
Lead and Copper		106,250
Direct Cost Administrative Reimbursement		5,000
Professional Services - Other - Lead and Copper		380,000
Motor Fuels - Lead and Copper		20,000
Supplies and Materials - Lead and Copper		20,000
Training and Expense - Lead and Copper		5,000
Contract Services - Lead and Copper		550,000
Vehicles on Road - Lead and Copper		50,000
Repair and Maintenance Grounds - Parks		1,497,000
Capital Outlay Improvement - Parks		503,000
Transfer to General Fund		
Revenue Replacement General Government Services		
Law Enforcement Salary and Benefits 7/1/21-3/31/22		10,000,000
Transfer to Sewer Fund		
Capital Outlay ARP Transfer Main Project - Trailwood Force Main		126,989
Transfer to Water Capital Project Fund		
Architectural/Engineering/Legal - St. James SE Area Improvements		175,480
Construction - St. James Area Improvements		1,754,799
Total Grant Fund Expenditures	**$**	**27,141,111**

Section 4: The following revenues are anticipated to be available to complete the project:
ARP/CSLFRF Funds: $126,989.00

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 18th day of July, 2022.

_____

Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____

Daralyn Spivey, NCCCC
Clerk to the Board

Request Info	
Type	Budget Amendment
Description	Vehicle Repairs
Justification	Board Meeting 07/18/2022-Appropriate $23,196 of fund balance for rollover of insurance proceeds received in FY22 with repairs needed in FY23.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	23196	Increase	Credit
104310	435300	Sheriff's Office	Repair and Maint - Vehicles	23196	Increase	Debit

Total	
Grand Total:	46392

Request Info	
Type	Budget Amendment
Description	Breast Feeding Peer Counselor
Justification	Board Meeting 07/18/2022-Appropriate $5,900 of additional state revenues restricted awarded in the Breast Feeding Peer Counselor program for the FY23 program year.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135171	332000	Breast Feeding Peer Counselor	State Revenues - Restricted	5900	Increase	Credit
135171	439900	Breast Feeding Peer Counselor	Contract Services	5900	Increase	Debit

Total

Grand Total:	11800

Request Info	
Type	Budget Amendment
Description	Dixie Youth Travel Restricted
Justification	Board Meeting 07/18/2022-Appropriate $45,000 of fund balance appropriated for Parks and Recreation Administration Dixie Youth Travel restricted for Dixie Boys and Girls teams attending the world series.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	45000	Increase	Credit
106130	423119	Parks	Dixie Youth Travel Restricted	45000	Increase	Debit

Total	
Grand Total:	90000

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 5.
Health and Human Services: Social Services - Annual Energy Outreach Plan

From:
Catherine Lytch

Issue/Action Requested:
Request that the Board of Commissioners approve the Social Services Energy Outreach Plan for fiscal year 2022-2023.

Background/Purpose of Request:
Annually, Social Service Agencies are required to submit an energy outreach plan to the state. The plan outlines how the department will administer the Crisis Intervention Program (CIP) and Low Income Energy Assistance Program (LIEAP) funds to eligible individuals. The programs are federally funded and provide assistance to qualifying families. Staff recommends approval of the plan.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Health and Human Services Board reviewed the Energy Outreach Plan at their June 27, 2022 meeting. The Board recommends the Board of Commissioners approve the Social Services Energy Outreach Plan for fiscal year 2022-2023.

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the Social Services Energy Outreach Plan for fiscal year 2022-2023.

ATTACHMENTS:

Description

- Energy Outreach Plan FY 2022-2023

Brunswick County Department of Social Services
Energy Program Outreach Plan
FY 2022-2023

The Low-Income Home Energy Assistance Program (LIHEAP) is a federally funded block grant program that is comprised of three different programs - Crisis Intervention Program (CIP), Low Income Energy Assistance Program (LIEAP) and Weatherization. There are also non-Federal Crisis Intervention Programs - Energy Neighbor, Share the Warmth, Wake Electric Round Up, and Helping Each Member Cope.

To maximize the success of this program, outreach to county residents through key community partner stakeholders, each county department of social services is required to develop and implement an Energy Program Outreach Plan (EPOP). This plan is a framework to assure that eligible households are made aware of the assistance available through these programs.

The county director and/or his/her designee is required to develop the EPOP, which addresses outreach and application activities related to the Energy Programs. The Outreach Plan is due to North Carolina Department of Health and Human Services (NCDHHS) by **July 25, 2022**.

Each county must form an outreach planning committee that creates the opportunity for county level collaboration to discuss and plan how to effectively reach county residents to inform them of the services provided by the energy programs. The committee should meet at least twice yearly; September for outreach planning related to LIEAP and April to review the outcomes related to LIEAP and to plan for outreach activities for summer weather.

COMMITTEE MEMBERSHIP

The Director of Social Services should engage a number of various community partners such as Vendors, Housing Authority, Public Libraries, Public School System/Local Colleges/Head Start,
Legal Services, Meals on Wheels, Media, Public Health/Health Centers, Churches, Food Banks, Councils on Aging/Senior Centers, Community based Indian organizations, Volunteer Programs, Vocational Rehabilitation Offices, and Transportation, services, etc.

1. Provide a list of committee members and their agencies.

   Interagency committee will consist of the following agencies:
   - Social Services
   - Brunswick County Health Services
   - Brunswick County Senior Resources, Inc.
   - Brunswick Family Assistance
   - Brunswick County Public Information Officer

2. Potential Meeting dates, times, locations, as well as agenda topics:

The committee will meet in October to discuss outreach plans for LIHEAP season at the Department of Social Services. The topics will include space needs/location, outreach activities, current needs/barriers such as COVID 19, staffing and PPE needs. The committee will meet again in December to plan for

opening of LIHEAP application to the general public. Additional meetings will be scheduled as needed to address community, agency, or any other special needs.

Define how DSS/DHS will work with the committee as well as any other agencies to collaborate regarding the Energy Program and how outreach will be provided to the citizens in your area.

A press release will be sent out to all media outlets as well as the county's website by the county's PIO and posters will be placed in the waiting areas of the Social Service building.

The press release will outline the dates and times that applications will be accepted, location, and basic information that clients need to provide to complete energy applications.

A second press release will be issued prior to LIHEAP opening to the general public.
All press releases are posted on the county's website and sent to all county partners.

Adult service social work staff will take applications out to their clients and one individual will go to each of the Senior Center sites to take applications during the first month of LIHEAP, if COVID 19 restriction allow.

Child welfare social workers will be given applications to share with families.

Information will be shared at JCPC, Smart Start, CCPT, and CFPT meetings.

1. What is the process for referring customers? What marketing tools or items will be used (please provide a copy of your previous marketing material & how you plan to enhance those in the future)?

   Program information will be shared with community partner and local groups. Information will include eligibility criteria and information on how to apply. Press releases will also be posted on county website.

2. What strategy does the county have, to continue to collaborative efforts with community partners to complete outreach activities to target potential eligible households including individuals and families?

   Application process and timeframes will be shared with community partners and groups. Community partners understand the importance of the programs to their clients. Information is shared with Senior Centers, Public Housing, Social Workers, WIC and CC4C staff to share with their clients.

3. What additional activities will be conducted to target households with members with children under 5 and age 60 and over and disabled?

   Information is shared with Senior Centers, Public Housing, Social Workers, WIC and CC4C staff to share with their clients.

Brunswick County Department of Social Services
Energy Program Outreach Plan
FY 2022-2023

Media involvement is vital to the success to outreach activities. How will your county utilize media such as newspapers, social media, radio and television stations to publicize the Energy Programs?

Energy Program information listed on the county website. The County Public Information Office will share press release with all local media outlets.

1. Provide a list of media outlets that will be used as well as timeframes in which they will be contacted (provide examples of how the county can enhance these efforts):

   November a press release is sent to all community partners, media, and local groups. Media outlets include Brunswick Beacon, State Port Pilot, & WWAY. Media outlets post and share the information. Additionally, outreach information will be available at the following locations:
   - Local Food Pantries
   - Health Department
   - Local Churches
   - Senior Centers
   - Veterans Office
   - Public Housing Office
   - DSS Lobby

ORGANIZATIONAL STRUCTURE

Counties are required to provide application processes for CIP, non-Federal CIP programs, and/or LIEAP. This information must be reported to the NCDHHS annually.

Brunswick County DSS will accept CIP and LIHEAP application via in person, phone, fax, mail, email and epass.

- Address: 60 Government Center Drive, Bolivia NC
- Phone: 910-253-2077
- Fax: 910-253-2271
- Email: dss.fns.ma@brunswickcountync.gov

The agency hours of operation are Monday – Friday 8:30 am – 5pm. In person application are accepted 8:30 am – 2:00pm daily. Due to COVID 19, the department is awaiting guidance regarding changes to the LIHEAP application process.

Crisis Intervention Program:
All CIP applications will be processed by the IMC caseworkers.

All applicable IMC's complete the NC FAST Energy Training and policy refresher training as needed.

Brunswick County Department of Social Services
Energy Program Outreach Plan
FY 2022-2023

The QA Supervisor and the Energy Program Specialists are assigned to oversee the CIP program. The supervisor will be backed up by the FNS Intake Supervisor and QA Program Manager.

Wait times are minimal due to number of IMC's available to take and process applications.

Low Income Home Energy Assistance Program:

Application Process:

- Applications will be accepted at DSS until LIHEAP is open to the public. At that time applications will be accepted at a predetermined site in the county complex.
- The Manger will assign a supervisor to oversee administration and quality reviews of the LIHEAP program.
- The assigned Supervisor will be the point of contact for LIHEAP until funds are exhausted or the end of the LIHEAP season, whichever comes first. The Economic Program Administrator/manger will be the backup.
- The Supervisor will review a random sample of applications daily.
- DSS will provide all needed supplies for the application process.

BEST PRACTICES:

Best practices are a method or technique that has been generally accepted as superior to any alternatives because it produces results. Best practices are essential to the program.

1. If your county has gone above and beyond what is listed on this form, please provide this information below:

   Brunswick County DSS will send staff to senior centers in the month of December to ensure seniors receive needed assistance and to minimize transportation barriers.

2. Any additional comments or activities for CIP, non-Federal CIP, and/or LIEAP?

   n/a

Brunswick County Department of Social Services
Energy Program Outreach Plan
FY 2022-2023

CONTACT INFORMATION:

Your contact information is essential to the success of the Energy Programs. Please complete the following information.

Name: __Catherine Lytch_____

Address: 60 Government Center Drive, Bolivia, NC 28422_

Telephone: _910-253-2113_____

Email: _catherine.lytch@brunswickcountync.gov_____

Please indicate which program:

X LIEAP

X CIP

This plan must be approved by the local Board of Social Services/Human Services Board or local agency governing body prior to submission. Refer to the latest Dear County Director Letter for instructions on how to submit this document to the North Carolina State office.

_____

Board of Social Services/Human Services or governing body Signature

_____

Date

_____

Director's Signature

_____

Date

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 6.

From:
Aaron Perkins, Director of Parks & Recreation

Parks & Recreation - Renewal of Memorandum of Agreement between Brunswick County Parks & Recreation and Brunswick County Board of Education

Issue/Action Requested:
Request that the Board of Commissioners approve the renewal of the Memorandum of Agreement between Brunswick County (Parks & Recreation) and Brunswick County Board of Education.

Background/Purpose of Request:
In August 2009, Brunswick County (Parks & Recreation) and Brunswick County Board of Education entered into a formal written agreement outlining the shared maintenance and use of facilities. The agreement has worked very well for both entities and calls for staff review and formal renewal.

The key representatives of the agreement met on May 27, 2022 and all parties support the agreement with adding Town Creek Middle School.

Brunswick County Board of Education will be hearing this item at their August 2, 2022 meeting.

Staff Recommends approval to renew the MOA between Brunswick County (Parks & Recreation) and Brunswick County (Board of Education).

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 renewal of the Memorandum of Agreement between Brunswick County (Parks & Recreation) and Brunswick County Board of Education.

ATTACHMENTS:

Description

- Memorandum of Agreement

INTERGOVERNMENTAL AGREEMENT
Brunswick County Government (Parks & Recreation Department) And
Brunswick County Board of Education
Memorandum of Agreement

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS MEMORANDUM OF AGREEMENT dated August 1, 2022, by and between the **BRUNSWICK COUNTY BOARD OF EDUCATION** and **BRUNSWICK COUNTY GOVERNMENT (specifically pertaining to the Parks & Recreation Department).**

I. PURPOSE OF THE AGREEMENT:

In establishing this agreement, the Brunswick County Board of Education ("the Board") and Brunswick County Parks & Recreation Department seek to:

a) Effectively and efficiently manage the use of athletic properties/facilities for the benefit of each party.
b) Encourage the joint use of the respective facilities and grant priority usage, after the official owning agency's obligations are met, to the requests submitted by the other agency.
c) Provide organized and planned facilities usage.
d) Establish procedures to encourage cooperative working relationships between the Board of Education and the Brunswick County Government personnel at all levels, and to quickly resolve issues.
e) Encourage joint and cooperative ventures, including facility maintenance and development.
f) Improve efficiency in relation to cost of development, cost of maintenance, and usage of facilities.
g) Regularly support successful efforts of both agencies mission and goals to adequately serve the public.

II. THE PARKS & RECREATION DEPARTMENT HEREBY AGREES TO:

a) Fertilization application of athletic fields at North Brunswick High School, South Brunswick High School, West Brunswick High School, Cedar Grove Middle School, Leland Middle School, Shallotte Middle School, South Brunswick Middle School, and Town Creek Middle School.
b) Supply field marking paint/chalk for North Brunswick High School, South Brunswick High School, West Brunswick High School, Cedar

Grove Middle School, Leland Middle School, Shallotte Middle School, South Brunswick Middle School, and Town Creek Middle School.

c) Provide labor to line athletic fields at Cedar Grove Middle School, Leland Middle School, Shallotte Middle School, South Brunswick Middle School, and Town Creek Middle School.
d) Mow athletic fields at Cedar Grove Middle School, Leland Middle School, Shallotte Middle School, South Brunswick Middle School, and Town Creek Middle School.
e) Provide clay dirt for baseball/softball fields at North Brunswick High School, South Brunswick High School, West Brunswick High School, Leland Middle School, Shallotte Middle School & South Brunswick Middle School.
f) Verta-cutting, providing sand and topdressing services for athletic fields at North Brunswick High School, South Brunswick High School, West Brunswick High School, and middle schools as requested.
g) Provide Turface infield conditioner and drying agent for baseball and softball fields at North Brunswick High School, South Brunswick High School, and West Brunswick High School.
h) Mow and line soccer/football fields at Leland Middle School, Shallotte Middle School, South Brunswick Middle School, and Town Creek Middle School.
i) Supply field equipment such as rakes, rubbers, bases, drags at North Brunswick High School, South Brunswick High School, West Brunswick High School, Leland Middle School, Shallotte Middle School, and South Brunswick Middle School.
j) Provide heavy equipment and manpower as requested by the Board (scoreboards, bleachers, etc.) to the extent County has available budgeted funds and staffing to reasonably accommodate such requests.
k) Make routine repairs on equipment as requested by the Board.
l) Loan maintenance equipment to schools as for requested needs.
m) Coordinate enhancements to the school athletic facilities that are the subject of this agreement, based on partnerships and funding initiatives when available, pursuant to mutual agreement of the parties and in compliance with State Law and Board policies.
n) Purchase equipment and related athletic facility improvements for the facilities that are the subject of this agreement (i.e., goal posts, windscreens, netting) for schools to the extent the County has available budgeted funds to reasonably accommodate such requests by the Board.
o) Allow school sports teams to use sports facilities at County Parks for practice/games at no charge pursuant to paragraph IVc of this agreement, subject to availability and in compliance with all County policies and procedures.

p) Designate a staff member to act as liaison to the Board for all communications necessary to implement this agreement.

III. THE BOARD OF EDUCATION HEREBY AGREES TO:

a) Allow Parks & Recreation Department's community programs to use school athletic fields and gymnasiums at no charge pursuant to paragraph IVc of this agreement.
b) Allow Parks & Recreation Department to use other school facilities for programs offered to the community at no charge (i.e., tennis courts, meeting space), subject to availability and in compliance with all applicable Board policies and school procedures regarding facility reservations and use.
c) Allow distribution of Parks & Recreation programming brochures and marketing materials to all schools per approval of content and in compliance with all applicable Board and school policies regarding distribution of printed materials.
d) Designate a staff member to act as a liaison to the Parks & Recreation Department for all communications necessary to implement this agreement.

IV. GENERAL GUIDELINES OF THIS AGREEMENT:

a) The Board of Education and Brunswick County Parks & Recreation Department shall act in good faith to execute the terms of this agreement.
b) This agreement shall be in effect for five (5) years from the date of signing until June 30, 2027. The agreement may be renewed by written amendment of both parties and with such revisions as are agreed upon by both parties.
c) Each party shall provide the other with a proposed schedule for use of a particular facility prior to the start of the applicable program or sports season. Any schedule adjustments necessary to meet other obligations of the facility owner shall be negotiated between the parties. Reservation of any facility outside of the previously agreed schedule shall be on a first-come first-served basis according to the generally applicable reservation policies and procedures of each party, except that any applicable facility-use fee shall be waived. Reimbursement for unusual expenses incurred as a result of the other party's use of the facility shall be negotiated at the time of the reservation.
d) The terms of any major construction, renovation, or joint facility development projects are outside the scope of this agreement and will be negotiated separately by the parties.
e) Both parties acknowledge that the ultimate responsibility for use of facility space will remain with the owner of the facility, and both parties acknowledge that obligations under this agreement are contingent upon

the availability of appropriated funds which can be used for the purpose contained herein

f) Each party agrees to be bound by all applicable policies of the other as well as all applicable federal laws and the laws and regulations of the State of North Carolina and its agencies.

g) Jessica Lunsford Act. Each party acknowledges that NC General Statute 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 place intended primarily for the use, care, or supervision of minors, including but not limited to schools and playgrounds. This prohibition applies to persons required to register under 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

h) Either party may terminate this agreement for any reason upon thirty (30) days' written notice to the other party.

i) Nothing in this agreement shall be construed to grant a right of access to the property of either party for any individual agent or employee of the other party.

V. INSURANCE:

a) Proof of Insurance: Each party shall be responsible for maintaining sufficient property damage, fire, casualty, and liability insurance on the facilities it owns. Each party shall also maintain Comprehensive General and Liability Insurance policies sufficient to cover its own employees, volunteers, and participants in its athletic programs, with the following minimum coverage amounts:

   i. Personal Injury $1,000,000 per occurrence

   ii. Property Damage $1,000,000 per occurrence

b) Indemnification: Each party remains responsible for harms caused by the negligence of intentional actions of their own agents and employees; provided, however, that nothing in this section shall be construed as a waiver of any immunity defense which might otherwise be available to either party. Furthermore, to the extent permitted by law, each party agrees to indemnify the other against all loses, including attorney's fees, incurred as a result of any judgment, lien, or other encumbrance filed against the premises as a result of actions by any agent or employee.

IN WITNESS WHEREOF, the parties, by execution of their signatures below, hereby agrees that they have read, understand, and agree to abide by the provisions contained herein and certify that they are authorized and empowered to legally bind their organizations.

_____ Date: _____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

_____ Date: _____
Steven Barger, Chairman
Brunswick County Schools Board of Education

_____ Date: _____
Steven T. Stone, County Manager
Brunswick County Government

_____
Jerry Oates, Superintendent
Brunswick County Schools Date: _____

APPROVED AS TO FORM

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

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 7.
Sheriff's Office - 911 Recorder Replacement Agreement

From:
Elizabeth Bynum

Issue/Action Requested:
Request the Board of Commissioners approve an agreement for the purchase of the 911 Center's primary and backup recording systems to replace the existing system that is end of life. This system is valued at $181,340, is 82% funded by the State, and part of the approved FY22 budget.

Background/Purpose of Request:
This purchase is in conjunction with the overall 911 Center Backup Site Project, but it is also replacing the primary site's system. The county's obligation of this project is 17.8%, $32,435, and will be rolled with other ongoing capital projects from FY22. No further appropriations are needed at this time after said rollover request.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
County and 911 funds appropriated by the board on March 21, 2022

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve an agreement for the purchase of the 911 Center's primary and backup recording systems to replace the existing system that is end of life. This system is valued at $181,340, is 82% funded by the State, and part of the approved FY22 budget.

ATTACHMENTS:

Description

- 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 Carolina Recording Systems, 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 more fully set forth in the Provider's Proposal dated June 3, 2022, including, without limitation, Quote #000476 v1 attached hereto as Exhibit "A." The Quote and all other contents of the Proposal are incorporated by reference as if fully set forth herein. Pricing for the Project is extended under North Carolina Sheriffs' Association Contract 23-02-0222, Technology Procurement.

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 7/18/2022 (the "Effective Date") and continues in effect until 7/17/2023, 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.

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3. NONAPPROPRIATION

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

4. COMPENSATION

The County agrees to pay costs as specified in Exhibit "A" or as set out above for the satisfactory completion of the Project. Unless otherwise specified, Provider shall submit invoices to County in two (2) phases: at the completion of the primary installation and at the completion of the backup. Invoices must include detail of all products delivered or work performed under the terms of this Agreement, along with applicable sales tax. 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. Notwithstanding the foregoing and for clarity, the Quote attached hereto as Exhibit "A" does not include sales tax, which shall be paid by County when included on invoices for the Project. 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.

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6. PROVIDER REPRESENTATIONS

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

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

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

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

e. Provider shall not violate any agreement with any third party by entering into or performing the 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. 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);

h. 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;

i. 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

j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

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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 the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

9. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or 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, 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

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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 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

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

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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.

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

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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 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

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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.

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

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.

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

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

ii. For the Provider: Carolina Recording Systems, LLC
1619 North Graham Street
Charlotte, NC 28206

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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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ATTEST:

BRUNSWICK COUNTY

_____
Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

CAROLINA RECORDING SYSTEMS, LLC

By: _____

Printed Name: Ashlee Swilling

Title: Sales Director

Date: 6/21/2022

"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"
QUOTE

P.O. Box 11311
Charlotte, NC 28220
www.crsnc.com
(888) 661-0202

CAROLINA RECORDING SYSTEMS

Primary Site DX - Eligible Positions

Product Details		Quantity	Unit Price	Ext. Price
NexLog System Hardware				
NexLog740DX	**NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager.** Audio controls & amplified speaker on front panel, dual hot-swap 120-240VAC 50/60Hz power supplies and first-year hardware warranty. **Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security**	1	$8,750.00	$8,750.00
DX701	**Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX**	1	$1,750.00	$1,750.00
DX730	**Standard NexLog 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)**	1	$0.00	$0.00
324430	**Rack Mount Slides - 4 Post, 3U (for NexLog 740DX)**	1	$360.00	$360.00
DX712	**Upgrade NexLog 740 DX-Series (at time of order) to 4x4TB HotSwap RAID5=12TB storage**	1	$7,190.00	$7,190.00
Recording Channel Cards and Licensing				
DXANA24	**24-Channel Analog PCIe (PCI Express) Card, 24 Ch. Licenses**	1	$6,600.00	$6,600.00
DXANA8	**8-Channel Analog PCIe (PCI Express) Card, 8 Ch. Licenses**	1	$2,700.00	$2,700.00
109033-003	**Quick Install Kit (9 ft. Amphenol Cable + "66" Block)**	2	$220.00	$440.00
271052	**Internal IP Recorder with First 8 G.711 Channels**	1	$3,850.00	$3,850.00
271035	**Additional Internal IP G.711 8-Channel license pack**	3	$1,750.00	$5,250.00
DX750	**24 port GPIO PCI Card/Cable Kit, non-isolated (for NexLog 740 DX-Series recorder only)**	1	$1,420.00	$1,420.00
DX755	**Quad Port 100/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)**	1	$1,440.00	$1,440.00
Call Handling Integration				
271140	**Eventide Interface license (audio) for Motorola VESTA 911 (and Motorola CallWorks) IP/SPAN Recording**	1	$2,700.00	$2,700.00

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CAROLINA RECORDING SYSTEMS

Primary Site DX - Eligible Positions

Product Details		Quantity	Unit Price	Ext. Price
DX902	**Solacom/Motorola-Vesta i3 Data Handling/SMS recording License (DX environments, not compatible with 271174)**	1	$4,795.00	$4,795.00
209029	**911 NENA ANI/ALI CAD Spill Integration - USA/Canada only**	1	$1,995.00	$1,995.00
Screen Capture				
271070	**Windows Screen Recording (First 5 PCs on recorder)**	1	$2,750.00	$2,750.00
271076	**Windows Screen Recording (5 additional PCs on recorder)**	1	$550.00	$550.00
CAD Integration				
DX907	**Central Square / Zeurcher - license for database access by Zeurcher**	1	$5,000.00	$5,000.00
Quality Assurance Package				
271077	**Quality Assurance DX Software (Quality Factor): FIRST 20 Agents (Requires MediaWorks Plus/DX)**	1	$2,750.00	$2,750.00
271082	**Quality Assurance DX Software (Quality Factor): 20 Agent ADD-ON license pack**	1	$2,150.00	$2,150.00
271165	**Quality Assurance DX Software (Quality Factor): Advanced Evaluation Scheduling Option (for QA recording selection based onavailable ANI/ALI or CAD metadata in the recorder's database)**	1	$1,595.00	$1,595.00
Archiving and Data Backup				
271014	**Central Archive License (for archive to another NexLog)**	1	$1,670.00	$1,670.00
271051	**Additional Network Archive License (1 is included)**	1	$250.00	$250.00
Web Client Licensing				
271083	**8 pack MediaWorks DX (web) concurrent license**	2	$995.00	$1,990.00

Subtotal: **$67,945.00**

Motorola P25 Radio Integration - Primary Site

Product Details		Quantity	Unit Price	Ext. Price
Motorola Astro P25 for Primary Site				
209220	**Integration to Motorola ASTRO 25 system - Initial ASTRO version - SINGLE AIS**	1	$14,995.00	$14,995.00

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Charlotte, NC 28220
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Motorola P25 Radio Integration - Primary Site

Product Details		Quantity	Unit Price	Ext. Price
115015	**Initial license processing, handling and management per end user for P25 or TETRA; (Manadory - Non-Discountable)**	1	$3,500.00	$3,500.00
271141	**Mandatory license fee for Initial Astro System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid)**	1	$54,995.00	$54,995.00
324720	**DVSI 2-Port USB Decoder Unit (for P25, DMR, MOTOTRBO, NXDN) - Max 8**	2	$3,000.00	$6,000.00
Motorola Astro P25 License Transfer Credit				
209220	**Integration to Motorola ASTRO 25 system - Initial ASTRO version - SINGLE AIS**	1	($14,995.00)	($14,995.00)
271141	**Mandatory license fee for Initial Astro System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid)**	1	($54,995.00)	($54,995.00)
115015	**Initial license processing, handling and management per end user for P25 or TETRA; (Manadory - Non-Discountable)**	1	($3,500.00)	($3,500.00)

Subtotal: **$6,000.00**

Peripherals - Primary Site

Product Details		Quantity	Unit Price	Ext. Price
NAS-L250-A12	**Network Attached Storage Server - 1U Rack-Mount with 12TB Hot Swap RAID, Intel CPU, Windows Server 2019 Standard**	1	$6,495.00	$6,495.00

Subtotal: **$6,495.00**

Installation Services - Primary Site

Product Details		Quantity	Unit Price	Ext. Price
PROSVCS	**Services include pre-installation site survey, installation, configuration, testing and unlimited training.**	1	$12,500.00	$12,500.00

Subtotal: **$12,500.00**

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Shipping - Primary Site

Product Details		Quantity	Unit Price	Ext. Price
MAN S&H	**Manufacturer Shipping and Handling**	2	$175.00	$350.00
			Subtotal:	**$350.00**

Backup Site DX

Product Details		Quantity	Unit Price	Ext. Price
NexLog System Hardware				
NexLog740DX	**NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager.** Audio controls & amplified speaker on front panel, dual hot-swap 120-240VAC 50/60Hz power supplies and first-year hardware warranty. **Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security**	1	$8,750.00	$8,750.00
DX701	**Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX**	1	$1,750.00	$1,750.00
DX730	**Standard NexLog 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)**	1	$0.00	$0.00
324430	**Rack Mount Slides - 4 Post, 3U (for NexLog 740DX)**	1	$360.00	$360.00
DX711	**Upgrade NexLog 740 DX-Series to 4x2TB HotSwap RAID5=6TB storage**	1	$5,790.00	$5,790.00
Recording Channel Cards and Licensing				
DXANA24	**24-Channel Analog PCIe (PCI Express) Card, 24 Ch. Licenses**	1	$6,600.00	$6,600.00
109033-003	**Quick Install Kit (9 ft. Amphenol Cable + "66" Block)**	1	$220.00	$220.00
271052	**Internal IP Recorder with First 8 G.711 Channels**	1	$3,850.00	$3,850.00
271035	**Additional Internal IP G.711 8-Channel license pack**	3	$1,750.00	$5,250.00
DX750	**24 port GPIO PCI Card/Cable Kit, non-isolated (for NexLog 740 DX-Series recorder only)**	1	$1,420.00	$1,420.00
DX755	**Quad Port 100/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)**	1	$1,440.00	$1,440.00
Call Handling Integration				

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CAROLINA RECORDING SYSTEMS

Backup Site DX

Product Details		Quantity	Unit Price	Ext. Price
271140	**Eventide Interface license (audio) for Motorola VESTA 911 (and Motorola CallWorks) IP/SPAN Recording**	1	$2,700.00	$2,700.00
DX902	**Solacom/Motorola-Vesta i3 Data Handling/SMS recording License (DX environments, not compatible with 271174)**	1	$4,795.00	$4,795.00
209029	**911 NENA ANI/ALI CAD Spill Integration - USA/Canada only**	1	$1,995.00	$1,995.00
Screen Capture				
271070	**Windows Screen Recording (First 5 PCs on recorder)**	1	$2,750.00	$2,750.00
271076	**Windows Screen Recording (5 additional PCs on recorder)**	1	$550.00	$550.00
CAD Integration				
DX907	**Central Square / Zeurcher - license for database access by Zeurcher**	1	$5,000.00	$5,000.00
Archiving and Data Backup				
271014	**Central Archive License (for archive to another NexLog)**	1	$1,670.00	$1,670.00
Web Client Licensing				
271083	**8 pack MediaWorks DX (web) concurrent license**	1	$995.00	$995.00

Subtotal: **$55,885.00**

Motorola P25 Radio Integration - Backup Site

Product Details		Quantity	Unit Price	Ext. Price
Motorola Astro P25 for Backup Site				
209221	**Integration to Motorola ASTRO 25 system - Initial ASTRO version - per ADD'L AIS**	1	$5,995.00	$5,995.00
271142	**Mandatory license fee for Initial Astro System Release - for same end-customer, PER EACH AIS BEYOND FIRST AIS (Non-Discountable; must be pre-paid)**	1	$12,495.00	$12,495.00
324720	**DVSI 2-Port USB Decoder Unit (for P25, DMR, MOTOTRBO, NXDN) - Max 8**	2	$3,000.00	$6,000.00

Subtotal: **$24,490.00**

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Shipping - Backup Site

Product Details		Quantity	Unit Price	Ext. Price
MAN S&H	**Manufacturer Shipping and Handling**	1	$175.00	$175.00

Subtotal: **$175.00**

Installation Services - Backup Site

Product Details		Quantity	Unit Price	Ext. Price
PROSVCS	**Services include pre-installation site survey, installation, configuration, testing and unlimited training.**	1	$7,500.00	$7,500.00

Subtotal: **$7,500.00**

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Charlotte, NC 28220
www.crsnc.com
(888) 661-0202

Brunswick County Emergency Communications - Primary & Backup Solutions

Prepared by:

CRS / Carolina Recording Systems, LLC

Ashlee Swilling
(706) 844-5731
ashlee.swilling@crsnc.com

Prepared for:

Brunswick County Emergency Communications

80 Stamp Act Dr NE
Bolivia, NC 28422
Brian Ross
(910) 253-2571
brian.ross@brunswicksheriff.com

Quote Information:

Quote #: 000476

Version: 1
Delivery Date: 06/03/2022
Expiration Date: 07/31/2022

Quote Summary

Description	Amount
Primary Site DX - Eligible Positions	$67,945.00
Motorola P25 Radio Integration - Primary Site	$6,000.00
Peripherals - Primary Site	$6,495.00
Installation Services - Primary Site	$12,500.00
Shipping - Primary Site	$350.00
Backup Site DX	$55,885.00
Motorola P25 Radio Integration - Backup Site	$24,490.00
Shipping - Backup Site	$175.00
Installation Services - Backup Site	$7,500.00
Total:	**$181,340.00**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Installation Considerations:
Customer's radio, telephone, and CAD vendors should provide the proper inputs, identified and terminated within 6 feet of the recorder's physical location. Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by its other vendors.

Order Remittance: Please approve orders online via the provided secure link or email Purchase Orders to orders@crsnc.com.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 8.
Sheriff's Office -- GHSP LEL Grant Award Acceptance

From:
Elizabeth Bynum

Issue/Action Requested:
Request the Board of Commissioners accept an award with the Governor's Highway Safety Program grant for the Law Enforcement Liaison position currently held by a Sheriff's Office Lieutenant for FY23 by signing a resolution with GHSP. The grant award is valued at $25,000 with no county match requirement.

Background/Purpose of Request:
The GHSP Region 3 LEL position is in charge of organizing and coordinating GHSP-related campaigns in the region. Funds in this grant award will cover the cost of support related to GHSP meetings and checkpoints, in and out of state travel required by the LEL, and the costs of four radars used to monitor speed and one speed display sign.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
Resolution approval only. Notice of final award will be provided in September and an amendment appropriating the funds will be brought to the board once received.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners accept an award with the Governor's Highway Safety Program grant for the Law Enforcement Liaison position currently held by a Sheriff's Office Lieutenant for FY23 by signing a resolution with GHSP. The grant award is valued at $25,000 with no county match requirement.

ATTACHMENTS:

Description

- Resolution
- GHSP Letter
- AOC

North Carolina Governor's Highway Safety Program

LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the _____ (herein called the "Agency")
(The Applicant Agency)

has completed an application contract for traffic safety funding; and that _____
(The Governing Body of the Agency)

_____ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE _____ IN OPEN
(Governing Body)

MEETING ASSEMBLED IN THE CITY OF _____, NORTH CAROLINA,

THIS _____ DAY OF _____, 20 _____, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That _____ is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of $ _____ to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
   (Name and Title of Representative)
   (Federal Dollar Request)
3. That the Governing Body has formally appropriated the cash contribution of $_____ as required by the project contract; and
   (Local Cash Appropriation)
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____
(Chairperson/Mayor)

ATTESTED BY _____ **SEAL**
(Clerk)

DATE _____

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

June 23, 2022

Elizabeth Bynum
BRUNSWICK COUNTY
SHERIFF
PO Box 9
BOLIVIA NC 28422-0009

Application number: 1000012879
Ref : 2023 Application Approval

Dear Elizabeth Bynum,

The Governor's Highway Safety Program (GHSP) grant management team has completed its final review of applications for fiscal year 2023, which begins October 1, 2022. Your application was approved to proceed to the next stage of the funding process. The next step of the funding process is the submission of the Agreement of Conditions, Resolution (if required) and the Pinning of your electronic application.

Although your application has been approved, this does not assure funding. Final approval of funds will not be made until late September when your Agreement is finalized.

Please feel free to contact your Highway Safety Specialist should you have any questions or concerns in regards to this request. The GHSP appreciates your dedication and contribution to highway safety. Thank you for being part of the North Carolina Highway Safety Plan.

Sincerely,

Mark Ezzell
Director

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
GOVERNOR'S HIGHWAY SAFETY PROGRAM
1508 MAIL SERVICE CENTER
RALEIGH, NC 27699-1508

Telephone: (919) 814-3650

Website: www.ncdot.gov/programs/GHSP/

Location
750 NORTH GREENFIELD PARKWAY
GARNER, NC 27529

North Carolina Governor's Highway Safety Program

Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
   - **(a)** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
   - **(b)** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
   - **(c)** Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
   - **(d)** Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
   - **(e)** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
   - **(f)** The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
   - **(g)** The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
   - **(h)** Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
   - **(i)** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
   - **(j)** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
   - **(a)** Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
   - **(b)** Sec. 1906, Pub. L.109-59, as amended by Sec. 4011, Pub. L. 114-94;
   - **(c)** Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
   - **(d)** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
   - **(e)** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
   - **(f)** NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**

   (a) Certification Regarding Federal Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:

   (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

(b) Restriction on State Lobbying. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

(a) Audit Required. Non-Federal entities that expend $750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.

(b) Single Audit. Non-Federal entities that expend $750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).

(c) Non-Governmental Entities. Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

(a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

(b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

(e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

(g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

(h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.

(j) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.

(i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.

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

8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.

11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.

13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.

2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.

4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.

5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.

6. **Property and Equipment.**
   (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
   (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
   (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
      (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

(ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.

(d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of $5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.

7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of $5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.

8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.

9. **Reimbursement.**
   (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
   (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
   (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
   (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
   (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.

10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.

11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.

12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.

13. **Reports Required.**
   (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
   (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

(c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. **Out-of-State Travel.**
    (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
    (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
    (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
    (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. **Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
    (a) **Certifications Required.**
        (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
        (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
        (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
    (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. **Conditions for Local Governmental Agencies.**
    (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
    (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. **Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. **Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. **Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. **Continued Federal and State Funding.**
    (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

(b) State Funding. The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.

22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

23. **Department Held Harmless.**
    (a) For State Agencies. Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
    (b) For Agencies Other Than State Agencies. The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

24. **Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.

25. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
    (a) Cancel, terminate, or suspend this contract in whole or in part;
    (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
    (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
    (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.

26. **Cancellation, Termination, or Suspension of Contract.**
    (a) By the Department. For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

(b) By mutual consent. The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.

(c) Unexpended funds. Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. **Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. **E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

(a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;

(b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and

(c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. **Agency Fiscal Year.** The end date for the Agency's fiscal year is 06/30/2023

31. **Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME: Daniel Little	TITLE: Lieutenant	ADDRESS: 70 Stamp Act Dr. Bolivia NC 28422
SIGNATURE:	DATE: 06/29/2022	TELEPHONE NUMBER: 910-547-6680
AGENCY AUTHORIZING OFFICIAL		
NAME: John W. Ingram, V	TITLE: Sheriff	ADDRESS: 70 Stamp Act Drive, Bolivia, NC 28422
SIGNATURE:	DATE: 06/29/2022	TELEPHONE NUMBER: 910-253-2736
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME: Elizabeth Bynum	TITLE: Comptroller	ADDRESS: 70 Stamp Act Dr. Bolivia, NC 28422
SIGNATURE:	DATE: 06/29/2022	TELEPHONE NUMBER: 910-253-2855

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 9.
Sheriff's Office -- SCAAP Grant Award Acceptance

From:
Elizabeth Bynum

Issue/Action Requested:
Request the Board of Commissioners accept an award from the BJA FY 2020 State Criminal Alien Assistance Program (SCAAP) grant valued at $15,573 with no county match requirement.

Background/Purpose of Request:
The SCAAP grant is one the Sheriff's Office applies for every year and provides reimbursement for the care of eligible inmates in a given reporting period. Once funds are received, they are typically designated toward salary expenditures. This particular grant application was submitted in 2021. To compare, the last SCAAP grant award amount in 2020 was $10,167.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners accept an award from the BJA FY 2020 State Criminal Alien Assistance Program (SCAAP) grant valued at $15,573 with no county match requirement.

ATTACHMENTS:

Description

- SCAAP Award Packet
- Email Announcement

Award Letter

June 16, 2022

Dear Randell Woodruff,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you that the Office of Justice Programs (OJP) has approved the application submitted by BRUNSWICK, COUNTY OF for a Payment Award (non-grant) under the funding opportunity entitled 2020 BJA FY 2020 State Criminal Alien Assistance Program Program Requirements and Application Instructions. The approved payment amount is $15,573.

Review the award instrument below carefully and familiarize yourself with all requirements before accepting your payment award. The award instrument includes the payment award offer and award acceptance. In connection with this payment award, references to the term “award” should be understood as this payment award.

To accept the award, the Authorized Representative(s) must accept all parts of the award offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations on your payment award.

Maureen Henneberg
Deputy Assistant Attorney General

Award Information

This award is offered subject to the conditions or limitations set forth in the award instrument.

Recipient Information

Recipient Name

BRUNSWICK, COUNTY OF

UEI
MJBMXLN9NJT5

Street 1
75 COURTHOUSE DR

Street 2

City
BOLIVIA

State/U.S. Territory
North Carolina

Zip/Postal Code
28422

Country
United States

County/Parish
____

Province
____

Award Details

Payment Award Date
6/16/22

Award Type
Initial

Award Number
15PBJA-20-RR-00506-SCAA

Supplement Number
00

Payment Award Amount
$15,573.00

Funding Instrument Type
Reimbursement

Assistance Listing Number	Assistance Listings Program Title
16.606	

Statutory Authority

The FY 2020 program is authorized by 8 U.S.C. § 1231(i) and Consolidated Appropriations Act, 2020, Pub. L. No. 116-93, 133 Stat 2317, 240. See also 28 U.S.C. § 530C(a).

☐ *I have read and understand the information presented in this section of the award instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the award instrument.

1

In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for "correctional purposes", as required by 8 U.S.C. § 1231(i)(6).

2

In accepting this award, the recipient declares and certifies, among other things, that it has current information in the System for Award Management, as indicated in 2 C.F.R. Part 25.

☐ *I have read and understand the information presented in this section of the award instrument.*

SCAAP Certifications

SCAAP Applicant Government and Submitting Government Official

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on the applicant government and the submitting government official entered above as part of this online application to the FY 2020 program is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review, and is provided in accordance with the requirements, definitions, and instructions set out in the OJP document entitled State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this and all other certifications in this online application as material representations in any decision to make a SCAAP payment to the applicant government in response to this application.

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant "State" or "unit of local government" to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also understand and acknowledge that payments under OJP programs such as SCAAP, including

certifications provided in connections with such payments, are subject to review by USDOJ, including by OJP and the USDOJ Office of the Inspector General.

SCAAP Information on "Eligible Inmates"

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on "eligible inmates" entered or uploaded as part of this online application to the FY 2020 program-- (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the OJP document entitled State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment under the FY 2020 program, and that this certification is subject to review by USDOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

SCAAP Information on "Correctional Officers" and "Facilities"

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on "correctional officers" and "correctional facilities" entered or uploaded as part of this online application to the FY 2020 program-- (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the OJP document entitled State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment under the FY 2020 program, and that this certification is subject to review by USDOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

☐ *I have read and understand the information presented in this section of the award instrument.*

SCAAP Use Of Funds

In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for "correctional purposes," as required by 8 U.S.C. § 1231(i)(6). Please select at least one of the options below to indicate that payment will be used for one of the following allowable "correctional purposes."

- [ ] Salaries for corrections officers
- [ ] Overtime costs
- [ ] Corrections work force recruitment and retention
- [ ] Construction of corrections facilities
- [ ] Training/education for offenders
- [ ] Training for corrections officers related to offender population management
- [ ] Consultants involved with offender population
- [ ] Medical and mental health services
- [ ] Vehicle rental/purchase for transport of offenders
- [ ] Prison industries
- [ ] Pre-release/reentry programs
- [ ] Technology involving offender management/inter-agency information sharing
- [ ] Disaster preparedness continuity of operations for corrections facility

- [ ] *I have read and understand the information presented in this section of the award instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant,

to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	6/16/22 12:03 AM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official

County Manager

Signed Date And Time

——

Gmail **Elizabeth Bynum <ebynum.bcso@gmail.com>**

State Criminal Alien Assistance Program – FY 2020 SCAAP Award Announcement

1 message

SCAAP <ojp@public.govdelivery.com> Thu, Jun 23, 2022 at 10:06 AM
Reply-To: ojp@public.govdelivery.com
To: ebynum.bcso@gmail.com

Dear SCAAP Recipient:

The Bureau of Justice Assistance (BJA) is pleased to announce that Fiscal Year (FY) 2020 State Criminal Alien Assistance Program (SCAAP) awards have been processed. The FY 2020 SCAAP award amounts are listed on the SCAAP website. To access FY 2020 SCAAP award funds, entities must assign users in the Justice Grants System (JustGrants), electronically accept the award in JustGrants within 45 days, enroll in the Automated Standard Application for Payments (ASAP), and request payment (drawdown) in ASAP by 12-27-22.

Please note that the notification email from JustGrants included standard language that is included in all JustGrants award notification emails. While the Entity Administrator must assign a Grant Award Administrator, Financial Manager, and Authorized Representative for the SCAAP award to be accepted, financial reports, performance reports, and grant award modifications are not applicable to SCAAP. In addition, the award closeout is an automatic process that occurs once the award draw down is conducted in ASAP. No action is required by the recipient to complete the award closeout.

Please review the following guidance documents below prior to accepting and drawing down your FY 2020 SCAAP award funds:

- SCAAP award acceptance guide: https://bja.ojp.gov/program/state-criminal-alien-assistance-program-scaap/scaap-award-acceptance.
- JustGrants roles and entity management: https://justicegrants.usdoj.gov/training/training-entity-management.
- JustGrants self-service guidance document that addresses the most frequently asked questions about JustGrants system access.
- ASAP resources: https://justicegrants.usdoj.gov/resources/asap Note: ASAP enrollment is required to receive the FY 2020 SCAAP award funds. Please see additional ASAP information here: https://justicegrants.usdoj.gov/taxonomy/term/3616.

For assistance with your JustGrants account, contact JustGrants Support at JustGrants.Support@usdoj.gov or 833–872–5175 Monday through Friday from 5:00 a.m. to 9:00 p.m. eastern time; Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. eastern time.

For **questions related to ASAP system**, please contact the OCFO Customer Service Center by email at **Ask.OCFO@usdoj.gov** or 800-458-0786.

For questions concerning your FY 2020 SCAAP award amount or other award questions, please email the SCAAP Help Desk at scaap@usdoj.gov or 202-353-4411.

Thank you,

SCAAP Program Team

Bureau of Justice Assistance

This email was sent to ebynum.bcso@gmail.com using GovDelivery Communications Cloud on behalf of: Department of Justice · Washington, DC

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 10.

From:
Elliot Swain

Soil and Water - Streamflow Rehabilitation Assistance Program Grant Award

Issue/Action Requested:
Request to approve grant award as presented by the NC Division of Soil and Water Conservation and to delegate signature authority to County Manager.

Background/Purpose of Request:
Brunswick County has been awarded funding for stream clean out activities as presented in the attached scope of work.

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates state revenues restricted of $394,905 for the Streamflow Rehabilitation Assistance Program awarded by the NC Department of Agriculture and Consumer Services Division of Soil and Water Conversation. Agreement is to assist in protecting and restoring the integrity of drainage infrastructure through routine maintenance to existing streams and drainage ways.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend approval of grant award as presented by the NC Division of Soil and Water Conservation and to delegate signature authority to County Manager.

ATTACHMENTS:

Description

- NC Soil and Water StRAP Offer
- SOW rev.1
- Budget Amendment

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

June 20, 2022

Elliot Swain
Brunswick County
PO Box 249
Bolivia , NC 28422

NOTIFICATION OF FUNDING OFFER

Dear Elliot Swain,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services - Division of Soil & Water Conservation, I am pleased to inform you that $394,905.00 for your project, StreamFlow Rehabilitation Program (StRAP), was approved.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, there are two (2) options to complete the contract. It is acceptable to have everyone sign the contract electronically or submit two (2) original signed contracts. Depending on the method you choose, please return as shown below:

Electronic Signed Contract:
Heather Reichert
Administrative Specialist
Heather.reichert@ncagr.gov

Original signatures email:
Heather Reichert, Administrative Specialist
N.C. Department of Agriculture & Consumer Services, Division Name
1614 Mail Service Center
Raleigh, NC 27699-1614

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. All authorized representative signatures must be in **blue or black** ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet. **Failure to complete and return the contract packets within 60 days of this letter or the deadline of any written extension provided will result in funding cancellation for the project.**

One fully-executed, an original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Heather Reichert at 919-707-3768, or feel free to send an email to heather.reichert@ncagr.gov.

I would like to take this opportunity to thank you for participating in the StreamFlow Rehabilitation Program (StRAP).

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures
cc: Heather Bruce, Grants Manager

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 ● Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government State Funds)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: **Brunswick County**

PROJECT TITLE/NAME: **Streamflow Rehab Assistance Program**

CONTRACT #: 22-080-4012

GO Entities Only Check One Box				*Document Title*	*Department Use – Documents Attached or On File*				*Grants and Contracts- Documents Attached or On File*			
	Yes		No	Contractual "Check Off List for Grantee		Yes		No		Yes		No
	Yes		No	Contract Cover (To be signed, dated & witnessed)		Yes		No		Yes		No
	Yes		No	Attachment A – General Terms and Conditions – Government/University		Yes		No		Yes		No
	Yes		No	Attachment B – Scope of Work (includes Timeline and Line Item Budget)		Yes		No		Yes		No
	Yes		No	Attachment C – Certifications and Assurances Section		Yes		No		Yes		No
	Yes		No	Attachment D – NC OpenBook Supplemental Information		Yes		No		Yes		No
	Yes		No	Attachment E – Signature Card		Yes		No		Yes		No
	Yes	X	No	Attachment F – StreamFlow Assistance 50% Progress Report***		Yes	X	No		Yes		No
	Yes	X	No	Attachment G – Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report***		Yes	X	No		Yes		No
	Yes	X	No	Attachment H- Request for Payment form***		Yes	X	No		Yes		No
				** NC Substitute W-9 and VEP forms are already on file and won't be required to be collected with contract.								

Rev. 6/17, 4/22

***Attachments F, G and H do NOT need to be returned with the final contract

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Departmental Use Only

CENTER:2740
ACCOUNT: 536431
AMOUNT: $394905
CENTER:
ACCOUNT:
AMOUNT: $
TIME PERIOD: June 1, 2022-Dec. 31, 2024

North Carolina Department of Agriculture and Consumer Services
Division of Soil & Water Conservation

Streamflow Rehabilitation Assistance Program– Government

CONTRACT # _____ (Grants & Contracts Office Assigns)

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water** (the "Agency") and Brunswick County, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6000278 and is physically located in Brunswick County and is further located at PO Box 249 Bolivia, NC 28422.

The purpose of this Contract is to assist in protecting and restoring the integrity of drainage infrastructure through routine maintenance to existing streams and drainage ways. The Grantee's project title is Streamflow Rehabilitation Assistance Program. This Contract is funded by State appropriations provided through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). Funds awarded under this Contract must be used for the purposes for which they are intended and provided in Session Law 2021-180, Senate Bill 180 Section 5.9(k)-(o).

The Grantee's fiscal year ends _June 30_.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work providing details on the stream debris removal and watershed structure projects and timelines (Attachment C)
4. NC Openbook Supplemental Information (Attachment D)
5. Signature Card (Attachment E)
6. Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report (Attachment F)
7. Streamflow Assistance 50% Progress Report (Attachment G)
8. Request for payment form (Attachment H)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

I. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. Effective Period:

This Contract shall be effective on **June 1, 2022**, and shall terminate on **December 31, 2024,** with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. Grantee's Duties:

- The Grantee has 60 days to return the original contract from the offer letter. If more than 60 days is needed, a written explanation providing a detailed explanation for the extension need is required. The letter will also need to include a date that the contract will be signed and returned. The letter will be subject to approval. Failure to return the contract within 60 days or a written explanation will result in funding cancellation for the project.
- The Grantee shall provide the planned repairs to the named stream/drainage channels and watershed projects listed in Attachment B, Scope of Work. The Grantee shall be responsible for obtaining necessary landowner authorization for site access and all permits needed to complete the planned work.
- Grantee will need to have *Fifty percent (50%) of award funds committed* (i.e., encumbered) with vendors by **February 28, 2023**. If by February 28, 2023, this condition hasn't been met, the grantee's remaining unencumbered funds are subject to reversion and reallocation by the Commission.

IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed **$394,905.00**. The funds are provided from State appropriations allocated through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). By **February 28, 2023**, fifty percent (**50%**) of the award amount **$197,452.50** should be encumbered by contracts.

[X] a. There are no matching requirements from the Grantee.

[ ] b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In Kind	$
	Cash	$

[ ] c. The Grantee's matching requirement is _____, which consists of:

	In Kind	$
	Cash	$

The total Contract amount with matching funds is $ $394,905.00

V. Conflict of Interest Policy:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict-of-Interest Policy with the Agency prior to disbursement of funds.

VI. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. Reporting Requirements:

- State Reporting Requirements [N.C.G.S. 143C-6-23]:
    - The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.
- Agency Reporting Requirements:
    - The Grantee shall submit quarterly progress reports, with each report due on or before the last day of January, April, July, and October, continuing until the project is complete and final project report is approved.
    - First report will be due on or before the last day of October 2022.
    - The quarterly report will be submitted using the form shown as ***Attachment F-*** *Streamflow Rehabilitation Assistance Program (StRAP) Progress Report*. This report will be used for the quarterly and final report. Each report shall include a narrative summary of the work completed each quarter and for the project to date and a summary of cash and in-kind expenditures for the quarter and total project.
    - The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.
    - Grantee shall submit a *Streamflow Assistance 50% Progress Report (**Attachment G**)* by **end of business hours on February 28, 2023**. The report will provide detailed information on the contracts that have been approved and executed for the project. This report requires the grantee to show 50% of contract funds being encumbered by contracts. The report needs to be submitted to the Agency contract administrator via email. The report is also subject to the review and approval of the Soil & Water Commission.
    - Grantee shall submit a Final Financial report and Final Invoice no later than 60 days after the expiration or termination of this Contract.
    - Grantee will provide award letters for any subgrant.
    - Failure to submit timely and accurate reports will delay action on submitted invoices. Repeated reporting issues can also result in further discussion with the Soil & Water Commission to determine continued participation in the program.

IX. Payment Provisions:

All Request for Payment forms should be received no more than monthly. Payment requests will be submitted using ***Attachment H-*** *StreamFlow Rehabilitation Assistance Program Project Invoice Form*, along with an appropriate certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency payment shall be made within 30 days. All payments are subject to the availability of funds and verification that the Grantee is current on all reporting requirements.

For sites for which this contract is supplementing USDA Emergency Watershed Protection Program (EWPP) funding, completed work must also satisfy EWPP requirements prior to payment being authorized.

A portion of the funds awarded to the Grantee may be used to reimburse actual documented engineering, technical assistance, and administrative expenses for the project, excluding any salary, benefits, and operating expenses that would normally have been paid by the Grantee. Reimbursement of engineering, technical assistance, and administrative expenses shall be limited to 15% of total reimbursed expenditures.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Program Project Invoice" form. Eligible uses of income earned are:

- Expanding the project or program.
- Continuing the project or program after grant ends; or
- Supporting other projects or programs that further the broad objectives of the grant program.

This contract can be terminated prior to the original end date once the Grantee completes their final report. If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by a final invoice. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual" https://www.osbm.nc.gov/budget/budget-manual

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

Indirect costs are not allowable expenditures under this Contract.

X. Fraud, Waste and Abuse

Grantee, including its employees, contractors, agents, interns, or any subrecipients, shall report suspected fraud, waste and abuse activities related to any state employee, vendor or sub recipient of state funds or state resources.

There are three methods for reporting suspected fraud, waste or abuse (FWA). Grantee can report suspected FWA directly to the Agency's Audit Services Division, to any member of the Agency's management team or through the FWA reporting website below.

N.C.G.S. 143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: https://www.ncagr.gov/internalaudit/ReportForm.htm

Under no circumstances should an individual attempt to personally conduct investigations or interviews /interrogations related to any suspected FWA act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct.

It is the Agency's policy that employees/contractors/sub recipients/interns will not suffer retaliation or harassment for reporting in good faith any FWA concerns. The Agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be unsubstantiated.

XI. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Heather Reichert **1614 Mail Service Center** **Raleigh, NC 27699-1614** Telephone: 919-707-3768 Email: heather.reichert@ncagr.gov Grants & Contracts General Email: agr.grants@ncagr.gov	Heather Reichert Division of Soil & Water Conservation 216 West Jones Street Raleigh, NC **27603**

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Elliot Swain Brunswick County PO Box 249 Bolivia , NC 28422 9102532832 elliot.swain@brunswickcountync.gov	**Same**

XII. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State, and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XIII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- Will implement or already have implemented adequate internal controls over disbursements.
- Pre-audit all invoices presented for payment to determine:
    - Validity and accuracy of payment

    - Payment due date
    - Adequacy of documentation supporting payment
- Legality of disbursement
- Assure adequate control of signature stamps/plates.
- Assure adequate control of negotiable instruments; and
- Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XI. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIV. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 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 procurement or Contract, 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 employee of your organization.

(This space is internally left blank)

XV. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail. It is required that each party retain a fully executed copy of this contract.

Grantee: _____

Signature of Authorized Representative Date

Printed Name Title

Witness:

Signature Date

Printed Name Title

North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner

PUBLIC SECTOR CONTRACTS (Including Local Governments)

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

(1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, “Agency” shall mean the entity identified as one of the parties hereto.

(2) "Audit" means an examination of records or financial accounts to verify their accuracy.

(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.

(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.

(6) "Fiscal Year" means the annual operating year of the non-State entity.

(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.

(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, “Grantee” shall mean the entity identified as one of the parties hereto.

(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.

(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.

(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

(a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
(b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.
In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S.§ 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees 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.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee 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 shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

ATTACHMENT B

Streamflow Rehabilitation Assistance Program Scope of Work v.1

Applicant Name:	Brunswick County		
Payee Name	Brunswick Soil and water Conservation District	Payee Tax ID	56-6000278

STREAM DEBRIS REMOVAL Revised Scope of Work (Insert Additional Lines as Needed)

	Stream/Drainage Channel Name	Linear Feet of Channel Proposed for Repair	Description of Damage	Planned Repair and Removal from Floodplain	Number of Known Beaver Dams	Estimated Cost to Repair
A	Shallotte River	3000	Damage: Channel is blocked with down tree's/woody debris. This area was damaged by a tornado in February 2021.	Repair: Stream debris removal activities will include cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the streams and tributaries. All work shall be completed according to the USACE Woody Debris Removal Guidelines. The NCDOT Right of Way will serve as ingress/egress to project locations. All hauling and disposal of woody debris will be taken to Brunswick County Landfill. The USDA BMAP Program will address dam removal and active beavers.	3	$175,053.57
B	Willetts Branch	3100	Damage: Channel is blocked with down woody debris from Hurricane Florence. This stream was previously identified by the USDA-NRCS for EWP (DSR NO 37-07-18-5038-314) work.	Repair: Stream debris removal activities will include cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the streams and tributaries. The NCDOT Right of Way will serve as ingress/egress to project locations. All work shall be completed according to the USACE Woody Debris Removal Guidelines. All hauling and disposal of woody debris will be taken to Brunswick County Landfill.	No known beaver dams	$178,250.00
C						
TOTALS:		6100			3	353303.57

PL-566 WATERSHED STRUCTURE Revised Scope of Work (Insert Additional Lines as Needed)

	PL-566 Watershed Project Name	Watershed Project Structure Number	Description of Needed Repair	Description of Planned Repair	Estimated Cost to Repair
A					
B					
C					
D					
E					**0**

Project Timeline

	Time Period	Milestones
A	July - Sept 2022	Have Board sign the service agreement for fully executed contract within 60 days of receiving. Have legal review permit of entry and start obtaining landowner signatures. Inform the NCDOT of work/project locations along the right of way. Reach out to USDA-BMAP and have a CSA written up for legal to review and county manager to sign.
B	Oct - Dec 2022	Finish obtaining landowner signatures. Develop RFP for Legal to review. Bid RFP. Review bids. Prepare/award contract and have Board approval. Meet with USDA-BMAP trapper and start trapping/dam removal process. Review completed USDA work before contractor starts. Flag project site locations.
C	Jan - Mar 2023	By February 28, a minimum of 50% of the granted funds shall be committed to contracts. Meet with contractor onsite, review projects and start projects. Review weekly and monthly reporting requirements. Contractor given 120 days to complete all work. Perform weekly, monthly, and as-needed site inspections.
D	Apr - June 2023	Contractor finishing project locations and loading out. Final project inspection with the State. Final reporting and paper work before July 1st.
E	July - Sept 2023	
F	Oct - Dec 2023	
G	Jan - Mar 2024	
H	Apr - June 2024	
I	July - Sept 2024	
J	Oct-Dec 2024	

CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over $100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.

d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.

b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and

c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

_____ _____

_____ _____

_____ _____

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

Grantee Organization Name

Signature of Authorized Representative Date

Printed Name of Authorized Representative Title

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

GRANTEE INFORMATION:

Grantee Name:

County of Residence: District Number ***(MUST BE FILLED IN):***

Tax Id Number:

UEI Number**: I have started the UEI process but not received a UEI number.

**Due to the SAM.gov migration from DU& Bradstreet, obtaining a UEI number has created unforeseen issues with the SAM.gov website search engines and portals. Due to the massive backlog in validation ticket issues, we are not requiring the UEI numbers at this time; however, if you have started the process, please let us know OR if you UEI number please provide it.*

Fiscal Year End: (MM/DD) Format

Grantee's Website:

PROJECT INFORMATION:

Brief Description and Background/History of your Organization: Be sure to include the number of years in existence, number of employees, mission and goals of your organization. MAX CHARACTERS: 250

Current project timeline: Begin date End Date

Expected outcomes and specific deliverables: Expected outcome is intended result of your grant program. The specific deliverables are the accomplishments that will be achieved with the grant. *EXAMPLE: Funding for the Farmers Produce Box program will allow an additional 150 boxes to be created this year. This will allow approximately 37 additional families to receive these the boxes 4 times a week to help resolve their food insecurity. MAX CHARACTERS: 300*

Project Location Benefit Information: *(Location(s) in which funding will be spent and/or food commodities will be received.)*

Single County

Regional**

Mountains
Piedmont
Inner Coastal Plain
Tidewater

Statewide

**If your answer is Regional, list all Counties that are receiving benefit:

Signature Card

CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.	
SECTION I.	
Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	
SECTION II.	
Certification: By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.	
~~NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)~~	
~~Board Chair, Executive Director, etc.~~	**~~Financial Representative, Treasurer, etc.~~**
Print Name & Title:	Print Name & Title:
Signature:	Signature:
GOVERNMENTAL ENTITIES (Must match Contract signature)	
Authorized Governmental Official	**Chief Fiscal Officer**
Print Name & Title:	Print Name & Title:
Signature:	Signature:

Stream Debris Quarterly Report

Progress Report Form

Quarterly **Final**

Sponsor:
Sponsor Tax ID #:
Contract number:
Date of Report:
Reporting Period:
Form Completed By (Name & Title):
E-mail address:
Effective Date of Contract:
End Date of Contract:
Anticipated Completion Date:

Financial Report

State Expenditures

Total State Contract Funds:
Previous State expenditures:
State expenditures this reporting Period:
Total State expenditures:
Balance of State Funds:

Recipient Share (Match)

Total recipient share:
Previous Recipient share of expenditures:
Expenditures this reporting period:
Total Share expenditures:
Remaining recipient share to be provided:

Stream Debris Quarterly Report

Encumbered Amount (Amount Contracted)

Total State Contract:
Amount of contract Encumbered:
Amount of contract Unencumbered:

Performance Report –

Description of work done this quarter (if no work was done this quarter please explain):

Stream Debris Quarterly Report

Please list all segments on Scope of Work: include who is that segment is contracted with, there address, how much the contract is for (Linear Feet and Dollar Amount), Timeline on contract. If segment is not contracted with anyone, please explain why, and include timeline on when it will be contracted:

Stream Debris Quarterly Report

Project Schedule:

Any delays:

Yes

No

If any delays or problems, please explain:

Project Cost Status:

Cost Unchanged

Cost Overrun

Cost underrun

If Cost is Overrun or Underrun, please explain:

(Attach additional sheets as necessary.)

Stream Debris Quarterly Report

Once form is complete, please attach to the email the budget report for this quarter and any relevant photographs, charts or other documentation that helps demonstrate the status of the project.

Signature – Authorized Signer _____

Date _____

Email quarterly reports to Heather.Reichert@ncagr.gov

StreamFlow Assistance 50% Progress Report

Due NO LATER than FEBRUARY 28, 2023

Grantee Name:

Person completing report:

SECTION 1: FINANCIAL REPORTING

Amount of Contract:

Amount of funds encumbered by contracts:

Does this amount equal 50%? YES NO

- If you answered **yes**, complete section 2 and 3 of this report.
- If you answered **no**, completed section 2 and 4 of this report.

SECTION 2: CONTRACT INFORMATION

For **each** contract provide the following information:

- Name and address of contractor
- Amount of contract
- Contribution to project (brief description of what work they will complete)
- Did a Council/Committee/Commission have to provide approval for the contract?
  YES NO
  **If yes, provide the date this occurred.
- Date signed
- Contract Number
- When is work expected to begin?

SECTION 3: PROGRESS REPORT
(If 50% goal has been met)

Provide a detailed update on all work that has been completed since contracts with NCDA&CS have been signed. This should be a very detailed report that provides the commission with information about the work that is being done to advance the project.

By signing the report below, I certify that to the best of my knowledge and belief the report is true, complete and all expenditures reported are for appropriate purposes and in accordance with the provisions set forth in the subaward documents.

_____

Printed Name and Title Date

_____

Signature

SECTION 4: Progressing toward 50% goal

(If 50% goal has NOT been met)

If you have been unable to secure the required contracts, please provide the reasons why this has occurred and what is being done to move the project forward. Provide details on the next steps and information on when you expect to meet the 50% of award under contract requirement.

By signing the report below, I certify that to the best of my knowledge and belief the report is true, complete and all expenditures reported are for appropriate purposes and in accordance with the provisions set forth in the subaward documents.

_____

Printed Name and Title Date

_____

Signature

Streamflow Rehabilitation Assistance Progam Project Invoice Form (ver. 1, 4/2022)

Please fill in Parts 1-7 and send, along with necessary backup, to: Heather.Reichert@ncagr.gov

NOG NOT on SFL ○

1

Payee Organization Name		Invoice #	
Project Name:	**Streamflow Rehab Project**	Payment Authorization	
Contract Number		Tax ID #	
Contract Expiration Date		PO Line	
Request No.:	**Date:**	Payment Amount	

2

Contract Amount:		Amount contract Funds Remaining:		$0.00
	a	b	c	d
Activity	Contract Budget	Previously Spent from contract Budget	Total spent this invoice period from contract Budget	Total spent to date from contract Budget
StRAP Contracts				$ -
			Amount Requested this Invoice	$ -

3

ALL MATCHING FUNDS:	e	f	g	h
Activity	Budgeted Match	Previously Reported Matching Funds	Total matching funds this invoice period:	Total matching funds to date:
Cash				$ -
In-Kind				$ -
Total	$ -	$ -	$ -	$ -

4

Progress on Stream Segments:				
Segment Description (Please refer to Scope of Work) *Please add rows as needed*	**Feet Planned for Treatment**	**Feet of Stream Completed this Invoice**	**Total Feet of Stream Completed**	**Beaver Dams Removed**
Totals	**0**	**0**	**0**	**0**

5

Progress on PL-566 Watershed Stucture Improvement:				
Planned Improvement (Please refer to Scope of Work) *Please add rows as needed*	**Description of Completed Action**			**Extent of Completed Action (e.g., cu. yd. of sediment removed)**
Totals	**0**	**0**	**0**	

6

Administration/Technical Assistance (Not to exceed 15% of total expended contract funds, not including matching funds)	Admin allowed (15% max):	Admin Previously Invoiced :	Total Admin this Invoice	Total Admin Invoiced to Date
	$ -			$ -
Detailed Admin Expenses Claimed this Invoice (Must be related to implementation, Salary/Benefits for existing salaried staff not eligible, without prior written approval, Must attach supporting documentation) Please add rows as needed	Salary/Benefits	Equipment	Supplies	Total
				$ -
				$ -

7

Submitted by:	
Title	
Signature:	
E-mail Address:	
Telephone Number:	

DSWC Project Inspection Certification

I certify that I have inspected the work completed and reported on the progress report and recommend approval of payment for this invoice.

Signature of DSWC or NRCS certifying official **Date**

Please direct questions about this form to Heather Reichert, at (919)707-3768 or Heather.Reichert@ncagr.gov.

Streamflow Rehabilitation Assistance Program Scope of Work v.1						
Applicant Name:	Brunswick County					
Payee Name	Brunswick Soil and water Conservation District		Payee Tax ID		56-6000278	
STREAM DEBRIS REMOVAL Revised Scope of Work (Insert Additional Lines as Needed)						
	Stream/Drainage Channel Name	**Linear Feet of Channel Proposed for Repair**	**Description of Damage**	**Planned Repair and Removal from Floodplain**	**Number of Known Beaver Dams**	**Estimated Cost to Repair**
A	Shallotte River	3000	Damage: Channel is blocked with down tree's/woody debris. This area was damaged by a tornado in February 2021.	Repair: Stream debris removal activities will include cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the streams and tributaries. All work shall be completed according to the USACE Woody Debris Removal Guidelines. The NCDOT Right of Way will serve as ingress/egress to project locations. All hauling and disposal of woody debris will be taken to Brunswick County Landfill. The USDA BMAP Program will address dam removal and active beavers.	3	$175,053.57
B	Willetts Branch	3100	Damage: Channel is blocked with down woody debris from Hurricane Florence. This stream was previously identified by the USDA-NRCS for EWP (DSR NO 37-07-18-5038-314) work.	Repair: Stream debris removal activities will include cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the streams and tributaries. The NCDOT Right of Way will serve as ingress/egress to project locations. All work shall be completed according to the USACE Woody Debris Removal Guidelines. All hauling and disposal of woody debris will be taken to Brunswick County Landfill.	No known beaver dams	$178,250.00
C						
D						
E						
F						
G						
H						
I						
J						
K						
L						
M						
N						
O						
P						
TOTALS:		6100			3	353303.57

PL-566 WATERSHED STRUCTURE Revised Scope of Work (Insert Additional Lines as Needed)

	PL-566 Watershed Project Name	Watershed Project Structure Number	Description of Needed Repair	Description of Planned Repair	Estimated Cost to Repair
A					
B					
C					
D					
E					**0**

Project Timeline		
	Time Period	**Milestones**
A	July - Sept 2022	Have Board sign the service agreement for fully executed contract within 60 days of receiving. Have legal review permit of entry and start obtaining landowner signatures. Inform the NCDOT of work/project locations along the right of way. Reach out to USDA-BMAP and have a CSA written up for legal to review and county manager to sign.
B	Oct - Dec 2022	Finish obtaining landowner signatures. Develop RFP for Legal to review. Bid RFP. Review bids. Prepare/award contract and have Board approval. Meet with USDA-BMAP trapper and start trapping/dam removal process. Review completed USDA work before contractor starts. Flag project site locations.
C	Jan - Mar 2023	By February 28, a minimum of 50% of the granted funds shall be committed to contracts. Meet with contractor onsite, review projects and start projects. Review weekly and monthly reporting requirements. Contractor given 120 days to complete all work. Perform weekly, monthly, and as-needed site inspections.
D	Apr - June 2023	Contractor finishing project locations and loading out. Final project inspection with the State. Final reporting and paper work before July 1st.
E	July - Sept 2023	
F	Oct - Dec 2023	
G	Jan - Mar 2024	
H	Apr - June 2024	
I	July - Sept 2024	
J	Oct-Dec 2024	

Request Info	
Type	Budget Amendment
Description	StRAP Grant
Justification	Board Meeting 07/18/2022 - Appropriate state revenues restricted of $394,905 for the Streamflow Rehabilitation Assistance Program awarded by the NC Department of Agriculture and Consumer Services Division of Soil and Water Conversation. Agreement is to assist in protecting and restoring the integrity of drainage infrastructure through routine maintenance to existing streams and drainage ways. Grant term is June 1, 2022 - December 31, 2024 with no matching requirements from the County. Funds provided from State appropriations allocated through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). Agreement requires 50% of award amount be encumbered by contracts by February 28, 2023.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr	
104960	332000	Soil And Water	State Revenues - Restricted	394905	Increase	Credit	
104960	465511	Soil And Water	Grant Subsidy-State	394905	Increase	Debit	

Total

Grand Total:	789810

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 11.
Tax Admin - July 2022 Releases

From:
Jeffery Niebauer

Issue/Action Requested:
Request that the Board of Commissioners approve the July 2022 releases.

Background/Purpose of Request:
Approval of the tax releases for July 2022. A summary of the releases is listed below.

County real property release value $85,620 (2 releases)
Belville real property release value $2,640,200 (5 releases)

County personal property release value $110,720(20 releases)
Smithville personal property release value $563,423 (10 releases)
Southport personal property release value $17,629 (5 releases)

County VTS July 2022 release value $251,491 (15 releases)
Smithville VTS July 2022 release value $26,500 (1 release)
Belville VTS July 2022 release value $11,887 (1 release)
Boiling Spring Lakes VTS July 2022 release value $11,680 (1 release)
Carolina Shores VTS July 2022 release value $6,800 (1 release)
Leland VTS July 2022 release value $97,989 (6 releases)
Ocean Isle VTS July 2022 release value $8,070 (1 release)
Southport VTS July 2022 release value $26,500 (1 release)
Sunset Beach VTS July 2022 release value $3,030 (1 release)

For information purposes only

Waccamaw fire district $354.38 (3 releases)

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 July 2022 releases.

ATTACHMENTS:

Description

- Tax Releases July 2022

- Motor Vehicle Releases (VTS) July 2022 Processed June 2022 (NCDMV Tax & Tag)
- Fire Fee Releases

Tax Releases for July 2022
BUSINESS PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048628	6/14/2022	REEDS COUNTRY STORE	102800 (2012)	70070520		NULL	WACCAMAW	$26.24-C $2.62-LL	$5,930.00	Business Sold
048641	7/5/2022	SOUTHPORT GLASS LLC	301659 (2021)	80055056	SOUTHPORT	237EF033	SMITHVILLE	$12.07-C $1.21-LL $1.00-SM $0.10-LSM $7.36-SP $0.74-SPLL	$2,489.00	Business Sold
048642	7/5/2022	SOUTHPORT GLASS LLC	301577 (2020)	80055056	SOUTHPORT	237EF033	SMITHVILLE	$14.51-C $1.45-LL $1.20-SM $0.12-LSM $8.84-SP $0.88-SPLL	$2,991.00	Business Sold
048643	7/5/2022	SOUTHPORT GLASS LLC	303540 (2019)	80055056	SOUTHPORT	237EF033	SMITHVILLE	$17.20-C $1.72-LL $1.42-SM $0.14-LSM $10.48-SP $1.05-SPLL	$3,547.00	Business Sold
048644	7/5/2022	SOUTHPORT GLASS LLC	301501 (2018)	80055056	SOUTHPORT	237EF033	SMITHVILLE	$19.62-C $1.96-LL $1.62-SM $0.16-LSM $11.96-SP $1.20-SPLL	$4,046.00	Business Sold

Tax Releases for July 2022
BUSINESS PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048645	7/5/2022	SOUTHPORT GLASS LLC	132116 (2017)	80055056	SOUTHPORT	237EF033	SMITHVILLE	$22.10-C $2.21-LL $1.82-SM $0.18-LSM $13.47-SP $1.35-SPLL	$4,556.00	Business Sold
048646	7/5/2022	OAK ISLAND AERONAUTICS INC	301526 (2021)	80055538	OAK ISLAND	23600010	SMITHVILLE	$108.85-C $10.89-LL $8.98-SM $0.90-LSM	$22,444.00	Did Not Own January 1
048647	7/5/2022	OAK ISLAND AERONAUTICS INC	301441 (2020)	80055538	OAK ISLAND	23600010	SMITHVILLE	$116.11-C $11.61-LL $9.58-SM $0.96-LSM	$23,940.00	Did Not Own January 1
048648	7/5/2022	MORRIS & CARMICHAEL 2 DDS PLLC	101272 (2021)	80059110		NULL	SMITHVILLE	$58.71-SM	$146,785.00	Clerical Error/DE Error
048649	7/5/2022	MORRIS & CARMICHAEL 2 DDS PLLC	100899 (2020)	80059110		NULL	SMITHVILLE	$66.06-SM	$165,157.00	Clerical Error/DE Error
048650	7/5/2022	MORRIS & CARMICHAEL 2 DDS PLLC	099505 (2019)	80059110		NULL	SMITHVILLE	$74.99-SM	$187,468.00	Clerical Error/DE Error

Tax Releases for July 2022
PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048629	7/5/2022	HEWETT BENJAMIN ALBERT	063705 (2017)	80011103		NULL	LOCKWOOD FOLLY	$7.21-C	$1,487.00	Did Not Own January 1
048630	7/5/2022	HEWETT BENJAMIN ALBERT	301968 (2016)	80011103		NULL	LOCKWOOD FOLLY	$7.59-C $0.76-LL	$1,565.00	Did Not Own January 1
048631	7/5/2022	HEWETT BENJAMIN ALBERT	302908 (2015)	80011103		NULL	LOCKWOOD FOLLY	$7.99-C $0.80-LL	$1,647.00	Did Not Own January 1
048632	7/5/2022	HEWETT BENJAMIN ALBERT	303207 (2014)	80011103		NULL	LOCKWOOD FOLLY	$7.67-C $0.77-LL	$1,734.00	Did Not Own January 1
048633	7/5/2022	HEWETT BENJAMIN ALBERT	300537 (2013)	80011103		NULL	LOCKWOOD FOLLY	$8.08-C	$1,825.00	Did Not Own January 1
048634	7/5/2022	HEWETT BENJAMIN ALBERT	063704 (2017)	80011102		NULL	LOCKWOOD FOLLY	$23.75-C	$4,896.00	Did Not Own January 1
048635	7/5/2022	HEWETT BENJAMIN ALBERT	301967 (2016)	80011102		NULL	LOCKWOOD FOLLY	$25.00-C $2.50-LL	$5,154.00	Did Not Own January 1
048636	7/5/2022	HEWETT BENJAMIN ALBERT	302907 (2015)	80011102		NULL	LOCKWOOD FOLLY	$26.31-C $2.63-LL	$5,425.00	Did Not Own January 1
048637	7/5/2022	HEWETT BENJAMIN ALBERT	303206 (2014)	80011102		NULL	LOCKWOOD FOLLY	$25.27-C $2.53-LL	$5,710.00	Did Not Own January 1
048638	7/5/2022	HEWETT BENJAMIN ALBERT	300536 (2013)	80011102		NULL	LOCKWOOD FOLLY	$26.59-C	$6,010.00	Did Not Own January 1
048639	7/5/2022	POZO CINDY PAOLA	113675 (2020)	80082066		232FA018	LOCKWOOD FOLLY	$16.68-C	$3,439.00	Did Not Own January 1
048640	7/5/2022	LAWSON ANN	302433 (2021)	80029481		NULL	LOCKWOOD FOLLY	$9.14-C $0.91-LL	$1,885.00	Did Not Own January 1

Tax Releases for July 2022
REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048651	7/5/2022	RUGGIERO PETER L ETUX RUGGIERO CYNTHIA M	123362 (2021)	80063977	Belville	048CF008	NORTHWEST	$600.56-BEL	$667,290.00	Not within city limits
048652	7/5/2022	RUGGIERO PETER L ETUX RUGGIERO CYNTHIA M	122920 (2020)	80063977	Belville	048CF008	NORTHWEST	$600.56-BEL	$667,290.00	Not within city limits
048653	7/5/2022	RUGGIERO PETER L ETUX RUGGIERO CYNTHIA M	121014 (2019)	80063977	Belville	048CF008	NORTHWEST	$600.56-BEL	$667,290.00	Not within city limits
048654	7/5/2022	RUGGIERO PETER L ETUX RUGGIERO CYNTHIA M	119675 (2018)	80063977	Belville	048CF008	NORTHWEST	$558.08-BEL	$620,090.00	Not within city limits
048655	7/5/2022	D R HORTON INC	34728 (2017)	20103000	Belville	048CF008	NORTHWEST	$16.42-BEL	$18,240.00	Not within city limits
048657	7/5/2022	WEBB DONNA	152622 (2020)	70978110	Brunswick County	162KC001 B	WACCAMAW	$207.63-C $1.00-ADF	$42,810.00	Improvement on Another parcel
048659	7/5/2022	WEBB DONNA	150298 (2019)	70978110	Brunswick County	162KC001 B	WACCAMAW	$207.63-C $1.00-ADF	$42,810.00	Improvement on Another parcel

Release Category Codes

Release Code	Release Type	Release Code	Release Type
ADF	ADVERTISING	BHI	BALD HEAD ISLAND
BHILL	BALH HEAD ISLAND LATE LIST	BEL	BELVILLE
BELLL	BELVILLE LATE LIST	BSL	BOILING SPRING LAKES
BSLLL	BOILING SPRING LAKES LATE LIST	BOL	BOLIVIA
BOLLL	BOLIVIA LATE LIST	CLF	C LIEN FEE
CAL	CALABASH	CALLL	CALABASH LATE LIST
CS	CAROLINA SHORES	CSLL	CAROLINA SHORES LATE LIST
CAS	CASWELL BEACH	CASLL	CASWELL BEACH LATE LIST
C	COUNTY	FF	FIRE FEE
HB	HOLDEN BEACH	HBLL	HOLDEN BEACH LATE LIST
INT	INTEREST	LL	LATE LIST PENALTY
LSM	LATE LIST SMITHVILLE	LEL	LELAND
LELLL	LELAND LATE LIST	LB	LONG BEACH
LBLL	LONG BEACH LATE LIST	NAV	NAVASSA
NAVLL	NAVASSA LATE LIST	NW	NORTHWEST
NWLL	NORTHWEST LATE LIST	OI	OAK ISLAND
OILL	OAK ISLAND LATE LIST	OIB	OCEAN ISLE BEACH
OIBLL	OCEAN ISLE BEACH LATE LIST	PL02	OFF PREMISES MALT

Release Category Codes

Release Code	Release Type
PL04	OFF PREMISES WINE
PL03	ON PREMISES WINE
SAD25	SAD 25
SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Release Code	Release Type
PL01	ON PREMISES MALT
SAD24	SAD 24
SAD27	SAD 27
SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH

VTS RELEASES PROCESSED JUNE 2022

Adjustment #	Abstract #	Name-Last, First, Middle	Tag #	Year	Make	B-VAL	New Value	Diff.	City	Twp.	Overide %	Overide Value	Overide Status	Acquisition Cost	Acquisition Year	Dep Sch	Exempt Type	Notes	Date	Code	Code Description
1143731	49728137	ACCATINO, DANIEL JAMES	FDY7284	2018	FORD	24,750	-	24,750	31				TEMP				MILITARY	HOR- FL	06/02/22	4	Military Exempt
1143733	65787231	ACCATINO, DANIEL JAMES	CN48022	2017	EZLO	679	-	679	31				TEMP				MILITARY	HOR- FL	06/02/22	4	Military Exempt
1144933	65242031	SWAIN, DANIEL ROBERT	CN32505	2021	CAON	13,210	1,530	11,680	20					1,611	2021	B20		BOS 2021=$1611	06/03/22	1	Adjusted per Purchase Price
1145756	59325637	MILLER, JEFFREY STEPHEN	ZVJ1816	2018	CHEV	32,280	24,210	8,070	12		25	24,210	PERM					TOTAL LOSS TITLE	06/10/22	12	High Mileage/Condition
1146313	66509849	RUTTENBERG, NANCY KAHN	KAX5435	2021	MINNI	43,220	19,872	23,348	31					21,600	2020	B20		BOS=$21600= $21,600 @ 5% DEP	06/10/22	1	Adjusted per Purchase Price
1146755	67018445	TODD, PHILLIP AVERY	CP13058	2021	CAON	13,210	1,323	11,887	25					1,393	2021	B20		OVERVALUED TRAILER/ BOS 2021=$1393	06/10/22	1	Adjusted per Purchase Price
1147466	42293115	MCCRACKEN, JOHN DOUGLAS	PFK9962	1982	FORD	7,600	800	6,800	18		100	800	PERM					RUSTED AND IN POOR CONDITION/ PICS ATTACHED	06/17/22	12	High Mileage/Condition
1147119	59399632	EVANS, MARK ROBERT	PJP3440	2015	FORD	18,670	15,683	2,987	31				TEMP					NC INSPECTION 131,084 MILES	06/17/22	12	High Mileage/Condition
1148509	67111325	WILLIAMS, DEBORAH	CN78043	2022	CAON	15,410	900	14,510				900						OVERVALUED 8' TRAILER $100/FT+$100/AXLE	06/17/22	15	TEC Value Issue
1149702	61349821	LICORISH, JANESA APRIL	VBGURL	2018	MERZ	37,330	-	37,330	31				TEMP				MILITARY	HOR- IA	06/28/22	4	Military Exempt
1151426	43292039	GUILLEN, GARY ESTEBAN	FHK9601	2014	JEEP	17,790	8,895	8,895	31				TEMP				MILITARY	HOR- FL PARTIAL EXEMPTION	06/28/22	4	Military Exempt
1150512	66395106	THE WAYNE E. DEUTSCHER RLT DTD	76785	1982	ROAD	27,000	500	26,500	21	3	100	500	PERM					APPLICATION ATTACHED	06/28/22	19	Antique Value Approved
1152012	67271552	TORBICH, JANIE ELIZABETH	CN78387	2019	LOAD	9,450	1,715	7,735				1,715						OVERVALUED 19' BOAT TRAILER	06/28/22	20	Appealed value
1151722	67247977	MCDONALD, EUGENE EDWARD	HD1681H	2022	MAZ	40,200	37,170	3,030	11					37,170	2022			BOS 2022=$37170	06/28/22	1	Adjusted per Purchase Price
1153315	67172007	BRUNSWICK ISLANDS BAPTIST CHURCH	TKW8110	2014	AMTN	63,290	-	63,290					PERM				RELIGIOUS	APPLICATION ATTACHED	06/30/22	6	Religious Exempt

JULY 2022
Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048656	7/5/2022	WEBB DONNA	152775 (2021)	70978110	Brunswick County	162KC001 B	WACCAMAW	$16.88-WACF	$0.00	Improvement on Another parcel
048658	7/5/2022	WEBB DONNA	152622 (2020)	70978110	Brunswick County	162KC001 B	WACCAMAW	$168.75-WACF	$42,810.00	Improvement on Another parcel
048660	7/5/2022	WEBB DONNA	150298 (2019)	70978110	Brunswick County	162KC001 B	WACCAMAW	$168.75-WACF	$42,810.00	Improvement on Another parcel

Release Category Codes

Release Code	Release Type	Release Code	Release Type
ADF	ADVERTISING	BHI	BALD HEAD ISLAND
BHILL	BALH HEAD ISLAND LATE LIST	BEL	BELVILLE
BELLL	BELVILLE LATE LIST	BSL	BOILING SPRING LAKES
BSLLL	BOILING SPRING LAKES LATE LIST	BOL	BOLIVIA
BOLLL	BOLIVIA LATE LIST	CLF	C LIEN FEE
CAL	CALABASH	CALLL	CALABASH LATE LIST
CS	CAROLINA SHORES	CSLL	CAROLINA SHORES LATE LIST
CAS	CASWELL BEACH	CASLL	CASWELL BEACH LATE LIST
C	COUNTY	FF	FIRE FEE
HB	HOLDEN BEACH	HBLL	HOLDEN BEACH LATE LIST
INT	INTEREST	LL	LATE LIST PENALTY
LSM	LATE LIST SMITHVILLE	LEL	LELAND
LELLL	LELAND LATE LIST	LB	LONG BEACH
LBLL	LONG BEACH LATE LIST	NAV	NAVASSA
NAVLL	NAVASSA LATE LIST	NW	NORTHWEST
NWLL	NORTHWEST LATE LIST	OI	OAK ISLAND
OILL	OAK ISLAND LATE LIST	OIB	OCEAN ISLE BEACH
OIBLL	OCEAN ISLE BEACH LATE LIST	PL02	OFF PREMISES MALT

Release Category Codes

Release Code	Release Type
PL04	OFF PREMISES WINE
PL03	ON PREMISES WINE
SAD25	SAD 25
SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Release Code	Release Type
PL01	ON PREMISES MALT
SAD24	SAD 24
SAD27	SAD 27
SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 12.
Utilities - Grinder Pump Package Contract Approval Myers (Donald Dixon - Deputy Director)

From:
Donald Dixon

Issue/Action Requested:
Request that the Board of Commissioners approve a contract with Preferred Sources Inc. (Myers Grinder Pumps) for purchase of grinder pump packages.

Background/Purpose of Request:
The specified equipment was previously authorized by way of resolution at the August 5, 2019, Board of Commissioners meeting, for purchase of specialty products used by Public Utilities under sole source exception to formal bidding requirements (attached). Due to the demand for grinder pump systems being installed by County staff, supply chain issues and addition of a second grinder installation crew it is necessary to enlist an additional provider for grinder pump packages. Staff recommends approval of a contract with Preferred Sources Inc. (Myers Grinder Pumps) for purchase of these grinder pump packages.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners approve a contract with Preferred Sources Inc. (Myers Grinder Pumps) for purchase of grinder pump packages.

ATTACHMENTS:

Description

- 8/5/2019 Board Action - Specialty Products Purchase Formal Bidding Requirements Exception
- Utilities - Sole Source Letter Myers - Attach 1
- Supplier Agreement

APPROVED

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 5, 2019

Action Item # ~~V. - 23.~~ VI-23
Utilities - Specialty Products Purchase Formal Bidding Requirements Exception

From:
John Nichols, P.E.

Issue/Action Requested:
Request that the Board of Commissioners adopt a resolution approving the purchase of specific items by specific vendors as an exception to formal bidding requirements in accordance with NCGS 143-129 (e) (6) where price competition is not available.

Background/Purpose of Request:
The Public Utilities Department utilizes numerous products in the day-to-day operation of water and sewer systems. In most cases, there are multiple manufacturers that can provide competitive products that allow our Utilities Purchasing Manager the opportunity to receive multiple bids in compliance with state and county procedures. However, there are occasions when specific items are only available from an exclusive vendor and price competition is not available. Some existing processes are proprietary and replacement parts must be purchased from a specific manufacturer.

The attached list specifies manufactures/vendors used by the Utilities Department that are the sole source for the specific product indicated. Staff requests the Board approve the vendors and products on the accompanying list as sole source purchases under the exemption referenced in NCGS 143-129 (e) (6).

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the purchase of specific items by specific vendors as an exception to formal bidding requirements in accordance with NCGS 143-129 (e) (6) where price competition is not available.

ATTACHMENTS:

Description

- Utilities - Sole Source List 7-15-19 - Attach 1
- Utilities - Sole Source Backup Documentation 7-15-19 - Attach 2
- Sole Source Resolution

Clerk to the Board of Commissioners

Routing Sheet for Board Action

Date of Meeting: 8/5/2019

Ref: Utilities - Specialty Products Purchase Formal Bidding Requirements Exception

- [x] Received by Clerk's Office — Date Received: 8/1/2019 — # Originals: 2
- [x] Approved by Board of Commissioners 8/5/19
- [x] Filed & Sent to Dept. — Date Sent: 8/6/19 — # Originals: 1
- [x] Received by Department — Date Received: 8/7/19 — # Originals: 1

Signature of Recipient: Kathy Walters

Upon completion of this routing sheet, please make a copy for your records and interoffice this routing sheet to Jared Galloway in the Clerk's Office

County of Brunswick

Office of the County Commissioners

RESOLUTION AUTHORIZING PURCHASE OF SPECIALTY PRODUCTS USED BY PUBLIC UTILITIES 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 Public Utilities Department utilizes numerous products in the day-to-day operation of water and sewer systems. In most cases, there are multiple manufacturers that can provide competitive products that allow our Utilities Purchasing Manager the opportunity to receive multiple bids in compliance with state and county procedures. However, there are occasions when specific items are only available from an exclusive vendor and price competition is not available. Some existing processes are proprietary and replacement parts must be purchased from a specific manufacturer; and

WHEREAS, the attached list specifies manufactures/vendors used by the Utilities Department that are the sole source for the specific product indicated. Staff requests the Board approve the vendors and products on the accompanying list as sole source purchases under the exemption referenced in NCGS 143-129 (e) (6); 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 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 5th day of August, 2019.

Frank L. Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to Board

End

Of

Original

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 5, 2019

Action Item # V. - 23.

From:
John Nichols, P.E.

Utilities - Specialty Products Purchase Formal Bidding Requirements Exception

Issue/Action Requested:
Request that the Board of Commissioners adopt a resolution approving the purchase of specific items by specific vendors as an exception to formal bidding requirements in accordance with NCGS 143-129 (e) (6) where price competition is not available.

Background/Purpose of Request:
The Public Utilities Department utilizes numerous products in the day-to-day operation of water and sewer systems. In most cases, there are multiple manufacturers that can provide competitive products that allow our Utilities Purchasing Manager the opportunity to receive multiple bids in compliance with state and county procedures. However, there are occasions when specific items are only available from an exclusive vendor and price competition is not available. Some existing processes are proprietary and replacement parts must be purchased from a specific manufacturer.

The attached list specifies manufactures/vendors used by the Utilities Department that are the sole source for the specific product indicated. Staff requests the Board approve the vendors and products on the accompanying list as sole source purchases under the exemption referenced in NCGS 143-129 (e) (6).

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the purchase of specific items by specific vendors as an exception to formal bidding requirements in accordance with NCGS 143-129 (e) (6) where price competition is not available.

ATTACHMENTS:

Description

- Utilities - Sole Source List 7-15-19 - Attach 1
- Utilities - Sole Source Backup Documentation 7-15-19 - Attach 2
- Sole Source Resolution

Manufacture	Product	Distributor	Location	Justification
Allis-Chalmers Valves	Valves and Fittings	A/C Service & Repair Inc.	York, PA	The needed product or service is only available from a single source.
GE Breaker Repair	Breaker Repair	ABB	Charlotte, NC	The needed product or service is only available from a single source.
Geo Systems	Grid Material for soil stability	ACF Enviromental	Richmond, VA	The needed product or service is only available from a single source.
Air Vac	Wastewater Vacuum Collection	Aqseptence Group	Rochester, IN	The needed product is proprietary to the vendor
Sensus Metering System	Meters	Ferguson	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Royal Purple	Chemicals	Atlan-Tech	Florence, SC	The needed product or service is only available from a single source.
Bard HVAC	HVAC Units	All Seasons Commercial	Greensboro, NC	The needed product or service is only available from a single source.
Xylem Analytics	Flow Transmtters	Beck Sales & Engineering	Charlotte, NC	The needed product or service is only available from a single source.
Dezurik Valves	Valves and Fittings	Carotek	Charlotte, NC	The needed product or service is only available from a single source.
EIM Controls	Valve Elctronic controllers	Carotek	Charlotte, NC	The needed product or service is only available from a single source.
Hellan Strainer	Strainers	Carotek	Charlotte, NC	The needed product or service is only available from a single source.
Cla-Val Company	Valves and Fittings	Charles R Underwood	Sanford, NC	The needed product or service is only available from a single source.
Micro Motion Coriolis	Flow Controller Transmitter	Clearwater Sales	Hickory, NC	The needed product or service is only available from a single source.
Pentair Hydomatic Pumps	Pumps	Clearwater Sales	Hickory, NC	The needed product or service is only available from a single source.
Pentair Fairbanks Morse Pumps	Pumps	Clearwater Sales	Hickory, NC	The needed product or service is only available from a single source.
Rosemont Measuring Equipment	Flow Measuring Equipment	Clearwater Sales	Hickory, NC	The needed product or service is only available from a single source.
Wemco	Grit Seperation System	Clearwater Sales	Hickory, NC	The needed product or service is only available from a single source.
Drexelbrook	Fluid Tranmitter	Combs & Associates	Charlotte, NC	The needed product or service is only available from a single source.
E/One Grinder Pumps	Sewer Grinder Pumps and Stations	Covalen	Charlotte, NC	The needed product or service is only available from a single source.
Crane Pumps and Parts	Sewer Grinder Pumps and Stations	Heritage Water Systems	Greensboro, NC	The needed product or service is only available from a single source.
Moyno Pumps	Pumps	Daparak Inc.	Charlotte, NC	The needed product or service is only available from a single source.
Davis EMU Pumps	Pumps	Charles R Underwood	Sanford, NC	The needed product or service is only available from a single source.
OdaLoog Monitoring	H2S monitors	App-Tek	Phoenix, AZ	The needed product or service is only available from a single source.
Enviromental Chemist	Sample Storage	Enviromental Chemist	Wilmington, NC	The needed product is proprietary to the vendor
Permutit AVGF	Automatic Valveless Filter	Evoqua/Permutit	Union, NJ	The needed product is proprietary to the vendor
Trojan UV systems	UV Treatment	EW2 Enviromental	Charlotte, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Governor Controls Systems	Motor Speed Control	Governor Controls System	Charlotte, NC	The needed product is proprietary to the vendor
Citect Scheider Software	Software	GrayBar	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Scheider Electric Software	Software	GrayBar	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Modicon/PLC	Controls for Drives	GrayBar	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Unity Pro Scheider	Software	GrayBar	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Hach	Water Testing equipment	Hach	Loveland, CO	The needed product or service is only available from a single source.
Harold Beck & Sons Rotary Actuators	Actuators	Harold Beck & Sons Rotary Actuators	Newton PA	The needed product or service is only available from a single source.
GridBee	H2S Mixer for air quality	Heritage Water Systems	Greensboro, NC	The needed product or service is only available from a single source.
Evoqua Water Technologies	Water & Wastewater treament products	Heyward Inc	Charlotte, NC	The needed product or service is only available from a single source.
Fluid Engineering	Pumps Fans & Blowers	Heyward Inc	Charlotte, NC	The needed product or service is only available from a single source.
Aur Layne/Verti-Line	Pumps	Heyward Inc	Charlotte, NC	The needed product or service is only available from a single source.
Blue-White Ind	Metering Pumps	Heyward Inc	Charlotte, NC	The needed product or service is only available from a single source.
Wedeco Xylem	Xylem Water S	Xylem Water Solutions	Charlotte, NC	The needed product is proprietary to the vendor
YSI Incorporated	Process Monitoing Equipment	Heyward Inc	Charlotte, NC	The needed product or service is only available from a single source.
HOMA Pumps	Sewege Pumps	The 419 Group	Charlotte, NC	The needed product or service is only available from a single source.
IDEXX	Water Testing Supplies	IDEXX Distribution	Charlotte, NC	The needed product is proprietary to the vendor
Polymer	Thickner process West WWTP	Amer-Chem	Greenville, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Dynasonics Badger Meter	Flow Meters	J.S. Dismuke	Johns Island, SC	The needed product or service is only available from a single source.
Krohne Tidalflux	Flow Meters	KROHNE Inc.	Peabody, MA	The needed product is proprietary to the vendor
Kruger	Filters and process Sewage	Veolia Water Technologies	Raleigh, NC	The needed product or service is only available from a single source.
Lakeside Equipment Corp	Wastewater Treatment Equipment	Lakeside Equipment Corp	Chicago, IL	The needed product is proprietary to the vendor
Landia Inc.	Mixers and Pumps	Landia, NC	Cary, NC	The needed product or service is only available from a single source.
Aurora Pumps	Pumps	Mechanical Equipment	Matthews, NC	The needed product or service is only available from a single source.
Elster Meters	Meters	Miller Supply	Laurinburg, NC	The needed product or service is only available from a single source.
Mueller Sales	Fire Hydrants	Fortiline or Core & Main	Wilmington, NC	The needed product or service is only available from a single source.
Aqua Washpress	Wastewater Treatment Press	Parkson Corp	Fort Lauderdale, FL	The needed product or service is only available from a single source.
Auma	Valve actuators	Perkinson Company	Charlotte, NC	The needed product or service is only available from a single source.

ABS	Pumps	Pete Duty & associates	Hillsboro, NC	The needed product or service is only available from a single source.
OmniSite	Sewer Lift Station Communications	Pete Duty & associates	Hillsboro, NC	The needed product or service is only available from a single source.
HighTide Technologies	Sewer Lift Station Communications	Pete Duty & associates	Hillsboro, NC	The needed product or service is only available from a single source.
MALA GPR	Ground Penetrating Radar	Power-Tel Utility Products	Harbor, FL	The specific product and/or service from the vendor is necessary for standardization or compatbility
Myers Pumps	Pumps	Preferred Sources Inc.	Pineville, NC	The needed product or service is only available from a single source.
Swagelok	Valves and Fittings	Raleigh Valve & Fittings Co	Raleigh, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Yanmar	Excavator and Equipment	Rob's Hydraulics	Greenville, NC	The needed product or service is only available from a single source.
RTC Solutions	Authorized Installer of Fabriform	RTC Solutions	Davie, FL	The specific product and/or service from the vendor is necessary for standardization or compatbility
Schenck Process LLC	Controls equipment	Schenck Process LLC	Milwaukee, WI	The needed product is proprietary to the vendor
Siemens Instumentation	Level and Controls Transmitters	Beck Sales & Engineering	Charlotte, NC	The needed product or service is only available from a single source.
Sodium Chlorite	Chemicals	TSM Enterprise	Harrells, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Sulzer Pumps	Pumps	Sulzer Pumps	Easly, SC	The needed product is proprietary to the vendor
Weir Specialty Pumps	Pumps	Tencarva Machinery	Greensboro, NC	The needed product or service is only available from a single source.
Tuthill	Vacuum Boosters	Tencarva Machinery	Greensboro, NC	The needed product or service is only available from a single source.
Thermal Process	Foam Leveler	Thermal Process		The needed product or service is only available from a single source.
Tradewinds	Generator and Generator Parts	Perkins Power	Orange Park, FL	The needed product or service is only available from a single source.
McCrometer	Process Flow Meters	WK Hile	Matthews, NC	The needed product or service is only available from a single source.
Flygt Pump Repair	Repair Flygt Pumps Authorized	Xylem Water Solutions	Charlotte, NC	The needed product is proprietary to the vendor
Flygt Pumps	Pumps	Xylem Water Solutions	Charlotte, NC	The needed product is proprietary to the vendor
Godwin Pumps	Self Priming Pumps	Xylem Water Solutions	Wilmington, NC	The needed product is proprietary to the vendor
SEW Eurodrive	Electrical Drives	Motion Ind.	Wilmington, NC	The needed product or service is only available from a single source.
RL Haire	Scada Programing	RL Haire	Red Springs, NC	The needed product is proprietary to the vendor
US Composite Pipe Inc	Polymer Wet Well	Tencarva Machinery	Greensboro, NC	The needed product or service is only available from a single source.
Biodenipho	Oxidation Ditch Treatment	Kruger/Veolia	Cary, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Clear Stream Eviromental	Secondary Clarifiers	Kruger/Veolia	Cary, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Tertiary Filters	Filters for Wastewater	Kruger/Veolia	Cary, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
KD Maskinfabrik	Rotary drum Thickening System	Kruger/Veolia	Cary, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
FUCHS Enprotec GmbH	Post ATAD Holding Aeration	Kruger/Veolia	Cary, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
SuperPulsators®	Flocculating Clarifiers	Suez	Richmond, VA	The specific product and/or service from the vendor is necessary for standardization or compatbility
Greenleaf	Gravity Filters	Suez	Richmond, VA	The specific product and/or service from the vendor is necessary for standardization or compatbility
Dia-series by Neptune	Chemical Metering Pumps			The specific product and/or service from the vendor is necessary for standardization or compatbility
Carbon Dioxide	Chemical and Bulk Storage	PraxAir Distribution	Danbury, CN	The specific product and/or service from the vendor is necessary for standardization or compatbility
Hydro Instruments	Gas Clorinators	Carolina Pump Works	Port royal, SC	The needed product or service is only available from a single source.
Price Communications	Scada Radio Communications	Price Communications		The specific product and/or service from the vendor is necessary for standardization or compatbility
Double Radius	Scada Radio Communications	Double Radius		The specific product and/or service from the vendor is necessary for standardization or compatbility
Brady	Scada Radio Communications	Brady		The specific product and/or service from the vendor is necessary for standardization or compatbility
Hoffland Environmental Inc.	Parts for Poylmixer	Hoffland Environmental Inc.	Conroe, TX	The needed product is proprietary to the vendor
ACS	Filters and Spare Parts	ACS	Raleigh, NC	The needed product is proprietary to the vendor
Hartzell Fans	Odor Control Sewer lift Stations	Hartzell Air Movement	Piqua, OH	The needed product is proprietary to the vendor
ODO Free Solutions	Chemicals for Odor Control System	Industrial Solutions & Supply	Marion, SC	The needed product is proprietary to the vendor
GoEnergies Fuel Services	Fuel, Pumps and Card Readers	GoEnergies Fuel Services	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility

5166 Commerce Drive York,PA 17408 Phone: (717) 792-3492 Fax: (717) 792-5283

Date: 4/4/14

To: County of Brunswick, NC Public Utilities

Attention: Jacquie Morden, Thad Hill

Ms. Morden,

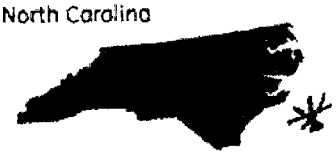
In regards to our telephone conversation, this letter confirms that A/C Service and Repair, Inc is the supplier for the Allis-Chalmers Code 22 Butterfly Valve parts requested by Mr. Thad Hill and quoted by our Mr. Barry Reed on 2/11/14.

Regards,

Justin Ross
President

Charlotte, NC

Charlotte,
North Carolina



The Charlotte Service Center features on-site and in-shop service for motor, switchgear, and mechanical repairs. With access to the global network of GE Service Centers, Charlotte is truly your total repair solution.

Offerings:
- Factory authorized warranty repair center
- GE engineering support
- Emergency 24-hour service
- Experienced engineering and technical support
- EHS and quality personnel
- Certified Six Sigma quality craftsmanship
- Fully equipped assembly, repair, and inspection shop
- Outage and shutdown planning
- Comprehensive solutions – testing, repair, and overhauls
- 60,000 sq. ft. facility
- 50 ton crane capacity
- Engine lathes - up to 130"x420" and 40 ton capacity
- Vertical boring mills – up to 144" table x 120"
- Balance capabilities up to 60,000 lbs
- 500 ton horizontal press
- Dry ice cleaning
- Thermography (Infrared)

Contact Us

Service Center
12037 Goodrich Drive
Charlotte, NC 28273
P: (704) 587-1300
F: (704) 587-1359

Email Us

Related Publications

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- VPI (Vacuum pressure impregnation)
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- Load testing
- Star punched rotor rewinds
- Equipment management programs
- Motor health monitoring

Switchgear Services

GEOSYSTEMS

Presto Geosystems

670 N Perkins Street
Appleton, WI 54914-3161 USA
Tel: 1 920 738 1304
Fax: 1 920 738 1222
cory.schneider@alcoa.com

Date: 1/20/2017

To Whom it May Concern

Please be advised that ACF Environmental, Richmond, VA, is Presto Geosystems' authorized sole distributor for the Geoblock®5150, Geoblock®, GeoTerra®, and Geoweb® Systems in the state of North Carolina.

If you have any questions, please contact me at 920-738-1304 or via email at cory.schneider@alcoa.com.

Sincerely,

Cory Schneider

Cory Schneider
Technical Support Specialist
Presto Geosystems®

Brunswick County Board of Commissioners

ACTION AGENDA ITEM

2010

TO:	**Marty K. Lawing, County Manager**	**ACTION ITEM #:**	VIII-2
		MEETING DATE:	April 19, 2010
FROM:	Jerry W. Pierce, P.E., Dir. of Public Utilities **Ext. #** 2659	**DATE SUBMITTED:**	April 9, 2010

ISSUE/ACTION REQUESTED: **PUBLIC HEARING:** ☐ YES ☒ NO

Approve declaring Air Vac as the sole source provider of equipment for the Sunset Beach Island Vacuum Pump Station and authorizing the County staff to negotiate the purchase of the equipment from Air Vac.

BACKGROUND/PURPOSE OF REQUEST:

With the decision that a vacuum collection system was the most cost-effective type of collection system for the Sunset Beach Island, there is only one major supplier of vacuum collection system equipment. Air Vac is equipment supplier to all of the vacuum collection systems constructed in Brunswick County and North Carolina and is the only supplier of vacuum sewer collection system equipment that meets the specifications for number of systems currently installed, proven reliability, and maintenance support.

The County is preparing to bid the construction of the Sunset Beach Island Collection System and construction of the Vacuum Pump Station. The County has two options on purchasing the equipment from Air Vac. The first option is to include purchase of the equipment in the construction contract and the contractor will be responsible for negotiating a price with Air Vac. The second option is for the County to negotiate a price with Air Vac and supply the equipment to the contractor.

If the contractor negotiates the price with Air Vac, most contractors will add 10 -15% to cost of the equipment for overhead and profit. In this case, this would add approximately $100,000 to $150,000 to the cost of the project. If the County purchases the equipment, the County saves the overhead and profit cost but is now responsible for providing the equipment to the contractor in a timely manner. There is some risk of having to store the equipment until the contractor is ready.

County staff recommends that Air Vac be approved as the sole source for the vacuum collection system including the valve pits and Vacuum Pump Station. County staff also recommends that the County negotiate with Air Vac for the purchase of the equipment associated with the Vacuum Pump Station. The contractor would be responsible for negotiation of the price on the valve pits.

FISCAL IMPACT:

BUDGET AMENDMENT REQUIRED:	☐ YES	☒ NO
CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:	☐ YES	☒ NO
PRE-AUDIT CERTIFICATION REQUIRED:	☐ YES	☒ NO
REVIEWED BY DIRECTOR OF FISCAL OPERATIONS	☒ YES	☐ NO

CONTRACTS/AGREEMENTS:

REVIEWED BY COUNTY ATTORNEY: ☒ YES ☐ NO ☐ N/A

ADVISORY BOARD RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

Declare Air Vac the Sole Source Provider of equipment for the Sunset Beach Island vacuum pump station and authorize staff to negotiate the purchase of the equipment from Air Vac.

ATTACHMENTS:

1. Cost Information from URS
2. _____
3. _____

ACTION OF THE BOARD OF COMMISSIONERS

APPROVED: ☑ 4-19-10
DENIED: ☐
DEFERRED UNTIL: _____

ATTEST: CLERK TO THE BOARD

_____
SIGNATURE

OTHER:

Jerry Pierce

From: Randy_Foulke@URSCorp.com
Sent: Thursday, April 08, 2010 11:08 AM
To: Jerry Pierce
Cc: Ben_Latino@URSCorp.com
Subject: Re: Vacuum Station Equipment Cost
Attachments: pic13509.gif

The budget price for the vacuum station equipment is $425,000. This includes the raw sewage pumps, vacuum pumps, the tank, valving inside the building, electrical panels, including starters, and instrumentation and controls, and miscellaneous accessories. Budget price for the valve pits would be $2,317,000. This includes the valve pit and the vacuum valve for 662 pits. If CG&L decides to use the breather unit rather than the candy cane, and if the County elects to use the breather unit, the additional cost would be approximately $113,000.

The breather unit looks like a telephone box and is mounted on the gravity line to the pit at the property line. The candy cane is generally located at the side of the house, and is installed by the property owner. The State may require the candy cane in order to have the system above the 100-year flood. Oak Island used both approaches, but had to use the candy canes where the 100-year flood would submerge the breathers.

It is possible that AirVac may allow a 2% to 3% discount on the valve pits. Oak Island ended up getting this discount, but probably should use the numbers I provided above for now.

When ready, the County will need to negotiate a final price and terms and conditions with Rich Naret, who is a VP of AirVac, and Ron White. Both can be reached at 813-855-6297 in AirVac's Tampa office.

As mentioned to you previously, AirVac is the only manufacturer and supplier in the US for vacuum systems. There is one other manufacturer, but they are overseas. AirVac is American made.

Sorry I did not get to you to sooner, I needed to confirm the type and size of the valve pits we are designing around for this project. Just received that information this morning.

Randall L. Foulke, P.E., BCEE, LEED AP
Water/Wastewater Practice Leader
URS Corporation - North Carolina
1600 Perimeter Park Drive
Suite 400
Morrisville, NC 27560
919.461.1466 Direct
919.637.3344 Cell
919.461.1415 Fax

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"Jerry Pierce" <jpierce@brunsco.net>

"Jerry Pierce"
<jpierce@brunsco.net> To<Randy_Foulke@URSCorp.com>

04/08/2010 10:14 AM cc

Brunswick County Board of Commissioners

ACTION AGENDA ITEM

2010

TO:	**Marty K. Lawing, County Manager**	**ACTION ITEM #:**	VII-7
		MEETING DATE:	February 1, 2010
FROM:	Jerry W. Pierce, P.E., Dir. of Public Utilities **Ext. #** 2659	**DATE SUBMITTED:**	January 26, 2010

ISSUE/ACTION REQUESTED: **PUBLIC HEARING:** ☒ YES ☐ NO

Approve agreement with Sensus USA for the purchase of an Advance Meter Infrastructure System to replace the existing manual meter reading system. The estimated total cost of the cost of the project is $9,511,415.93 which will be spread over a 6-year period. The first year cost will be $1,386,000.

BACKGROUND/PURPOSE OF REQUEST:

The County has considered implementation of an automated meter reading system for a number of years. Funds were included in this year's Capital Improvement Program for implementation of an automated meter reading system. A Meter Reading Committee was established, which consisted of Public Utilities staff, Finance staff and Commissioner Norris. The committee met to determine the types of systems that should be considered and a Request for Information and Qualifications (RFIQ) was developed. The RFIQ was sent to all of the leading meter manufacturers that serve our area.

The County received responses from seven meter manufacturers. The committee evaluated all of the responses from the vendors. Most of the vendors provided information on two types of automated meter reading systems. The first type is the AMR or drive by type of system where a customer service employee must drive by the meter in order to receive a reading on manufacturer supplied equipment. This is the type system that we currently use in the Sunset Beach area. The second type of system is the AMI type system where the readings are transmitted back to central receiving point, i.e. the Customer Service Office.

After much discussion, the committee narrowed the number of meter vendors from seven to four. Those four were asked to provide a more detailed proposal on both systems including costs of installation and equipment. After hearing presentations from all four vendors, the committee narrowed the selection to two firms. The committee selected the AMI type system as the best type of system and detailed and final pricing was sought from AMCO Meters and Sensus Meters. After evaluation of the detailed and final pricing Sensus was selected as the best firm to provide the equipment, software, and installation service for the new meter reading system.

During the evaluation process, County staff determined that most utilities installed a new metering system over a period of years instead of all at one time. Also, the County staff determined that County employees could install the meters under supervision of Sensus.

During the detailed and final price negotiations, Sensus made a number of offers to Brunswick County related to price and services that are to be provided. The purpose of this agreement is to consolidate all of the prices, offers of service from Sensus and County responsibilities into one document. This agreement clearly indicates that the project will be phased over a 6-year period and that the County will only purchase equipment and services if funds are budgeted.

County staff recommends approval of the selection of Sensus for provision of the equipment and

service associated with installation of the meter reading system and approval of the agreement with Sensus outlining the offers and services to be provided by Sensus.

FISCAL IMPACT:

BUDGET AMENDMENT REQUIRED:	☒ YES	☐ NO
CAPITAL PROJECT ORDINANCE REQUIRED:	☐ YES	☒ NO
PRE-AUDIT CERTIFICATION REQUIRED:	☒ YES	☐ NO
REVIEWED BY DIRECTOR OF FISCAL OPERATIONS	☒ YES	☐ NO

The budget amendment below is to decrease the FY 10 Water Fund budget appropriation for debt service principal and interest for the Electronic Meter Reading System and redirect the funds for an appropriation to purchase the system in phases over several years. The budget amendment will appropriate $1,386,000 for the first phase of the project in FY 10.

Water Fund:

Expenditures:

Lease Principal-Radio Read Equipment	619100-475012	($1,086,000)
Lease Interest-Radio Read Equipment	619100-476012	($300,000)
Capital Outlay-Electronic Meter System	617110-459605	$1,386,000

CONTRACTS/AGREEMENTS:

REVIEWED BY COUNTY ATTORNEY:	☒ YES	☐ NO	☐ N/A

ADVISORY BOARD RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

Approve advanced meter infrastructure installation project agreement with Sensus USA and the associated budget amendment.

ATTACHMENTS:

1. Agreement
2. Proposals and Cost Information from Sensus
3. _____

ACTION OF THE BOARD OF COMMISSIONERS

APPROVED: ☑ 2-1-10
DENIED: ☐
DEFERRED
UNTIL: _____

ATTEST: CLERK TO THE BOARD

_____
SIGNATURE

OTHER: Please return to Clerks office for Chairmans signature after all required signatures have been obtained from Sensus. Thank you

BRUNSWICK COUNTY PUBLIC UTILITIES
ADVANCED METER INFRASTRUCTURE INSTALLATION PROJECT AGREEMENT

Whereas, Brunswick County Public Utilities Department and Finance Department desire to upgrade the existing water meter reading systems, and

Whereas, Brunswick County issued a Request for Qualifications and Information (RFQI) to major water meter manufacturers, and

Whereas, Brunswick County received responses to the RFQI from seven meter manufacturers, and

Whereas, After an evaluation of the responses and the request for additional information from several meter manufacturers, the Meter System Selection Committee selected Sensus as the best meter manufacturer to provide the equipment, software and technical services for the installation of an Advanced Meter Infrastructure Reading System in Brunswick County, and

Whereas, the County staff has negotiated the terms, conditions, and schedules associated with the installation of the Advanced Meter Infrastructure Reading System, and

Whereas, it is in both parties' interest to clarify the responsibilities and expectation of both parties during the meter installation process.

IT SHALL BE THE MUTUAL UNDERSTANDING AND AGREEMENT BY BRUNSWICK COUNTY AND SENSUS THAT:

1. The Duties and responsibilities of Sensus and Brunswick County shall be as outlined in the "Sensus/Customer Flexnet Deployment Project Responsibilities Document – Statement of Work" dated November 30, 2009 with the following exceptions:

    A. Sensus will designate a project manager and have the project manager on site for the first year of installation at no additional cost.

    B. Brunswick County is not responsible for any FCC fees for use of the radio frequency.

    C. All meters furnished shall read US Gallons with 8 digit registers.

2. Any disputes that arise between Sensus and/or its authorized reseller and Brunswick County will be subject to mediation if the dispute cannot be otherwise resolved. This section shall not preclude the right of either party to seek other legal relief.

Jacquie Morden

From: Lisa Callicutt <LCallicutt@royalpurple.com>
Sent: Monday, April 17, 2017 1:27 PM
To: Jacquie Morden
Subject: Distributor for North Carolina

Hello,

The distributor that handles North Carolina would be Atlan-Tec in Florence, SC 843-661-0415.

Thank you,

Lisa Callicutt
Receptionist
Royal Purple
Calumet Specialty Products Partners
Packaging and Branded Products
Office: (281) 354-8600
Fax: (281) 354-7600

Chuck Braun

From: Michael Garrett <mgarrett@marketingassociates.org>
Sent: Thursday, April 28, 2016 5:38 PM
To: Chuck Braun
Cc: Matt Garrett
Subject: Bard Manufacturing

Chuck,

I hope you're doing well. Matt Garrett with All Seasons Commercial Distribution asked me to reach out to you. He asked I let you know that All Seasons is Bard Manufacturing's engineered products distributor in North Carolina. Due to the complexity of our product offering, and the expertise required with some of our more advanced system our engineered products are often only offered through one distributor per state or trade region. In this case All Seasons is our EPD for the State of North Carolina. Please don't hesitate to contact me if you have further questions. Thank you for your business!

All the best,

Michael

Michael K. Garrett
Mid Atlantic Regional Director
Bard Manufacturing Company

Marketing Associates, LLC
Post Office Box 13068
Greensboro, NC 27415

Beck Sales & ENGINEERING

January 22, 2015

Brunswick County Public Utilities
cbraun@brunsco.net
Pages: 1

Attention: Chuck Braun

Subject: Xylem Analytics Representation

Dear Chuck:

Beck Sales & Engineering Co. is the authorized Xylem Analytics Representative for the following products in both NC and SC.

Products	**Affiliated Company**
Royce Technologies Monitoring and Control Instruments	OI Corporation
OI Process TOC Analyzers (9210e, 9210p)	OI Corporation
OI Process CN Analyzers (9210)	OI Corporation
WTW Drinking Water Online Monitoring Instruments	WTW
WTW Online Trescon® Analyzers	WTW
YSI Process Monitors IQ SensorNet	YSI Corporation
YSI Water Quality Systems Products (WQS)	YSI Corporation

Should you have any questions, please let us know.

Sincerely,

Beck Sales and Engineering Co.

Mike Beck

10718 Carmel Commons Blvd., Suite 250 • Charlotte, NC 28226

P: 704-542-9329 • F: 704-541-5711 • E: becksls2@bellsouth.net • www.becksls.com

- Tretter Mfg. Company
- Velan
- Waterman

- Instruments & Controls
- Steam, Air & Hydronic Products
- Municipal Manufacturers
- Additional Manufacturers

DeZURIK Distributor

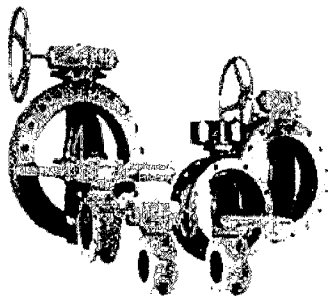
DeZURIK
APCO | HILTON

Carotek is proud to be the stocking distributor for DeZurik valves in North Carolina, South Carolina and Virginia. DeZurik is the innovative global leader in valve technologies for pulp and paper, chemical, petrochemical, power, mining, water and wastewater industries. Since 1928 DeZurik has been an icon in the valve industry.

In 2011 DeZurik acquired APCO/Willamette – two industry leading water and wastewater brands that boast a history of innovation going back to APCO's founding in 1895. APCO and Willamette are perfect additions to DeZurik's vast line. Hilton Valve was acquired by DeZurik in 2012 bringing custom knife gate and high pressure control valves capabilities for hydro-electric, industrial and municipal applications.

DeZurik designs and manufactures a diverse family of valve products including:

Resilient Seated Butterfly Valves	High Performance Butterfly Valves	AWWA Butterfly Valves
Knife Gate Linear Valves	Eccentric Plug Valves	Eccentric Plug Valves
Rotary Control Valves	Automatic Control Valves	Cone & Ball Valves
Landing Disc, Silent Flap and Double Door Check Valves	L&W, L&S and Cushion Swing Check Valves	Air, Vacuum, Surge Relief Valves



Carotek strives to understand our customer's processes completely, so together with DeZurik, we can provide customized engineered and standardized packages.

The Power of Solutions

MANUFACTURERS

CENTRIFUGAL PUMPS & HEAT EXCHANGERS ›
POSITIVE DISPLACEMENT PUMPS ›
BLOWERS & VACUUM PUMPS ›
INSTRUMENTATION & CONTROLS ›
VALVES ˅
ASCO ›
D ZURIK ›
DFT Valves ›
EIM ›

EIM Distributor

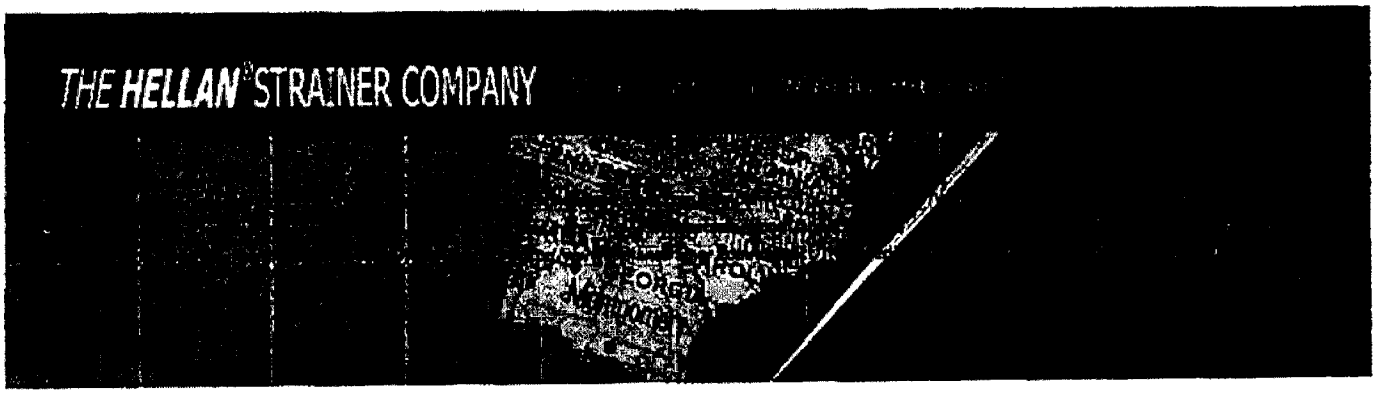
EIM has manufactured high quality valve actuators since 1949 and is represented by Carotek in the municipal market for the states of North and South Carolina.

Carotek provides the full line of EIM actuators:

- Electric Actuators
- Electronic Actuators
- Manual Actuators

Standard Features of EIM actuators include:

- Fully compliant to AWWA specifications
- Non-intrusive designs
- Declutchable Manual overrides as standard
- Single and three phase AC and 24 volt DC actuators
- Battery back-up systems
- Up-to 150,000ft/lbs of torque
- Digital network Systems:
  - Controlinc
  - Foundation Fieldbus
  - Profibus DP with RedCom



Jump to Product:

Hellan

- Manual (/hellan-manual/)
- Automatic (/hellan-automatic/)

Fabricated

- WYE (/fabricated-y/)
- Simplex / Basket (/fabricated-simplex/)
- Tee (/fabricated-t/)

Military/Marine

- Staples & Pfeiffer (/staples-pfeiffer/)
- Manual (Hellan) (/hellan-manual/)
- Automatic (Hellan) (/hellan-automatic/)
- Y (Staples & Pfeiffer) (/military-y/)
- Simplex / Basket (Staples & Pfeiffer) (/military-simplex/)
- Duplex (Staples & Pfeiffer) (/military-duplex/)
- Hose Reels -AFFF & Fueling Hose Reels (/hose-reels/)

Eastern United States

Strainer Reps, Eastern U.S. Region

Carotek, Inc.
Dalton Kean
700 Sam Newell Road
PO Box 1395
Matthews, NC 28106
PH:804-279-8800SC, NC and VA
Industrial & Municipal Sales
Kahl Company.
3526 Silverside Road: #38
Wilmington, DE 19810**Phone : 302-478-8450**
Fax :

website: www kahlco.com (http://www kahlco.com)

NJ - Municipal only
PA, DE & MD - Industrial and Municipal

Rep Company	Contact Info	Sales Area
The Blake Group 4 New Park Road East Windsor, CI 06088	PH:800-353-1100 FX: E-mail: sales@blakeequip.com (mailto:sales@blakeequip.com) Website: www.blakeequip.com (http://www.blakeequip.com) See website for sales person directory	ME, NH, VT, MA, RI (excluding W and SE See website for regic
Carl Eric Johnson Company 1752Q Macleod Drive Lawrenceville, GA 30043	PH:800-737-2235 Fax:678-377-2021 E-mail: sales@cejco.net (mailto:sales@cejco.net) Website: www.cejco.net (http://www.cejco.net) See website for sales person directory	AL, FL, GA, T Industrial & Municip See website for regic
Dave Heiner Associates, Inc. **3799 Route 46, Suite 102** **P.O. Box 6010** **Parsippany, NJ 07054**	PH:973-299-9990 FX:973-299-9988 E-mail: jheiner@daveheinerassoc.com (mailto:jheiner@daveheinerassoc.com) Website: www.daveheinerassoc.com (http://www.daveheinerassoc.com) **Contact Rob Knoblauch**	NJ, SE NY & Long Municipal water & w **See website for territory**
Grundeen & Associates, INC. **P.O. Box 9269** **Schenectady, NJ 12309**	PH 518-372-5533 E-mail: Rich@Grundeen.com (mailto:Rich@Grundeen.com) Contact Rob Knoblauch Website: www.grundeen.com (http://grundeen.com)	NY, SE NY & Long Municipal water & w

CLA-VAL

August 11, 2016

Re: Charles R. Underwood, Inc:

Cla-Val Company has appointed Charles R. Underwood, Inc as our exclusive Master Municipal Distributor and as its representative for the sales of its standard products sold under the trade name of Cla-Val in connection with valves and controls for the States of North & South Carolina. Charles R. Underwood, Inc. is also our factory trained and authorized service facility for CLA-Val Company products for the States of North & South Carolina.

If you require any further conformation or need any additional information regarding this matter please feel free to contact me.

Regards,

Bill Moore

Digitally signed by Bill Moore
DN: cn=Bill Moore, o=Cla-Val Company, ou=Regional Manager, email=bmoore@cla-val.com, c=US
Date: 2016.08.11 15:09:56 -04'00'

William S. Moore
Regional Manager
Cla-Val Company

Cla-Val Eastern Regional Office
6911 Richmond Highway, Suite 444 • Alexandria VA 22306
ph: 800.451.3030 • fax: 703.721.1927 • www.cla-val.com

EMERSON

Emerson Automation Solutions
Micro Motion, Inc.
7070 Winchester Circle
Boulder, CO 80301

02/18/2019

In response to your recent inquiry regarding the source of Micro Motion, Inc. products and services through ClearWater Sales, Inc. for Municipal sales and services, we offer the following.

Products manufactured by Micro Motion, Inc. include Coriolis flow and density measurement devices, magnetic and vortex flowmeters. These products, including replacement parts, are new, and manufactured Micro Motion and its related subsidiary organizations, and Micro Motion is pleased to offer these products for sale directly to our customers and through our authorized Municipal sales representantive in the Southeast, ClearWater Sales, Inc.

ClearWater Sales, Inc. is Micro Motion's only authorized Municipal sales and service representative in the North Carolina, South Carolina, Virginia, and Maryland territory.

Please contact me if you have any questions regarding this letter.

Regards,

Christopher Nelson | Contracts Manager | Micro Motion, Rosemount Flow, Roxar, Flow Field Services

Emerson Automation Solutions | 7070 Winchester Circle | Boulder| CO| 80301

T +1 303 530 8535 | F +1 800 821 0314

Christopher.Nelson@Emerson.com

PENTAIR

HYDROMATIC®

Distributor Locator - Domestic (USA)

Locate distributors by state and county

Locate distributors by state

Market Segment specified

Brand: **Hydromatic** *Market*: **Municipal**

Location specified

City: **Bolivia** *County*: **Brunswick** *State*: **NC** *ZIP*: **28422**

Search Results 1 Distributor(s) found

Please choose one of the following distributor(s):

Clear Water, Inc.
Clear Water, Inc.
1939 Tate Blvd. SE
Hickory, NC 28602

PHONE: 828-855-3182
FAX: 828-855-3183
Email: shadi@clearwaterinc.net

Search by Zip Code...

Select a Market: Municipal

Enter Zip Code: 28422

Next **New Search**

PENTAIR

Distributor Locator - Domestic (USA)

FAIRBANKS NIJHUIS®

Locate distributors by zipcode

Market Segment specified

Brand: **Fairbanks Morse Pump** *Market*: **Municipal**

Location specified

County: **Brunswick (37019)** *State*: **North Carolina (NC)**

Search Results **1 Distributor(s) found**

Please choose one of the following distributor(s):

CLEARWATER, INC
PO BOX 1469
1939 Tate Boulevard, SE
HICKORY, NC 28603-1469

PHONE: 828-855-3182
FAX: 828-855-3183
Email: shad@clearwaterinc.net

Search by State and County...

Select a Market: Municipal

Select your State: North Carolina

Select your County: Brunswick

Next New Search

EMERSON
Process Management

EMERSON PROCESS MANAGEMENT
Rosemount Division
9100-F Perimeter Woods Drive
Charlotte, NC 28216
Tel 704-598-5660
Fax 704-598-5681

September 14th, 2016

To Whom It May Concern:

Re: North/South Carolina Municipal Representation

Clearwater Inc is the sole municipal sales representative for Emerson PM, Rosemount Measurement, Rosemount Analytical, and Micro Motion divisions, in North and South Carolina for all their instrumentation products, parts, and service repair at Emerson PM facilities. Rosemount is the Sole Source provider of such products for municipal utilities and their associated contractors and vendors.

We appreciate your interest in Rosemount products and have made this arrangement to provide you with continuing excellent sales support and service.

Cordially,

EMERSON PROCESS MANAGEMENT
Rosemount Measurement & Analytical Divisions

Scott Jones

Scott Jones
Area Municipal Sales Manager
704-906-0910

Weir Specialty Pumps
92 Ridgewood Drive
Amherst, NY 14226

T 716 835 1110
C 716 536 3455
weirsp.com

August 1, 2018

Brunswick County
West Brunswick Plant

Attention: Mr. Michael Garrity

Subject: **Sole Source Letter – ClearWater, Incorporated**

Dear Mr. Garrity:

Thank you for your inquiry in regard to WEMCO pumps and equipment.

Weir Specialty Pumps, in Salt Lake City, Utah is the only manufacturer and sole source for WEMCO Torque-Flow recessed impeller pumps, WEMCO Hydrogritter grit separation systems, WEMCO Screw-Flow Screw Centrifugal pumps and Prerotation systems, WEMCO Chop Flow chopper pumps, WEMCO Self-Priming Pumps, WEMCO Non Clog pumps, and parts for all above listed WEMCO equipment. For assistance and complete information on all WEMCO pumps, equipment, and parts, please contact our exclusive Municipal Representative in your area:

ClearWater Incorporated
1105 8th Street Court SE
Hickory, NC 28602
Telephone: (828) 855-3182
Fax: (828) 855-3183

WEMCO Pump is a product line of Weir Specialty Pumps, formally named Envirotech Pumpsystems. Our Federal I.D. Number, 87-052 9231, has not changed.

Thank you again for the opportunity to serve you.

Sincerely,

Michael S. Howard

Michael S. Howard
Regional Sales Manager | Municipal

E-mail: mike.howard@weirgroup.com

CONTACT US

Regional Rep / Distributor

{46616262-C8B6-43BF-BD4F-3A4C0F7A255C}{DD9C96F4-779D-4A3F-8BCC-1C5F03400546}

Combs & Associates, Inc - Municipal only
Post Office Box 32185
Charlotte, NC 28232-2185
Phone: 704-374-0450 ext 17
Fax: 704-375-6618
Website: http://www.combs-associates.com
Email: laurastreeter@combs-associates.com

covalen

Search for:

Search

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- Covalen Leveraging Aquastore for a Municipal Water Storage Issue
- E/One Sewer Systems Announces New Distributor in Carolinas
- Fluid & Thermal Systems is now COVALEN
- Water / Wastewater Line Sheet Announced
- Project Profile Twin Lakes Regional Sewer Distrct

Archives

- June 2012
- April 2012
- December 2011
- June 2011

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- For Your Information
- News
- Project Profiles
- Uncategorized

« Fluid & Thermal Systems is now COVALENCovalen Leveraging Aquastore for a Municipal Water Storage Issue »

E/ONE SEWER SYSTEMS ANNOUNCES NEW DISTRIBUTOR IN CAROLINAS

Environment One Corporation (E/One), Niskayuna, New York, has announced the appointment of Covalen as the new E/One Sewer Systems distributor for its Carolina territories. George Earle, president at Environment One, said that the "appointment of Covalen as our new distributor for both North and South Carolina is an important step for E/One in bolstering our position in this area."

Covalen, which operates in the Midwestern United States as well as the Southeast, has been a long-time distributor for Environment One and is considered an innovative and successful channel partner. Their skilled sales and applications staff has helped achieve market leadership in the areas where Covalen represents the E/One product line.

Bob Jacobi, Covalen president, said, "The opportunity for Covalen to begin an operation in North and South Carolina is exciting for our company and it is also an honor to be chosen by Environment One to carry the E/One flag in such an important territory."

Covalen's Southeast operation is based in Loris, SC. The location carries a full inventory of E/One products and also offers full service and repair of the product.

Manager of municipal sales for the new location, Bob Jordan, said that "the Carolina business brings many challenges and opportunities for Covalen and our staff there. We are impressed by the knowledgeable clientele we have worked with so far and look forward to learning more from them as we progress."

Covalen contact info: www.covalen.com

877-770-8277

3981 Walnut St

Loris, SC 29569

Bob Jordan, Covalen Municipal Sales Manager

(C) 317-319-6077

Environment One Corporation is an operating company of Precision Castparts Corp. (NYSE: PCP), a worldwide manufacturer of complex metal parts and engineered products. With corporate headquarters in New York and regional offices and distribution throughout the industrialized world, E/One is a manufacturer and provider of

CRANE PUMPS & SYSTEMS

BARNES • BURKS • CROWN • DEMING • PROSSER • WEINMAN

TELEPHONE: +1 937 778 8947
FACSIMILE: +1 937 773 7157
WEBSITE: www.cranepumps.com

January 4th, 2018

Steve Hlastala
Superintendent, Brunswick County Public Utilities
P. O. Box 249
Bolivia, NC 28422

Re: Crane Pumps and Systems Local Support for Brunswick County

Dear Steve,

This letter is to make you aware of our formal transition of local support for your pump business, moving away from Pumps, Parts & Service, Inc. over to Heritage Water Systems.

This transition became effective January 1, 2019. All of your direct Crane pricing, and terms & conditions are to remain unchanged until further notice.

Your contact at Heritage is as follows:

Heritage Water Systems
7105 Cessna Drive
Greensboro, NC 27409

Tim Tilley
336-687-7480
timtilley@heritagewater.com

If you have any questions, please do not hesitate to reach out to us.

Sincerely,

Jake Borchers

Jake Borchers
VP/GM Municipal Market
CRANE Pumps & Systems

MOYNO

Always the Right Solution™

Rick Baker
Regional Sales Manager
10500 Salt Box Court
Charlotte, NC 28277-1914
Phone: 704/752-4288
Fax: 704/752-4289
rbaker@moyno.com
www.moyno.com

May 28, 2013

Jeremy Sexton
Brunswick County Public Utilities
P. O. Box 469
Bolivia, NC 28422

Dear Mr. Sexton:

This letter is to advise that Daparak, Incorporated is the sole authorized representative for genuine Moyno® Products of Springfield, Ohio in the state of North Carolina.

Accordingly, all **genuine Moyno® Pumps,** Pipeliners, Annihilators, parts, and service are available only through Daparak.

Mr. Sexton, we appreciate the opportunity to be of service to Brunswick County Public Utilities. We appreciate your business and look forward to providing service to you in the future. If you have any questions, please do not hesitate to contact me.

Regards,

Rick Baker

Rick Baker, Moyno Regional Sales Manager

Machinery Services Corp.

Call 973.345.5600 Email info@servicer.com

Click Here For 24 Hour Emergency Service

Davis EMU Pumps

Product to view details.

Information

Wilo Impellers (4)
Modular system

Customer-specific combinations of pump ends and motors are possible in a modular system according to a fixed key

Wilo Submersible Sewage Pumps (14)
Pump: Casing parts, impeller and neck ring of high-quality cast iron (stainless steel casting on request).

Screwed connections as well as mobile neck ring made of stainless steel

Motor: Casing parts of high-quality cast iron or steel. Shaft of high quality heat-treatable steel, screwed connections made of stainless steel

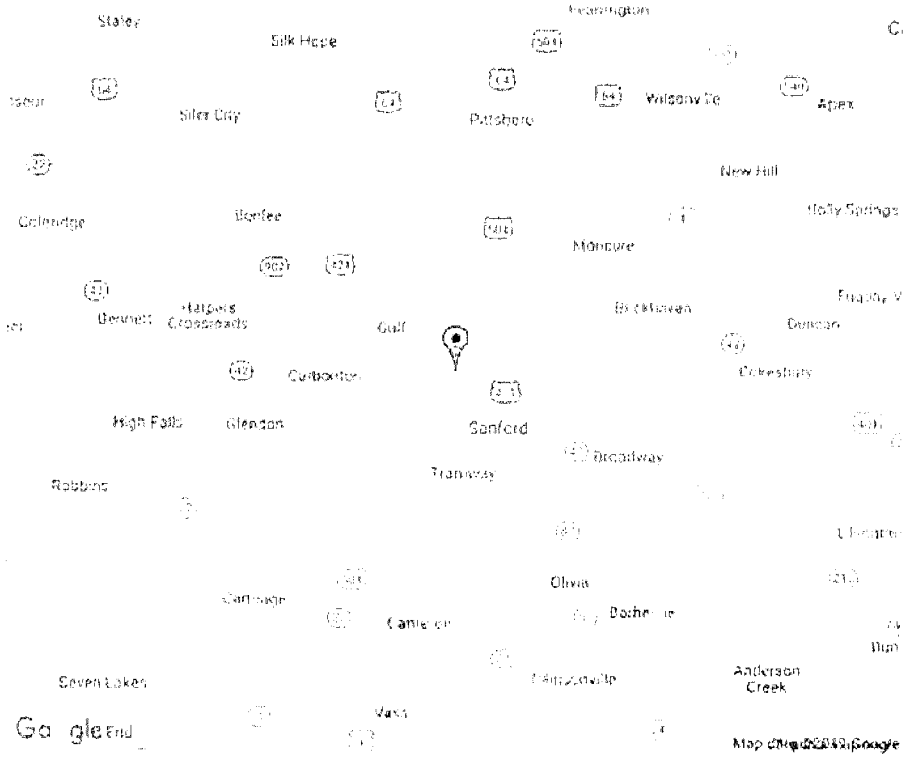
wilo®

Choose Product Segment: Building Services | Water Management | Groundwater

To narrow search:
Enter Zip Code: 28422 or select state: Please select reset

Water Management :

Charles R Underwood
2000 Boone Trail Road
Sanford, NC, 27330
919-775-2463
www.crupumps.com



App-Tek

ThermoFisher SCIENTIFIC

January 4, 2016

To potential OdaLog customers

RE: OdaLog distributor for North America

This letter is to confirm that App-Tek International PTY Ltd. Is the sole manufacturer of the OdaLog/OdaTrak line of hydrogen sulfide gas data loggers and also confirms that Detection Instruments Corporation of Phoenix, Arizona is the exclusive American distributor of our OdaLog range of portable gas logging equipment.

Our policy of having only one distributor per major geographical area is to guarantee sufficient economies of scale to allow our distributors to be able to provide superior after sales support for OdaLog products sold in their area.

When we were looking at the USA and realized the quality of experience and knowledge that Neal Bridges and Lindy Eppinger, and their staff would be able to provide for our end-user customers, we had no hesitation in appointing Detection Instruments Corporation as our sole distributor for all of North America.

Thank you very much for considering OdaLog products to meet your current gas logging requirements.

Yours sincerely,

John Keramidas
Export Sales Manager
Data Acquisition

Thermo Fisher Scientific Australia Pty Ltd - 5 Caribbean Drive, Scoresby, Victoria 3179, Australia
Tel: +61 3 9757 4477 Fax: +61 3 9753 3483
Web: www.thermofisher.com.au

4.1.4 Storage of samples for microbiological analysis

Although recommendations vary, the time between sample collection and analysis should, in general, not exceed 6 hours, and 24 hours is considered the absolute maximum. It is assumed that the samples are immediately placed in a lightproof insulated box containing melting ice or ice-packs with water to ensure rapid cooling. If ice is not available, the transportation time must not exceed 2 hours. It is imperative that samples are kept in the dark and that cooling is rapid. If these conditions are not met, the samples should be discarded. When water that contains or may contain even traces of chlorine is sampled, the chlorine must be inactivated. If it is not, microbes may be killed during transit and an erroneous result will be obtained. The bottles in which the samples are placed should therefore contain sodium thiosulfate to neutralize any chlorine present, as de-

Environmental Chemist

05/02/2018

Brunswick County Public Utilities
Jeremy Sexton
4305 Southport Supply Rd SE
Southport, NC 28422

Evoqua/Permutit is the sole manufacturer/designer of the Permutit AVGF (Automatic Valveless Gravity Filter) with the original patent of the strainer plate design for pressure filters. Part number 105-39230 is a proprietary product in
which only Evoqua (Permutit) has designed to ensure the continuation of process integrity of this equipment. There is no other available source for our product(s) as all of these strainers are supplied through our Union NJ warehouse.

With kind regards,

David Pearsall

David Pearsall
1140 Route 22 East
Bridgewater, NJ 08807
Phone: 908-851-6916
Fax: 908-851-6906
E-mail: david.pearsall@evoqua.com

Standard Terms

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.

3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.

5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.

6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution**. Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators* who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. *The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision* of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services**. Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: _____

Print: _____

Date: _____

TROJANUV
WATER CONFIDENCE

October 31, 2017

Brunswick County
Accounts Payable
P.O. Box 249
Bolivia, NC
28422

RE: TrojanUV System Replacement Parts for Municipal UV Disinfection Systems

This letter is to confirm that EW2 Environmental, Inc. located in Charlotte, NC, USA, is the exclusive provider of Trojan Technologies Genuine replacement parts for municipal projects and equipment for Brunswick County in Bolivia, NC.

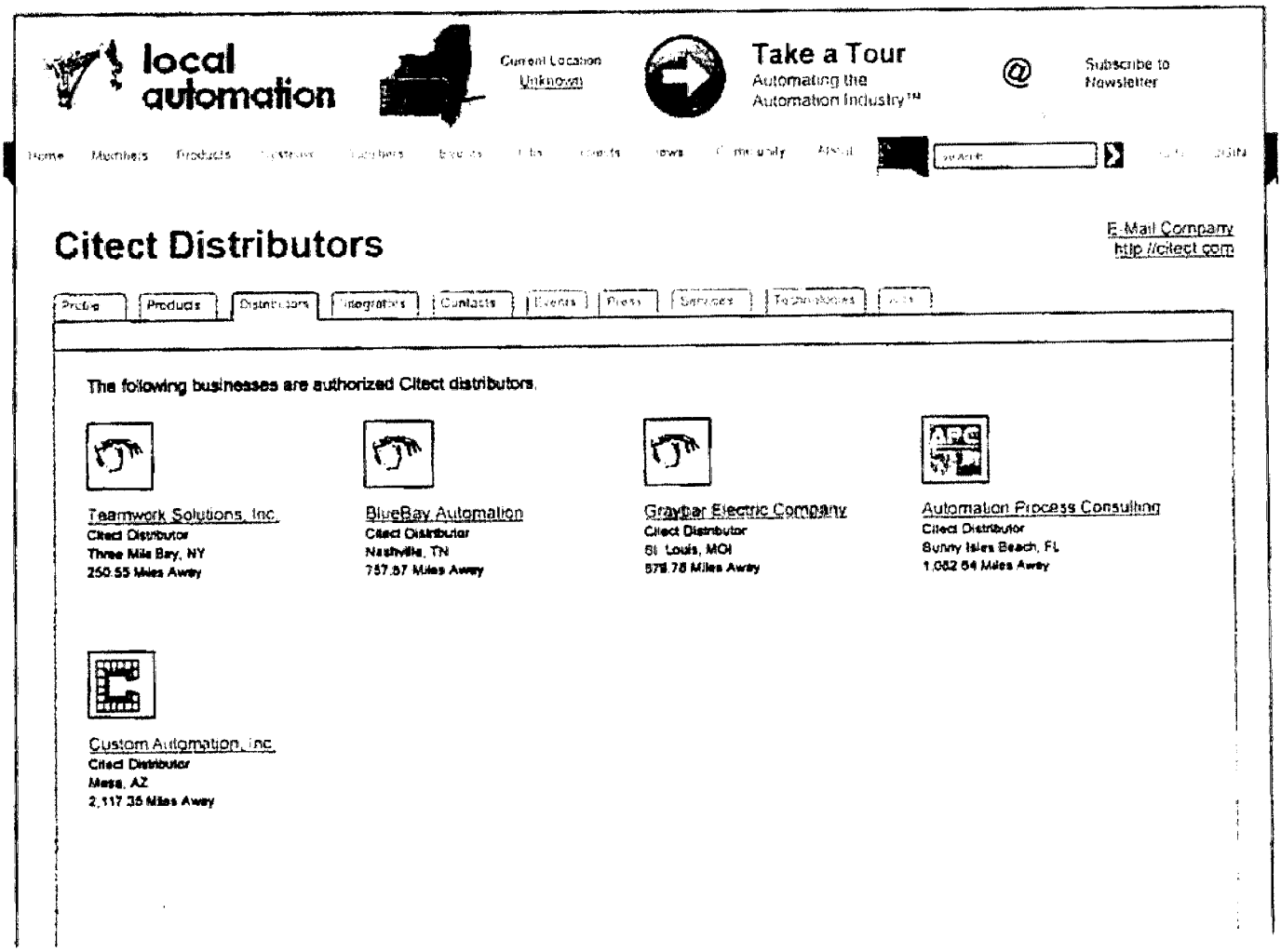
In order to keep the equipment performance guarantee intact, EW2 Environmental Inc, is the only Authorized representative for Genuine Trojan replacement parts. Trojan purchases only validated system components (lamps/bulbs, ballasts etc.) from our suppliers and only those components meeting our performance standards are passed on to the customer.

If you have any questions, please do not hesitate to contact me at 519-457-3400 ext 2556 or by email at mdoria@trojanuv.com.

Best regards,
TROJAN TECHNOLOGIES

Mike D'Oria
Municipal Territory Representative

Country / Territory	Independent Sales & Service Channels / Woodward Office	Services
United States—		
	OEMs—Contact Woodward/Rockford (aerospace turbines) or Woodward/USA (industrial turbines, electric power, engines).	
	Engine Solenoids—Contact Traycana (US east of Mississippi River) or Drake Controls - West (US west of Mississippi River).	
	MotoHawk Control Solutions product line—Contact New Eagle (Ann Arbor, MI).	
	Nuclear Utilities—Contact Engine Systems Inc.	
	Railroads—Contact Illinois Auto Electric.	
	All other needs:	
AL	Governor Control Systems/GCS (Fort Lauderdale)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
AK	Governor Control Systems/GCS (Seattle)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
AZ	Winn-Marion Barber (Tempe)	Distributor / AISF / RER
	Western EPG Products (CA)	ASA
AR	Governor Control Systems/GCS (Mandeville)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
CA	Drake Controls - West (Buena Park)	Distributor / ATC / AISF / RER (Solenoids)
	Elliott Company / Fairfield Service Shop (Fairfield)	AISF
	Propulsion Controls Engingeering (San Diego)	AISF
	Western EPG Products (San Diego)	ASA
CO	Winn-Marion Barber (Centennial)	Distributor / AISF / RER
	Case M&I	RTR
CT	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
DE	Peaker Services (New Castle)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
DC	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
FL	Governor Control Systems/GCS (Fort Lauderdale)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
GA	Governor Control Systems/GCS (Fort Lauderdale)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
HI	Governor Control Systems/GCS (Seattle)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
ID (north)	Governor Control Systems/GCS (Seattle)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
ID (south)	Winn-Marion Barber	Distributor / AISF / RER
IL	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
IN	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
IA	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
KS	Drake Controls	Distributor / AISF / RER / RTR
KY (east)	Governor Control Systems/GCS (Norfolk)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
KY (west)	Governor Control Systems/GCS (Mandeville)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
LA	Governor Control Systems/GCS (Mandeville)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
ME	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
MD	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
MA	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
MI	Peaker Services (Brighton)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
MN	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
MS	Governor Control Systems/GCS (Mandeville)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
MO	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (St Louis)	AISF
MT	Winn-Marion Barber (Billings)	Distributor / AISF / RER
NE (east)	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
NE (west)	Winn-Marion Barber	Distributor / AISF / RER
NV	Western EPG Products (CA)	ASA
NV (east)	Winn-Marion Barber	Distributor / AISF / RER
NV (west)	Drake Controls - West (CA)	Distributor / ATC / AISF / RER (Solenoids)
	Elliott Company / Fairfield Service Shop (CA)	AISF
	Propulsion Controls Engineering (CA)	AISF
NH	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
NJ	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
NM (southeast)	Drake Controls	Distributor / AISF / RER / RTR
NM (west/north)	Winn-Marion Barber	Distributor / AISF / RER
NY	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
NC	Governor Control Systems/GCS (Norfolk)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
ND (east)	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
ND (west)	Winn-Marion Barber	Distributor / AISF / RER
OH	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
	Fluid Mechanics (Cleveland)	Distributor (Diesel Fuel Systems)
OK	Drake Controls	Distributor / AISF / RER / RTR
OR	Governor Control Systems/GCS (Seattle)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
PA	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
RI	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
SC	Governor Control Systems/GCS (Fort Lauderdale)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
SD (east)	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
SD (west)	Winn-Marion Barber	Distributor / AISF / RER
TN (east)	Governor Control Systems/GCS (Norfolk)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
TN (west)	Governor Control Systems/GCS (Mandeville)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr



As a registered user of Schneider Electric Software packages listed below, you are receiving ongoing Support through our Priority Support Program.

Your Support Program expires shortly! You need to renew your membership to continue to receive the following benefits:

1. Priority Telephone Support
2. Access to your personal Web Site
3. Software Updates
4. Eligibility to upgrade software product at a discount

Renew your contract by:

- Contact your local Schneider Electric distributor
  MATTHEW SHERWOOD/(910) 762 2648/, GRAYBAR ELECTRIC USA

- Contact your local Schneider Electric sales representative
  ROGER MANUS/(704) 571-6025/, CHARLOTTE NC

From: customer.services@us.schneider-electric.com
[mailto:customer.services@us.schneider-electric.com]
Sent: Thursday, August 08, 2013 6:23 AM
To: bheck@brunsco.net
Subject: Priority Support Program Renewal Notice (SE-2-281913)

SCHNEIDER ELECTRIC

Priority Support Program Renewal Notice

Please note: THIS IS A QUOTE

Invoice will follow after receipt of purchase order

North Andover, 8 August,2013

BJ HECK
BRUNSWICK COUNTY GOVERNMENT CENTER USA
250 GREY WATER ROAD
ATTN I & E SHOP
SUPPLY, NC 28462
USA

Dear Bj

As a registered user of Schneider Electric Software packages listed below, you are receiving ongoing Support through our Priority Support Program.

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Still need assistance?
Call 1-888-266-8705, option #3 to reach our Service & Support Administration.
We will help manage your inquiries.
http://eclipse.modicon.com

Contract #	Service Number	Description	Qty	Expiration Date	Price
A1AU004015	771BASICT	BASIC TEAM BRONZE SUPPORT	1	11/6/2013	$5150

Chuck Braun

From: Chuck Braun
Sent: Thursday, December 20, 2018 2:58 PM
To: Jacquie Morden
Subject: FW: IAD letter

FYI
Letter from Schnieder on PLC/Modicon for Graybar

Thank You,
Chuck Braun
Purchasing Manager
Brunswick County Public Utilities
910-253-2636
Chuck.Braun@brunswickcountync.gov

From: Barry Hunsicker <Barry.Hunsicker@graybar.com>
Sent: Thursday, December 20, 2018 2:34 PM
To: Chuck Braun <chuck.braun@brunswickcountync.gov>
Cc: Pat Hanley <Pat.Hanley@graybar.com>; Harold Chassereau <Hal.Chassereau@graybar.com>
Subject: IAD letter

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

Chuck,

Please allow me to introduce myself. My name is Will Eatmon, and I am the Schneider Electric Industry Sales Executive. I understand that you are looking for some clarification around getting quotations on certain Schneider Electric products. The following outlines and clarifies our IAD program, authorization and the value and importance of buying from your local IAD.

We, at Schneider Electric, believe very strongly that customer satisfaction is our primary goal. Therefore, the IAD program is structured with local support and technical competencies in mind. The requirements for this program are designed not to limit our customers' access to purchase points but rather to build capability and competencies in our local market tailored to elevate our customers' access to on site post-sales support and technical resources. As such each IAD does have a designated geography where they have authorization to sell our Unity based PLCs, Industrial PCs, and certain software products. If a distributor in that geography has not completed the required training, certification, and dedicated the required technical resources they cannot attain the IAD authorization. Therefore, that channel does not have access to sell the aforementioned products in their service geography. If a distributor does choose to meet the requirements of the program then they will gain access to those components. This program is also structured to drive local resources and fast access for our customers to any needed highly technical resources. To that point, we have very strict rules that prevent IAD channel members from selling those authorized products outside of their designated service area. Of course, we also have significant penalties for those channel members who break those rules. Again, all of this is driven around improving the customer's overall system life cycle experience and not just the transactional experience.

Graybar is currently the only IAD distributor in your geographical service area. As such, they are the most equipped and experienced channel to support you as you move through design, procurement, execution, and long-term maintenance of your system. Any warranty issues that may arise can and will be easily handled by Graybar. Our local IADs have their own sales operations, technical engineering staff, and account management available to assist you at a moment's notice with the full backing of Schneider Electric.

If I can assist you in any way please do not hesitate to reach out to me.

Thanks,
Will

Will Eatmon
Industry Sales Executive
Sales
Industry Business
Schneider Electric
M: 919-631-7834
T: 1-888-778-2733
E: will.eatmon@schneider-electric.com
8001 Knightdale Blvd
Knightdale, NC 27545
United States
*Please consider the environment before printing this e-mail

Unity Pro

Program Languages and Structure Reference Manual

07/2011

35006144.10

www.schneider-electric.com

Schneider Electric

From: customer.services@us.schneider-electric.com
[mailto:customer.services@us.schneider-electric.com]
Sent: Thursday, August 08, 2013 6:23 AM
To: bheck@brunsco.net
Subject: Priority Support Program Renewal Notice (SE-2-281913)

SCHNEIDER ELECTRIC

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Please note: THIS IS A QUOTE

Invoice will follow after receipt of purchase order

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BRUNSWICK COUNTY GOVERNMENT CENTER USA
250 GREY WATER ROAD
ATTN I & E SHOP
SUPPLY, NC 28462
USA
Dear BJ

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Your Support Program expires shortly! You need to renew your membership to continue to receive the following benefits:

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- Contact your local Schneider Electric sales representative
ROGER MANUS/(704) 571-6025/, CHARLOTTE NC

Still need assistance?
Call 1-888-266-8705, option #3 to reach our Service & Support Administration.
We will help manage your inquiries.
http://eclipse.modicon.com

Contract #	Service Number	Description	Qty	Expiration Date	Price

Jacquie Morden

From: Jeremy Sexton
Sent: Wednesday, July 20, 2016 10:09 AM
To: Jacquie Morden
Subject: FW: SIRR Order Confirmation from hach.com
Attachments: 51246597548.pdf

Jacquie,

Our lab equipment is made by Hach and certain tests require the use of reagent that can only be purchased through Hach. These test include Monochloromine, iron, and phosphate. Will you please draw up a blanket PO for these items? Thank you,

Jeremy Sexton

Water Resources Superintendent
Brunswick County Public Utilities
Hwy 211 Ground Water Treatment Plant
4305 Southport-Supply Hwy SE
Southport, NC 28461

E-Mail - jeremy.sexton@brunswickcountync.gov
910-253-2488 Office
910-477-0918 Cell
910-457-9185 Fax

From: noreply@hach.com [mailto:noreply@hach.com]
Sent: Wednesday, July 20, 2016 10:03 AM
To: Jeremy Sexton <Jeremy.Sexton@brunswickcountync.gov>
Subject: SIRR Order Confirmation from hach.com

Hello Jeremy Sexton,

Thank you for scheduling an order at hach com! Your Scheduled Inventory Reagent Replacement (SIRR) order details are attached. We appreciate your business and are scheduling your future orders now. We will send you an email notification when each order is ready to be shipped. Please don't hesitate to call if you need assistance at any time. Thank you for choosing Hach, your source for expert answers, outstanding support, and reliable, easy-to-use products.

Sincerely,

Hach Customer Service

Hach | 800-227-4224

Jacquie Morden

From: Glenn Walker
Sent: Wednesday, July 19, 2017 10:14 AM
To: Jacquie Morden
Cc: Kadlecek, Kris (kkadlece@hach.com); Billy Benton
Subject: RE: Hach blanket PO

Hey Jacquie,
Yes Hach reagents are the only reagents we can use in our sampling analysis that use Hach instruments which are most of our samples.

Glenn Walker
BCPU Water Resources Manager
glenn.walker@brunswickcountync.gov
910-371-3490

From: Jacquie Morden
Sent: Wednesday, July 19, 2017 10:09 AM
To: Glenn Walker <Glenn.Walker@brunswickcountync.gov>
Subject: Hach blanket PO

Glenn,
I spoke with finance about the blanket PO for Hach. I explained that I had called the vendor several times for the sole source letter but they have not responded.
If you will email me that Hach is the only chemicals/reagents that can be used in your lab equipment, finance will accept that in place of having the letter from Hach.
I think this is poor customer service on the part of Hach.

Thanks,
Jacquie Morden
Public Utilities
County of Brunswick
910-253-2664

Jacquie Morden

From: Jeremy Sexton
Sent: Friday, July 28, 2017 3:28 PM
To: Jacquie Morden
Subject: RE: Quote Confirmation from hach.com

We have standardized all process pH controls at 211 and NW to the Hach sc200 controller. These controllers not only run pH probes but can run many other pieces of equipment that we currently use or may use in the future.

Thank you,

Jeremy Sexton

Water Resources Superintendent
Brunswick County Public Utilities
Hwy 211 Ground Water Treatment Plant
4305 Southport-Supply Hwy SE
Southport, NC 28461

EMail - jeremy.sexton@brunswickcountync.gov
910-253-2488 Office
910-477-0918 Cell
910-457-9183 Fax

From: Jacquie Morden
Sent: Friday, July 28, 2017 1:47 PM
To: Jeremy Sexton <Jeremy.Sexton@brunswickcountync.gov>
Subject: RE: Quote Confirmation from hach.com

Is Hach for the sole vendor for the probes and controllers? If so, please explain.

Thanks,
Jacquie Morden
Public Utilities
County of Brunswick
910-253-2664

From: Jeremy Sexton
Sent: Wednesday, July 26, 2017 10:03 AM
To: Jacquie Morden <Jacquie.Morden@brunswickcountync.gov>
Subject: FW: Quote Confirmation from hach.com

Jacquie,

Please find attached quote for pH probes and controllers. These are for the clearwells to allow us to run the clearwells in any configuration. Please code to R&M instrumentation.
Thank you,

Jeremy Sexton

Water Resources Superintendent
Brunswick County Public Utilities
Phone 910-253-2000
1500 Southport Supply Road
Southport, NC 28461

E-Mail: jeremy.sexton@brunswickcountync.gov
Office 910-253-2000
Office 877-252-3927
Cell 910-457-0855

From: noreply@www.hach.com [mailto:noreply@www.hach.com]
Sent: Wednesday, July 26, 2017 10:00 AM
To: Jeremy Sexton <Jeremy.Sexton@brunswickcountync.gov>
Subject: Quote Confirmation from hach.com

Hello Jeremy Sexton,

Thank you for visiting hach.com. Your quote details are attached. If you have requested contact from a Hach associate or pricing for unpriced product, a Hach product expert will be in touch with you within one business day to assist in solving your water quality needs.

Thank you for choosing Hach, your source for expert answers, outstanding support, and reliable, easy-to-use products.

Sincerely,

Hach Quote Team

800-227 4224 | quotes@hach.com

Company Overview

Harold Beck & Sons, Inc. designs, manufactures, and sells rotary actuators, linear actuators, and installation accessories for industrial control damper and valve actuation in the United States and internationally. Its products include rotary damper drives and actuators, compact rotary actuators, quarter-turn rotary valve actuators, compact rotary valve actuators, long stroke linear actuators, linear valve actuators, and replacement-retrofit kits. The company offers installation accessories, such as linkage kits, valve mounting hardware, mounting pedestals, and crank arm extensions/reducers. Its application services include troubleshooting, link-assist service, product demonstrations, applic...

Detailed Description

11 Terry Drive
Newtown, PA 18940

United States

Founded in **1936**

Phone:

215-968-4600

Fax:

215-860-6383

www.haroldbeck.com

Medora Corporation
GridBee SolarBee

October 17, 2017

Ms. Jacquie Morden
Brunswick County Public Utilities
250 Grey Water Road
Supply, NC 28422

To Whom It May Concern:

This letter verifies that

Heritage Water Systems, Inc.
3125 Kathleen Ave, Ste 299
Greensboro, NC 27408

is the only authorized Distributor in the state of North Carolina that is authorized to sell GridBee Model AP500 manufactured by Medora Corporation.

Heritage Water Systems, Inc. has received factory training for SolarBee / GridBee products and is an excellent resource for information and project assistance in the application of Medora equipment.

Please feel free to contact us with any questions or if you need additional information.

Sincerely,

Willard Tormaschy
Corporate Secretary

KAYLA REISS
NOTARY PUBLIC, STATE OF NORTH DAKOTA
MY COMMISSION EXPIRES FEB 21, 2023

(Notary Seal)

The above individual signed this letter in my presence on October 17, 2017. Attested to by Kayla Reiss, Notary Public, Stark County, State of North Dakota.

APPLICATION

Aeration/Biological/Clarification (Envirex Products)

Remove refinement

STATE/PROVINCE

NC

Remove refinement

FIND YOUR LOCAL MANUFACTURERS' REPRESENTATIVE

Evoqua products are represented by the leading experts in your region.

Firm:
Heyward Incorporated (NC)

Address:
2101 Cambridge Beltway Dr.
Charlotte, NC 28273

Phone:
704-583-2305

Email Address:
info@heyward.net

Website:
http://www.heyward.net/

FLUID ENGINEERING, INC.

Heyward Incorporated is proud to announce our representation of Fluid Engineering, Inc. of Erie, PA.

Fluid Engineering, Inc. manufactures Automatic Self-Cleaning Strainer/Filtration Systems; Simplex, Duplex, and Conical Strainers; and Custom Skid Strainer Packages. Industries served include power generation, F.G.D. Systems, Natural Gas Power Plants, pulp/paper, and water and wastewater treatment for both Municipal and Industrial market sectors, just to name a few.

Products

- Eliminator Automatic Self-Cleaning Strainer
- Hyper-Jet Automatic Self-Cleaning Strainer
- Automatic Slurry Strainer/Mixer with Scraper
- High Performance Slurry Duplex Strainer
- Simplex Strainers
- Static Gravity Strainers
- Conical Strainers
- Basket Strainers
- Y-Strainers
- Single and Multi-Bag Bag Filters
- "S" Basket Strainers

Heyward
Since 1908 INCORPORATED

Heyward Incorporated
2101-A Cambridge Beltway Drive
Charlotte, NC 28273
704.583.2305
www.heyward.net

Fluid Engineering
A Division of TM Industrial Supply, Inc.

Fluid Engineering, Inc.
1432 Walnut Street
Erie, PA 16502
814.453.5014
www.fluideng.com

Distributor Locator - Domestic (USA)

Locate distributors by state and county

Market Segment specified

Brand: **Aur Layne/Verti-Line** *Market*: **Municipal**

Location specified

City: **Bolivia** *County*: **Brunswick** *State*: NC *ZIP*: **28422**

Search Results 1 Distributor(s) found

Please choose one of the following distributor(s):

Heyward, Inc.
2101-A Cambridge Beltway Dr.
Charlotte, NC 28273

PHONE: (704) 583-2305
FAX: (704) 583-2900
Email: info@heyward.net

Search by Zip Code...

Select a Market: Municipal

Enter ZipCode: 28422 Continue

Start a new search

Layne/Verti-Line Pump

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Blue-White
Industries, Ltd.

To Whom It May Concern:

Heyward based in Charlotte, NC is the exclusive Municipal Representative for Blue-White Industries Pro-Series M peristaltic metering pump.

Heyward has been extended exclusivity for the promotion and sale of the Pro-Series M product line within the states of North Carolina and South Carolina.

Cordially,

David Koch

David Koch
Director of Sale

WEDECO

a xylem brand

Contact Center

Find your WEDECO representative nearby:

(•) UV

( ) Ozone

Enter your zip code:

28451

search now

Your local representative for WEDECO UV systems in 28451 Leland

Heyward Incorporated
2101-A Cambridge Beltway Drive
28273 Charlotte (NC)

Jeannie Sanders
leads@heyward.net

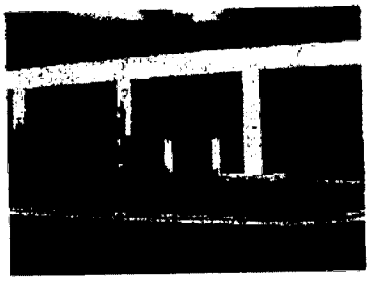
Phone: 704 583-2305
Fax: 704 583-2900

District Manager:
Kevin Flis
Kevin.Flis@xyleminc.com

USA - XYLEM WATER SOLUTIONS
WEDECO, a Xylem Brand
14125 South Bridge Circle
28273 Charlotte, NC
USA

Tel.: 704-409-9700
Fax: 704-295-9080

Contact form



You are not located in the United States?

Get the right contact in your country. **More...**

Browse our international website. **More...**

© Xylem Water Solutions. • 14125 South Bridge Circle • 28273 Charlotte, NC • USA
Tel.: 704-409-9700 • Fax: 704-295-9080 • www.wedeco.com • wedecoleads@wedecousleads.com

YSI Incorporated
1725 Brannum Lane, Yellow Springs, OH 45387
Tel +1.937.767.7241 Fax +1.937.767.9353

May 24th, 2018

To whom it may concern,

Heyward-Charlotte, Inc. is the exclusive Xylem Analytics Representative in municipal wastewater, industrial wastewater, and municipal drinking water markets within the geographical areas of North Carolina and South Carolina for the following products.

Products	Affiliated Company
YSI Process Monitors IQ SensorNet	YSI Corporation
YSI Water Quality Systems Products (WQS)	YSI Corporation
Royce Technologies Monitoring and Control Instruments	OI Corporation
OI Process TOC Analyzers (9210e, 9210p)	OI Corporation
OI Process CN Analyzers (9310)	OI Corporation
WTW Drinking Water Online Monitoring Instruments	WTW
WTW Online Trescon® Analyzers	WTW

Heyward, Inc.'s corporate contact information follows:

Heyward Incorporated
2101-A Cambridge Beltway Drive
Charlotte, NC 28273
Phone: 704-583-2305
Fax: 704-583-2900

Feel free to contact me with any questions.

Best regards,

David Fraley

David Fraley
Regional Sales Manager
Xylem Analytics
937-269-4727
dfraley@Xyleminc.com

Jacquie Morden

From: Doug Kreis <dougkreis@the419group.com>
Sent: Tuesday, October 08, 2013 11:35 AM
To: jmorden@brunsco.net
Cc: chadsmalley@the419group.com
Subject: Homa Pumps

Good Morning Jackie. It was nice catching up with earlier this AM. I forgot we have been set up as a vendor with Brunswick, but we have received any PO's in about two years. Are we still showing up in your system?

We are the engineered sales distributor for HOMA Pumps in The Carolinas and Virginia.

Please let me know if you have any questions. Chad Smalley my business partner does all of the invoicing if you have any questions.

Doug Kreis
The 419 Group, llc

P: 843.957.8612
F: 866.370.2520

www.The419Group.com

ISO 9001:2008 CERTIFIED

March 4, 2015

Brunswick County Utilities
3954 Clear Well Drive NE
Leland, NC 28451

Please accept this letter as confirmation that IDEXX Distribution, Inc. (FEIN # 35-2186625) is a wholly owned subsidiary of IDEXX Laboratories, Inc. and is the ***sole supplier*** of the following products to the Water Market:

Product	**Sole Manufacturer**	**Sole Supplier in US Water Testing Market**
Colilert* reagent	Yes	Yes
Colilert* Comparator	Yes	Yes
Colilert*-18 reagent	Yes	Yes
Colisure* reagent	Yes	Yes
Enterolert* reagent	Yes	Yes
IDEXX Vessel	Yes	Yes
Quanti-Tray* Sealer	Yes	Yes
Quanti-Tray*	Yes	Yes
All Colilert* Starter Kits	Yes	Yes
All 20-pack, 100-pack, and 200-pack Combo Packs	Yes	Yes
IDEXX-QC		Yes
Colilert* Quanti-Cult™ QC kit	Yes	Yes
SimPlate* for HPC test kit	Yes	Yes
Filta-Max* Automatic Wash Station	Yes	Yes

Please note that IDEXX Distribution, Inc. was formed as a wholly owned subsidiary of IDEXX Laboratories, Inc. because our shipping location moved from Westbrook, Maine to Memphis, Tennessee.

I hope this information is of assistance. If you have any questions, please call Christina Lee at 1-800-321-0207

Sincerely,

Christina Lee

Christina Lee
IDEXX Water Division

*Colilert, Colilert-18, Colisure, Enterolert, Quanti-Tray, SimPlate, IDEXX-QC and Filta-Max are trademarks or registered trademarks of IDEXX Laboratories, Inc. or its affiliates in the United States and/or other countries.

Jacquie Morden

From: Dixon Medlin
Sent: Tuesday, May 31, 2016 1:39 PM
To: Jacquie Morden
Cc: Donald Dixon
Subject: Polymer at WBR

Jacquie,

We have done testing from both Amer-Chem and Industrial Solutions on different types of polymer in our gravity belt thickener process. Industrial Solution product works better and is more cost effective at this time.

Thanks,

Dixon Medlin
Chief Utility Plant Operator
West Brunswick Regional
Reclamation Facilty
E-Mail –dixon.medlin@brunswickcountync.gov
Office- 910-755-7921
Cell - 910-599-3165
Fax- 910-755-7921

Badger Meter

4545 West Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414 355-0400 800-876-3837
www.badgermeter.com

December 8, 2016

Mr. Chuck Braun, Purchasing Manager
Brunswick County Public Utilities
P.O. Box 249
Bolivia, NC 28422

SUBJECT: Authorized Dynasonics Representative in the Carolinas

Dear Mr. Braun:

The purpose of this letter is to confirm that the J.S. Dismuke Co., Inc. of Johns Island, SC is the sole authorized representative of the Dynasonics brand (part of the Badger Meter, Inc. family) of ultrasonic transit-time and Doppler flowmeters for the Water/Wastewater Market in North Carolina and South Carolina.

If you have any questions regarding this, please contact me.

Sincerely,

Eddie Wentz
Southeast Region Regional Sales Manager
Badger Meter, Inc.

Ph: 414-573-7410
Email: ewentz@badgermeter.com

Brunswick County Public Utilities
P.O. Box 249
Bolivia, N.C. 28422

Hello,

Krohne is the sole manufacturer/ distributor of the Krohne Tidalflux magnetic flow meter for partially filled pipelines. Any Tidalflux that is sold will be manufactured and shipped from our Krohne factory in The Netherlands.

Joe Godfrey
KROHNE, INC.
Inside Sales Engineer
978-535-6060 ext. 1113
j.godfrey@krohne.com

KRÜGER

Kruger
4001 Weston Parkway
Cary, NC 27513

TELEPHONE 919-677-8310
FACSIMILE 919-677-0082

Prepared for: Northeast Brunswick WWTP

11/26/2018

Attention: **Randy Bumgarner**

Kruger is the sole engineering design proprietor of the Kruger / Hydrotech system. All parts associated with the Kruger / Hydrotech system have been engineered based on Veolia Water Technologies, Inc. (dba Kruger) specifications and recommendations that include the following:

Kruger Actiflo® Equipment – including, but not limited to, mixers, microsand pumps, hydrocyclone systems, & lamellas

Kruger Curved Bar Screens

Kruger / Hydrotech Disc Filter Parts

Kruger Mixers

Kruger Inlet Distributors/Weir Gates and Drive Components

HYDREX ™ products (polymers, microsand, coagulants, and specialty chemicals)

Kruger Rotor Drive Systems

Kruger Ditch Aluminum Decking

Kruger Proprietary Software/Programming for SCADA and PLC on Kruger Installations

Pricing: *Kruger to provide a 15% OEM Discount on Kruger list pricing to include all part associated with the above listed items. The corresponding discount will be applied at the time of quote and reflect on the associated invoice.*

Shipping: *Shipping is subject to change and standard shipping charges will apply. An option to overnight will be available for all applicable parts.*

If you have any questions or concerns, please feel free to contact me.
Thank you,

PLEASE NOTE:
This Letter is valid through
December 31, 2018.

Tony Cook
Customer Solutions Manager - Southeast USA Region, Kruger
VEOLIA WATER TECHNOLOGIES
office : +1 919 653-4557 / cell : +1 919 931-9044 / fax : +1 919 661-4568
Kruger / 1500 Garner Road, Suite C / Raleigh, NC 27610 / USA

VEOLIA
WATER
Solutions & Technologies

LAKESIDE EQUIPMENT CORPORATION

75 Years of Quality Service

Since 1928 Lakeside has been dedicated to providing processes and equipment to help design and construct reliable, efficient, cost-effective solutions to large and small municipal and industrial wastewater problems. Located in the suburbs of Chicago, Lakeside is an employee owned company. When you talk to an application engineer at Lakeside, you are talking to an owner, not simply an employee. The Lakeside engineer knows each and all of Lakeside's products.

Lakeside offers a wide range of equipment and systems for all stages of wastewater treatment from influent through discharge. Products include:

AERATION	CLARIFICATION
CLR Process E.A. Aerotor Plant Magna Rotors Rotor Covers	Spiraflo Clarifier Spiravac Clarifier Full Surface Skimmer Tertiary
SCREENING	**GRIT COLLECTION**
Raptor Fine Screen Raptor Micro Strainer Raptor Wedge Section Screen Raptor Wash Press Hy-Tec Screen Hydraulic Trash Rack Cleaners Cable Trash Rack Cleaners	In-Line Grit Collector Aeroductor Coanda Grit Treatment Systems Complete Plant Model L Grit Classifier SpiraGrit
Screw Pumps	**SPECIAL**
Open Screw Pumps Enclosed Screw Pumps	Series Clarification Trickling Filters

Lakeside Equipment Corporation
1022 E. Devon Avenue
P.O. Box 8448

Landia

ENGINEERED TO LAST

Landia, Inc.
111 Triangle Trade Drive
Cary, North Carolina 27513
Phone: 919-466-0603
Fax: 919-760-1666
Email: info@landiainc.com
Website: www.landiainc.com

January 30, 2018

Mr. Tim Webb
Brunswick County Utilities
P.O. Box 249
Bolivia, NC 28422

Subject: Landia Equipment

Mr. Webb:

Please use this letter as confirmation that Landia, Inc., located in Cary, NC, is the sole source for replacement units and parts for Landia mixers and pumps located in the U.S., as well as their service and repair. Landia manufactures the highest quality submersible mixers, chopper pumps, and aerators available.

If you have any questions, please don't hesitate to contact us. Thank you again.

Best regards,

Landia, Inc.

Kenneth E. Jacobs Jr.

Kenneth E. Jacobs Jr.
Service Manager

AURORA
Pentair Water

Distributor Locator - Domestic (USA)

Locate distributors by zipcode

Market Segment specified

Brand: **Aurora Pump**

Market: **Municipal**

Location specified

County: **Brunswick (37019)**

State: **North Carolina (NC)**

Search Results

2 Distributor(s) found

Please choose one of the following distributor(s):

Mechanical Equipment Co., Inc.
P.O. Box 689
Matthews, NC 28106

PHONE: 704-847-2100
FAX: 704-847-2349
Email: sharmon@mechequip.com

Mechanical Equipment Co., Inc.
5711 Six Forks Road
Suite 106
Raleigh, NC 27609

PHONE: 704-847-2100
FAX: 919-844-2030
Email: bmccollum@mechequip.com

Search by State and County...

Select a Market: Municipal

Select your State: North Carolina

Select your County: Brunswick | Continue

Start a new search

North Carolina

Christian Anderson – Territory Sales Manager
1100 SW 38th Avenue
Ocala, FL 34474
336-337-6538
christian.anderson@us.elster.com

Customer Service Representative:
Bonnie Screws
866-896-8858
bonnie.screws@us.elster.com

Business Partner:
Miller Supply Company
1628 S. Main Street
Laurinburg, NC 28352
910-276-7820
millersupplyco@bellsouth.net
http://www.millersupplywaterworks.com/

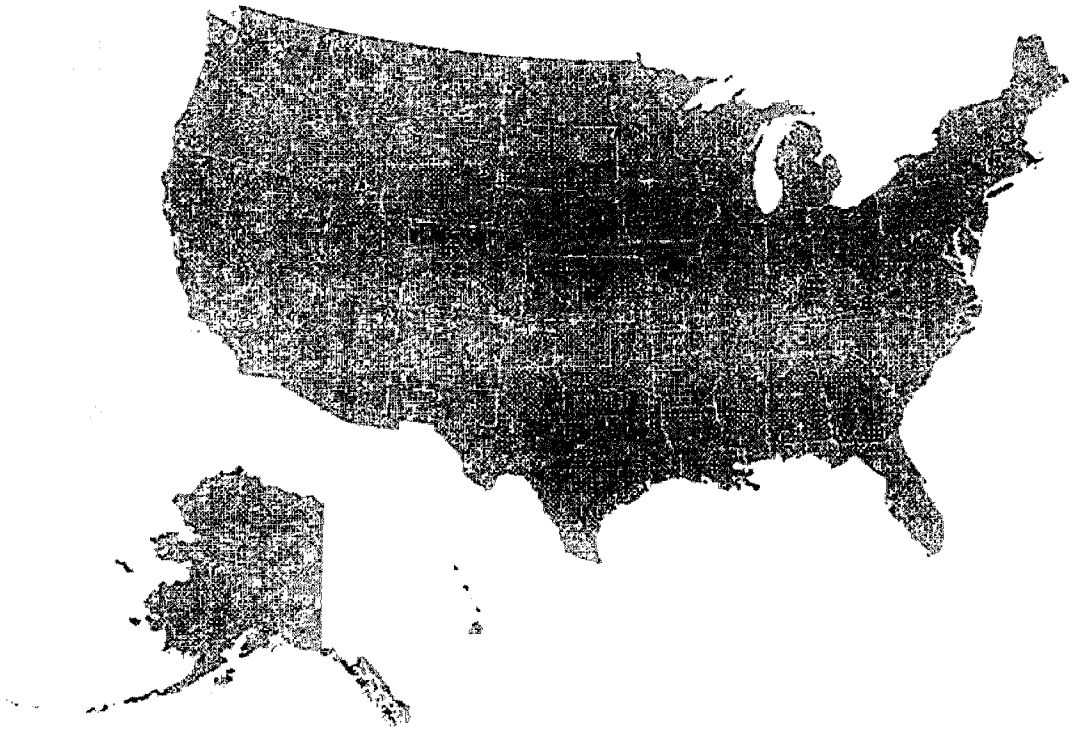
It appears you are using an **outdated version of Internet Explorer**. This may cause some features not to work correctly.
If you have the option, please upgrade your browser (http://browsehappy.com/) to improve your browsing experience.

(1)

SALES

To locate your Mueller sales representative, please click on the map below.

North Carolina



Back to continents map

FILTER BY ZIP CODE (US ONLY)

Zip Code

28422 | Under 200 Miles | Search

DISTRIBUTORS UNDER 200 MILES OF 28422

FORTILINE WATERWORKS

Distance: 19 Mile(s)
3321 U. S. HIGHWAY 421 NORTH
WILMINGTON, North Carolina 28401
Ph: 704.788.9800 (tel:7047889800)

HD SUPPLY WATERWORKS

Distance: 26 Mile(s)
6501 AMSTERDAM WAY
WILMINGTON, North Carolina 28405
Ph: 910.791.4148 (tel:9107914148)
Toll Free: 800.829.5131 (tel:8008295131)

HD SUPPLY WATERWORKS

Distance: 51 Mile(s)
3005 Fred Nash Blvd.
MYRTLE BEACH, South Carolina 29577
Ph: 843.293.2021 (tel:8432932021)

FORTILINE WATERWORKS

Distance: 52 Mile(s)
1090-B TIDEWATER DRIVE
MYRTLE BEACH, South Carolina 29579
Ph: 843.399.4443 (tel:8433994443)
Toll Free: 800.344.0924 (tel:8003440924)

FORTILINE WATERWORKS

Distance: 80 Mile(s)
324 EAST MOUNTAIN DR.
FAYETTEVILLE, North Carolina 28306
Ph: 910.425.8100 (tel:9104258100)

WATERWORKS SUPPLY OF NC

Distance: 80 Mile(s)
902 EASTERN BLVD.
FAYETTEVILLE, North Carolina 28306
Ph: 910.485.2221 (tel:9104852221)

HD SUPPLY WATERWORKS 550

Distance: 93 Mile(s)
1118 INTERSTATE BLVD.
FLORENCE, South Carolina 29501
Ph: 843.662.7068 (tel:8436627068)

FORTILINE WATERWORKS

Distance: 114 Mile(s)
3223 HAWKINS AVE.
SANFORD, North Carolina 27330
Ph: 919.777.5454 (tel:9197775454)
Toll Free: 800.274.3226 (tel:8002743226)

FORTILINE WATERWORKS

Distance: 119 Mile(s)
31 RUPERT ROAD
RALEIGH, North Carolina 27603
Ph: 919.779.7266 (tel:9197797266)

WATERWORKS SUPPLY OF NC

Distance: 119 Mile(s)
1420 B. DIGGS DR.
RALEIGH, North Carolina 27603
Ph: 919.833.4114 (tel:9198334114)
Toll Free: 800.348.8793 (tel:8003488793)

HD SUPPLY WATERWORKS

Distance: 124 Mile(s)
915 OSWEGO RD.
SUMTER, South Carolina 29153
Ph: 803.775.8341 (tel:8037758341)
Toll Free: 800.829.5160 (tel:8008295160)

FORTILINE WATERWORKS

Distance: 129 Mile(s)
5750 BROAD ST. EXT HWY 378
SUMTER, South Carolina 29154
Ph: 888.327.0433 (tel:8883270433)

FORTILINE WATERWORKS

Distance: 135 Mile(s)
4301 Arco Lane
N. Charleston, South Carolina 29418
Ph: 843.614.6186 (tel:8436146186)

FORTILINE WATERWORKS

Distance: 159 Mile(s)
120 SHORECREST ROAD
COLUMBIA, South Carolina 29209
Ph: 803.783.5511 (tel:8037835511)

HD SUPPLY WATERWORKS

Distance: 168 Mile(s)
914 CHRIS DRIVE
WEST COLUMBIA, South Carolina 29169
Ph: 803.794.0902 (tel:8037940902)

HD SUPPLY WATERWORKS

Distance: 171 Mile(s)
901 CRAFTERS LANE
PINEVILLE, North Carolina 28134
Ph: 704.394.5305 (tel:7043945305)
Toll Free: 800.829.5171 (tel:8008295171)

HD SUPPLY WATERWORKS

Distance: 173 Mile(s)
10000 METROMONT INDUSTRIAL BLVD.
CHARLOTTE, North Carolina 28289
Ph: 704.596.4080 (tel:7045964080)

FORTILINE WATERWORKS

Distance: 174 Mile(s)
307 S. REGIONAL ROAD
GREENSBORO, North Carolina 27409
Ph: 336.605.1919 (tel:3366051919)

HD SUPPLY WATERWORKS

Distance: 174 Mile(s)
6344 Burnt Poplar Road
GREENSBORO, North Carolina 27409
Ph: 336.668.2511 (tel:3366682511)
Toll Free: 800.829.5148 (tel:8008295148)

FORTILINE WATERWORKS

Distance: 174 Mile(s)
1210 RED RIVER RD
ROCK HILL, South Carolina 29730
Ph: 803.985.8888 (tel:8039858888)

FORTILINE WATERWORKS

Distance: 174 Mile(s)
7325 OLD STATESVILLE RD.
CHARLOTTE, North Carolina 28269
Ph: 704.921.3004 (tel:7049213004)

Morex, Inc. export only

Distance: 175 Mile(s) Service Asia-middle East
1609 Crossbeam Drive
Charlotte 28217
Ph: 704-423-0102 (tel:7044230102)

Morex, Inc.

Distance: 175 Mile(s)
1609 Crossbeam Drive
Charlotte 28217
Ph: 704-423-0102 (tel:7044230102)

FORTILINE WATERWORKS

Distance: 177 Mile(s)
719 INDUSTRIAL DR.
LEXINGTON, South Carolina 29072
Ph: 803.359.7831 (tel:8033597831)

Morex, Inc.

Your Reliable Source For Engineered Products

Search for:

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Morex, Inc., is a full service manufacturer representative company for heating, ventilating, air conditioning (HVAC), fire fighting products and industrial equipment.

Morex, Inc.'s expertise is in international marketing and its service area the Middle East region. For over 26 years we have been supplying the Middle East and have built an excellent relationship with our customers in that region. Morex, Inc. has been chosen by industry leaders to market their products.

Our commitment is to supply the best engineered products in the industry. Our goal is to continuously expand our market coverage while maintaining the quality of service we provide our suppliers and customers. Our facilities and staff of multilingual professionals, together with our affiliated offices and agents in the Middle East, maintain our reputation as one of the leading companies in our field.

Thank you for visiting our website. We hope you find this site helpful as you browse our pages for the various products and services we offer.

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FERGUSON ENTERPRISES, INC.

Distance: 192 Mile(s)
221 INDUSTRIAL AVENUE
DANVILLE, Virginia 24543
Ph: 434.792.8221 (tel:4347928221)

MUELLER SALES REPRESENTATIVES

Derek Holley

Phone: 864.230.5497 (tel:8642305497)
Email: dholley@muellercompany.com (mailto:dholley@muellercompany.com)

Jeff Marr

Phone: 804.314.1014 (tel:8043141014)
Fax: 804.262.7686
Email: jmarr@muellercompany.com (mailto:jmarr@muellercompany.com)

Martin Topps

Phone: +44-7951 153920 (tel:447951153920)
Email: mtopps@muellercompany.com (mailto:mtopps@muellercompany.com)

Nathan Wiles

Phone: 336.229.4783 (tel:3362294783)
Fax: 336.229.4783
Email: nwiles@muellercompany.com (mailto:nwiles@muellercompany.com)

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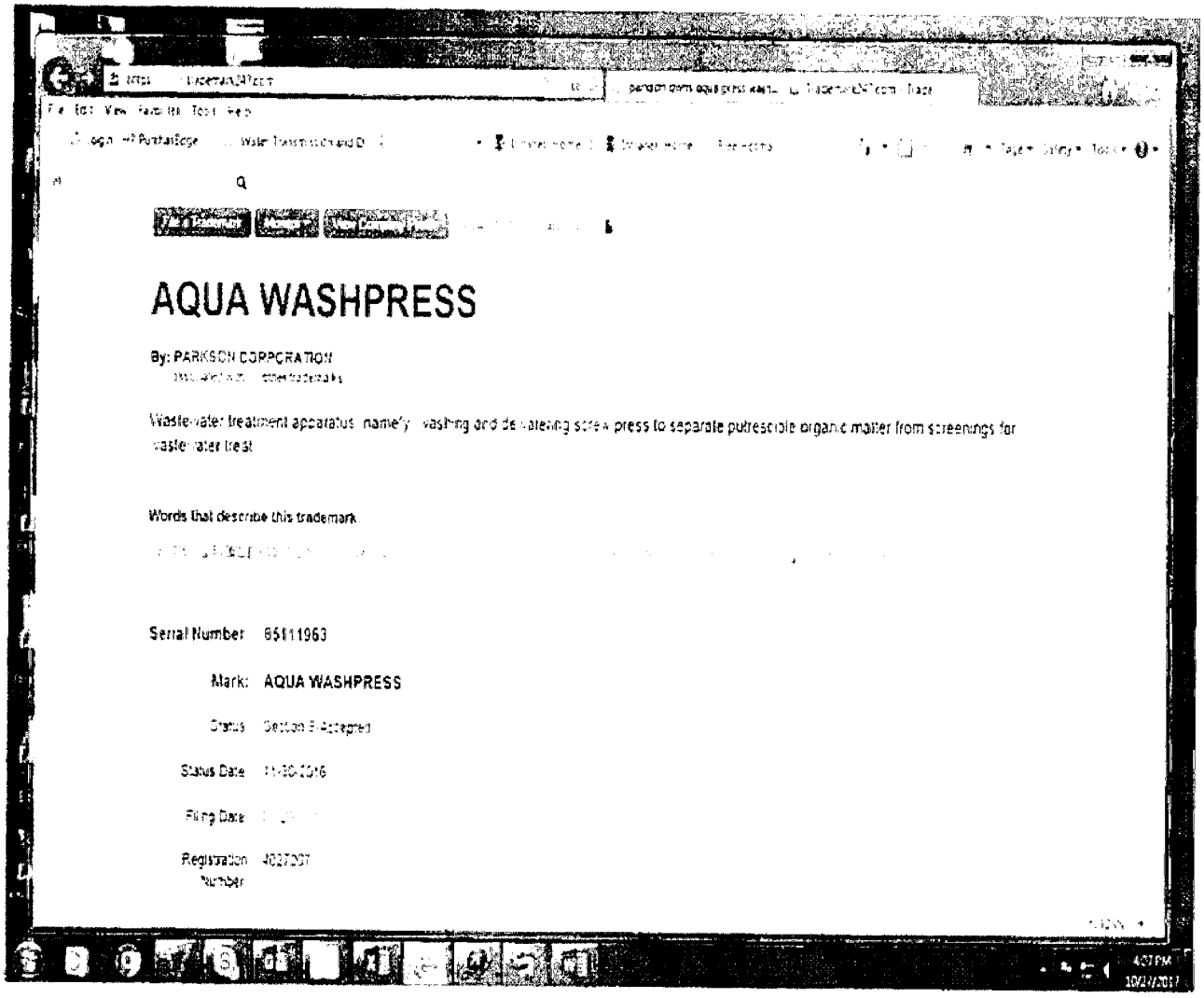


AQUA WASHPRESS

By: PARKSON CORPORATION

Waste-water treatment apparatus, namely, washing and de-watering screw press to separate putrescible organic matter from screenings for waste-water treat

Words that describe this trademark

Serial Number: 85111963

Mark: AQUA WASHPRESS

Status:

Status Date:

Filing Date:

Registration Number:

Screenings & Headworks

Screening benefits the process of wastewater, by-product and water treatment by removing troublesome and recognizable solids so they do not harm or damage downstream equipment and processes. Screening reduces operator workload by avoiding costly downtime of such items such as pumps, valves and other mechanical or process equipment.

Parkson offers a variety of in-channel and gravity fed rotating and static screens with a wide range of screen openings. We also offer screenings handling products such as conveying, washing and dewatering and when combined with a screen we offer a complete screening and screenings handling system.

auma®
Solutions for a world in motion

January 1, 2013

Subject: Representation/Service/Sales

To Whom It May Concern:

This letter acknowledges that **The Perkinson Company** of Charlotte NC is the exclusive Authorized Representative and Factory Authorized Service Representative for AUMA Actuators, Inc. in the states of North Carolina, South Carolina, Tennessee and Virginia (excluding the counties of Fairfax and Loudoun).

The Perkinson Company provides sales support, warranty and non-warranty service and repair in the above-mentioned states.

The Perkinson Company
P O Box 241428
Charlotte, NC 28224-1428
Phone: 704-525-8191
Fax: 704-527-6232

Sincerely,

Anthony L. Pecora
Vice President - Sales

Cc: Larry Stoltz – AUMA Regional Sales Manager
Garry Freiss – AUMA Service Manager

ABS Distributor and Service Center Locator

Click on the Location Name for details about the location.
The ⧗ icon next to the Location Name indicates Special Events at that Location.

Records 1 - 1 (1)

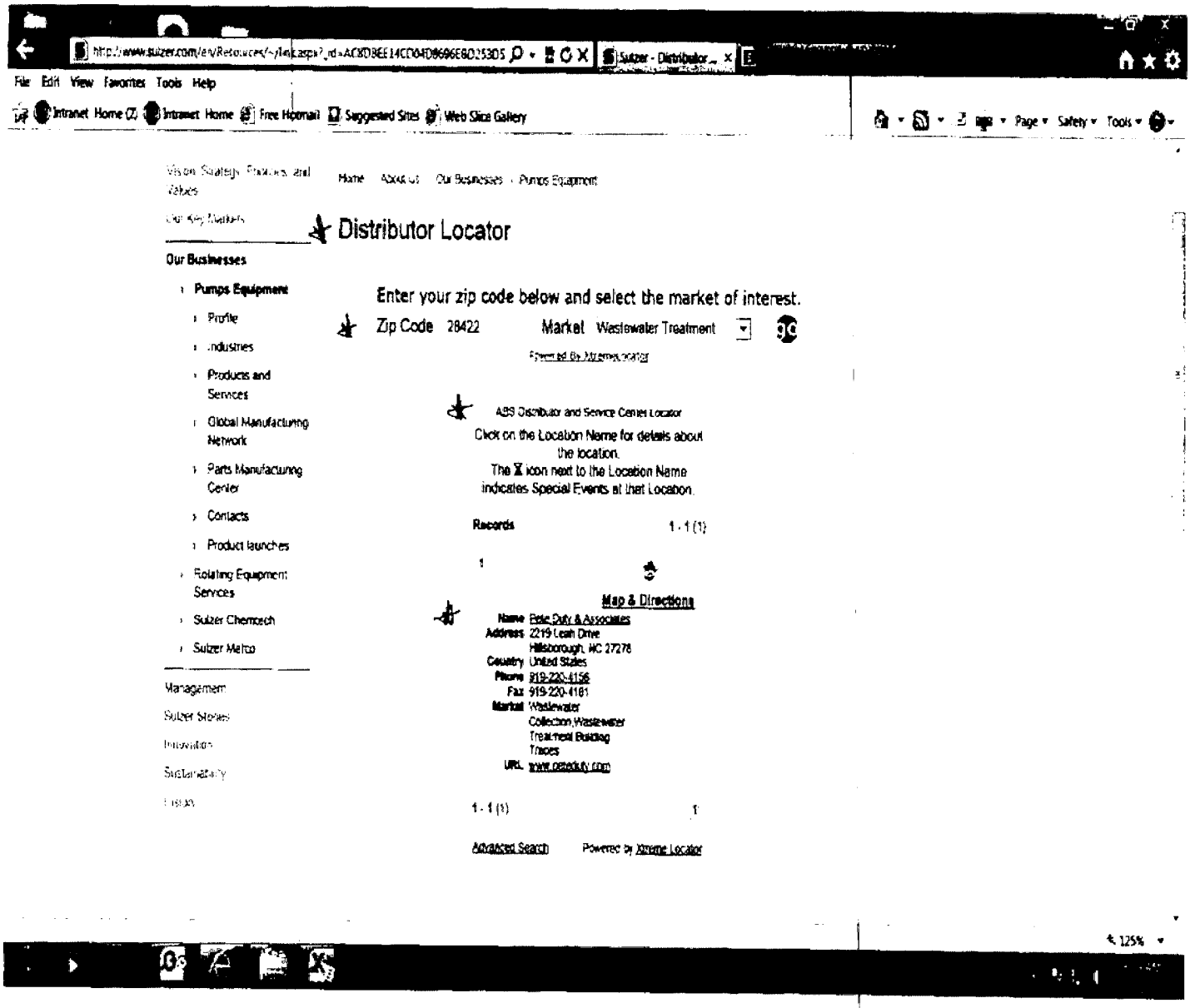
1 **Name** Pete Duty & Associates
Address 2219 Leah Drive
Hillsborough, NC 27278
Country United States
Phone 919-220-4156
Fax 919-220-4181
Market Wastewater Collection,Wastewater Treatment,Building Trades
URL www.peteduty.com

Map & Directions

1 - 1 (1) 1

Advanced Search

Powered by Xtreme Locator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Intranet Home
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Profile
Industries
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Global Manufacturing Network
Parts Manufacturing Center
Contacts
Product launches
Rotating Equipment Services
Sulzer Chemtech
Sulzer Metco
Management
Sulzer Stories
Innovation
Sustainability
Enter your zip code below and select the market of interest.
Zip Code 28422
Market Wastewater Treatment
ABS Distributor and Service Center Locator
Click on the Location Name for details about the location.
The icon next to the Location Name indicates Special Events at that Location.
Records 1 - 1 (1)
Map & Directions
Name Pete Doty & Associates
Address 2219 Leah Drive
Hillsborough, NC 27278
Country United States
Phone 919-220-4156
Fax 919-220-4161
Market Wastewater Collection,Wastewater Treatment Building Trades
URL www.petedoty.com
1 - 1 (1)
Advanced Search
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125%

July 11, 2017

To Whom It May Concern:

OmniSite sells exclusively through independent sales agents throughout North America. These sales agents are assigned an exclusive territory for our products. As such, Pete Duty & Associates, Inc., with offices located in North Carolina and South Carolina, is our sole source product supplier for the State of North Carolina and the State of South Carolina.

Sincerely,
Tom Ward
President
OMNISITE

High Tide TECHNOLOGIES

August 25, 2016

To Whom It May Concern,

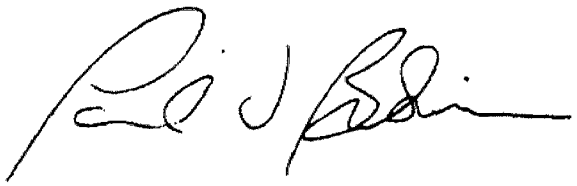
This letter is to inform you that Pete Duty & Associates is the exclusive distributor of High Tide Technologies (HTT) in the states of North Carolina & South Carolina.

HTT is a cloud-based SCADA company that enables our customers to monitor & control their systems from anywhere without spending a fortune. Our simple & secure solution uses field units, satellite, cellular or Ethernet communications, and the Internet to monitor and provide automatic control of our customers' systems.

HTT has over 50 distribution partnerships throughout North America, Central America, and South America.

If you have any questions or curiosities, please direct them to me.

Best regards,



Paul Balsom
Director of Marketing & Sales
High Tide Technologies
P: 615-256-6678
paul.balsom@htt.io

Chuck Braun

From: James Cook <jcook@ptupcorp.com>
Sent: Tuesday, July 23, 2013 10:23 AM
To: cbraun@brunsco.net
Cc: 'Bill Roach'
Subject: FW: Request from : Brunswick County Public Utilities, USA

Hi Chuck,

We just got your inquiry from Mala USA, Inc. Power-Tel Utility Products, Inc. (PTUP) is the Mala GPR dealer for the Southeast. The quote Bill Roach sent you is the retail price for the US. PTUP will support and train Brunswick County at no additional cost. Training is typically $1000 plus expenses from other vendors.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Jim Cook
PTUP
843-412-5301

From: Amber Onufer [mailto:aon@malags.com]
Sent: Tuesday, July 23, 2013 9:39 AM
To: jcook@ptupcorp.com
Subject: FW: Request from : Brunswick County Public Utilities, USA

Kindest regards,

Amber Onufer
Geologist/Senior Account Manager
MALA GeoScience USA, Inc.

Office: 843.852.5021 Ext. 5
Cell: 843.773.0737
Fax: 843.284.0684

From: Mattias Johansson [mailto:MJo@malags.se] **On Behalf Of** Sales
Sent: Tuesday, July 23, 2013 2:55 AM
To: Sales USA
Subject: VB: Request from : Brunswick County Public Utilities, USA

Från: sales@malags.com [mailto:sales@malags.com]
Skickat: den 22 juli 2013 21:25

Myers
Pentair Water

Distributor Locator - Domestic (USA)

Locate distributors by state and county

Locate distributors by state

Market Segment specified

Brand: **F.E. Myers** *Market*: **Municipal**

Location specified

City: **Bolivia** *County*: **Brunswick** *State*: **NC** *ZIP*: **28422**

Search Results **2 Distributor(s) found**

Please choose one of the following distributor(s):

PREFERRED SOURCES INC
1650A Mountain Road
Glen Allen, VA 23060
PHONE: 804-266-9280
FAX: 804-266-9282

PREFERRED SOURCES INC
930 Culp Road
Pineville, NC 28134-9470
PHONE: 704-504-3111
FAX: 704-504-3499

Search by Zip Code...

Select a Market: Municipal

Enter ZipCode: 28422

[Next] **New Search**

Raleigh Valve & Fitting Co.

Your Authorized Swagelok Sales and Service Center

919-878-8085 | info@Raleigh.swagelok.com | website

Raleigh Valve & Fitting Co.

- Products
- Services
- Industries
- Events
- **About Us**
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  - Our Locations and Hours
  - Our Staff
  - Our Values

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Sales and Service

Together, Charlotte Valve & Fitting Co., Raleigh Valve & Fitting Co., and Ridge Valve & Fitting Co. are your authorized sales and service representatives for Swagelok® fluid system solutions in North Carolina and Eastern Tennessee.

We strive to help your business grow by building lasting relationships through personalized service and support. We are one company with three offices located strategically throughout the region allowing us to share knowledge, support, inventory and purchasing between our three locations.

Charlotte Valve & Fitting Raleigh Valve & Fitting Ridge Valve & Fitting

Our goal is to help save you time. And our Swagelok® Custom Solutions capabilities do just that. Whether it's a single product or detailed assembly you need, our dedicated staff, facilities and equipment are here for you.

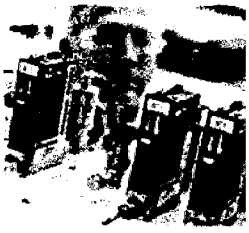
Maybe it's something else you're looking for. Our service offerings extend further than Swagelok Custom Solutions to:

- eBusiness
- Equipment Rentals
- Supply Chain Management
- Swagelok Energy Advisors
- Technology Trailer
- Training and Education

Whatever your need, we have the people onhand to provide a solution. Interested in talking to a member of our staff? Contact us today.

The whole staff at Charlotte Valve & Fitting Company is wonderful. Always helpful and very nice. Overall the top company I have had the pleasure to buy from. Thanks for all your help and support."

--Patrick Munn, Project Engineering Specialist



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QUALITY ACROSS THE G

VISIT US ON

Chuck Braun

From: Billie Willis <billie1097@icloud.com>
Sent: Monday, January 30, 2017 1:42 PM
To: Chuck Braun
Subject: Dealer

We are the only dealer for Yanmar construction equipment in eastern Nc.
I hope this helps.
Thanks,
Billie

Dealer Locator

Search by dealer name, phone number or partial address

Searcl

Select product type.

Construction

Select country and region.

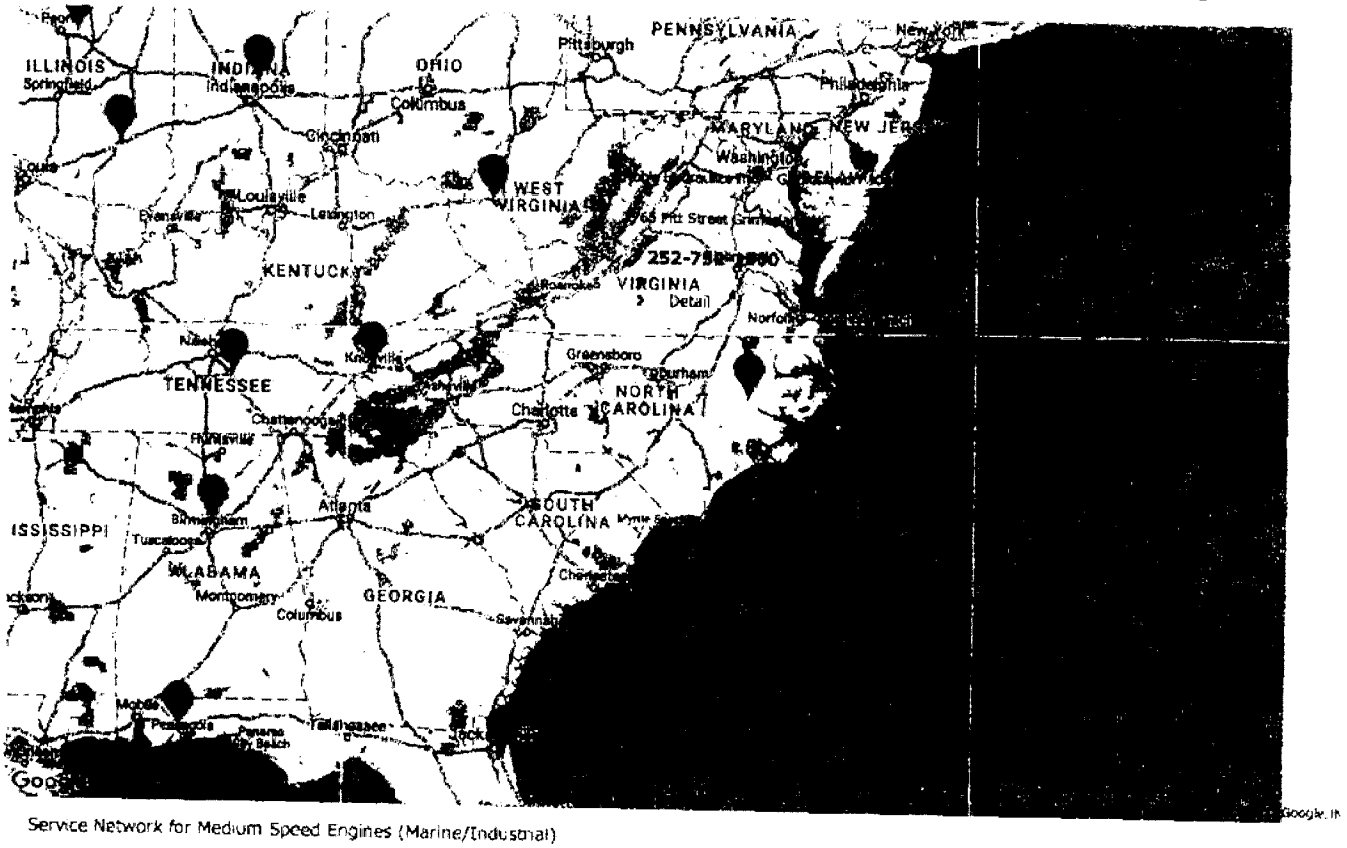
United States

All States

550 dealers found. Search from the map below or add more conditions.

Click the numbers on the map to zoom. Select the pin ( ) to see company information.

Show my locat



Service Network for Medium Speed Engines (Marine/Industrial)

ConstructionTechniques
INCORPORATED

February 21, 2017

Donald Dixon
Wastewater Superintendent
Brunswick County, NC

Re: RTC Southern, LLC
Certified Installer
Fabriform® Fabric Formed Concrete Revetments

Gentlemen,

Please be advised RTC Southern, LLC is the only certified installer of our Fabriform® products in the Carolina Region. RTC Southern, LLC is an experienced installer and has specialized in the installation of our products for the past 12 plus years with more than 7 Million square feet installed.

To the best of our knowledge the company and project personnel of RTC Southern, LLC have more than 50 years of combined experience in the successful installation of our Fabriform® products.

Very truly yours,

Construction Techniques Incorporated

B. J. Akers
President

15867 Snow Road, Suite 100
P.O. Box 42067
Cleveland, Ohio 44142 • USA

216.267.7310 / 800.563.5047
216.267.9310

fabriform@fabriform1.com
www.fabriform1.com

Schenck Process LLC
7901 NW 107th Terrace
Kansas City, MO 64153
Tel 800-821-2476
Fax 816-891-8306
www.schenckprocess.com

810 S. Old 75 Hwy., P.O. Box 205
Sabetha, KS 66534
Tel 800-225-2191
Fax 785-284-2191

746 E. Milwaukee Street
Whitewater, WI 53190
Tel 800-556-3184
Fax 262-473-2232

schenck process

To whom it may concern:

Schenck Process, LLC is the sole proprietor of controls on our equipment. We sell factory direct and do not sell to resellers.

Thank you,

Katy Ramaika | Aftermarket Sales Representative
Schenck Process LLC
746 E. Milwaukee St • Whitewater • WI 53190
Direct: 262-472-6447
Email: k.ramaika@schenckprocess.com

SIEMENS

August 9, 2013

To Whom It May Concern:

Beck Sales & Engineering Co. is the representative for Siemens Process Instrumentation products in **North** and **South Carolina** for the Municipal Market.

Siemens' selection of **Beck Sales & Engineering Co.** to handle the complete product line in the Municipal market is based on application and product knowledge, as well as customer support.

At Siemens, we continuously strive to provide our customers with the very best products, services and support. This same commitment is exhibited by our sales representative partners by providing the knowledge and experience to serve all your process instrumentation requirements.

Siemens products now offered and supported by **Beck Sales** include:

- ❒ Level Instrumentation
- ❒ Loop Controllers
- ❒ Process Recorders
- ❒ Pressure and Temperature Transmitters
- ❒ Liquid, Gas, and Solids Flow Meters
- ❒ Weighing and Feeding equipment
- ❒ Valve Positioners
- ❒ Pneumatics

If you have any questions or requests, please don't hesitate to call:

Beck Sales & Engineering Co.
10718 Carmel Commons Blvd.
Suite 250
Charlotte, NC 28226
Phone: 704-542-9329
FAX: 704-541-5711
www.becksls.com

As always, we at Siemens are also available to assist you in all areas of pre-sales and post-sales support, including product applications, technical support, field service and technical product training.

Best Regards,

Bob Lontoc
East Sales Manager for Siemens Process Instruments
Siemens Industry Inc.
4630 Woodland Corporate Blvd. Suite 150
Tampa, FL 33614
Phone: 813 345 6303
Fax: 678 566 1152
Email: bob.lontoc@siemens.com

P.S. To sign up for our quarterly customer newsletter, go to http://www.sea.siemens.com/ia/newsprod/inpinews.html and click on Process Instrumentation News registration page.

COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT
SURFACE WATER TREATMENT
DIVISION

PO BOX 249
BOLIVIA, NC 28422
(910) 371-3490
(910) 371-5755 FAX

TO: Jacquie Morden

FROM: Glenn Walker, WTP Superintendent

DATE: February 20, 2015

SUBJECT: **SMS Enterprises, Sole Vendor Status**

In years past we have put the Sodium Chlorite contract out to bid but had very little response outside of our current vendor SMS Enterprises. This contract is not a typical bulk chemical supply contract as the vendor has to supply the equipment that also produces the desired end product, Chlorine-dioxide. This equipment is integrated into the existing facility and is a key component in the production of a disinfectant that is needed to ensure the drinking water is safe. If we went to bid as often as the other bulk chemicals no one would even bid on it as the mobilization of the equipment would make it cost prohibitive. That being said, I do keep tabs on what other facilities like ours have to pay for the base product sodium chlorite. Davidson County uses sodium chlorite with vendor supplied equipment and their current price is $0.90 per lb. Harnett County uses sodium chlorite but has made the capital investment and purchased their feed equipment and their cost is $0.57 per lb. At our current price of $0.75 per lb. we pay about an $18,000 per year premium to use the vender supplied equipment which has a value of $240,000 (3 machines X $80,000). However the vendor is responsible for maintenance supplies, repairs, and weekly site visits to ensure the equipment is functioning properly. If you have further questions please do not hesitate to ask.

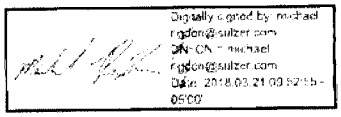
SULZER

Sulzer Pumps Solutions, Inc.

To Whom It May Concern:

The general industry products quoted in Sulzer quotation USA.8211-GSP.18.0117-B0 are supported directly by Sulzer Pumps Solutions Easley, SC, for the territory of the end user.

Best Regards,



Michael Rigdon
Applications Engineer
Sulzer Pumps Solutions, Inc.
155 Ahlstrom Way
Easley, SC 29640

Tuthill Worldwide Contacts

Tencarva Machinery Company

Tencarva Machinery Company
D. H. (Buddy) Boyles
1115 Pleasant Ridge Road (zip 27409-9753)
PO Box 35865
Greensboro, North Carolina, 27425
USA
Phone 1: (336) 665-0250
Fax: (336) 665-0303
<a href='http://www.tencarva.com'
target='_blank'>www.tencarva.com

Brands:
Competitor - Equalizer - PD Plus - PneuMax -
PneuPak - Vacuum Boosters

Product Types:
Air Blowers & Packaged Systems
Gas Blowers & Process Systems
Vacuum Boosting

Notes:

Notes:

Representative for North Carolina

Brands:

Competitor - Equalizer - PD Plus - PneuMax - PneuPak - Vacuum Boosters

Product Types:

Air Blowers & Packaged Systems
Gas Blowers & Process Systems
Vacuum Boosting

Results Map

Excellent Engineering Solutions

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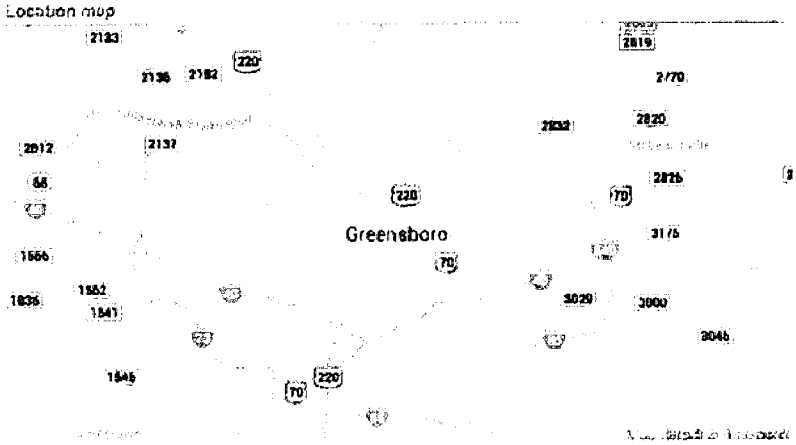
Location map



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Weir Power & Industrial LLC

Allen Steam Turbines
American Hydro
Atwood & Morrill
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Hopkinsons
MAC Valves
Roto-Jet
Seresin-RSBD
SEBIM
Tricentric
Weir YES
WEMCO

Wind Service Centre

Tencarva Machinery Company - Municipal - Weir Specialty Pumps

1116 Pleasant Ridge Road, Greensboro, North Carolina, 27409
T 336 665 0250 F 336 665 0303
jmiller@tencarva.com

Tencarva Machinery Company is the municipal representative for Weir Specialty Pumps for North Carolina (entire state), South Carolina (entire state), and Virginia (entire state excluding the 4 Washington D.C. border counties of Loudoun, Fairfax, Arlington & Prince William). The products that they represent include WEMCO, Hidrostal, Hydrogritter, and Chop-Flow.

News ticker >> Weir

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Jacquie Morden

From: Dixon Medlin
Sent: Thursday, March 17, 2016 1:13 PM
To: Jacquie Morden
Subject: FW: Radar Gauge
Attachments: FMR51 52.pdf

From: Brittney Fischer [mailto:bfischer@thermalprocess.com]
Sent: Thursday, March 17, 2016 11:33 AM
To: Dixon Medlin <Dixon.Medlin@brunswickcountync.gov>
Cc: Nathan Cook <ncook@thermalprocess.com>
Subject: RE: Radar Gauge

Hello Dixon,

Thermal Process Systems recommends the FMR52 Micropilot Level Radar Gauge for the Foam Control in our System. This model replaces the FMR245 that is now obsolete, but very comparable. We do not recommend any other product, brand or model number to be used with our system. The Endress and Hauser Micropilots have been tried and tested throughout the years and have been found to be more accurate than others in their category. The model number changes every few years because Endress and Hauser is continuously making improvements to make these Micropilots more accurate. We always recommend the newest model to all of our customers.

Attached is the Cut sheet for the FMR52.

Please let me know if there are any additional questions.

Thank you,

Please update my name in your records because I recently became a Mrs!

Brittney Fischer (Pressley)
Thermal Process Systems

From: Brittney Fischer
Sent: Wednesday, March 16, 2016 9:49 AM
To: 'Dixon Medlin'
Subject: RE: Radar Gauge

Hello,

The FMR245 is now a obsolete part number and we cannot go purchase. The new model replacing that item is the FMR52, this model is very comparable and from my understand, gets better readings. Please let me know if you would like to proceed or if you have any questions.

Thank you,

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Perkins parts
www.cylex-usa.com/perkins%20parts.html
5+ items – Results for Perkins parts ; customer reviews, prices, contact ...

PERKINS MOBILE AUTO GLASS	CA	PO BOX 1089	91778
PERKINS APPLIANCE PARTS & SERVICE	UT	829 SOUTH 500 WEST	84010

Diesel Engine Parts in Florida (FL) on ThomasNet.com
www.thomasnet.com › Suppliers
Results 1 - 16 of 16 – ThomasNet.com provides numerous search tools, including ... Distributor of diesel engine parts. Various engine parts include rocker arms ... Distributors Of Replacement Parts For Caterpillar Equipment

Generator Parts in Florida (FL) on ThomasNet.com
www.thomasnet.com › Suppliers
Results 1 - 9 of 9 – ThomasNet.com provides numerous search tools, including location, certification and ... Manufacturer & distributor of generator parts including generator control panels & metering panels. ... Brand Names: John Deere, Kohler, Kubota, Marathon, Olympian, Perkins Engines ... Tradewinds Power Corp.

Diesel Engines in Florida (FL) on ThomasNet.com
www.thomasnet.com › Suppliers
Results 1 - 26 of 88 – ThomasNet.com provides numerous search tools, including ... TrellCo Parts International - Sarasota, FL ... Tradewinds Power Corp. - Sebring, FL Distributor, Manufacturer Manufacturer; Distributor: Perkins, Isuzu, Mack ...

Engine Parts in Florida (FL) on ThomasNet.com
www.thomasnet.com › Suppliers
Results 1 - 17 of 17 – ThomasNet.com provides numerous search tools, including ... Custom manufacturer of engine parts. Materials used include aluminum ... Distributor of diesel engine parts. Various engine parts include rocker arms ...

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McCROMETER

3255 West Stetson Avenue
Hemet, CA 92545-7799 USA
Tel 951 652-6811
Fax 951 652-3078

January 25, 2019

Clint Ward
Water/Wastewater Operator II
P.O. Box 607
Whiteville, NC., 28472
Ph.: 910-642-5818
cward@ci.whiteville.nc.us

This letter is to confirm that WK Hile Company is McCrometer's exclusive municipal representative as well as the sole source in the State of North and South Carolina. The products include the following:

McCrometer Propeller flow meters.
McCrometer V Cones.
McCrometer Wafer Cones.
McCrometer VM Flow meter.
Water Specialties Propeller flow meter.
Ultra Mag Flow Meter.
McCrometer 2821. Single Point Insertion Mag Flow meter.
McCrometer 3941., 3951. Full Profile Insertion Mag Meter

WK Hile Company is our exclusive representative and is responsible for all product sales, service that includes field start-ups and calibration. This "Sole Source Letter" remain in effect until further notice

Sincerely,

John W. Callison
RSM Southern & Mid-Atlantic States, Water & Wastewater Markets
McCrometer, Inc.
Office: 817-244-2859
Cell: 817-729-6465
Fax: 817-288-0927
Email: johnc@mccrometer.com
Web site: www.mccrometer.com

xylem
Let's Solve Water

USA Service

Xylem Water Solutions Flygt Products Authorized Service Facilities (1 MB)
Xylem Water Solutions Flygt Products Authorized Service Facilities are fully equipped with field service trucks that are stocked with parts and material to allow them to make field repairs if possible. These Authorized Service Facilities can generally supply a field service technician within 24 hours to your site location. These facilities generally have service technicians on 24-hour call, 7 days a week to be able to respond to your service needs.

The Xylem Water Solutions Flygt Products Authorized Service Facilities are also fully Authorized Xylem Water Solutions Flygt Products Warranty Centers. These facilities have full authorization to make warranty repair on your Flygt product, and work with the Regional Service Manager to assure you are getting any warranty credit that may be due you on your Flygt product. If you have your product repaired at a facility that is not a Xylem Water Solutions Flygt Products Authorized Service Facility, the warranty on your product will be null and void. The link below will give you a complete listing of Xylem Flygt Products Authorized Service Facilities within your area that are also Xylem Water Solutions Flygt Products Warranty centers.

In addition, Xylem Water Solutions Flygt Products Corporation also has highly trained Regional Service Managers that are available to assist the Xylem Water Solutions Flygt Products Authorized Service Centers. A National Service Manager, and a full Engineering and Technical staff at any of the Xylem Water Solutions Sales facilities or the corporate office in Charlotte, NC support all of our Service Managers.

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Find Your Nearest Xylem Distributor

To access the name of your local Xylem contact, choose the brand then enter the appropriate search information.

Brand	Country	State	County
Flygt A-C	United States of	NC	Brunswick

SEARCH

1 Record(s) Found

Xylem, Inc. Flygt Products - Charlotte Branch (NC)

14125 South Bridge Circle
Charlotte, NC, 28273 USA
Phone 704-409-9700
Click here to contact

Show on Map

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x
Send Details
First Name*

Last Name*

Address

City

xylem
Let's Solve Water

USA Branches

California:
Xylem Water Solutions U.S.A., Inc.
790-A Chadbourne Road
Fairfield, CA 94534-9643
Tel: (707) 422-9894
Fax: (707) 422-9808
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Xylem Water Solutions U.S.A., Inc.
11161 Harrel Street
Mira Loma, CA 91752
Tel: 1-855-613-5948 or 1-855-61-FLYGT
Fax: 1-951-332-3679
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Florida:
Xylem Water Solutions U.S.A., Inc.
2152 Sprint Blvd
Apopka, FL 32703
Tel: (407) 880-2900
Fax: (407) 880-2962
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Xylem Water Solutions U.S.A., Inc.
1730 Tenth Street WRiviera
Beach, FL 33404
Tel: (561) 848-1200
Fax: (561) 848-1299
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Xylem Water Solutions U.S.A., Inc.
5771 Country Lakes Drive
Ft. Myers, FL 33905
Tel: (239) 693-5226
Fax: (239) 693-1485
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Georgia:
Xylem Water Solutions U.S.A., Inc.
128A Airport Park Drive
Garden City, GA 31408
Tel: (912) 966-1577
Fax: (912) 966-1579
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Xylem Water Solutions U.S.A., Inc.
90 Horizon Drive
Suwanee, GA 30024
Tel: (770) 932-4320
Fax: (770) 932-4321
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Illinois:
Xylem Water Solutions U.S.A., Inc.
8402 West 183RD Street Suite A
Tinley Park, IL 60477
Tel: (708) 342-0484
Fax: (708) 342-0491
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Indiana:
Xylem Water Solutions U.S.A., Inc.
7615 West New York St
Indianapolis, IN 46214
Tel: (317) 273-4470
Fax: (317) 273-4480
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Xylem Water Solutions U.S.A., Inc.
9745 Hedden Road
Evansville, IN 47725

Tel: (812) 602-6800
Fax: (812) 421-4612
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Massachusetts:
Xylem Water Solutions U.S.A., Inc.
78K Olympia Avenue
Woburn, MA 01801
Tel: (781) 935-6516
Fax: (781) 938-0364
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

New York:
Xylem Water Solutions U.S.A., Inc.
600 Mile Crossing Blvd Suite 3
Rochester, NY 14624
Tel: (585) 426-0280
Fax: (585) 426-3947
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

North Carolina:
Xylem Water Solutions U.S.A., Inc.
14125 South Bridge Circle
Charlotte, North Carolina 28273 USA
Phone: (704) 409-9700
Fax: (704) 295-9080
http://www.xylemwatersolutions.com/us

Ohio:
Xylem Water Solutions U.S.A., Inc.
1615 State Route 131
Milford, OH 45150
Tel: (513) 831-7867
Fax: (513) 831-7868
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Oregon:
Xylem Water Solutions U.S.A., Inc.
2630 North Marine Drive
Portland, OR 97217
Tel: (503) 240-1980
Fax: (503) 240-3445
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Pennsylvania:
Xylem Water Solutions U.S.A., Inc.
2330 Yellow Springs Road
Malvern, PA 19355
Tel: (610) 647-6620
Fax: (610) 647-5563
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Texas:
Xylem Water Solutions U.S.A., Inc.
2400 Tarpley Road
Carrollton, TX 75006-2407
Tel: (972) 418-2400
Fax: (972) 416-9570
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Xylem Water Solutions U.S.A., Inc.
1959 Saratoga Blvd, Bldg. 29
Corpus Christi, TX 78417
Tel: (361) 808-7867
Fax: (361) 225-2965
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Xylem Water Solutions U.S.A., Inc.
17352 Bell North Drive
Schertz, TX 78154
Tel: (210) 946-7867
Fax: (210) 651-3057
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Wisconsin:
Xylem Water Solutions U.S.A., Inc.
N27W23291 Roundy Drive
Pewaukee, WI 53072
Tel: (262) 544-1922
Fax: (262) 544-1399
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

xylem
Let's Solve Water

Dewatering pumps

Flygt 2000 range

Flygt 2600 range

Flygt 2600 sludge

Flygt 2700 range

Flygt BIBO 2800

Flygt Slurry pumps

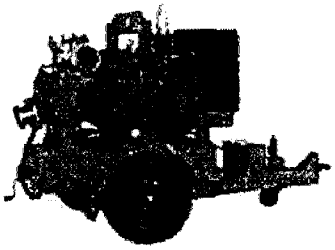
Godwin pumps

Ready range

Xylem Dewatering Tools

godwin

Godwin self-priming pumps



Godwin are global leaders in the supply of fully automatic self-priming pumps used in temporary and permanent applications. A full range of diesel and electric pumps available to rent or buy, used for dewatering and liquids transfer in mining, construction, municipal and industrial markets.
In 2010 Xylem acquired Godwin Pumps, bringing with them over 100 years of experience in the design, manufacture and supply of diesel pumps. Godwin Pumps is renowned for quality, reliability, and long life.
Today, the product range is used throughout the world, in construction industry, oil refineries, chemical plants, mines, specialist offshore pumping, irrigation and water distribution.
Xylem now has access to Godwin's range of automatic self-priming pumps adding an additional and wider range of Diesel driven Dri - Prime pumps. The new Godwin pumps can be skid or trailer mounted for use in mobile applications which can provide exceptional energy efficiency and a significantly reduced clogging capability

Godwin CD, HL, Heidra and NC ranges are now available from Xylem

Visit www.godwinpumps.com for more information.

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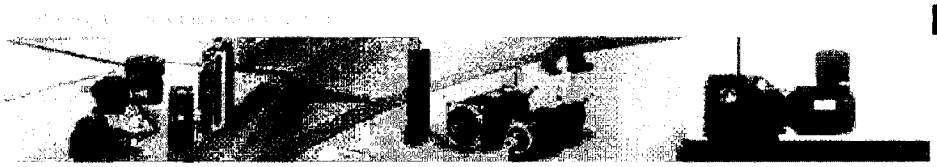
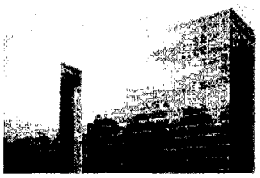
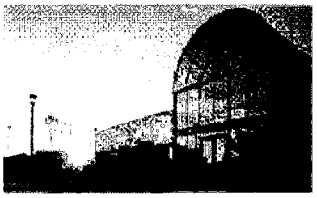


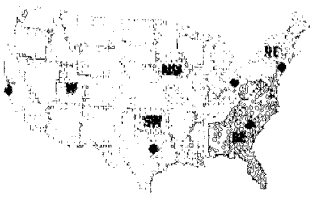


Contact Us

SEW Facility, District Sales Manager & Distributors for "28451"

Southeast Region, Puerto Rico & Jamaica





Southeast Region Assembly Center

SEW-Eurodrive, Inc.
1295 Old Spartanburg Hwy.
P.O. Box 518
Lyman, SC 29365

Tel: (864) 439-7537
Fax: (864) 439-7830

→ Email Customer Service

District Sales Manager

Brent Craft (4650)
Greensboro, NC 27406

Tel: 336-674-5361
Fax: 336-674-1290

→ Email

Nearest SEW-Eurodrive Distributors (within 75 miles)

10 miles (approximate)
Hanover Electric Motor Service
602 Wellington Avenue
Wilmington, NC 28401
Tel: 910-762-3702, Fax: 910-251-1975

10 miles (approximate)
Motion Industries
3822 US Hwy 421 Suite 120
Wilmington, NC 28401
Tel: 910-343-1311, Fax: 855-899-4063
→ Website

57 miles (approximate)
Motion Industries
1903 Godwin Avenue
Lumberton, NC 28358
Tel: 910-738-4221, Fax: 910-738-1627
→ Website

New Search

top

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Jacquie Morden

From: BJ Heck <bheck@brunsco.net>
Sent: Monday, July 30, 2012 12:47 PM
To: 'Jacquie Morden'
Subject: RE: rl haire

Jacquie,
Randy Haire has extensive knowledge of our system. He has been doing work for almost 10 years for Public Utilities. He has helped develop our radio and PLC programs as well as provided new ways and suggestions to make out SCADA and Radio programming more efficient. As well, he lends his knowledge on many variable frequency drives and motor soft start applications in which has helped save the County a lot of money. Our previous experiences with other Integrators on Capital projects and some Engineering projects have not gone very well. The end result with the SCADA programs almost always results in Tommy Ellison and Randy Haire coming back to multiple sites to correct mistakes and make the programs run more streamline and consistent with the Public Utilities programming standards. We only want to use Randy due to his knowledge of our programming and database standards. He is knowledgeable of all of our sites and his rates are far less than the over $100-$150 an hour rates plus travel expenses quoted in the past by other integrators. He also has never charged the County for any travel expenses for food or lodging. He is also local and has always been available when we have called him for help no matter what time of the day.

Benjamin Heck
Instrumentation and Electrical Superintendent
Brunswick County Public Utilties
P.O. Box 249
Bolivia, N.C. 28462
W: 910-253-2011
C: 910-477-0734
F: 910-253-2984

From: Jacquie Morden [mailto:jmorden@brunsco.net]
Sent: Friday, July 27, 2012 8:06 AM
To: BJ Heck
Subject: rl haire

BJ, please send me a justification for not having other quotes for programming services. I know RL Haire been the vendor for several years.

Thanks,
Jacquie Morden
Public Utilities
County of Brunswick
910-253-2664

USCP
U.S. COMPOSITE PIPE, INC.

May 21, 2018

Subject: Tencarva

To Whom It May Concern:

This letter serves as a sole source document for products manufactured by U.S. Composite Pipe, Inc.

Tencarva is the sole authorized representative for U.S. Composite Pipe, Inc. in the state of North Carolina.

Sincerely,

Eric H. Davidson, P.E.
Vice President

800 CR 209, Alvarado, TX 76009 P-817.783.3444 F-817.783.6002

Chuck Braun

From: carrollindsol@bellsouth.net
Sent: Monday, July 22, 2019 3:02 PM
To: Chuck Braun
Cc: Matt Smith
Subject: ODO FREE SOLUTION

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

Hi Mr. Braun, ISS is sole providers of ODO Free Solution, that is used for odor control in ST. James Plantation. It is provided in bulk, serviced and tested by ISS tec. Rep. Please see contact information below.

Carroll Grice
Industrial Solutions & Supply, Inc.
PO Box 1172 / 2833 Gurley Rd.
Marion, SC 29571
843-423-0988 Office
843-423-0133 Fax
1-866-623-0988 Toll Free
843-430-1978 Cell

Chuck Braun

From: Benjamin Heck
Sent: Monday, July 22, 2019 7:37 AM
To: Chuck Braun
Subject: Re: Sole Source Justification

Price communications:
The company we have listed on the hurricane SOP as the on call tower climbing crew needed to install and adjust Scada radios in emergency events and non emergency events

Double radius and Brady:
Listed as the vendors who can supply large Canopy style Scada radios, programming and setup and installation for emergency and non emergency events.

Benjamin Heck
Instrumentation and Electrical Superintendent
BCPU
910-253-2011 office
910-617-3125 cell

On Jul 22, 2019, at 7:19 AM, Chuck Braun <Chuck.Braun@brunswickcountync.gov> wrote:

> Still need this for
> Price Communications
> Double Radius
>
> Thank You,
> Chuck Braun
> Purchasing Manager
> Brunswick County Public Utilities
> 910-253-2636
> Chuck.Braun@brunswickcountync.gov

Chuck Braun

From: Thad Hill
Sent: Friday, July 19, 2019 8:16 AM
To: Chuck Braun
Subject: RE: Sole Source Information

Chuck can you add these venders to the list .
Hoffland Environmental Inc. they provide parts for our polymixer that is used to help with the treatment in the sedimentation basin .
10391 Silver Springs Road, Conroe, TX, 77303

ACS Provides equitment(Filters and spare parts) to help control dust that is created by dumping of the fluoride .
3701 BASTION LANE RALEIGH ,NC 27604

Call me if you need more info thanks .

Thaddeus Hill
Water Resources Superintendent

From: Chuck Braun <Chuck.Braun@brunswickcountync.gov>
Sent: Tuesday, July 16, 2019 3:39 PM
To: John Nichols <John.Nichols@brunswickcountync.gov>; Donald Dixon <Donald.Dixon@brunswickcountync.gov>; Bob Tweedy <bob.tweedy@brunswickcountync.gov>; Glenn Walker <Glenn.Walker@brunswickcountync.gov>; Thad Hill <Thad.Hill@brunswickcountync.gov>; Jeremy Sexton <Jeremy.Sexton@brunswickcountync.gov>; Tim Webb <tim.webb@brunswickcountync.gov>; Benjamin Heck <Benjamin.Heck@brunswickcountync.gov>; Mickey Thompson <Mickey.Thompson@brunswickcountync.gov>; Cory Sumner <Cory.Sumner@brunswickcountync.gov>; Steve Hlastala <Steve.Hlastala@brunswickcountync.gov>; Matt Smith <Matt.Smith@brunswickcountync.gov>; Rhonda Olson <rhonda.olson@brunswickcountync.gov>; Paul Biagiotti <Paul.Biagiotti@brunswickcountync.gov>; Brent Lockamy <brent.lockamy@brunswickcountync.gov>
Cc: Jacquie Morden <Jacquie.Morden@brunswickcountync.gov>
Subject: Sole Source Information

Attached is the spreadsheet I am compiling with sole source manufactures/vendors that Jacquie has compiled for us. It will be submitted to the board at the next meeting for review and approval. I need for you to review it and add any vendors that are sole source for your area. I will need the backup documentation for any additions. I need your information by Friday 7/19. Please contact me with questions.

Thank You,
Chuck Braun
Purchasing Manager
Brunswick County Public Utilities
910-253-2636
Chuck.Braun@brunswickcountync.gov

INSTRUMENTS
600 Emlen Way
Telford, PA 18969

July 18, 2019

TO: Brunswick County Public Utilities
250 Grey Water Road NE
County of Brunswick
Supply NC 28462

RE: Sole Source Sale of Hydro Instruments Equipment, Parts and Accessories to the Municipal (Water Utility) Market in North Carolina and South Carolina (Authorized Dealer and Service Provider)

To whom it may concern,

Let it be known that Carolina Pumpworks, LLC (CPW) is the sole authorized sales representative & service contractor for Hydro Instruments brand equipment in the states of North Carolina and South Carolina. If you have any questions, or require additional information relative to this matter, please do not hesitate to contact Hydro Instruments.

Carolina Pumpworks, LLC
1703 Richmond Avenue
Port Royal, SC 29935
P: 843-522-9600
F: 843-522-9615
C: 843-441-2494
Robert C. Pruit
rpruit@cpwllc.com

Regards,

Chris Montis

Customer Service & Technical Support
Hydro Instruments

Phone: 215.799.0980
Toll Free: 1.888.38.HYDRO
Fax: 215.799.0984

Website: www.hydroinstruments.com
Email: sales@hydroinstruments.com

SOLE SOURCE JUSTIFICATION FORM

Pursuant to N.C.G.S. § 143-129(e)(6), under certain circumstances, the procurement of goods and/or services may be exempt from competitive bidding requirements.

The undersigned requests that competitive procurement be waived for the goods and/or services listed below and that the vendor identified be authorized as a sole source for the goods and/or services.

Goods/Services: Carbon Dioxide and bulk storage vessel.

Recommended Sole Source Vendor:

Company Name: PRAXAIR DISTRIBUTION, INC.
Contact Name: Joey Ricker
Address: 10 River View Dr.
City, State, Zip: Danbury, Connecticut 06810-5113

Competition for the above-referenced goods and/or services is precluded based on the following: ***(Check all that apply. Attach detailed justification and supporting documentation.)***

☒ The needed product or service is only available from a single source.

☐ Performance or price competition for the product are not available.

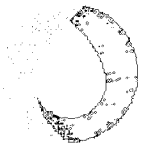
☐ The specific product and/or service from the vendor is necessary for standardization or compatibility.

☐ The needed product is proprietary to the vendor.

☒ Other: Contacted Air products (the other large pressurized gas supplier in our area) and they are not able to supply us with the needed quantities of gas. This leaves Praxair as the only viable supplier for the product and the storage vessel.

Expected Amount of Procurement: $585 per month lease of tank plus gas usage

Term: ☐ One Time Purchase ☒ Ongoing Purchase



05/02/2018

Brunswick County Public Utilities
Jeremy Sexton
4305 Southport Supply Rd SE
Southport, NC 28422

Evoqua/Permutit is the sole manufacturer/designer of the Permutit AVGF (Automatic Valveless Gravity Filter) with the original patent of the strainer plate design for pressure filters. Part number 105-39230 is a proprietary product in
which only Evoqua (Permutit) has designed to ensure the continuation of process integrity of this equipment. There is no other available source for our product(s) as all of these strainers are supplied through our Union NJ warehouse.

With kind regards,

David Pearsall

David Pearsall
1140 Route 22 East
Bridgewater, NJ 08807
Phone: 908-851-6916
Fax: 908-851-6906
E-mail: david.pearsall@evoqua.com

RESOLUTION AUTHORIZING PURCHASE OF SPECIALTY PRODUCTS USED BY PUBLIC UTILITIES 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 Public Utilities Department utilizes numerous products in the day-to-day operation of water and sewer systems. In most cases, there are multiple manufacturers that can provide competitive products that allow our Utilities Purchasing Manager the opportunity to receive multiple bids in compliance with state and county procedures. However, there are occasions when specific items are only available from an exclusive vendor and price competition is not available. Some existing processes are proprietary and replacement parts must be purchased from a specific manufacturer; and

WHEREAS, The attached list specifies manufactures/vendors used by the Utilities Department that are the sole source for the specific product indicated. Staff requests the Board approve the vendors and products on the accompanying list as sole source purchases under the exemption referenced in NCGS 143-129 (e) (6); 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 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. This approval shall expire three years from the date below and require reauthorization.

Adopted this the 5th day of August, 2019.

_____
Frank L. Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____
Andrea White, NCCCC
Clerk to the Board

Pentair Flow Technologies
740 E. 9th Street
Ashland, OH 44805

May 23, 2022

Subject: Myers Distribution

To: Whom it may concern

This letter is to advise you that Preferred Sources, located at 930 Culp Road Pineville, NC 28134 ph. 704-504-3111 a sole sourced authorized distributor for the Municipal market for Myer's product for North and South Carolina. This agreement gives them the right to promote and sell Myers Engineered Products for the Municipal market in the States of North Carolina and South Carolina.

Please direct any inquiries or orders to Preferred Sources.

Sincerely,

Raymond Hobson
Key Account Manager – Engineered Municipal
Pentair Flow Technologies
740 E. 9th Street
Ashland, OH 44805

DocuSign Envelope ID: 8E71DABC-32E1-45D7-B0EE-28AC9C7F3E35

NORTH CAROLINA

SUPPLIER AGREEMENT

BRUNSWICK COUNTY

THIS SUPPLIER AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and Preferred Sources, Inc., (hereinafter referred to as "Supplier"), party of the second part.

WITNESSETH:

1. GOODS; PRICING

The goods to be purchased under this Agreement (hereinafter referred to collectively as "Goods") and the agreed upon price(s) for said Goods are set forth on 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

The term of this Agreement begins on 07/18/2022 (the "Effective Date") and continues in effect until 07/17/2023, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to the Supplier. As soon as practicable after receipt of a written notice of termination without cause, Supplier shall submit a statement to the County showing in detail any Goods purchased under this Agreement for which payment has not been made through the effective date of termination. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Supplier if Supplier becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Supplier, or has a receiver or trustee appointed for substantially all of its property, or if Supplier allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

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

DocuSign Envelope ID: 8E71DABC-32E1-45D7-B0EE-28AC9C7F3E35

4. COMPENSATION

a. **TOTAL CHARGES.** The County agrees to pay the price(s) for the Goods specified in the Price List or other document set forth on Exhibit "A" or as set out above. These prices constitute the maximum total charges payable to the Supplier for the Goods, and such prices shall not be increased except as permitted herein.

b. **PRICE PROTECTION.** Supplier warrants that the prices extended to the County under this Agreement are comparable to or better than those being offered to any other customer purchasing similar quantities of the same or similar Goods. During the term of this Agreement, if Supplier enters into a contract with another entity that provides more favorable pricing and terms than this Agreement, then County shall be promptly notified of such changes to the pricing, and Supplier shall be obligated to provide the same to County for subsequent purchases. During the term of this Agreement, if lower prices and rates become effective for like quantities of the Goods through a reduction in list prices, promotional discounts or other circumstances, then County shall be promptly notified of such changes in pricing, and County must be given immediate benefit of such lower prices and rates.

c. **PRICE ADJUSTMENTS**. The price(s) stated herein shall not increase for the initial term of this Agreement. Supplier shall provide County with at least one hundred eighty (180) days' prior written notice for any price increase. If County agrees to the price increase, such changes will become effective the first day of the new applicable term and will be reflected on a new Price List or other document provided by Supplier and which will replace the existing Price List or other document attached hereto as Exhibit "A."

Price increases shall only be allowed when justified by County in its sole discretion based on legitimate, bona fide increases in the cost of providing the Goods covered under this Agreement. No adjustment shall be made to compensate Supplier for inefficiency in operation, increase in labor costs or for additional profit.

d. **INVOICES.** Unless otherwise specified, Supplier shall submit monthly invoices to the County and include a complete list all Goods purchased under the terms of this Agreement. Invoices shall only be submitted after Acceptance of the Goods as set forth herein. The County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, the County will not pay late fees on any charges under this Agreement. If the County disputes any portion of the charges on any invoice received from the Supplier, the County shall inform the Supplier in writing of the disputed charges. Once the dispute has been resolved, the Supplier shall re-invoice the County for the previously disputed charges, and, per any resolution between the County and the Supplier, the County shall pay those charges in full at that time. No advance payment shall be made for any Goods supplied by Supplier pursuant to this Agreement.

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e. **PURCHASING VOLUME.** Supplier hereby acknowledges that this Agreement does not guarantee that any minimum or maximum purchases will be made. Orders will only be placed when County identifies a need.

5. ACCEPTANCE OF GOODS

The Goods delivered under this Agreement shall remain the property of Supplier until acceptance by County. Acceptance of Goods shall occur within fifteen (15) days after receipt by County unless:

a. The County has notified Supplier of a defect within such time period. In the event any Goods are defective, County shall be entitled to terminate the order for such Goods upon written notice to Supplier and return such Goods to Supplier at Supplier's expense.

b. The parties have agreed to provide County with a trial use period for acceptance verification or testing, in which case acceptance of the Goods shall occur upon the successful completion of the acceptance verification or testing period and any agreed upon trial use period.

6. INDEPENDENT CONTRACTOR

Both County and Supplier agree that Supplier shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Accordingly, Supplier shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required. Supplier shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

7. SUPPLIER REPRESENTATIONS

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

b. Supplier has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

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

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d. In connection with the Supplier's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;

e. Supplier shall not violate any agreement with any third party by entering into or providing the Goods under this Agreement;

f. Supplier will provide all Goods in conformity with the specifications and requirements of this Agreement;

g. Supplier will provide all Goods free and clear of all liens and encumbrances;

h. The Goods provided by the Supplier under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and

i. Supplier shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

8. WARRANTIES

a. **SPECIFIC WARRANTIES.** In addition to any other warranties set forth herein, Supplier shall represent, warrant and covenant the specific warranties for the Goods attached hereto and incorporated herein.

b. **ASSIGNMENT OF WARRANTIES FOR THIRD PARTY PRODUCTS.** Without limiting Supplier's obligation to provide warranty or maintenance services, Supplier hereby assigns to County all of Supplier's warranties covering any third-party product delivered under this Agreement. Supplier will provide copies of all said warranties to County upon delivery of the covered Goods.

9. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Supplier shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data rising out of the negligent or willful act or omission of Supplier. In the event that Supplier causes damage to the County's equipment or facilities, the Supplier shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

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10. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Supplier or the Goods supplied under this Agreement, and Supplier is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Supplier may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

11. NON-EXCLUSIVITY

Supplier acknowledges that County is not obligated to contract solely with Supplier for the Goods covered under this Agreement.

12. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

13. DEBARMENT

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

14. INDEMNIFICATION

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

15. INSURANCE

Supplier shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder.

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Supplier shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Supplier shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

16. WORKERS' COMPENSATION

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

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

17. REMEDIES

a. **RIGHT TO COVER.** If Supplier fails to provide any Goods for any reason, due to no fault of County, the County may employ such means as it may deem advisable and appropriate to obtain the Goods from a third party until the matter is resolved and Supplier is again able to provide the respective Goods under this Agreement.

b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Supplier fails to perform under this Agreement until such breach has been fully cured.

c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Supplier, notwithstanding anything to the contrary in this Agreement, Supplier agrees that it will not terminate this Agreement or suspend or limit the supply of any Goods or warranties on such Goods, unless: (i) the parties agree in writing; or

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(ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

18. TAXES

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

19. HEALTH AND SAFETY

Supplier shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the supply of Goods. Supplier shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with the supply of Goods.

20. NON-DISCRIMINATION IN EMPLOYMENT

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

21. COMPLIANCE WITH E-VERIFY PROGRAM

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

22. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical

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information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

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

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

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

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

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

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

23. NO ASSIGNMENT WITHOUT CONSENT

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

24. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina

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in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

25. DISPUTE RESOLUTION

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

26. GOVERNMENTAL IMMUNITY

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

27. NON-WAIVER

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

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

29. HEADINGS

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

30. SEVERABILITY

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

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31. AMENDMENTS

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

32. NOTICES

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

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

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

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

ii. For the Supplier: Preferred Sources, Inc.
930 Culp Road
Pineville, NC 28134

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.

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ATTEST:

BRUNSWICK COUNTY

_____
Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

PREFERRED SOURCES, INC.

By: _____

Printed Name: Josh Amon

Title: President

Date: 7/8/2022

"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"
GOODS/PRICE LIST

Myers 2hp 20v 1ph 35'cord Model VH20-21-35 Grinder Package	$4,700.00 each

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 13.

From:
John Nichols, P.E.

Utilities - Harper GC Sea Trail WWTP (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 contract with the Harper Corporation-GC in an amount of $774,900 for the construction of the Sea Trail WWTP improvements project and associated budget amendment.

Background/Purpose of Request:
Sea Trail WWTP is a 0.3 MGD extended aeration package wastewater treatment plant which consists of two adjacent package plants on the same site (one 0.1 MGD, and the other 0.2 MGD). An influent receiving wet well conveys incoming flow to two on-site pump stations that direct flow to the on-site package plants or to the West Brunswick Water Reclamation Facility. The Sea Trail WWTP has suffered significant degradation and is in need of repair.

The project was originally advertised on November 9, 2021, with bids due on December 9, 2021. Insufficient bids were received. Therefore, the project was readvertised on December 17, 2021, with bids due on January 4, 2022. Bids were opened and were well over budget. The project scope was narrowed and readvertised on April 27, 2022, with bids due May 26, 2022. Insufficient bids were received, and the project was readvertised once again on June 1, 2022, with bids due on June 9, 2022.

Bids from TA Loving Company and The Harper Corporation-GC were received. Highfill Engineering has reviewed the bid proposals and recommends the project be awarded to the lowest, responsive bidder, The Harper Corporation-GC.
Consequently, it is recommended that the Board approve the Notice of Award and authorize the Chairman and the Clerk to the Board to execute the construction contract with The Harper Corporation-GC in the amount of $774,900.

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment and the associated Capital Project Ordinance is to appropriate $775,000 from the wastewater capital reserve to the Sea Trail WWTP Improvements project for award of a construction contract.

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 contract with the Harper Corporation-GC in an amount of $774,900 for the construction of the Sea Trail

WWTP improvements project and associated budget amendment.

ATTACHMENTS:

Description

- Utilities - Engineer Letter of Recommendation and Certified Bid Tab - Attach 1
- Utilities - Notice of Award - Attach 3
- Budget Amendment
- Capital Project Ordinance
- Construction or Repair Agreement

HIGHFILL

Highfill Infrastructure Engineering, P.C.
3804 Park Avenue, Unit A
Wilmington, North Carolina 28403
Tel 910-313-1516 | NC Firm License No. C-2586

June 17, 2022

Mr. Paul Biagiotti
Construction Manager
Brunswick County Public Utilities
P.O. Box 249
Bolivia, NC 28462

RE: Recommendation of Award
Sea Trail WWTP Improvements
Brunswick County, NC
HIGHFILL Project No.: BRU2101

Dear Mr. Biagiotti,

Attached is the certified bid tabulation for the bids opened on June 9, 2022, for the Sea Trail WWTP Improvements project. The Harper Corporation GC submitted the lowest Base Bid in the amount of $774,900.00.

The Harper Corporation GC has demonstrated sufficient qualifications to be deemed responsible for the work. With the project being within budget, the bid responsive, and the contractor deemed responsible, we recommend awarding the project to The Harper Corporation GC.

Let us know if you have any questions or need more information regarding this recommendation.

Sincerely,

HIGHFILL INFRASTRUCTURE ENGINEERING, P.C.

Paul R. Shivers, PE
Project Manager

Enclosures

BID TABULATION
SEA TRAIL WWTP IMPROVEMENTS – BRUNSWICK COUNTY
HIGHFILL INFRASTRUCTURE ENGINEERING
BRUNWICK COUNTY PUBLIC UTILITIES OPERATIONS CENTER - SUPPLY, NC

BID DATE/TIME: June 9, 2022 @ 3:00 P.M. EDT

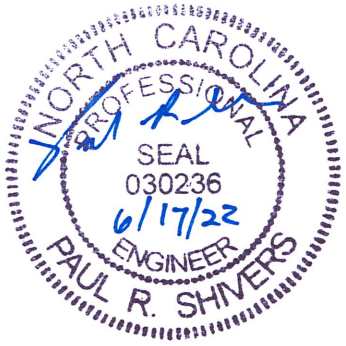
PROJECT No. BRU2101

CONTRACTOR NAME AND ADDRESS	LICENSE NO.	CLASSIFICATION	FORM OF PROPOSAL	MBE FORM	BID BOND	ACKNOWLEDGEMENT OF ADDENDA	TOTAL BID PRICE	REMARKS
The Harper Corporation GC 312 E Coffee Street Greenville, SC 29601	3146	UL: PU	✓	✓	✓	✓	$774,900.00	Low Bidder
T.A. Loving Company P.O. Drawer 919 Goldsboro, NC 27533	325	UL: UC	✓	✓	✓	✓	$841,900.00	

The bids tabulated herein were opened and read aloud at 3:00 P.M., EDT on June 9, 2022, at the Brunswick County Public Utilities Operations Center, Supply, NC.

HIGHFILL INFRASTRUCTURE ENGINEERING
3804 Park Avenue, Unit A
Wilmington, NC 28403
910-313-1516
License No. C-2586

Paul R. Shivers, P.E.



Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

NOTICE OF AWARD

Dated July 19, 20 22

To: THE HARPER CORPORATION-GC
(BIDDER)

Address: 35 W COURT ST. SUITE 400
GREENVILLE SC, 29601

Owner: **BRUNSWICK COUNTY**

Owner's Contract No. **N/A**

Project: SEA TRAIL WWTP IMPROVEMENTS
(Insert Name of Contract as it Appears in the Construction Documents)

You are hereby notified that your bid dated JUNE 9, 20 22 for the above described project has been considered and has been accepted by the Owner.

The amount of your Contract is: SEVEN HUNDRED SEVENTY FOUR THOUSAND NINE HUNDRED Dollars ($774,900)

Enclosed with this Notice of Award are the following:

Form of Performance Bond, Form of Payment Bond, and Certificate of Insurance.

You must comply with the following conditions precedent within twelve (12) days of the date of this Notice of Award, that is by:
JULY 21, 20 22

1. You must execute the contract by electronic signature. A Docu-sign email with an electronic form of construction contract has been/will be sent to you for electronic signature.

2. You must deliver to the Owner 2 each of the fully executed Performance Bond, Payment Bond, and Form of Insurance. Each of the Documents must bear your signature.

3. List other condition precedents:

None

Request Info	
Type	Budget Amendment
Description	Sea Trail WWTP Improvements
Justification	Board Meeting 07/18/2022-Transfer $775,000 from the wastewater capital reserve to the Sea Trail WWTP Improvements project for award of a construction contract in the amount of $774,900 with Harper Corporation-GC.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
449800	398664	Interfund Trans Wstwtr Cap Rsv	Trans from Wastewater Cap Res	-775000	Decrease	Debit
449800	464434	Interfund Trans Wstwtr Cap Rsv	Seatrail	-775000	Decrease	Credit
448273	398662	Sea Trail WWTP Improvements	Trans Frm Wastewater Fund	775000	Increase	Credit
448273	464001	Sea Trail WWTP Improvements	Arch/Engnrg/Legal	775000	Increase	Debit

Total	
Grand Total:	0

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE

Sea Trail Wastewater Treatment Plant Improvements
(448273)

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 Wastewater Capital Projects Fund:

Wastewater Capital ProjectsFund:		
Revenues:		
Transfer from Wastewater Fund		922,000
Total Wastewater Capital Project Revenues	**$**	**922,000**
Expenditures:		
Arch/Eng/Legal		147,000
Construction		775,000
Total Wastewater Capital Project Expenditures	**$**	**922,000**

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

Current Funds Appropriated	$	922,000

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

Contribution to Capital Project Fund	$	922,000

Section 4. This Capital Project Ordinance shall be entered into the minutes of the July 18, 2022 meeting of the Brunswick County Board of Commissioners.

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NORTH CAROLINA **CONSTRUCTION OR REPAIR AGREEMENT**
[Standard]

BRUNSWICK COUNTY

THIS CONSTRUCTION OR REPAIR AGREEMENT (hereinafter referred to as the "Agreement" or "Contract") 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 The Harper Corporation-General Contractors, a South Carolina corporation (hereinafter referred to as "Contractor"), party of the second part.

WITNESSETH:

1. PROJECT

Contractor shall furnish and deliver all materials and perform all work in the manner and form as provided by enumerated plans, specifications and documents, including, without limitation and as applicable: the Invitation to Bid; Notice to Bidders; Instructions to Bidders; General Conditions of the Contract; Supplementary General Conditions; Specifications; Addenda; Accepted Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Workers' Compensation, Public Liability, Property Damage and Builder's Risk Insurance Certificates; Approval by the Board of Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings (hereinafter referred to collectively as the "Bid Documents") titled:

Project: Sea Trail WWTP Upgrades

Consisting of the following sheets **1, C0.0-C4.0, MD1.0, SD1.0-SD2.0**

dated **04/08/2022**

And the following addenda:

Addendum No.	**1**	Dated:	**05/20/2022**
Addendum No.	**N/A**	Dated:	**N/A**
Addendum No.	**N/A**	Dated:	**N/A**
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Addendum No.	**N/A**	Dated:	**N/A**

The Bid Documents are incorporated 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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2. TERM OF AGREEMENT; TIME OF COMPLETION; LIQUIDATED DAMAGES

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 06/30/2023, unless extended or sooner terminated as provided for herein or in the General Conditions of the Contract or Supplementary General Conditions, as applicable. Notwithstanding the foregoing, the duration of the Project is **Two Hundred Forty (240)** consecutive calendar days from issuance of a Notice to Proceed by Brunswick County (the "Time of Completion"), unless extended as provided for in the Brunswick County General Conditions of the Contract or Supplementary General Conditions, as applicable.

There are Liquidated Damages, as defined in the General Conditions of the Contract, associated with this Project. Liquidated Damages shall be in the amount of **One Thousand and No/100 Dollars ($1,000.00)** per day for each calendar day beyond the Time of Completion.

3. BRUNSWICK COUNTY GENERAL/SUPPLEMENTARY CONDITIONS OF THE CONTRACT

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) and any Supplementary General Conditions, as applicable, unless County directs otherwise. In the event of a conflict between the General Conditions of the Contract, the Supplementary General Conditions, and this Agreement, this Agreement shall govern in all respects.

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

5. COMPENSATION

County agrees to pay Contractor the total amount of **Seven Hundred Seventy-Four Thousand Nine Hundred and No/100 Dollars ($774,900.00)** for the Project. Payment shall be subject to additions and deductions as provided in the specifications or Bid Documents. County shall make monthly progress payments to Contractor on the basis of a duly certified and approved estimate of work performed during a given calendar month, less five percent (5%) of the amount of such estimate which is to be retained by County until all work has been performed strictly in accordance with this Agreement and such work has been accepted by County. County shall not require further retainage after fifty percent (50%) of the work has been satisfactorily completed on schedule as more fully set forth in the General Conditions of the Contract or any Supplementary

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General Conditions, as applicable, included with the Bid Documents. County shall make full and final payment to Contractor within thirty (30) days after completion of the Project and acceptance of such work by County and upon Contractor's submittal of satisfactory evidence that all payrolls, material bills and other costs incurred in connection with the Project have been paid in full. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges, County shall inform Contractor in writing of the disputed charges.

6. INDEPENDENT CONTRACTOR

Both County and Contractor agree that Contractor 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. Contractor represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly, Contractor 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. Contractor 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 Contractor is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Contractor hereby acknowledges that all payments hereunder are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon.

7. CONTRACTOR REPRESENTATIONS

(1) Contractor 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) Contractor 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 Contractor to enter into and perform its obligations under this Agreement;

(4) Contractor shall not violate any agreement with any third party by entering into or performing the work under this Agreement;

(5) Contractor will perform all work in conformity with the specifications and requirements of this Agreement;

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(6) Unless otherwise agreed by the parties, Contractor agrees that all materials will be new and of good quality;

(7) The work provided by Contractor 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) Contractor will perform the work in a professional and workmanlike manner exercising reasonable care and diligence and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;

(9) Contractor 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) Contractor 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.

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Contractor or its work, and Contractor 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 Contractor may list County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

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

11. DEBARMENT

Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation

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12. MINORITY BUSINESS ENTERPRISES

Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this Agreement.

13. WORKERS' COMPENSATION

To the extent required by law, Contractor 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 Contractor is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Contractor's obligations under this Agreement. Contractor agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

14. TAXES

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

15. COMPLIANCE WITH E-VERIFY PROGRAM

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

16. 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

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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.

17. 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.

18. 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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19. 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, as more fully set forth in the General Conditions of the Contract.

20. 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.

21. NON-WAIVER

Failure by County at any time to require the performance by Contractor 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.

22. 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 Project herein.

23. 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.

24. 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.

25. AMENDMENTS

Amendments or changes to this Agreement shall not be valid unless in writing and signed by authorized agents of both Contractor and County.

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26. NOTICES

(1) **DELIVERY OF NOTICES.** Unless otherwise specified in the General Conditions of the Contract or any Supplementary General Conditions, as applicable, 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.**

a. Communications that relate to any breach, default, termination, amendment or waiver of any provision of this Agreement shall be sent to:

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

With a copy to: John Nichols, PE CEPSC
Utilities Director
250 Grey Water Rd.
Supply, NC 28462

b. Communications that relate to any delay in performance, prevention of performance, modification or extension of this Agreement shall be sent to:

For the County: John Nichols, PE CEPSC
Utilities Director
250 Grey Water Rd.
Supply, NC 28462

c. All communications to Contractor shall be sent to:

For the Contractor: The Harper Corporation-General Contractors
35 West Court Street, Suite 400
Greenville, SC 29601

With a copy to: Corporation Service Company, Registered Agent
2626 Glenwood Avenue, Suite 550
Raleigh, NC 27608

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27. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 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]

THE HARPER CORPORATION-GENERAL CONTRACTORS

By: Bryan Royal

Printed Name: Bryan Royal

Title: Vice President

Date: 7/13/2022

"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

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 14.
Utilities - I&E Bay Enclosure (Brent Lockamy, PE - Deputy Director)

From:
Brent Lockamy, PE

Issue/Action Requested:
Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the construction contract with Enterprises G, Inc. for the I&E Bay Enclosures project. Staff recommends award of the project for the base bid amount of $258,340.

Background/Purpose of Request:
The I&E Bay Enclosure project was first advertised for bid on March 15, 2022, with bids due on April 7, 2022. Insufficient bids were received; therefore, the project was readvertised on April 11, 2022, and two (2) bids were received on May 5, 2022. Enterprises G, Inc., was the low bid at $258,340.

Funds of $150,000 were approved within the I&E FY22 budget to enclose three bays of an eight-bay metal canopy. A budget amendment was then approved on the June 6, 2022, Board of Commissioners meeting for an additional $150,000 to complete the project. Staff will utilize the enclosed bays for additional indoor space to repair, maintain, and store generators and critical electrical equipment.

Consequently, staff recommends that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the construction contract with Enterprises G, Inc., in the amount of $258,340 for the I&E Bay Enclosures project.

Fiscal Impact:
Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Amendment appropriates $300,000 of fund balance for the prior year approved I and E Enclosure 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 construction contract with Enterprises G, Inc. for the I&E Bay Enclosures project. Staff recommends award of the project for the base bid amount of $258,340.

ATTACHMENTS:

Description

- Utilities - Project Bid Tab - Attach 1
- Utilities - Construction Contract - Attach 2
- Utilities - Notice of Award - Attach 3
- Budget Amendment

I & E BAY ENCLOSURES
BID TABULATION
5/5/22

CONTRACTOR	TOTAL BID AMOUNT
ENTERPRISES G, INC.	$258,340.00
PINAM CONSTRUCTION, INC.	$267,094.77

Identifies low bidder

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NORTH CAROLINA **CONSTRUCTION OR REPAIR AGREEMENT**
[Standard]

BRUNSWICK COUNTY

THIS CONSTRUCTION OR REPAIR AGREEMENT (hereinafter referred to as the "Agreement" or "Contract") 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 Enterprises G, inc, (hereinafter referred to as "Contractor"), party of the second part.

WITNESSETH:

1. PROJECT

Contractor shall furnish and deliver all materials and perform all work in the manner and form as provided by enumerated plans, specifications and documents, including, without limitation and as applicable: the Invitation to Bid; Notice to Bidders; Instructions to Bidders; General Conditions of the Contract; Supplementary General Conditions; Specifications; Addenda; Accepted Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Workers' Compensation, Public Liability, Property Damage and Builder's Risk Insurance Certificates; Approval by the Board of Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings (hereinafter referred to collectively as the "Bid Documents") titled:

Project: Instrumentation and Electrical Bay Enclosures

Consisting of the following sheets **A1-A2, E1-E5**

dated **2/24/22**

And the following addenda:

Addendum No.	**N/A**	Dated:	**N/A**
Addendum No.	**N/A**	Dated:	**N/A**
Addendum No.	**N/A**	Dated:	**N/A**
Addendum No.	**N/A**	Dated:	**N/A**
Addendum No.	**N/A**	Dated:	**N/A**
Addendum No.	**N/A**	Dated:	**N/A**

The Bid Documents are incorporated 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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2. TERM OF AGREEMENT; TIME OF COMPLETION; LIQUIDATED DAMAGES

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 11/15/2022, unless extended or sooner terminated as provided for herein or in the General Conditions of the Contract or Supplementary General Conditions, as applicable. Notwithstanding the foregoing, the duration of the Project is **One Hundred Twenty (120)** consecutive calendar days from issuance of a Notice to Proceed by Brunswick County (the "Time of Completion"), unless extended as provided for in the Brunswick County General Conditions of the Contract or Supplementary General Conditions, as applicable.

There are **no** Liquidated Damages, as defined in the General Conditions of the Contract, associated with this Project.

3. BRUNSWICK COUNTY GENERAL/SUPPLEMENTARY CONDITIONS OF THE CONTRACT

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) and any Supplementary General Conditions, as applicable, unless County directs otherwise. In the event of a conflict between the General Conditions of the Contract, the Supplementary General Conditions, and this Agreement, this Agreement shall govern in all respects.

4. NONAPPROPRIATION

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County agrees to pay Contractor the total amount of **Two Hundred Fifty-Eight Thousand Three Hundred Forty and No/100 Dollars ($258,340.00)** for the Project. Payment shall be subject to additions and deductions as provided in the specifications or Bid Documents. County shall make monthly progress payments to Contractor on the basis of a duly certified and approved estimate of work performed during a given calendar month, less five percent (5%) of the amount of such estimate which is to be retained by County until all work has been performed strictly in accordance with this Agreement and such work has been accepted by County. County shall not require further retainage after fifty percent (50%) of the work has been satisfactorily completed on schedule as more fully set forth in the General Conditions of the Contract or any Supplementary General Conditions, as applicable, included with the Bid Documents. County shall make full and

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final payment to Contractor within thirty (30) days after completion of the Project and acceptance of such work by County and upon Contractor's submittal of satisfactory evidence that all payrolls, material bills and other costs incurred in connection with the Project have been paid in full. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges, County shall inform Contractor in writing of the disputed charges.

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(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.

17. 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.

18. 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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19. 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, as more fully set forth in the General Conditions of the Contract.

20. 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.

21. NON-WAIVER

Failure by County at any time to require the performance by Contractor 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.

22. 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 Project herein.

23. 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.

24. 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.

25. AMENDMENTS

Amendments or changes to this Agreement shall not be valid unless in writing and signed by authorized agents of both Contractor and County.

DocuSign Envelope ID: D33E5325-6E43-49B6-890E-981A79B6B44E

26. NOTICES

(1) **DELIVERY OF NOTICES.** Unless otherwise specified in the General Conditions of the Contract or any Supplementary General Conditions, as applicable, 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.**

a. Communications that relate to any breach, default, termination, amendment or waiver of any provision of this Agreement shall be sent to:

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

With a copy to: John Nichols, PE, CPESC
Director of Public Utilities
250 Grey Water Rd. NE
Supply, NC 28462

b. Communications that relate to any delay in performance, prevention of performance, modification or extension of this Agreement shall be sent to:

For the County: John Nichols, PE, CPESC
Director of Public Utilities
250 Grey Water Rd. NE
Supply, NC 28462

c. All communications to Contractor shall be sent to:

For the Contractor: Enterprises G, inc
6605 Mountain View Rd.
Blowing Rock, NC 28605

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27. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 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]

ENTERPRISES G, INC

By: Edgar Guzman

Printed Name: Edgar Guzman

Title: Vice President

Date: 6/28/2022

"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

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

NOTICE OF AWARD

Dated July 6, 20 22

To: ENTERPRISES G, INC.
(BIDDER)

Address: 6605 MOUNTAIN VIEW RD.
BLOWING ROCK, NC, 28605

Owner: **BRUNSWICK COUNTY**

Owner's Contract No. **N/A**

Project: I & E BAY ENCLOSURES
(Insert Name of Contract as it Appears in the Construction Documents)

You are hereby notified that your bid dated MAY 5, 20 22 for the above described project has been considered and has been accepted by the Owner.

The amount of your Contract is: TWO HUNDRED FIFTY EIGHT THOUSAND THREE HUNDRED FORTY _____ Dollars ($ 258,340.00)

Enclosed with this Notice of Award are the following:

~~Form of Performance Bond, Form of Payment Bond, and Certificate of Insurance.~~

You must comply with the following conditions precedent within twelve (12) days of the date of this Notice of Award, that is by:
JULY 18, 20 22

1. You must execute the contract by electronic signature. A Docu-sign email with an electronic form of construction contract has been/will be sent to you for electronic signature.

~~2. You must deliver to the Owner 2 each of the fully executed Performance Bond, Payment Bond, and Form of Insurance. Each of the Documents must bear your signature.~~

3. List other condition precedents:

None

Request Info	
Type	Budget Amendment
Description	I and E Enclosures Project
Justification	Board Meeting 07/18/2022-Rollover $300,000 of funding approved for the I and E Enclosure project for award of construction contract of $258,340 to Enterprises G, Inc.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
619800	399200	Interfund Trans Water Fund	Expendable Net Assets Appropr	300000	Increase	Credit
617170	459000	Instrumentation/Electrical Div	Cap Outlay-Improvements	300000	Increase	Debit

Total	
Grand Total:	600000

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 15.
Utilities - NWWTP SCADA Tower Project (Brent Lockamy, PE - Deputy Director)

From:
Brent Lockamy, PE

Issue/Action Requested:
Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the construction contract with Advanced Wireless Solutions, Inc. for the NWWTP SCADA tower project. Staff recommends award of the project for the base bid amount of $182,824.00.

Background/Purpose of Request:
Starting in November 2021, informal quotes for the NWWTP SCADA tower construction project were solicited and only two bids were received by June 20th, 2022, despite repeated attempts to receive bids from multiple contractors (see attached). The low bid was received from Advanced Wireless Solutions, Inc. in the amount of $182,824.00.

Funds of $130,000 were approved within the NWWTP FY22 budget to provide and install a 192' SCADA radio tower at the Northwest Water Treatment Plant. A budget amendment was then approved on the June 6, 2022, Commissioners meeting for an additional $90,000 to complete the project. Staff will utilize the new SCADA tower for improved SCADA communications and radio redundancy.

Consequently, staff recommends that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the construction contract with Advanced Wireless Solutions, Inc. in the amount of $182,824.00 for the SCADA radio tower project.

Fiscal Impact:
Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Amendment appropriates $220,000 of fund balance for the prior year approved SCADA Tower project at the NWWTP.

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 construction contract with Advanced Wireless Solutions, Inc. for the NWWTP SCADA tower project. Staff recommends award of the project for the base bid amount of $182,824.00.

ATTACHMENTS:

Description

- Utilities - Additional RFQ Information - Attach 2
- Utilities - Advanced Wireless Solutions Quote - Attach 3

- Budget Amendment
- Construction or Repair Agreement

NWWTP SCADA tower project RFQ history

Requests for Quotes:

1. Tower Guys (denise@towerguysinc.com) requested initial quote 1:27pm 11/2/2021, No Quote

2. United Wireless Const. Group <troberts_uwcg@netscape.com, angela.dotson36@yahoo.com requested initial quote 1:34pm 11/2/2021, second request Wed 12/1/2021 9:14 AM, No Quote

3. Double Radius chriss@doubleradius.com requested initial quote 1:51pm 11/3/2021, No Quote

4. PRS Tower Management Services LLC Sylvie Langevin slangevin@PRSWIRELESS.COM requested initial quote 1:55pm 11/3/2021, site visit approx.. Mon 1/31/2022 11:48 AM, Quoted Fri 5/6/2022 3:12 PM

5. Graybar Hunsicker, Barry <Barry.Hunsicker@graybar.com> requested initial quote January 10, 2022 2:04 PM, second request January 25, 2022 10:28 AM, third request Mon 2/28/2022 9:45 AM, No Quote

6. Wireless NC mcavalluzzi@wirelessnc.com requested initial quote 1:49pm 2022 5/17/2022, Awaiting response. Responded 6/14/22. Could fully quote, no one to pour foundation portion.

ADVANCED WIRELESS SOLUTIONS, INC.

May 26, 2022 (Revised 06-20-2022)

Brunswick County, North Carolina (BCPU) (VIA EMAIL)
Benjamin Heck
Instrumentation and Electrical Superintendent

Re: Brunswick County
190' SST Quote

Mr. Heck,

Scope of Work:

Advanced Wireless Solutions, Inc. (AWS) is pleased to provide the following services:

Provide 190' SST, Rohn
Provide, two antenna and three microwave mounts
Tower filing with FAA (Allow 60 Days Minimum for Review)
Building Permit Application (additional documents not included)
Soil Testing and Engineering
Tower Foundation Installation (Based on Normal Soils)
Tower Erection
Tower Grounding
Antenna Installation and Coax materials (Combination of five antennas)
Decommission antennas from existing monopole

Pricing:

AWS is pleased to quote One Hundred fifty Two Thousand Two Hundred Eighty One Dollars ($152,281.00) to complete the scope of work referenced above.

Provide 190' SST, Rohn Quote # Q22-10526-2	$49,922.00
Provide, two antenna and three microwave mounts	$2,833.00
Tower filing with FAA	$1,523.00
Building Permit Application	$1,056.00
Soil Testing and Engineering	$4,500.00
Tower Foundation Installation (Based on Normal Soils)	$43,488.00
Tower Erection	$24,494.00
Tower Grounding	$5,486.00
Antenna Installation and Coax materials	$15,011.00

225 Airport Road - P.O. Box 8593 - Gray, TN 37615-8593

Phone: 423.467.5855 - Fax: 423.467.3533 - info@awsinc.biz

Decommission Antennas from existing pole	$3,968.00
Total	**$152,281.00**

Note:

When providing the tower AWS's price includes the tower, all PE stamped drawings, anchor bolts and templates, freight, taxes, and unloading to the tower site in North Carolina.

50% tower deposit invoiced at time of tower order

Schedule:

- Tower Delivery, approximately 10-12 weeks after receipt of Purchase Order
- Soils Testing, Scheduled upon receipt of Purchase Order
- Anchor Bolt and Template Shipment, 3-4 weeks after receipt of Purchase Order
- FAA Filing Submitted upon receipt of Purchase Order
- Foundation Installation, duration Four to Nine Days
- Tower Grounding, One to Two Days
- Tower Erection, Four Days
- Clean up and Demobilize One Day

All schedule times are subject to adjustments depending on the supply chain.

Options:

Provide 100' of 1' x 10' ice bridge between tower and building **$30,543.00**

AWS is qualified to install antenna and lines as a part of our services if services are requested, we can provide a quote for that scope of work.

AWS quote is valid through June 13, 2022.

Payment Terms: Net 15 Days

I would like to thank you for the opportunity, and we look forward to working with you and Rohn on this project.

Should you have any additions or questions, please feel free to contact me at 423-612-8999.

Sincerely,

Chip Montgomery

Chip Montgomery
Estimating

Request Info	
Type	Budget Amendment
Description	SCADA Tower project at NWWTP
Justification	Board Meeting 07/18/2022-Rollover $220,000 of approved funding for the SCADA Tower project at NWWTP project to award construction contract in the amount of $182,824 to Advanced Wireless Solutions, Inc.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
619800	399200	Interfund Trans Water Fund	Expendable Net Assets Appropr	220000	Increase	Credit
617120	459000	NW Water Treatment Plant	Cap Outlay-Improvements	220000	Increase	Debit

Total	
Grand Total:	180000

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NORTH CAROLINA **CONSTRUCTION OR REPAIR AGREEMENT**
[Standard]

BRUNSWICK COUNTY

THIS CONSTRUCTION OR REPAIR AGREEMENT (hereinafter referred to as the "Agreement" or "Contract") 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 Advanced Wireless Solutions, Inc., (hereinafter referred to as "Contractor"), party of the second part.

WITNESSETH:

1. PROJECT

Contractor shall furnish and deliver all materials and perform all work in the manner and form as provided by enumerated plans, specifications and documents, including, without limitation and as applicable: the Invitation to Bid; Notice to Bidders; Instructions to Bidders; General Conditions of the Contract; Supplementary General Conditions; Specifications; Addenda; Accepted Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Workers' Compensation, Public Liability, Property Damage and Builder's Risk Insurance Certificates; Approval by the Board of Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings (hereinafter referred to collectively as the "Bid Documents") titled:

Project: NW WTP SCADA Tower

A more detailed Scope of Work is set forth in Contractor's Quote attached hereto as Exhibit "A." The Quote and Bid Documents are incorporated 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.

2. TERM OF AGREEMENT; TIME OF COMPLETION; LIQUIDATED DAMAGES

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 07/18/2023, unless extended or sooner terminated as provided for herein or in the General Conditions of the Contract or Supplementary General Conditions, as applicable. Notwithstanding the foregoing, the duration of the Project is **Three Hundred Sixty-Five (365)** consecutive calendar days from issuance of a Notice to Proceed by Brunswick County (the "Time of Completion"), unless extended as provided for in the Brunswick County General Conditions of the Contract or Supplementary General Conditions, as applicable.

There are **no** Liquidated Damages, as defined in the General Conditions of the Contract, associated with this Project.

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3. BRUNSWICK COUNTY GENERAL/SUPPLEMENTARY CONDITIONS OF THE CONTRACT

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) and any Supplementary General Conditions, as applicable, unless County directs otherwise. In the event of a conflict between the General Conditions of the Contract, the Supplementary General Conditions, and this Agreement, this Agreement shall govern in all respects.

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

5. COMPENSATION

County agrees to pay Contractor the total amount of **One Hundred Eighty-Two Thousand Eight Hundred Twenty-Four and No/100 Dollars ($182,824.00)** for the Project. County shall pay a 50% tower deposit at time of tower order as set forth in the Quote. County shall make full and final payment of the remaining balance to Contractor within fifteen (15) days after final completion of the Project and acceptance of such work by County and upon Contractor's submittal of satisfactory evidence that all payrolls, material bills and other costs incurred in connection with the Project have been paid in full. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges, County shall inform Contractor in writing of the disputed charges.

6. INDEPENDENT CONTRACTOR

Both County and Contractor agree that Contractor 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. Contractor represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly, Contractor 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. Contractor 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 Contractor is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Contractor hereby acknowledges that all payments hereunder are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon.

7. CONTRACTOR REPRESENTATIONS

(1) Contractor 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) Contractor 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 Contractor to enter into and perform its obligations under this Agreement;

(4) Contractor shall not violate any agreement with any third party by entering into or performing the work under this Agreement;

(5) Contractor will perform all work in conformity with the specifications and requirements of this Agreement;

(6) Unless otherwise agreed by the parties, Contractor agrees that all materials will be new and of good quality;

(7) The work provided by Contractor 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) Contractor will perform the work in a professional and workmanlike manner exercising reasonable care and diligence and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;

(9) Contractor 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) Contractor 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.

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8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Contractor or its work, and Contractor 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 Contractor may list County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

9. NON-EXCLUSIVITY

Contractor acknowledges that County is not obligated to contract solely with Contractor for the work covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

11. DEBARMENT

Contractor 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. Contractor must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

12. MINORITY BUSINESS ENTERPRISES

Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this Agreement.

13. WORKERS' COMPENSATION

To the extent required by law, Contractor 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 Contractor is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Contractor's obligations under this Agreement. Contractor agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

14. TAXES

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

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15. COMPLIANCE WITH E-VERIFY PROGRAM

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

16. 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 Chapter 132 of the North Carolina General Statutes. In the event Recipient receives

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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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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.

18. 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.

19. DISPUTE RESOLUTION

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20. GOVERNMENTAL IMMUNITY

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(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.**

a. Communications that relate to any breach, default, termination, amendment or waiver of any provision of this Agreement shall be sent to:

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

With a copy to: Benjamin Heck
I&E Superintendent
250 Grey Water Rd
Supply, NC 28462

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b. Communications that relate to any delay in performance, prevention of performance, modification or extension of this Agreement shall be sent to:

For the County: Benjamin Heck
I&E Superintendent
250 Grey Water Rd
Supply, NC 28462

c. All communications to Contractor shall be sent to:

For the Contractor: Advanced Wireless Solutions, Inc.
P. O. Box 8593
Gray, TN 37615

If overnight delivery to: Advanced Wireless Solutions, Inc.
225 Airport Road
Gray, TN 37615

27. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 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]

ADVANCED WIRELESS SOLUTIONS, INC.

By: Chip Montgomery

Printed Name: Chip Montgomery

Title: CFO

Date: 7/11/2022

"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"
QUOTE

ADVANCED WIRELESS SOLUTIONS, INC.

May 26, 2022 (Revised 06-20-2022)

Brunswick County, North Carolina (BCPU) (VIA EMAIL)
Benjamin Heck
Instrumentation and Electrical Superintendent

Re: Brunswick County
190' SST Quote

Mr. Heck,

Scope of Work:

Advanced Wireless Solutions, Inc. (AWS) is pleased to provide the following services:

Provide 190' SST, Rohn
Provide, two antenna and three microwave mounts
Tower filing with FAA (Allow 60 Days Minimum for Review)
Building Permit Application (additional documents not included)
Soil Testing and Engineering
Tower Foundation Installation (Based on Normal Soils)
Tower Erection
Tower Grounding
Antenna Installation and Coax materials (Combination of five antennas)
Decommission antennas from existing monopole

Pricing:

AWS is pleased to quote One Hundred fifty Two Thousand Two Hundred Eighty One Dollars ($152,281.00) to complete the scope of work referenced above.

Provide 190' SST, Rohn Quote # Q22-10526-2	$49,922.00
Provide, two antenna and three microwave mounts	$2,833.00
Tower filing with FAA	$1,523.00
Building Permit Application	$1,056.00
Soil Testing and Engineering	$4,500.00
Tower Foundation Installation (Based on Normal Soils)	$43,488.00
Tower Erection	$24,494.00
Tower Grounding	$5,486.00
Antenna Installation and Coax materials	$15,011.00

1
225 Airport Road - P.O. Box 8593 - Gray, TN 37615-8593
Phone: 423.467.5855 - Fax: 423.467.3533 - info@awsinc.biz

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Decommission Antennas from existing pole	$3,968.00
Total	**$152,281.00**

Note:

When providing the tower AWS's price includes the tower, all PE stamped drawings, anchor bolts and templates, freight, taxes, and unloading to the tower site in North Carolina.

50% tower deposit invoiced at time of tower order

Schedule:

- Tower Delivery, approximately 10-12 weeks after receipt of Purchase Order
- Soils Testing, Scheduled upon receipt of Purchase Order
- Anchor Bolt and Template Shipment, 3-4 weeks after receipt of Purchase Order
- FAA Filing Submitted upon receipt of Purchase Order
- Foundation Installation, duration Four to Nine Days
- Tower Grounding, One to Two Days
- Tower Erection, Four Days
- Clean up and Demobilize One Day

All schedule times are subject to adjustments depending on the supply chain.

Options:

Provide 100' of 1' x 10' ice bridge between tower and building **$30,543.00**

AWS is qualified to install antenna and lines as a part of our services if services are requested, we can provide a quote for that scope of work.

AWS quote is valid through July 30, 2022.

Payment Terms: Net 15 Days

I would like to thank you for the opportunity, and we look forward to working with you and Rohn on this project.

Should you have any additions or questions, please feel free to contact me at 423-612-8999.

Sincerely,

Chip Montgomery

Chip Montgomery
Estimating

225 Old Gray Station Road - P.O. Box 8593 - Gray, TN 37615-8593

Phone: 423.467.5855 - Fax: 423.467.3533 - info@awsinc.biz

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 16.

From:
Brent Lockamy, PE

Utilities - Subsite Sole Source Ditch Witch (Brent Lockamy, PE - Deputy Director)

Issue/Action Requested:
Request that the Board of Commissioners approve the purchase of specialty products, Subsite Electronics Horizontal Directional Drill Guidance Systems, for Public Utilities as an exception to the bidding requirements in accordance with NCGS 143-129.

Background/Purpose of Request:
Brunswick County Utilities installs long-side water and sewer taps on a daily basis using a Ditch Witch Horizontal Directional Drill Machine. The HDD guidance system has partially failed such that the operator of the machine cannot use electronics to guide the drill head. An attempt to purchase the HDD Guidance System necessary to have a fully functional HDD rig discovered that the Subsite Electronics HDD Guidance System is only available through Ditch Witch so only one quote is available.

In accordance with NCGS 143-129 (e) (6) bidding exceptions may be granted to the local government for direct purchase of products when a needed product is available from only one source of supply and must be approved by the governing body. Staff recommends approval of the bidding exceptions for Subsite Electronics Horizontal Directional Drill Guidance Systems, for Public Utilities as an exception to the bidding requirements in accordance with NCGS 143-129.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
Funds available in Utilities budget

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the purchase of specialty products, Subsite Electronics Horizontal Directional Drill Guidance Systems, for Public Utilities as an exception to the bidding requirements in accordance with NCGS 143-129.

ATTACHMENTS:

Description

- Utilities - June 16, 2022, Ditch Witch Sole Source Letter - Attach 1
- Utilities - Resolution - Attach 2
- Utilities - Subsite Electronics HDD Guidance System Quote - Attach 3

Authorized Ditch Witch® Dealer
Ditch Witch of North Carolina, Inc.
329 US Hwy 70 West
Garner, NC 27529
(919) 772-1214
(800) 545-9015
FAX: (919) 772-7937
www.dwnc.com

June 16, 2022

To Whom it May Concern:

Ditch Witch Company is the sole provider / manufacturer of Subsite Electronics.

Ditch Witch of North Carolina, Inc. is a dealer for Subsite Electronics.

Regards,

Chris Fowler

Sales Manager

County of Brunswick

Office of the County Commissioners

RESOLUTION AUTHORIZING PURCHASE OF SUBSITE ELECTRONICS HORIZONTAL DIRECTIONAL DRILL GUIDANCE SYSTEMS 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 County uses a Ditch Witch Horizontal Direction Drilling machine requiring replacement of its Subsite Electronics Horizontal Directional Drill Guidance System and components from time to time; and

WHERAS, Ditch Witch Company is the sole provider and manufacturer of Subsite Electronics, including the Horizontal Directional Drill Guidance System; and

WHEREAS, Ditch Witch of North Carolina, Inc. is the authorized dealer of the Subsite Electronics Horizontal Directional Drill Guidance System in North Carolina; and

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

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

Adopted this the 18th day of July, 2022.

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____
Daralyn Spivey, NCCCC
Clerk to the Board

DITCH WITCH OF NORTH CAROLINA, INC
329 HWY 70 EAST
GARNER, NC 27529-4053
+1 919-772-1214
HTTP://WWW.DWNC.COM
United States

COUNTY OF BRUNSWICK
250 GREY WATER ROAD
BOLIVIA, NC 28422
United States

Date	**06/08/2022**
Quote	39216
Valid Until	07/08/22
Account	1173712

Prepared by:
Brian Norris
bnorris@dwnc.com

EQUIPMENT QUOTE

Product	Description	Qty	Unit Price	Line Total
TK-RECON2	TK-RECON2	1	$ 13,519.00	$ 13,519.00
222-6212	TK EVA CASE, COMBO	1	$ 364.97	$ 364.97
220-2661	TRACKER SWIVEL BASE MOUNT	1	$ 245.53	$ 245.53
TD-RECON	TD-RECON	1	$ 5,473.00	$ 5,473.00

Equipment Subtotal	$19,602.50
Discount Percent	$-2,940.38
Sales Tax	$1,124.69
Quote Total	**$17,786.81**

Taxes are an estimate at time of quotation. Actual tax will be calculated at time of invoicing. If this is a tax exempt transaction, please provide tax exempt certificate or leasing details.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 17.

From:
Brent Lockamy, PE

Utilities - TA Loving Co, Raw Waterline Repair Black Rock Road (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 contract with TA Loving Company, in an amount of $127,600 for the Raw Waterline Repair at Black Rock Road and associated budget amendment.

Background/Purpose of Request:
Staff discovered a leak on the 48-inch PCCP Lower Cape Fear Water & Sewer Authority raw waterline at Black Rock Road in Riegelwood, NC during a routine inspection of the pipeline. Fortunately, this was in a location where the new parallel 54-inch raw waterline was recently installed. Raw water was diverted into the 54-inch line to avoid any disruptions and allowed the system to operate normally. However, the 48-inch PCCP line needs repair at the leak location. This section of line is currently isolated to avoid an emergency.

As the contract operator for LCFWSA, Brunswick County advertised the repair work for bid on May 11, 2022, with bids due on May 19, 2022. Four (4) bids were received. After staff and County Attorney reviewed, it was determined that the low bidder, 274 Construction was not experienced and qualified to perform work on this large diameter PCCP pipe. With this being a high priority pipeline that requires specialty work and experience, staff recommends award of the contract to TA Loving Company, the lowest responsible and qualified bidder.
Consequently, it is recommended that the Board approve the Notice of Award and authorize the Chairman and the Clerk to the Board to execute the construction contract with TA Loving Company in the amount of $127,600. The cost of the work will be reimbursed by LCFWSA.

Fiscal Impact:
Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Amendment appropriates $127,600 of LCFWSA reimbursement revenues for the repair of the 48" line break at Black Rock Road.

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 contract with TA Loving Company, in an amount of $127,600 for the Raw Waterline Repair at Black Rock Road and associated budget amendment.

ATTACHMENTS:

Description

- Utilities - Bid Tab - Attach 1
- Utilities - Notice of Award - Attach 3
- Budget Amendment
- Construction or Repair Agreement

2022 Raw Waterline Repair Black Rock Rd.
5/20/22

CONTRACTOR	TOTAL BID AMOUNT
274 Construction Group Inc.	$117,000.00
TA Loving Company	$127,600.00
State Utility Contractors	$341,000.00
Carmichael Construction Company Inc.	$445,000.00

Identifies apparent low bid

Identifies Recommended Contractor

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

NOTICE OF AWARD

Dated JULY 19, 20 22

To: TA LOVING COMPANY
(BIDDER)

Address: PO DRAWER 919
GOLDSBORO, NC 27533

Owner: **BRUNSWICK COUNTY**

Owner's Contract No. **N/A**

Project: 2022 RAW WATERLINE REPAIR BLACK ROCK RD.
(Insert Name of Contract as it Appears in the Construction Documents)

You are hereby notified that your bid dated MAY 19, 20 22 for the above described project has been considered and has been accepted by the Owner.

The amount of your Contract is: ONE HUNDRED TWENTY SEVEN THOUSAND SIX HUNDRED Dollars ($ 127,600)

Enclosed with this Notice of Award are the following:

Form of Performance Bond, Form of Payment Bond, and Certificate of Insurance.

You must comply with the following conditions precedent within twelve (12) days of the date of this Notice of Award, that is by:
N/A, 20 ____

1. You must execute the contract by electronic signature. A Docu-sign email with an electronic form of construction contract has been/will be sent to you for electronic signature.

~~2. You must deliver to the Owner 2 each of the fully executed Performance Bond, Payment Bond, and Form of Insurance. Each of the Documents must bear your signature.~~

3. List other condition precedents:

None

Request Info	
Type	Budget Amendment
Description	48" line repair Black Rock Rd
Justification	Board Meeting 07/18/2022-Appropriate $127,600 of Lower Cape Fear Water and Sewer Authority reimbursement revenues for the repair of 48" LCFWSA line leak at Black Rock Road construction contract with TA Loving Company.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
617150	383927	LCFWSA - Reimbursable	LCFWSA O and M Reimbursement	127600	Increase	Credit
617150	435217	LCFWSA - Reimbursable	R and M - Transmission Mains	127600	Increase	Debit

Total	
Grand Total:	255200

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NORTH CAROLINA **CONSTRUCTION OR REPAIR AGREEMENT**
[Standard]

BRUNSWICK COUNTY

THIS CONSTRUCTION OR REPAIR AGREEMENT (hereinafter referred to as the "Agreement" or "Contract") 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 T.A. Loving Company, (hereinafter referred to as "Contractor"), party of the second part.

WITNESSETH:

1. PROJECT

Contractor shall furnish and deliver all materials and perform all work in the manner and form as provided by enumerated plans, specifications and documents, including, without limitation and as applicable: the Invitation to Bid; Notice to Bidders; Instructions to Bidders; General Conditions of the Contract; Supplementary General Conditions; Specifications; Addenda; Accepted Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Workers' Compensation, Public Liability, Property Damage and Builder's Risk Insurance Certificates; Approval by the Board of Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings (hereinafter referred to collectively as the "Bid Documents") titled:

Project: 2022 Raw Waterline Repair Black Rock Road

The Bid Documents are incorporated 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.

2. TERM OF AGREEMENT; TIME OF COMPLETION; LIQUIDATED DAMAGES

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 09/01/2022, unless extended or sooner terminated as provided for herein or in the General Conditions of the Contract or Supplementary General Conditions, as applicable. Notwithstanding the foregoing, the duration of the Project is **Forty-Five (45)** consecutive calendar days from issuance of a Notice to Proceed by Brunswick County (the "Time of Completion"), unless extended as provided for in the Brunswick County General Conditions of the Contract or Supplementary General Conditions, as applicable.

There are **no** Liquidated Damages, as defined in the General Conditions of the Contract, associated with this Project.

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3. BRUNSWICK COUNTY GENERAL/SUPPLEMENTARY CONDITIONS OF THE CONTRACT

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) and any Supplementary General Conditions, as applicable, unless County directs otherwise. In the event of a conflict between the General Conditions of the Contract, the Supplementary General Conditions, and this Agreement, this Agreement shall govern in all respects.

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

5. COMPENSATION

County agrees to pay Contractor the total amount of **One Hundred Twenty-Seven Thousand Six Hundred and No/100 Dollars ($127,600.00)** for the Project. Payment shall be subject to additions and deductions as provided in the specifications or Bid Documents. County shall make monthly progress payments to Contractor on the basis of a duly certified and approved estimate of work performed during a given calendar month, less five percent (5%) of the amount of such estimate which is to be retained by County until all work has been performed strictly in accordance with this Agreement and such work has been accepted by County. County shall not require further retainage after fifty percent (50%) of the work has been satisfactorily completed on schedule as more fully set forth in the General Conditions of the Contract or any Supplementary General Conditions, as applicable, included with the Bid Documents. County shall make full and final payment to Contractor within thirty (30) days after completion of the Project and acceptance of such work by County and upon Contractor's submittal of satisfactory evidence that all payrolls, material bills and other costs incurred in connection with the Project have been paid in full. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges, County shall inform Contractor in writing of the disputed charges.

6. INDEPENDENT CONTRACTOR

Both County and Contractor agree that Contractor 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. Contractor represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly, Contractor shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance

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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. Contractor 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 Contractor is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Contractor hereby acknowledges that all payments hereunder are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon.

7. CONTRACTOR REPRESENTATIONS

(1) Contractor 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) Contractor 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 Contractor to enter into and perform its obligations under this Agreement;

(4) Contractor shall not violate any agreement with any third party by entering into or performing the work under this Agreement;

(5) Contractor will perform all work in conformity with the specifications and requirements of this Agreement;

(6) Unless otherwise agreed by the parties, Contractor agrees that all materials will be new and of good quality;

(7) The work provided by Contractor 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) Contractor will perform the work in a professional and workmanlike manner exercising reasonable care and diligence and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;

(9) Contractor 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

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(10) Contractor 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.

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Contractor or its work, and Contractor 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 Contractor may list County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

9. NON-EXCLUSIVITY

Contractor acknowledges that County is not obligated to contract solely with Contractor for the work covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

11. DEBARMENT

Contractor 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. Contractor must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

12. MINORITY BUSINESS ENTERPRISES

Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this Agreement.

13. WORKERS' COMPENSATION

To the extent required by law, Contractor 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 Contractor is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Contractor's obligations under

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

14. TAXES

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

15. COMPLIANCE WITH E-VERIFY PROGRAM

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

16. 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;

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(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.

17. 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.

18. 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.

19. 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, as more fully set forth in the General Conditions of the Contract.

20. 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.

21. NON-WAIVER

Failure by County at any time to require the performance by Contractor 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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22. 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 Project herein.

23. 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.

24. 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.

25. AMENDMENTS

Amendments or changes to this Agreement shall not be valid unless in writing and signed by authorized agents of both Contractor and County.

26. NOTICES

(1) **DELIVERY OF NOTICES.** Unless otherwise specified in the General Conditions of the Contract or any Supplementary General Conditions, as applicable, 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.**

a. Communications that relate to any breach, default, termination, amendment or waiver of any provision of this Agreement shall be sent to:

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

With a copy to: John Nichols, PE CPESC
Utilities Director
250 Grey Water Rd. NE
Supply, NC 28462

b. Communications that relate to any delay in performance, prevention of performance, modification or extension of this Agreement shall be sent to:

For the County: John Nichols, PE CPESC
Utilities Director
250 Grey Water Rd. NE
Supply, NC 28462

c. All communications to Contractor shall be sent to:

For the Contractor: T.A. Loving Company
P.O. Drawer 919
Goldsboro, NC 27533

27. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 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]

T.A. LOVING COMPANY

By: Paul Hunter

Printed Name: Paul Hunter

Title: Senior Vice President

Date: 7/11/2022

"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

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 18.

From:
Donald Dixon

Utilities - WBR Office Tract Timber Sale (Donald Dixon - Deputy Director)

Issue/Action Requested:
Request that the Board of Commissioners approve the sale of timber on the West Brunswick Regional Office Tracts 41,42, and 412 as identified in the Forest Management Plan to Canal Wood LLC., in the amount of $79,143.00 and authorize the Chairman and Clerk to the Board to approve the contract.

Background/Purpose of Request:
In July 2017, the Board approved an agreement with Woodsrun Consulting Forestry to market, bid, and supervise the harvest and planting of forested tracts that are overseen by the Public Utilities Department. It was determined there was a need to develop a plan for the timber resources on each of these parcels. Due to the land intensive nature of our operations, there is great concern for destruction of these assets by fire, disease, insects, hurricanes, operation and maintenance issues, etc., whereby if not properly managed, this resource can become a liability.

Woodsrun Consulting Forestry developed a Forest Management Plan for these tracts and the Utilities Operations office site was determined to consist of mature trees that should be harvested. The sale of this timber was advertised in accordance with NCGS 160A-268 that governs the sale of property. Moreover, the consultant sent the advertisement to over 100 timber buyers. On June 23, 2022, bids were received from three timber buyers and Canal Wood LLC., was the highest bidder for the tracts as described above in the amount of $79,143.00. In accordance with the agreement with Woodsrun Consulting Forestry, payments will be made to them and after retainage of an 8% commission, Woodsrun Consulting Forestry will forward the remainder of the sales amount to Brunswick County.

Staff recommends award of the sales agreement to Canal Wood LLC., in the amount of $79,143.00.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the sale of timber on the West Brunswick Regional Office Tracts 41,42, and 412 as identified in the Forest Management Plan to Canal Wood LLC., in the amount of $79,143.00 and authorize the Chairman and Clerk to the Board to approve the contract.

ATTACHMENTS:

Description

- Utilities - Timber Sale Bids - Attach 1
- Timber Sale Contract

Timber Sale Bid Sheet - County of Brunswick, NC

Owner	County of Brunswick, NC
Tract	West Brunswick Regional Office
Stand	41
Acres	28
Sale Date	June 23, 2022

Note: All timber bids must be on this form using the estimated volumes supplied by WoodsRun Consulting Forestry. The volumes shown below are not guaranteed and will be used only for comparison of bids. Please multiply your unit price using our volumes in the Total Value Column

JLC 6/23/22

Product	Volume in Tons	Unit Price Per Ton	Total Value
Pine Pulpwood	524	$9.00	$ ~~(6,288.00)~~ $4716.00
Pine Topwood	391	$9.00	$ (7) $3519.00
Pine Chip-n-Saw	261	$27.00	$ $7047.00
Pine Sawtimber	2,349	$27.00	$ $63423.00
Large Grade Sawtimber			$
Large Pine Poles			$
Small Pine Poles			$
Pine Plylogs			$
Pine Posts			$
Pine Subtotals	3525	XXXX	$
Fuelwood			$
Hardwood Pulpwood	73	$6.00	$ $438.00
Hardwood Palletwood			$
Hardwood Subtotals		XXXX	$
Grand Totals	3598	XXXX	$ $79,143.00

Advance Deposit	20%	XXXX	$ $15,828.60 -

Note: An Advance Deposit Check for the amount above will be required at contract execution. Please make the check out to WoodsRun Consulting Forestry Escrow Account.

Kim Clemmons
Carol Conway

Timber Sale Bid Sheet - County of Brunswick, NC

Canal Wood
Riegelwood

Owner	County of Brunswick, NC
Tract	West Brunswick Regional Office
Stand	41
Acres	28
Sale Date	June 23, 2022

Note: All timber bids must be on this form using the estimated volumes supplied by WoodsRun Consulting Forestry. The volumes shown below are not guaranteed and will be used only for comparison of bids. Please multiply your unit price using our volumes in the Total Value Column

Product	Volume in Tons	Unit Price Per Ton	Total Value
Pine Pulpwood	524	8.75	$ 4585
Pine Topwood	391	8.75	$ 3421.25
Pine Chip-n-Saw	261	25.20	$ 6577.20
Pine Sawtimber	2,349	25.20	$ 59,194.80
Large Grade Sawtimber			$
Large Pine Poles			$
Small Pine Poles			$
Pine Plylogs			$
Pine Posts			$
Pine Subtotals	3525	XXXX	$
Fuelwood			$
Hardwood Pulpwood	73	2.00	$ 146
Hardwood Palletwood			$
Hardwood Subtotals		XXXX	$
Grand Totals	3598	XXXX	$ 73,924.25

Advance Deposit	20%	XXXX	$ 14,784.85

Note: An Advance Deposit Check for the amount above will be required at contract execution. Please make the check out to WoodsRun Consulting Forestry Escrow Account.

Timber Sale Bid Sheet - County of Brunswick, NC

Owner	County of Brunswick, NC
Tract	West Brunswick Regional Office
Stand	41
Acres	28
Sale Date	June 23, 2022

Note: All timber bids must be on this form using the estimated volumes supplied by WoodsRun Consulting Forestry. The volumes shown below are not guaranteed and will be used only for comparison of bids. Please multiply your unit price using our volumes in the Total Value Column

Product	Volume in Tons	Unit Price Per Ton	Total Value
Pine Pulpwood	524	$9.00	$ 4,716.00
Pine Topwood	391	$9.00	$ 3,519.00
Pine Chip-n-Saw	261	$22.00	$ 5,742.00
Pine Sawtimber	2,349	$22.00	$ 51,678.00
Large Grade Sawtimber			$
Large Pine Poles			$
Small Pine Poles			$
Pine Plylogs			$
Pine Posts			$
Pine Subtotals	3525	XXXX	$ 65,655.00
Fuelwood			$
Hardwood Pulpwood	73	$2.00	$ 146.00
Hardwood Palletwood			$
Hardwood Subtotals		XXXX	$
Grand Totals	3598	XXXX	$ 65,801.00

Advance Deposit	20%	XXXX	$ 13,160.20 -
Note: An Advance Deposit Check for the amount above will be required at contract execution. Please make the check out to WoodsRun Consulting Forestry Escrow Account.			

J.W. Connor & Son, Inc.

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TIMBER SALE CONTRACT

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS TIMBER SALE CONTRACT (Contract) is made the 18th day of July, 2022 (Effective Date) between Canal Wood, L.L.C. (Buyer) and Brunswick County, P.O. Box 249, Bolivia, NC 28422 (Seller). WoodsRun Consulting Forestry, PA is the Seller's Agent (Consultant) and shall manage this timber sale.

WHEREAS, Seller desires to grant to Buyer, and Buyer desires to acquire from Seller, the right and obligation to cut the timber described in this Contract; and

WHEREAS, the parties intend to create a bilateral contract for the sale of timber and not an option to purchase timber.

THEREFORE, the parties agree as follows:

1. **Duration of Contract**: The duration of this Contract shall be eighteen (18) months from the Effective Date set forth above.

2. **Performance Bond**: Buyer agrees to post a $2,000.00 performance bond with WoodsRun Consulting Forestry, PA, Escrow Account at the signing of this Contract. The bond shall be forfeited in part or in whole upon the basis of a final logging inspection by Consultant. The amount of the bond in no way limits Buyer's liability for damages. Buyer forfeits this bond if it does not harvest the timber by the expiration date of this Contract.

3. **Advanced Deposit:** Buyer agrees to pay a 20% advance deposit to WoodsRun Consulting Forestry, PA, Escrow Account at the signing of this Contract.

4. **Description of Timber:** All merchantable pine and hardwood trees are to be cut and removed from the clearcut timber sale area in West Brunswick Regional Office Tract, Stand 41, as shown on the attached timber sale map (Timber Sale Area). Also, Stands 42 and 412 will be selectively thinned down to approximately 25 good quality sawtimber trees per acre. The hardwood trees larger than 8 inches diameter are to be left for aesthetic purposes.

5. **Damages:** If Buyer cuts or unnecessarily damages trees not included in this sale, Buyer shall pay for those trees at double the stumpage rates based on the Consultant's stumpage price estimates and cruised volumes. <u>If the Buyer cuts and leaves merchantable timber in the Timber Sale Area, the Buyer shall pay for those trees at double</u>

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the stumpage rates based on the Consultant's stumpage price estimates and cruised volumes. Buyer is prohibited from cutting any orange painted sale lines or boundary trees.

6. **Notice**: Buyer agrees to notify WoodsRun Consulting Forestry, PA twenty-four (24) hours before beginning of logging operations. A pre-harvest conference is required before the logging operations can start. Seller reserves the right for Consultant to view harvesting operations to verify compliance with the terms of this Contract. Buyer agrees to promptly report the completion of cutting on the property and to remove all equipment from the Timber Sale Area within thirty (30) days after completion of harvesting.

7. **Payment**

i) Buyer shall pay Seller the following prices for all timber harvested:

Pine Pulpwood	@	$ 9.00	per ton
Pine Chip-n-saw	@	$ 27.00	per ton
Pine Sawtimber	@	$ 27.00	per ton
Hardwood Pulpwood	@	$ 6.00	per ton

ii) Payment is to be made weekly. Along with payment, Buyer shall furnish Seller a statement showing the volume of wood by weight and type removed from the property.

iii) Buyer shall mail settlement checks payable to WoodsRun Consulting Forestry Escrow Account. Buyer shall send payments, stumpage statements, and the Daily Load Sheets each week to the following address: WoodsRun Consulting Forestry, PO Box 626, Elizabethtown, NC 28337.

iv) After the Consultant verifies the settlement, the net weekly settlements, less commissions to WoodsRun Consulting Forestry, will be paid to the Seller from the WoodsRun Consulting Forestry Escrow Account.

v) Prompt payment is the essence of this Contract. Should the Buyer fail to make prompt payment, Seller has the right to terminate the Contract.

8. **Sale Lines**: There are two (2) cemeteries on this property, and they have fifty (50) foot orange painted buffers around them. No truck traffic, logging debris, or cutting of trees beyond this painted line. Stand 45 is bottomland hardwood and drains, and has been painted out of this sale with orange paint. There are also fifty (50) foot buffers around the fencing of Stands 492 and 491. These buffers are there to protect the fence.

9. **Access**: No logging truck traffic is allowed within Stands 41, 42, and 412. For the purpose of cutting, removing and transporting the said timber, Buyer shall have the right of ingress, egress and regress through, across, over and upon the Timber Sale Area. Seller

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will take whatever action is necessary to provide Buyer with good and sufficient access to the Timber Sale Area, will prevent any plowing, ditching, or construction of fences across the farm roads, paths, or access areas on the Property, and will prevent any other act whatsoever that would interfere with the cutting and removing of said timber and pulpwood.

10. **Roads**: Buyer shall properly maintain roads or paths used for the logging, including any roads constructed for use in the harvest operations, and shall either leave roads in as good of condition as they were when logging began or pay the actual costs of restoration. Do not drive logging trucks down the road within Stand 42, as this road is the Right-of-Way of a Fiber Optic Cable. This woods road is to be kept clear of logging debris. Skidders and Feller Bunchers can cross over this Right-of-Way.

11. **Decking**: All decking and skidding must take place within the Timber Sale Area. Buyer has the right to construct a reasonable number of skid trails provided that the location and extent are approved in advance by Consultant. Buyer shall use existing trails when reasonably possible.

12. **Best Management Practices & Forest Practice Guideline**: Buyer agrees to harvest the timber in accordance with North Carolina Forest Practices Guidelines related to Water Quality and the NC Forestry Best Management Practices Manual so that the Forestry exemption under the N.C. Sedimentation Pollution Control Act of 1973 remains in effect.

13. **Right to Halt Logging**: Buyer, its agents, employees, and assigns, shall minimize soil damage which may result from operating logging machinery during wet ground conditions. Seller reserves the right to suspend logging operations if, in Consultant's sole opinion, conducting said logging operations during periods of wet weather and/or high soil moisture will result in excessive damage to the soils and roads of the property.

14. **Trash and Debris**: No debris of any type shall be left on the property except for natural trees and brush that originated on the land. No trees, limbs, brush or other debris shall be left across property boundaries, or in any fields, streams or ditches on the property. Buyer shall refrain from depositing any petroleum or hazardous wastes on the premises. Buyer or its agents shall at all times keep trash contained within garbage bags or cans. No trash, including, but not limited to cans, bottles, paper, plastic, and towels, on shall be left on the ground at any time. At the completion of timber harvesting, Buyer or its agents shall be responsible for removal of all trash from the cutting area, including, but not limited to oil cans, paper, tires, plastic, or glass bottles or other debris, placed on the cutting area by Buyer or its agents. No trash shall be buried on this site.

15. **Government Restrictions**: If any condition exists on the property on or before the Effective Date, which restricts Buyer's ability to harvest and remove the timber due to any government rule, ordinance, law or regulation, or any threatened action from a federal, state, or local governmental agency: (1) If this is a per unit sale, the restricted timber shall

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be excluded from the sale; and (2) if this is a lump sum sale, Seller shall, within thirty (30) days after written request, reimburse Buyer for the timber located within the restricted area at the fair market value of the timber on the date of purchase.

16. **Fire Hazards**: Buyer and its employees shall at all times exercise reasonable care to minimize and reduce the hazard of fire by the use of good forestry practices. No open fires shall be allowed on this site.

17. **Fences**: Buyer and its agents shall not damage any fences on the property and shall restore any damaged fences at Buyer's expense to the condition they were in prior to logging.

18. **Damage to Improvements**. Buyer shall pay the actual cost for repair of damages caused by its agents employees, and assigns' logging operations to gates, fences, ditches, bridges, roads, cattle guards, culverts, crops, or other improvements on the premises, except for roads, which are the responsibility of the Seller.

19. **Damage to Property Markers**. Any property corners or monuments that are altered, removed or damaged shall be replaced by a licensed surveyor at Buyer's expense.

20. **Letter of Release**. Buyer shall furnish a letter of release within ten (10) days of completion of logging should the harvesting operation be completed prior to the expiration of the Contract.

21. **Indemnity**: Buyer shall indemnify and hold Seller harmless from any and all liability and any and all loss, including attorney's fees and other related and reasonable expenses incurred, arising from the operations, activities or loss caused by acts or omissions of Buyer's employees, contractors, subcontractors, or employees of contractors or subcontractors, and any invitees, and whether such liability or loss be to an adjoining landowner or to said employees, contractors, subcontractors, employees of contractors or subcontractors, or licensees of Buyer or to any others for property damage, personal injury, death or otherwise.

22. **Insurance**: Buyer agrees to furnish a Certificate of Insurance that meets the Brunswick County Minimum Insurance Coverage Requirements attached hereto.

23. **Safety Regulations**: Buyer shall abide by all occupational safety and health (OSHA) requirements and all other applicable state or federal laws.

24. **Exclusion of Warranties**: Buyer and Seller exclude the implied warranties of merchantability and fitness for a particular purpose from this transaction.

25. **Express Warranty of Good & Clean Title**: **Express Warranty of Good & Clean Title**: Seller warrants that he conveys good and rightful title and that the timber is free from any

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security interest or other lien or encumbrance in which Seller, at the time of contracting, has knowledge. The remedies for breach of this section are the same as remedies for breach of N.C. Gen. Stat. § 25-2-312.

26. **Express Warranty of Merchantability**: Seller warrants that the timber conforms to the description in this Contract and knows of no defects that would keep it from being sold as the products specified in the timber sales notice. The remedies for breach of this section are the same as the remedies for breach of N.C. Gen. Stat. § 25-2-314.

27. **Default:** Should Buyer violate any of the terms and conditions of this Contract and fail to remedy the situation to the satisfaction of the Consultant after notice and demand for remedy, Seller may declare this Contract to be in default and, at the Seller's option, (1) compel specific performance of this Contract; (2) suspend harvest operations until default has been remedied, or (3) cancel the Contract and seek other forms of relief available by law and/or equity.

28. **Assignment**: Buyer may not assign this Contract in whole or in part without consent of Seller secured in advance, and in the event of any such assignment Buyer will not be relieved of its duties hereunder unless such release is specifically given by Consultant in writing. Any attempt by Buyer to assign this Contract will relieve Seller of all obligations under this Contract. Buyer may contract or subcontract the cutting, logging, hauling, and removal of the timber without the written consent of the Seller's agent, but by doing so will not be relieved of any obligation under this Contract. Buyer may not sell or assign any rights to any other person or entity to cut, saw, or remove any of the timber as firewood.

29. **Entire Agreement:** This Contract signed by both parties constitutes a final written expression of all the terms of their agreement and is a complete and exclusive statement of those terms.

30. **No Oral Modification**: This Contract may be modified or rescinded only by a writing signed by both parties.

31. **Waiver**: Waiver by either Buyer or Seller of breach by the other party of any provision of this Contract is not a waiver of future compliance with the provision, and the provision remains in full force.

32. **Construction of Contract**: Buyer and Seller agree that no provision of this Contract shall be construed against or in favor of Buyer or Seller by virtue of authorship of this Contract.

33. **Governing Law:** This Contract 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.

34. **Dispute Resolution and Consent to Jurisdiction:** If any controversy or claim arises out of or relates to this Contract, the parties shall attempt pre-suit mediation prior to the

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initiation of any lawsuit. Any action or proceeding related to this Contract shall be instituted and prosecuted in the Courts of the County of Brunswick and each party hereby waives any claim or defense relating to such jurisdiction and venue. The parties agree that neither may initiate binding arbitration.

35. **E-VERIFY:** Buyer shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Buyer utilizes a subcontractor, Buyer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

36. **Divestment from Companies that Boycott Israel:** Buyer 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.

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

38. **Non-Discrimination in Employment:** Buyer 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. Buyer shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Buyer 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 Contract may be cancelled, terminated or suspended in whole or in part by Seller, and Buyer may be declared ineligible for further agreements with Seller.

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

40. **Signatures:** This Contract, 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 Contract 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 Contract 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]

CANAL WOOD, L.L.C.

By: Kim Clemons

Printed Name: Kim Clemons

Title: Area Manager

Date: 7/11/2022

"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
Brunswick County, NC

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 19.
Utilities - West Brunswick WWTP Drip Site Filter Replacement (Donald Dixon - Deputy Director)

From:
Donald Dixon

Issue/Action Requested:
Request that the Board of Commissioners approve a contract with Waste Water Systems Inc. in the amount of $143,691.00 for the replacement of one of the existing filter trains (south filter) at the West Brunswick Regional WWTP Drip Site, subject to final approval of contract by County Attorney.

Background/Purpose of Request:
The West Brunswick Regional Drip Site is one of multiple sites utilized for dispersal of tertiary treated wastewater. Prior to dispersal, the tertiary treated water is pumped through existing filter trains (north and south) to remove any fine solids that could cause disruptions to the emitters utilized to disperse the water. The existing filter trains were placed in service in 2006 and are approaching or have reached their expected life cycle. We are currently only utilizing the north side filter train due to severe degradation of the south side filter train.

Amiad Water Systems is the sole provider for the equipment utilized for filtration at the dispersal site. Amiad water systems representatives visited the site on December 6, 2021, and provided the specifications for the filter train replacement based on their inspection and assessment.

Funds were budgeted in FY22 for replacement of the degraded south side filter train in the amount of $60,000.00 pursuant to an evaluation received in late 2020. After the December 2021 site visit and assessment by representatives of Amiad Water Systems, further degradation was noted and additional funds were allocated for the replacement of the filter train. The south side filter train has since been shut down, due to failure. An invitation to bid was advertised in the State Port Pilot newspaper, the County website, IPS, HUB, and MailChimp. Brunswick County received one responsible bid from an authorized vendor. The lowest responsible bid for the filter train replacement was from Waste Water Systems Inc. There are available funds within the line-item budget to cover the expenditure required from the lowest responsible bidder.

Staff recommends approval of the contract with Waste Water Systems Inc in the amount of $143,691.00.

Fiscal Impact:
Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Amendment appropriates $144,000 of fund balance as rollover funds for the West Brunswick WWTP Drip Site Filter Replacement project.

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Awaiting final contract documentation. Approve subject of final approval of County Attorney

Advisory Board Recommendation:

N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners approve a contract with Waste Water Systems Inc. in the amount of $143,691.00 for the replacement of one of the existing filter trains (south filter) at the West Brunswick Regional WWTP Drip Site.

ATTACHMENTS:

Description

- Utilities - Waste Water Systems Inc. Bid - Attach 1
- Budget Amendment

BID FORM

To: **BRUNSWICK COUNTY**

From: *Bidder* WASTE WATER SYSTEMS, INC.

Address 9411 TAILS CREEK ROAD

ELLIJAY, GA 30540

Telephone 706-276-3139

Date of Bid JULY 1, 2022

The undersigned, as bidder, hereby declares that the only person or persons interested in this bid as principal or principals is or are named herein and that no other person has any interest in this bid or in the contract to be entered into; that this bid is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. By signing this bid, the bidder affirms that it is not listed and will not utilize a subcontractor or vendor listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 143-6A-4, Iran Divestment Act Certification. The bidder further declares that it has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that it has satisfied itself relative to the:

Amiad 14-4 Galaxy Spin Klin Filter system, 130 Micron Discs, 1-row filter system on 12" manifold with L2 115-volt Backwash Controller w/ 20 Command Outputs, Nema 4x panel, PLC and HMI Secomea Kit w/ Antennae and Smart Server

The bidder agrees if this bid is accepted to contract with **Brunswick County** in the form of the contract specified herein in full in complete accordance with the plans and specifications, to the full and entire satisfaction of **Brunswick County** and its representatives with a definite understanding that no money will be allowed except as set forth in the contract documents, for the sum of:

BID: $134,605.00 SALES & USE TAX @ 6.75% = 9,086.00

LIST TERMS OF ANY MANUFACTURER WARRANTY AS WELL AS ANY OTHER WARRANTY YOU SHALL PROVIDE:

SEE ATTACHED WARRANTY - 2 PAGES

3.4 If for any reason Buyer fails to accept delivery of any of the Goods or if Seller is unable to deliver the Goods at the Seller's Shipment Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) title and risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and

11.6 In the event that achievement of a particular Payment Milestone is delayed or suspended due to the Buyer's convenience or other reasons for which the Buyer or its representatives is responsible, such Payment Milestone will be deemed to have occurred and Seller shall be entitled to invoice Buyer as if achievement of such Payment Milestone had been achieved. In such circumstances, Buyer must notify Seller in writing of the reasons for the delay and anticipated duration of the delay. Seller will mark the Goods (or parts thereof) as the Buyer's property and shall store the Goods (or parts thereof) in a segregated area until actual delivery at Buyer's cost.

14 Limited Warranty

14.1 Limited Warranty for Goods: Seller warrants to Buyer that for a period of twelve months (12) from the date of installation of the Goods or eighteen months (18) from the date of delivery of the Goods, including deemed delivery pursuant to clauses 3.4 and 11.6 above (the "Warranty Period"), whichever comes first, that the Goods manufactured by Seller, when properly installed and maintained, and operated at ratings, specifications and design conditions specified by Seller, will materially conform to Seller's specifications for such Goods set forth in Seller's proposal, or, in the absence of such a proposal, such specifications as have been provided by Buyer to Seller and accepted in writing by Seller and included in the Sales Confirmation, at the time of the order and will be free from material defects in material and workmanship (this "Limited Warranty"). Buyer shall notify Seller promptly in writing of any claims within the Warranty Period and provide Seller with an opportunity to inspect and test the Goods claimed to fail to meet this Limited Warranty. Buyer shall provide Seller with a copy of the original invoice for the Goods, and prepay all freight charges to return any Goods to Seller's factory, or other facility designated by Seller. All claims must be accompanied by full details, including system operating conditions, if applicable. If the defects are of such type and nature as to be covered by this Limited Warranty, Seller shall, at its option and in its sole discretion, either: (a) accept return of the defective Goods and furnish replacement Goods; (b) furnish replacement parts for the defective Goods; (c) repair the defective Goods; or (d) accept return of the defective Goods and return payments made, or issue credits for, such defective Goods. If Seller determines that any warranty claim is not, in fact, covered by this Limited Warranty, Buyer shall pay Seller its then customary charges for any additionally required Goods.

14.2 Limited Warranty for Services: Seller further warrants that all Services performed hereunder, if any, will be performed in a workmanlike manner in accordance with applicable law and industry standards by qualified personnel (this "Limited Warranty for Services"); this Limited Warranty for Services shall survive for 30 days following Seller's completion of the Services (the "Service Warranty Period"). In the event of a warranty claim under this Limited Warranty for Services, Buyer shall inform Seller promptly in writing of the details of the claim within the Service Warranty Period. Seller's liability under this Limited Warranty for Services is limited (in Seller's sole discretion) to repeating the service that during the Service Warranty Period does not meet this Limited Warranty for Services or issuing credit for the nonconforming portions of the Service. If Seller determines that any warranty claim is not, in fact, covered by the foregoing Limited Warranty for Services, Buyer shall pay Seller its then customary charges for all Services performed by Seller.

14.3 DISCLAIIMER OF WARRANTIES: EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 14.1 and 14.2, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW,

COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Seller does not warrant against, and in no event shall Seller be liable for, normal wear and tear of Seller's consumable type parts (including but not limited to O-rings, rim gaskets, nuts and bolts, pipe caps and clamps); damages or defects arising out of improper or abnormal use, damages or defects arising from chemical, galvanic, or electrolytic exposure; misuse, abuse, improper installation (other than by Seller), application, operation, maintenance or repair, alteration, accident, or for negligence in use, storage, transportation or handling or other negligence of Buyer. In no event shall Seller be liable for any Goods repaired or altered by someone other than Seller other than pursuant to written authorization by Seller.

14.4 Exclusive Obligation: THE WARRANTIES IN SECTIONS 14.1 AND 14.2 ARE EXCLUSIVE. THE LIMITED WARRANTY FOR GOODS AND THE LIMITED WARRANTY FOR SERVICES ARE THE SOLE AND EXCLUSIVE OBLIGATIONS OF SELLER WITH RESPECT TO ANY DEFECTIVE GOODS AND/OR NON-CONFORMING SERVICES. SELLER SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE GOODS, SERVICES, OR ANY PART THEREOF, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THE REMEDIES SET FORTH IN SECTIONS 14.1 AND

14.2 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 14.1 AND 14.2.

14.5 Buyer Breach: In no event shall Buyer be entitled to assert claims or rights under the above Limited Warranties if Buyer is in breach of its obligations, including but not limited to payment, hereunder.

WASTWAT-01 EAMATO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2022

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	CONTACT NAME: Elizabeth Amato, CISR	
Snellings Walters Insurance Agency 1117 Perimeter Center West Suite W101 Atlanta, GA 30338	PHONE (A/C, No, Ext) (470) 514-4864	FAX (A/C, No):
	E-MAIL ADDRESS: eamato@snellingswalters.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Colony Specialty Insurance Co.	36927
INSURED Waste Water Systems, Inc. TJS, LLC P O Box 1023 Ellijay, GA 30540	INSURER B : Union Insurance Company	25844
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PACE4223155	9/15/2021	9/15/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Empl Practices Liab						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CNA 4420689 43	9/15/2021	9/15/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EXC 4223156	9/15/2021	9/15/2022	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0						Follow Form	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Pollution Liability			PACE4223155	9/15/2021	9/15/2022	Occurrence	1,000,000
A	Professional Liabil			PACE4223155	9/15/2021	9/15/2022	Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES

CERTIFICATE HOLDER

Brunswick County Risk Manager
30 Government Center Dr. NE
P.O. Box 249
Bolivia, NC 28422

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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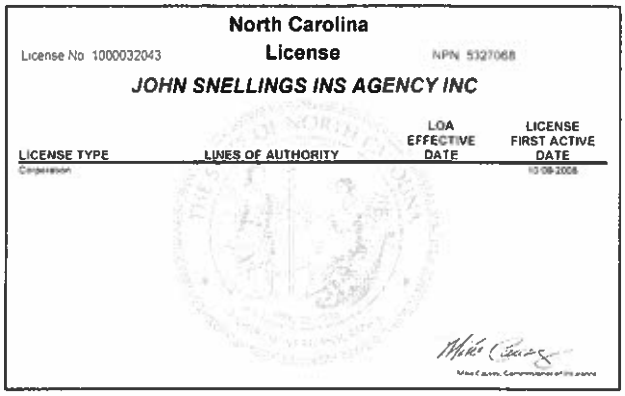
North Carolina
License No 1000032043 License NPN 5327068
JOHN SNELLINGS INS AGENCY INC

LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE FIRST ACTIVE DATE
Corporation			10/09/2008

JOHN SNELLINGS INS AGENCY INC
1117 PERIMETER CENTER WEST
SUITE W101
ATLANTA GA 30338

This insurance license shall remain in effect until the expiration date unless cancelled, surrendered or revoked. Individuals who are licensed as Insurance Producers and/or Bail Bond licensees must complete continuing education and pay all applicable renewal fees as required by North Carolina administrative code prior to the expiration date.

North Carolina

License No: 1000032043 — License — NPN: 5327068

Department of Insurance

JOHN SNELLINGS INS AGENCY INC

Who has fulfilled all of the conditions of eligibility imposed by the General Statutes of North Carolina and is hereby licensed by this State (in the capacity stated below) and granted the privilege to act with the authority of this license. It shall be valid until cancelled, surrendered or revoked.

LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE FIRST ACTIVE DATE
Corporation			10/09/2008

For questions regarding a license please contact
the North Carolina Department of Insurance at: 919-807-6800

Mike Causey, Commissioner of Insurance

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
Mary Storti
c/o Paychex Insurance Agency, Inc.
150 Sawgrass Drive
Rochester, NY 14620

CONTACT NAME:
PHONE (A/C, No, Ext): (877) 266-6850 FAX (A/C, No):
E-MAIL ADDRESS: pbscerts@paychex.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Paychex Business Solutions, LLC Labor Contractor, for co-employees of: WASTE WATER SYSTEMS INC
911 Panorama Trail South
Rochester, NY 14625

COVERAGES **CERTIFICATE NUMBER:** 22FL0951025282 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ 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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A		WC 12-73-357-02	06/01/2022	06/01/2023	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2022	06/01/2023	**Client#** 07357072-GA	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
WASTE WATER SYSTEMS INC
9411 TAILS CREEK ROAD
ELLIJAY, GA 30540

CERTIFICATE HOLDER

Waste Water Systems Inc
9411 Tails Creek Road
Ellijay, GA 30540

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
Mary P Storti

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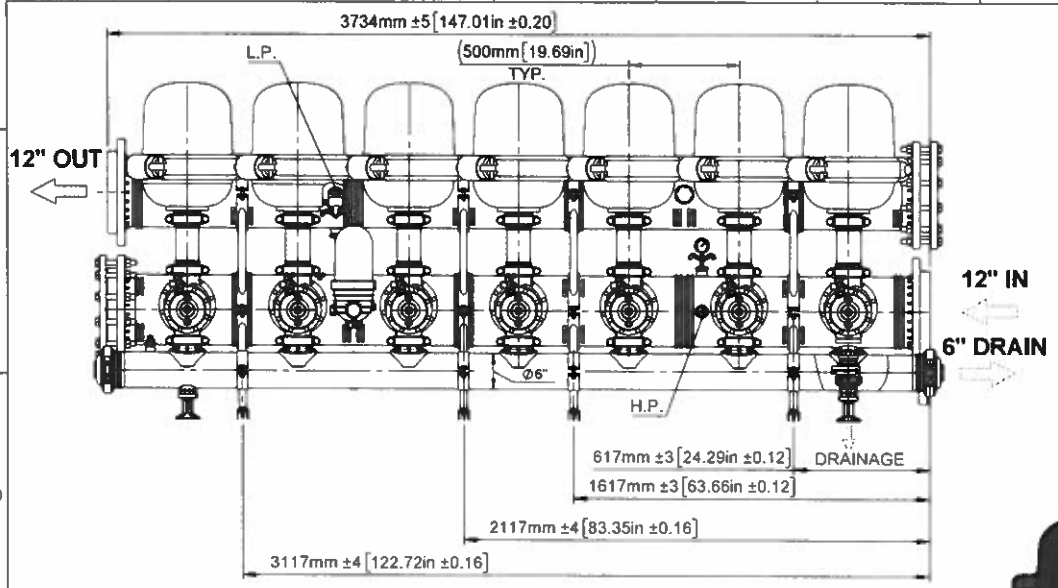
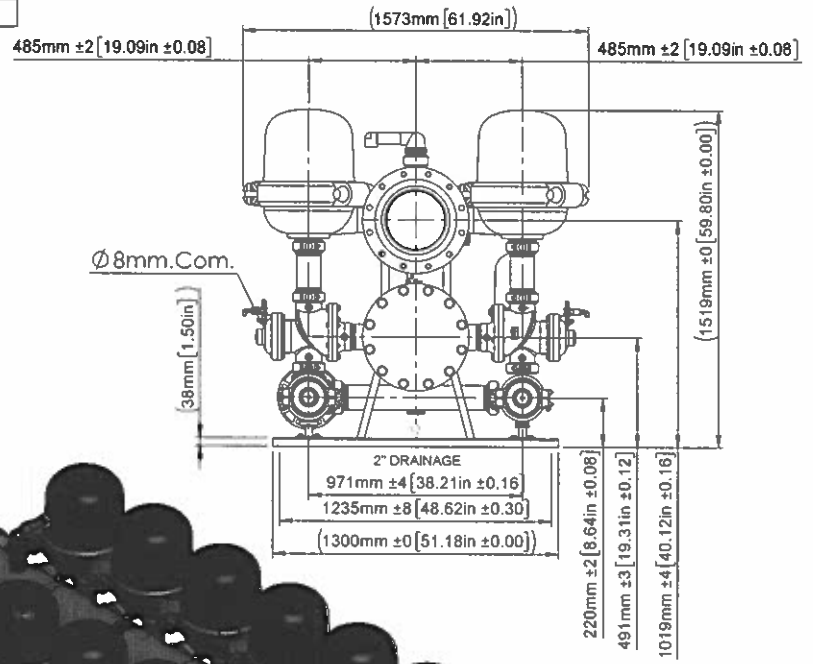
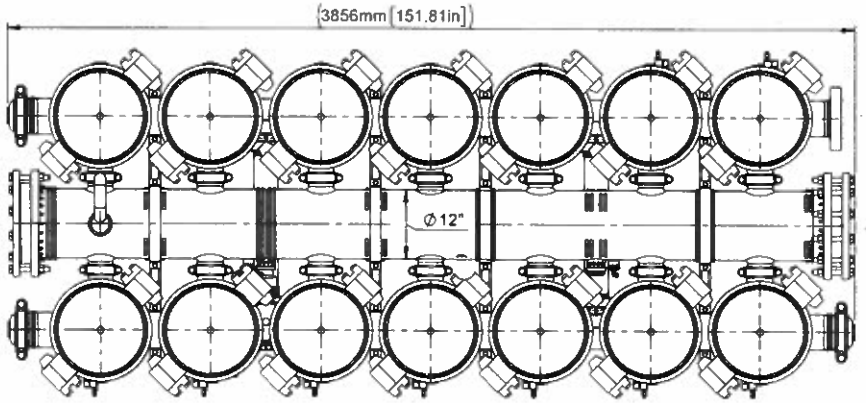
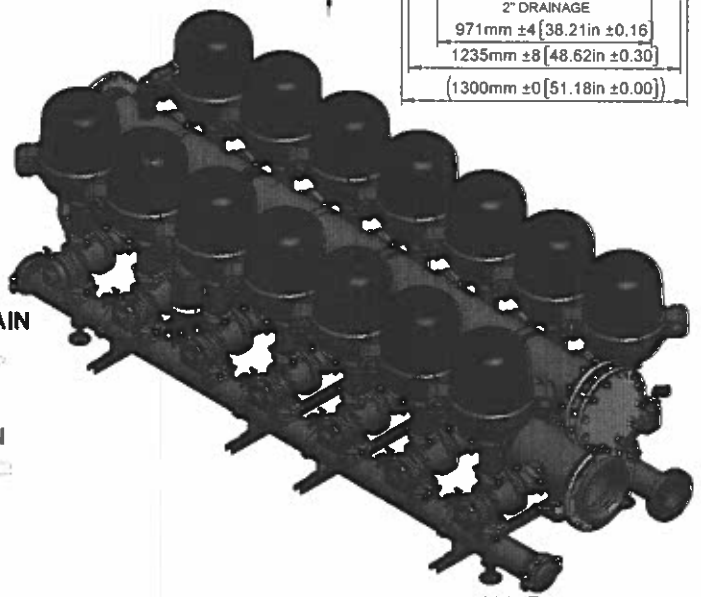
Filtration Degree:	20 µm	55 µm	100 µm	130 µm	200 µm	400 µm
Battery Cat. No:				112021-001232		









ALL FLANGES ACCORDING TO ANSI 150

REV.	DATE	DESCRIPTION	ECO#	NAME
A	03/03/2022	NEW CATALOG NUMBER		OLEG

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN MILLIMETERS

	NAME	DATE
DRAWN	OLEG	03/03/2022
CHECKED	MARINA	03/03/2022
APPROVED	OMRY L.	03/03/2022

Confidential properly information.
Amiad Water Systems Ltd.
Reserves the rights to make changes.
All copy rights reserved to
Amiad Water Systems Ltd.

PART NAME/TITLE: ASSEMBLY DRAWING

SUBJECT/PROJECT: 14"4" S.K. GALAXY FILTERS POLY BAT.

DRY WEIGHT: 1348 KG

MATERIAL: INDUSTRY

CAT. NO: See Filtration Degree Table

WET WEIGHT: 3046.4 KG

DRW. NO: DRW-0000052301

DRW. REV. A

SCALE: 1:22 | SIZE: A3 | SHEET 1 OF 3

Thursday, March 3, 2022 10:09:11

File Location: C:\3DEXPERIENCE\AMIAD\Solidworks\K-Kit Assy\11\112021\Amiad USA\Classic\

File Name: 112021-001232

Request Info	
Type	Budget Amendment
Description	WBRWWTP Drip Site Filter
Justification	Board Meeting 7/18/2022-Rollover $144,000 of funding approved for the West Brunswick WWTP Drip Site Filter Replacement project for award of contract with Waste Water Systems Inc.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
627320	455000	West Regional Wastewater	Cap Outlay-Equipment	144000	Increase	Debit
629800	399200	Interfund Trans Wastewater Fnd	Expendable Net Assets Appropr	144000	Increase	Credit

Total

Grand Total:	288000

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # V. - 20.
Utilities - Withers Ravenel Navassa Waterline Replacement (Brent Lockamy, PE - Deputy Director)

From:
Brent Lockamy, PE

Issue/Action Requested:
Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Professional Services contract with Withers-Ravenel in the amount of $331,000 for engineering services, construction administration, and grant administration associated with the grant funded Navassa Waterline Replacement project.

Background/Purpose of Request:
At the April 19, 2021, Board Meeting, the Board of Commissioners 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 report and submitted those to the State. A Request for Qualifications (RFQ) for design services associated with the repair and replacement of the known issues in the Navassa water system was advertised on April 22, 2022, with responses due on May 26, 2022.

Three Statement of Qualification (SOQ) responses were received. Staff reviewed all SOQs and determined Withers-Ravenel to be the most qualified.

This contract will allow Withers-Ravenel 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 water 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 Withers-Ravenel in the amount of $331,000.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funding available in the Navassa Utility System 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 contract with Withers-Ravenel in the amount of $331,000 for engineering services, construction administration, and grant administration associated with the grant funded Navassa Waterline

Replacement project.

ATTACHMENTS:

Description

- Utilities - Professional Services Agreement - Attach 1

DocuSign Envelope ID: AD7CFB09-AB79-4C9A-8233-43F28F977B84

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 WithersRavenel, Inc. (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 07/18/2024, unless extended or sooner terminated as provided for herein or in the General Conditions of the Contract. Notwithstanding the foregoing, Provider shall complete the Services in accordance with the schedule set forth herein (the "Time of Completion"), unless extended as provided for in the General Conditions of the Contract.

3. TERMINATION

The 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 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.

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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 the 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 the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

6. COMPENSATION

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within 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, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

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 the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security

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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.

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.

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;

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(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 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)

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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 acknowledgement 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 the 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 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.

14. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

15. NON-EXCLUSIVITY

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

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 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

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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 clause, 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 meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause –

(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 Aug.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 (c) of this clause applies, Provider and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency 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;

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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 contract performance, or Provider is notified of such by a subcontractor at any tier or by any other source, Provider shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

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ii. Provider shall report the following information pursuant to paragraph (d)(1) of this clause:

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 (d)(2)(i) of this clause: 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 (e), 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.

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,

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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.

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 the Provider or its subcontractors or consultants be the proximate cause of such Claims. Provider shall be fully

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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.

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

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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, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

(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.

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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 the 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 formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or

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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

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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.

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, Federal Emergency Management Agency, 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, Federal Emergency Management Agency, 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

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one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section Provider and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Provider and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Provider or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of 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 Department of Homeland Security, the Federal Emergency Management Agency,

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and the Department of Labor, and Provider or subcontractor will permit such representatives to interview employees during working hours on the job.

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

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(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.

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

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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.

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

ii. For the Provider: WithersRavenel, Inc.
219 Station Road, Suite 101
Wilmington, NC 28405

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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]

WITHERSRAVENEL, INC.

By: Leonard McBryde III, P.E.

Printed Name: Leonard McBryde III, P.E.

Title: Utilities Director, Wilmington

Date: 6/30/2022

"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"

Brunswick County
Town of Navassa Water Distribution System Rehabilitation

PART 1 – PROJECT DESCRIPTION

Brunswick County acquired the Town of Navassa's water system in July of 2020. The Navassa system was nonviable when Brunswick County acquired it and has identified components that need to be replaced or rehabilitated to bring it to Brunswick County standards. The proposed project consists of:

1. Replace approximately 12,000 LF of water line and associated appurtenance.
2. Install 40 LF of 6-inch PVC water line between the existing Brunswick County 12-inch main distribution line and the existing Town of Navassa 6-inch distribution line, including three (3) fire hydrants to facilitate line flushing.
3. Replace 20 fire hydrants.
4. Install 20 blow-off valves on dead end lines.
5. Exercise all system valves, approximately 150.
6. Install two (2) replacement industrial meters and one (1) advanced metering infrastructure (AMI) base station.

PART 2 – BASIC SERVICES

A2.01 Project Management

A. Engineer shall:

1. Manage the project by keeping the County regularly informed of progress, providing over-sight of the production tasks, and managing the monthly billing and invoicing for the project.

A2.02 Survey and Subsurface Utility Engineering (SUE)

A. Engineer shall:

1. Utilize 811, Lidar, GPS, and Brunswick County information to establish layout and profile.
2. Perform a baseline survey along the project route to establish profile and location of all pertinent planimetric features and field markings provided by SUE. The survey will be for an approximate 30-foot corridor along proposed water main alignment. Horizontal locations will be based on NC State Grid, North American Datum (NAD)'83 (2011) and Vertical control will be based on North American Vertical Datum (NAVD)'88.
3. Perform Level B SUE field investigation using Electromagnetic (EM) and Ground Penetrating Radar (GPR) to designate utilities along the project corridor(s). Mark all utilities in accordance with American Public Works Association (APWA) guidelines using marking paint and/or pin flags. Provide a detailed sketch to the survey crews to use as a reference while locating all the Level B SUE paint. This information will be incorporated into project drawings as needed.
4. Perform Level A SUE (test holes by vacuum excavation) at five (5) locations up to 6-feet in depth to determine information such as size, depth, and material on critical utilities. All test

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hole locations will be conventionally surveyed and incorporated into project drawings. Appropriate traffic control measures will be used where required.

A2.03 Design

A. Engineer shall:

Based on the data and other information developed as part of the preceding Tasks, Engineer will perform the design services that include the following sub-tasks.

1. Conduct a review of compiled data including mapping, SUE, site visit and as-builts plans.
2. Evaluate collected data to determine appropriate methods for addressing project needs.
3. Consider the necessary logistics for maintaining water and sewer service to minimize interruption to service.
4. Prepare plans and specifications for the project per the following sub-tasks:
    a. Prepare 60% Plans/Technical Specification Table of Contents: Plans will include a cover, general notes, plan sheets, project-specific details, and standard project details.
    b. Prepare 90% Plans/Technical Specifications: Contract Documents reflecting review comments in the 60% stage.
    c. Prepare Final Plans/Specifications: Contract Documents reflecting review comments in the 90% stage.
5. Submittal to Division of Water Infrastructure (DWI)
    a. Submit Final Plans/Technical Specifications to DWI for approval.
    b. Address and incorporate review comments from DWI and re-submit to DWI for final approval.
6. Opinion of Probable Construction Cost (OPCC)
    a. Prepare and submit to the OPCC for the project based on the plans and specifications at the 60% and Final submittals.
7. Coordinate design efforts with NCDOT and other applicable permitting agencies with the goal of expediting the permit approvals necessary for the installation.

A2.04 Bidding Phase

A. Engineer shall:

Upon receipt of written authorization from the Owner, Engineer will perform the bidding services that include the following sub-tasks. This Task assumes a two (2) bid process. Additional and/or multiple bids shall be considered Additional Services.

1. Bid Advertisement
    a. Assist in advertising the project for competitive formal bids. This will include preparing the “Notice to Bidders” for use for advertising in local newspapers, plan rooms, and website. All documents must be reviewed and approved by County in advance.
    b. Provide electronic copies of construction documents for advertisement and bidding.

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2. Pre-Bid Meeting

   a. Conduct a Pre-Bid Meeting with Owner, DWI, prospective bidders, and material suppliers. Prepare the agenda, take notes, and prepare a summary report of the meeting for distribution.

   b. Manage the project addendums. After the Pre-Bid meeting, will issue an Addendum with the Pre-Bid Meeting Summary. During the bidding phase, will issue additional addenda as deemed necessary.

3. Bid Opening

   a. Attend the bid opening, prepare the bid tabulation documents, open bids, and read into record, as well as discuss the bid results with the Owner.

   b. tabulate the bids and issue an opinion as to the responsive and responsible low bidder for the project.

A2.05 Construction Administration

A. Engineer shall:

As construction administration and review services are requested, Owner agrees that such administration, review, or interpretation of construction work or documents by Engineer shall not relieve any contractor from liability regarding its duty to comply with the engineering standards for the project and shall not give rise to a claim against a contractor's failure to hold in accordance with the applicable plans, specifications, or standards.

1. Execution of the Construction Contract

   Under this task, the Engineer will assemble the contract documents for and assist the Owner with the execution process between the Contractor and the Owner.

2. Pre-Construction Conference

   The Engineer will attend a Pre-Construction Conference. At the pre-construction conference, procedural guidelines and specific Project requirements will be discussed with the Contractor. Among the items to be addressed are correspondence distribution, shop drawing and scheduling procedures, Notice-to-Proceed date, critical schedule requirements, payment procedures, staging areas, emergency procedures, survey control requirements, quality control procedures and requirements, and coordination with quality assurance testing. The Engineer will prepare and provide a meeting summary to the Owner and the Contractor. The Contractor shall be responsible to provide its Sub Contractors with the meeting summary(s).

3. Construction Contract Administration

   The Engineer will act on behalf of the Owner and act as its representative during the 180-calendar day construction period. The Engineer will provide contract administration required for the Project, including:

   Carry out duties and responsibilities as the Engineer as stated in the General Conditions and Supplemental Conditions of the construction contract; on behalf of the Owner, the Engineer shall administer the construction contract, respond to Contractor correspondence, issue

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instructions from the Owner, and maintain a complete document file for the Project. Documents to be maintained include, but are not limited to:

a) Correspondence,

b) Quality Control Procedures,

c) Construction Observation Records,

d) Shop Drawing Schedule,

e) Shop Drawing and Submittal Log,

f) Change Orders,

g) Scheduling,

h) Project Meetings,

i) Costs And Disbursement Data, and

j) Progress Reports.

Engineer will supervise and manage the work performed by the Resident Project Representative (RPR) during construction.

4. Progress Meetings/Site Visits

   During the 180-Calendar Day construction period, the Engineer will hold monthly progress meetings from Notice-to-Proceed through Substantial Completion. In these meetings, the Owner, Engineer, and the Contractor will address such items including but not limited to schedules, coordination problems, design issues, construction issues, pending change orders, outstanding shop drawings and other submittals, procurement delays, material issues and other issues related to completion of the project.

   Based on on-site observations by the Engineer and RPR, Engineer will keep the Owner informed of the progress of the work and may recommend to the Owner to disapprove or reject work that does not conform to the Contract Documents.

5. Shop Drawing and Submittals Review

   The Engineer will review and respond to Shop Drawings and submittals which the Contractor is required to submit for conformance with the design concept and compliance with the information given in the Contract Documents; The Engineer will transmit one copy of shop drawings to the Owner with written comments. Included in the shop drawing review is the assessment of alternates proposed by the Contractor. Alternate requests will be reviewed for conformance with the Contract Specifications. This subtask assumes the review and response to up to twelve (12) sets of Shop Drawings and up to twelve (12) reviews and responses to other submittals.

6. Review Pay Requests

   Based on the on-site observations, information provided by the RPR, and review of the applications for payment and the accompanying data and schedules, the Engineer will assess the percentage of Project Completion by the Contract and recommend payments to the Contractor in the appropriate amount.

   By recommending payment, Engineer shall not thereby be deemed to have represented those observations made by Engineer to check the quality or quantity of Contractor’s Work in

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progress or have involved detailed inspection of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review or Contractor's Work for the purpose of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

7. Change Orders and Time Extensions

   The Engineer will provide contract administration services in connection with changes to the construction contract that reflect minor changes or deletions requested by the Owner, the Engineer, or the Contractor. The Engineer will maintain a listing of additional costs and credits as a result of change orders. Owner agrees to review change orders prepared by Engineer and issue a directive on its opinion of the change order in writing. Larger changes or claims asserted by the Contractor and/or redesigns, analyses, or evaluation that are beyond the scope of this Scope of Services or required through no fault of the Engineer, requested by the Owner or Contractor, shall be considered Additional Services.

8. Substantial/Final Walk-Through and Certification

   The Engineer will conduct a walk-through review with the Contractor and the RPR to determine if the Project has reached substantial completion and prepare a punch list of work items needed to meet final completion. After the Contractor has addressed the items in the punch list, the Engineer will conduct one final walk-through review to determine if the work is acceptable and is in substantial conformance with the drawings and specifications to the best of the Engineer's knowledge. Once the Engineer and Owner deem the work to be acceptable and in substantial conformance with the drawings and specifications (to the best of the Engineer's knowledge), the Engineer can provide written notice of such to the Owner. Additionally, the Engineer can recommend final payment to Contractor as appropriate. Additionally, the Engineer can certify that the Project was built within substantial conformance with the drawings and specifications (to the best of the Engineer's knowledge), but only if:

   a) Engineer has been allowed to observe construction activities, startup, and testing which he deems appropriate.

   b) Engineer determines that his observations support that the construction was carried out satisfactorily.

   c) Known nonconforming construction has been satisfactorily corrected.

9. Prepare Record Drawings

   Using redline drawings, construction survey, and other information prepared by the Contractor and the RPR, the Engineer will prepare Record Drawings for the Project.

10. Post-Construction Phase

    Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

    a) Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in

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consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

b) Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

c) The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

A2.06 Construction Observation

A. Engineer shall:

The Engineer can provide resident project representative as an optional service to the Owner. The duties are as follows:

1. Observe if construction is proceeding according to the Drawings and Specifications.
2. Document the work in daily field observation reports.
3. Document weather conditions as well as the ability of the Contractor to perform the work.
4. The Task assumes that full time observation will be required during critical stages. Non-critical stages of construction that include activities such excavating existing lines, clearing, stripping, erosion and sediment control, miscellaneous grading, and seeding when only periodic observation may be warranted.
5. The effort for this Task is based on an eight (8) hour work week during the first two months of construction, followed by (16) hour work weeks until substantial completion and then eight (8) hour work weeks until final completion. If the Contractor desires to work on weekends the additional RPR effort and expenses shall be considered additional services.
6. Utilizing the assumptions discussed above, the Engineer has estimated that approximately 300 RPR hours will be required. The Engineer will be paid for the actual number of RPR hours worked at an hourly fee of $118/hour, which includes expenses. The Engineer has no control over inclement weather, the sequence, productivity, and, most importantly, the timing with which the Contractor will complete the work, and thus the number of field observation hours may differ from the 300 hours estimate. The Engineer will only be paid for the actual number of RPR hours worked. A day-by-day log will be kept of RPR hours so that the Owner can track the expenditure of these hours. If conditions of the Contract or the scope of the work defined in the Contract between the Contractor and the Owner is modified, such that the contract time is extended, then the Engineer reserves the right to negotiate an increase in the budget for this task.
7. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
8. Standards of Performance

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a. Engineer shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Contractor.

b. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

c. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Engineers.

A2.07 Funding Administration

A. Engineer shall:

General Administration and Financial Management

1. Attend the project kick-off meeting with DWI to review CWSRF loan requirements.
2. Assist the Owner in completing DWI paperwork including state assurances, progress reports, monitoring report forms, and others as required by DWI for the project.
3. Assist the Owner in completing DWI requisition payment requests and compile necessary supporting documentation for the Owner to review, execute and submit to DWI.
4. Act as liaison between the Owner and DWI.
5. Provide ongoing technical assistance regarding CWSRF regulations and DWI requirements.
6. Assist the Owner in close-out procedures and paperwork.

B. Project Implementation

1. Provide oversight and guidance of procurement procedures in accordance with DWI requirements and applicable federal and state regulations.
2. Assist in complying with regulations regarding property acquisitions and easements, if necessary.
3. Conduct coordination sessions with the project engineer, Construction Administrator and Construction Observer, Owner , DWI, and construction Contractor.
4. Provide quality control and quality assurance reviews with the project engineer and Construction Administrator in the creation of bid documents, solicitation of bids, pre-bid meeting, review of bids, assembly of construction contracts, and pre-construction meeting to comply with state and federal regulations, including minority business recruitment.
5. Support the Owner to complete necessary construction-related public notifications.
6. Work with Owner to ensure compliance with all DWI guidelines during design, bidding, and construction.
7. Confirm debarment clearance for all contractors for the Owner to verify.

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8. Participate in the pre-bid and pre-construction meetings by presenting CWSRF guidelines and discussing what will be expected from DWI during the course of the project.
9. Assist in processing construction Contractor payment requests approved by the Construction Administrator and Owner, to be submitted to DWI.
10. Obtain federal wage decision(s) from the U.S. Department of Labor website.
11. Compare the federal prevailing wage decision(s) to the certified payrolls, timesheets, and supporting documentation to identify potential issues, follow up on any discrepancies.
12. Conduct reviews of weekly certified Davis-Bacon payrolls (for up to 8 total Contractors/Subcontractors under Basic Services and based on an estimated construction time period of 180 days).
13. Conduct at least one set of employee interviews with each trade represented on-site for Davis-Bacon compliance, until a representative of trades and construction phases are obtained (for up to 8 total Contractors/Subcontractors under Basic Services and based on an estimated construction time period of 180 days).
14. Obtain construction inspection reports and photos from the Construction Observer to verify Davis-Bacon compliance, as needed.
15. Work with the Owner to prepare all necessary Davis-Bacon paperwork needed for inspections.

PART 3 – TIMELINE FOR SERVICES

A3.01 *Engineer's Timeline for Services*

A. Engineer will begin work upon receipt of executed contract and/or written notice to proceed from the County. The funding program requires projects to be awarded for construction within 24 months of the date of the LIF. Specific milestones related to the Engineering Services are as follows:
    1. Bid & Design Package Submittal: December 1, 2022

PART 4 – ADDITIONAL SERVICES

A4.01 *Additional Services Requiring Owner's Written Authorization*

A. Environmental Information Documentation that is not detailed above.
B. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
    1. All permitting fees;
    2. Any work previously provided in other proposals;
    3. Any other services not specifically listed within the Scope of Services.
    4. Annexation Plats
    5. Boundary Surveys;
    6. Tree survey/cover report by Registered Forester;
    7. Platting services;
    8. Plot Plans;
    9. ALTA Surveys;

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10. GIS mapping services;
11. Easements, Easement/ROW Plats;
12. Wetland Delineations;
13. Wetland/Buffer Determinations;
14. Phase I & II ESA's;
15. Geotechnical services;
16. Architectural and MEP services;
17. Structural Services;
18. Arborist/Registered Forester Services;
19. Site Plans;
20. Detailed lot grading;
21. Offsite utility or road improvements;
22. Pump Station design and permitting;
23. Force main design and permitting;
24. On-site water/sewer design;
25. Equipment Selections/Design;
26. Additional Meetings/Site Visits;
27. Adjacent property owner discussions;
28. Neighborhood meetings;
29. Attendance at formal regulatory meetings unless noted above;

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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. Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount based on the following estimated distribution of compensation:

	Amount
a. Project Management	$ 22,000
b. Survey and SUE	$ 57,000
c. Design	$ 94,000
d. Bidding Phase	$ 15,000
e. Construction Administration	$ 36,000
f. Funding Administration	$ 50,000
Total	$ 274,000

2. An Hourly amount with an estimated budget of:

a. Construction Observation	$ 57,000

3. Fee Summary

a. Lump Sum	$ 274,000
b. Hourly	$ 57,000
Total	**$ 331,000**

4. Engineer may alter the distribution of compensation between individual 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.
5. The Lump Sum includes compensation for Engineer's services and services of Engineer's Engineers, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
6. 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.

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7. 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 Agreement.

8. The Hourly Fee Budget estimate includes expenses such as mileage, printing, per diem, and similar expenses.

9. Owner shall pay Engineer for Basic Services by an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project and reimbursable expenses which are include in the Hourly Fee Budget.

10. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

11. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit.

12. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

13. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # VI. - 1.
Emergency Services - IEM Services Agreement

From:
Edward Conrow

Issue/Action Requested:
Request the Board of Commissioners approve a Services Agreement between IEM and Brunswick County for consulting services to conduct an update of the County-wide Emergency Operations Plan and Continuity of Operations Plan.

Background/Purpose of Request:
The current Emergency Operations Plan and Continuity of Operations Plans we identified as areas that need to be updated. Under the direction of the Board of Commissioners a request for proposals was issued and IEM was selected unanimously by the selection committee.

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

Amendment appropriates fund balance of $159,500 for the County's Emergency Operations Plan and Continuity of Operations Plan. This fund balance was committed and available because of the $10,000,000 standard allowance of ARPA funds used for general government services in the prior year. A preliminary list of Non-Eligible Projects for the Under $10,000,000 ARPA funding was provided at the May 16, 2022, board meeting and this was not a considered project at the time. Funds of $1,100,000 were earmarked for future projects and overruns. These funds will be reduced by $159,500 resulting in a “Remaining Funds” project balance of $940,500.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve a Services Agreement between IEM and Brunswick County for consulting services to conduct an update of the County-wide Emergency Operations Plan and Continuity of Operations Plan.

ATTACHMENTS:

Description

- Budget Amendment
- Services Agreement

Request Info	
Type	Budget Amendment
Description	EMS Operations Continuity Plan
Justification	Board Meeting 07/18/2022-Appropriate fund balance of $159,500 for award of contract for the rewrite process for the County Emergency Plan and Continuity of Operations Plan.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	159500	Increase	Credit
104330	419900	Emergency Services	Prof Ser-Other	159500	Increase	Debit

Total	
Grand Total:	319000

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NORTH CAROLINA

SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and Innovative Emergency Management, Inc. d/b/a IEM, a Louisiana corporation, (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as the "Services" or the "Project") are more fully set forth in the Request for Proposals entitled "Emergency Operations Plan and Continuity of Operations Plan Update," as published by Brunswick County on May 9, 2022, and any addenda thereto, and in Provider's submitted Proposal dated May 23, 2022. The terms and conditions of the Request for Proposals and the entirety of Provider's submitted Proposal are incorporated by reference as if fully set forth herein. The fees for said Services are set forth in Exhibit "A" attached hereto and incorporated herein by reference. 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 July 18, 2022 (the "Effective Date") and continues in effect until July 17, 2023, unless sooner terminated as provided herein. Notwithstanding the foregoing, Provider expressly acknowledges and agrees that the duration of the Project is expected to be eight (8) months, as more fully set forth in the Project Schedule in the Proposal. 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.

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3. NONAPPROPRIATION

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

4. COMPENSATION

County agrees to pay Provider One Hundred Fifty-Nine Thousand Four Hundred Ninety-Four and No/100 Dollars ($159,494.00) for the Services associated with the various tasks set forth in Exhibit "A" and satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

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6. PROVIDER REPRESENTATIONS

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

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

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

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

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

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

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

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

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

j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

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7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

9. NON-EXCLUSIVITY

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

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

11. DEBARMENT

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

12. INDEMNIFICATION

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

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13. INSURANCE

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

14. WORKERS' COMPENSATION

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

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

15. REMEDIES

a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

   i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

   ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

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b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

16. TAXES

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

17. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

18. NON-DISCRIMINATION IN EMPLOYMENT

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

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19. COMPLIANCE WITH E-VERIFY PROGRAM

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

20. CONFIDENTIAL INFORMATION

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

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

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

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

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

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

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

f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives

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such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

21. OWNERSHIP OF WORK PRODUCT

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

22. NO ASSIGNMENT WITHOUT CONSENT

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

23. GOVERNING LAW AND VENUE

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

24. DISPUTE RESOLUTION

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

25. GOVERNMENTAL IMMUNITY

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

26. NON-WAIVER

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

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27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

28. HEADINGS

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

29. SEVERABILITY

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

30. AMENDMENTS

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

31. NOTICES

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

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

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

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

ii. For the Provider: Innovative Emergency Management, Inc.
P.O. Box 110265
Research Triangle Park, NC 27709

32. SIGNATURES

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

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ATTEST:

BRUNSWICK COUNTY

_____
Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

INNOVATIVE EMERGENCY MANAGEMENT, INC.
D/B/A IEM

By: _____

Printed Name: Keith Reynolds

Title: Manager of Contracts

Date: 7/13/2022

"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"
Tasks and Fees

Staff	Position	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Total Hours & Cost
		Project Management	EOP Initial Plan Review	EOP Initial Draft	EOP Plan Revision Workshops	EOP Final Draft	COOP Initial Plan Review	COOP Plan Development	COOP Countywide Plan	COOP Training	COOP Final Plan	
Houk, Krista	Manager, State & Local Prep	4	0	0	0	4	0	0	0	0	4	12
Canady, Katie	Mid-Level Planner	24	18	180	60	84	4	12	8	18	12	420
Bartis, Melanie	State & Loc Preparedness Sup	4	4	24	12	12	0	0	0	0	6	62
Pensyl, Jennifer	Emergency Mgmt Specialist	4	0	0	0	0	48	180	48	32	24	336
Moore, Aaron	Mgr, Planning and Ops Suppo	0	0	0	0	0	2	24	16	16	2	60
Roebuck, Angel	Mid-Level Planner	0	0	0	0	0	24	180	40	4	16	264
Steinauer, John	Transportation Analyst, Sr	0	0	20	4	0	0	0	0	0	0	24
Houk, Bill	Fire Services SME	0	0	16	4	0	0	0	0	0	0	20
Griffith, Donald	Director of Response Ops	0	0	8	2	0	0	0	0	0	0	10
Golden, Cory	Mid-Level Planner	0	12	32	8	16	0	0	0	0	0	68
Welch, Brandy	Emergency Mgmt Specialist, S	0	8	32	4	0	0	0	0	0	0	44
Wolfe, Erika	Mid-Level Planner	0	4	32	8	16	0	0	0	0	0	60
Zupanc, Rudy	Law Enforcement SME	0	0	16	2	0	0	0	0	0	0	18
Factor, Patricia	Disaster Recovery Spec II	0	0	32	6	4	0	0	0	0	0	42
Merchan, Jennife	Technical Editor	8	0	36	6	36	0	36	24	4	24	174
Lo, Angela	Jr Graphic Designer	8	0	16	0	16	0	8	4	2	4	58
Labor Hours		52	46	444	116	188	78	440	140	76	92	1,672
Labor Cost		$ 4,560.00	$ 4,346.00	$ 42,024.00	$ 10,982.00	$ 15,784.00	$ 7,994.00	$ 43,264.00	$ 13,796.00	$ 8,100.00	$ 8,644.00	$ 159,494.00
Total Estimated Cost		$ 4,560.00	$ 4,346.00	$ 42,024.00	$ 10,982.00	$ 15,784.00	$ 7,994.00	$ 43,264.00	$ 13,796.00	$ 8,100.00	$ 8,644.00	$ 159,494.00

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # VI. - 2.
Governing Body - NCACC Voting Delegate

From:
Daralyn Spivey

Issue/Action Requested:
Request that the Board of Commissioners designate Commissioner Forte as the voting delegate and Commissioner Thompson as the alternate voting delegate to represent Brunswick County at the NCACC Annual Conference in Cabarrus County and the NCACC Legislative Goals Conference.

Background/Purpose of Request:
The NCACC 115th Annual Conference will be held in Cabarrus County August 10-14, 2022. During the business session on Saturday, August 13, at 2:00 p.m., each county will be entitled to one vote on items that come before the membership, including election of the NCACC Second Vice President. In order to facilitate this process, each county is asked to designate one voting delegate prior to the Annual Conference.

The NCACC Legislative Goals Conference will be held November 16-17 in Wake County. Delegates will vote on the slate of goal proposals that have been thoroughly vetted with the final slate of proposals to be brought before the Association's membership in November.

Submission for these delegate appointments will need to be made by August 5, 2022.

One person can serve as a delegate for both Conferences if so desired.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # VI. - 3.
Utilities - Lead & Copper Mitigation Program (Brent Lockamy, PE - Deputy Director)

From:
Brent Lockamy, PE

Issue/Action Requested:
Request that the Board of Commissioners authorize the use of $1.4 million in County ARP funds to create and fund a Lead & Copper Mitigation Program through December 2026 and approve an associated budget amendment. The program includes approval of a full-time employee position, consulting services for creation of an inventory database, and some anticipated construction costs for service line replacement.

Background/Purpose of Request:
The Environmental Protection Agency has revised its rule regulating lead and copper in public drinking water systems. The revised rule went into effect December 16, 2021. Brunswick County Public Utilities is required to be in full compliance by October 16, 2024. The changes involve sampling requirements and procedures, record keeping, required remedial action including replacement of utility and customer service lines, and related public notifications and education.

It will be necessary to procure the services of an engineering firm, or consultant, specializing in creating and maintaining lead and copper service inventory databases; creating a public education and outreach plan and associated materials; tracking sampling requirements, frequency, and results; reviewing and optimizing corrosion control treatment plans; creating a lead service line find and fix plan; and creating a lead service line replacement plan. It is anticipated the consultant will be selected through a Request for Proposal (RFP) process and will be subject to Board approval.

Approval of a new position, a Lead and Copper Mitigation Program Manager (grade 22 - Water Distribution Division), is recommended. This position will be responsible for assisting the consultant in gaining access to records necessary for the creation of the service database; monitoring and evaluating the performance of the consultant; scheduling the required sampling; and acting as a liaison to schools and childcare facilities; managing customer requests and water pitcher disbursement, reviewing reports created by the consultant; overseeing and updating the inventory database, and assuring the required documentation is provided to the appropriate State agencies to assure compliance with the Lead and Copper Rule (revised).

The Brunswick County ARPA Committee reviewed and approved the Project Request and Eligibility Determination attached.

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Reviewed By Director of Fiscal Operations
Budget amendments and the associated grant project ordinance appropriates $1,400,000 in ARPA funds for a Lead & Copper Mitigation Program.

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners authorize the use of $1.4 million in County ARP funds to create and fund a Lead & Copper Mitigation Program through December 2026 and approve an associated budget amendment. The program includes approval of a full-time employee position, consulting services for creation of an inventory database, and some anticipated construction costs for service line replacement.

ATTACHMENTS:

Description

- Utilities - Eligibility Determination Lead and Copper - Attach 1
- Grant Project Ordinance
- Budget Amendment-Project
- Budget Amendment-Position

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American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover Fund Project Request and Eligibility Determination

This document is to be completed by the person or persons requesting American Rescue Plan Act of 2021 Coronavirus State and Local Government Fiscal Recovery Fund monies. The request with proceed through the [LOCAL GOVERNMENT NAME HERE]'s review process. The requestor will receive notice if the project is approved, with instructions on how to proceed.

BASIC INFORMATION AND DESCRIPTION

Program/Project Name:	**Lead and Copper Program**
Program/Project Description:	In 1991, EPA published a regulation to control lead and copper in drinking water. This regulation is known as the Lead and Copper Rule (also referred to as the LCR). Since 1991 the LCR has undergone various revisions, with major changes to the rule enacted in 2021. These include: • Using science-based testing protocols to find more sources of lead in drinking water. • Establishing a trigger level to jumpstart mitigation earlier and in more communities. • Proactive outreach and public education to inform and encourage stake holders to participate in the program. • Driving more and complete lead service line replacements. • For the first time, requiring testing in schools and childcare facilities. • Requiring water systems to identify and make public the locations of lead service lines The rule establishes a new threshold of 10 ppb, that when exceeded, requires more and rapid implementation of corrosion control treatment to reduce lead in drinking water. The old rule allowed up to 48 months—four years—to pass in our small towns after a system exceeded the 15 ppb action level before corrosion control was in place. The new rule's trigger level requires systems that already have corrosion control to re-optimize their treatment. It also requires systems that do not have corrosion control to conduct a corrosion control study to identify the best treatment approach. If that system exceeds the action level in the future, the system must install the treatment it identified in its study right away. The 10 ppb trigger level also requires systems to start lead service line replacement programs. Under the new rule, water systems will be required to fully replace at least 3 percent of lead service lines each year when 10 percent of sampling results are above 15 ppb. Under the new rule, systems: • Must have a plan in place and must start replacing lines as soon as sample results are above the trigger or action level. • If a sample taken from a home has a result over 15 ppb of lead, the water system must notify occupants of the home within three days • Cannot avoid replacing lead service lines through testing. • Are required to replace the water system-owned portion of a lead service line when a customer chooses to replace their customer-owned portion of the line. • Utilities are required to help identify the source of lead within the home. (Find & Fix) (i.e., identify problems with individual sample sites, pipes, faucets, fixtures, etc.) Additionally, partial lead service line replacements, which can lead to short term spikes in lead concentrations, will not meet the new requirements. Under the old rule, partial service line replacements were allowed and were common.
Responsible Department:	Utilities
Program/Project Manager Name:	Mickey Thompson
Total Amount Requested:	$1,400,000
Internal Account Code(s): **(assigned by Finance)**	**230012**
Treasury Expenditure Category Level:	**5 Infrastructure**
Treasury Expenditure Category:	**5.12 Drinking water: Trasmission & distribution: lead remediations**
Location:	Brunswick County

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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.	Yes, as a regulated utility, Brunswick County must meet the federal Lead and Copper rules and will need to continue to fund the program after ARPA funds are exhausted. Exact amounts are not known at this time but include employee compensation, fringe benefits, materials and supplies, training and education, direct administrative costs, program manager vehicle, sampling, as well as an increased focus in later years of construction costs associated with actual service line replacement, financing plans, and additional staffing for construction services.

ELIGIBILITY REVIEW

Please select appropriate ARP/CSLFRF Category below and complete the required information. Note that each requested project may only be associated with one of the following categories: 1. Public Health; 2. Negative Economic Impact; 3. Premium Pay; 4. Water, Sewer, Stormwater Infrastructure; 5. Broadband; or 6. Revenue Replacement (Government Services). Please complete all information in the applicable category and attach any required additional justifications and documentation.

1. Public Health

A. Enumerated Uses/ Safe Harbors (Must select one)

☐ COVID-19 mitigation & prevention*
☐ Medical expenses*
☐ Behavioral health care*
☐ Preventing & responding to violence*

☐ **Not on Enumerated List (Must complete Box B.)**

**See detailed list of enumerated projects in each of these categories on pages 14-16 of the Overview of the Final Rule.*

B. Written Justification (Please provide detailed responses to both these questions if checked "Not on Enumerated List" in Box A)

(1) What is the specific negative public health impact or harm experienced by an individual or a class?

(2) How does proposed project address the negative public health impact or harm?

C. Is the **project reasonably designed to benefit** the individual or class that experienced a public health impact or harm?	☐Yes	☐No
D. Is the project **related and reasonably proportional** to the extent and type of public health impact or harm experienced?	☐Yes	☐No
E. Does proposed project involve a capital expenditure between $1 million and $10 million?	☐Yes – Proceed to Box F.	☐No – Proceed to Box G.
F. Is proposed project on enumerated list in Box A? **Written justification must include the following elements:* • *Describe the harm or need to be addressed;* • *Explain why a capital expenditure is appropriate; and* • *Compare the proposed capital expenditure to at least two alternative capital expenditures and demonstrate why the proposed capital expenditure is superior.*	☐Yes – Record written justification* in file, but not required in Project & Expenditure Reports	☐No – Record written justification* in file and include in Project & Expenditure Reports
G. Does the proposed project involve a capital expenditure of $10 million or more?	☐Yes – Record written justification* for file and include in Project & Expenditure Reports	☐No – No further action required.

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.*

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Beneficiaries Who Experience Negative Economic Impact from the Pandemic

☐ Low-moderate income households or communities
☐ Household that experienced unemployment
☐ Households that experienced increased food or housing insecurity
☐ Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund Program, or Medicaid
☐ When providing affordable housing programs: households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
☐ When providing services to address lost instructional time in K-12 schools: any student that lost access to in-person instruction for a significant period
☐ Small business that experienced decreased revenue or gross receipts, increased costs, financial insecurity, or other financial challenges due to the pandemic
☐ Nonprofit the experienced decreased revenue, increased costs, financial insecurity, or other financial challenges due to the pandemic
☐ Travel, tourism, hospitality industries
☐ Other industry that experienced at least 8% employment loss from pre-pandemic levels or is experiencing comparable or worse economic impacts as national tourism, travel, and hospitality sector
☐ Local government

Beneficiaries Who Experienced Disproportionately Negative Economic Impact from the Pandemic

☐ Low-income households and communities
☐ Households residing in a Qualified Census Tract (QCT)
☐ Households that qualify for Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.
☐ Small businesses operating in a Qualified Census Tract (QCT)
☐ Nonprofits operating in a Qualified Census Tract (QCT)

☐ **Not on enumerated list (Must complete Box B.)**

B. Written Justification (Provide detailed response to this question if proposed beneficiary not on enumerated list in Box A)

Define the group/class/geographical area that experienced a negative economic impact from the COVID-19 pandemic. Be specific in defining group/class/area and in defining the negative economic impact to the group/class/area. Provide QCT map.

C. Enumerated / Safe Harbor Projects (Must Select One)

Projects for Negatively Economically Impacted

Households & Communities
☐ Food assistance & food banks
☐ Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
☐ Health insurance coverage expansion
☐ Benefits for surviving family members of individuals who have died from COVID-19
☐ Assistance to individuals who want and are available for 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

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,

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& development of job and workforce training centers
☐ Financial services for the unbanked and underbanked
☐ Burials, home repair & home weatherization
☐ Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
☐ Cash assistance
☐ Paid sick, medical, and family leave programs
☐ Assistance in accessing and applying for public benefits or services
☐ Childcare and early learning services, home visiting programs, services for child welfare- involved families and foster youth & childcare facilities
☐ Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
☐ Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing

Small Businesses
☐ Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs
☐ Technical assistance, counseling, or other services to support business planning

Nonprofits
☐ Loans or grants to mitigate financial hardship
☐ Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

Travel, Tourism, Hospitality Industry
☐ Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
☐ Technical assistance, counseling, or other services to support business planning
☐ COVID-19 mitigation and infection prevention measures (see section Public Health)

Local Government
☐ Public safety, public health, and human services salaries/benefits, to extent responding to the COVID-19 public health emergency
☐ Restoring pre-pandemic employment levels
☐ Effective service delivery

greening/vacant lot cleanup & conversion to affordable housing
☐ Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
☐ Schools and other educational equipment & facilities

Small Businesses
☐ Rehabilitation of commercial properties, storefront improvements & façade improvements
☐ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
☐ Support for microbusinesses, including financial, childcare, and transportation costs

☐ **Not on enumerated list (Must proceed to Box D.)**

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?

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E. Is the **project reasonably designed to benefit** the individual or class that experienced a public health impact or harm?	☐Yes	☐No
F. Is the project **related and reasonably proportional** to the extent and type of public health impact or harm experienced?	☐Yes	☐No
G. Does proposed project involve a capital expenditure between $1 million and $10 million?	☐Yes – Proceed to H.	☐No – Go to Box I.
H. Is proposed project on enumerated list in Box C? **Written justification must include the following elements:* • *Describe the harm or need to be addressed;* • *Explain why a capital expenditure is appropriate; and* • *Compare the proposed capital expenditure to at least two alternative capital expenditures and demonstrate why the proposed capital expenditure is superior.*	☐Yes – Record written justification* for file, but not required in Project & Expenditure Reports	☐No – Record written justification* for file and include in Project & Expenditure Reports
I. Does the proposed project involve a capital expenditure of $10 million or more?	☐Yes – Record written justification* for file and include in Project & Expenditure Reports	☐No – No further action needed

3. Premium Pay

Please provide description of project and attach any necessary documentation. Must conform with requirements in 31 CFR 35.6(c). (More details on this expenditure category are available here.)

4. Water, Sewer, Stormwater Infrastructure

Please provide description of project and attach any necessary documentation. Must conform with requirements in 31 CFR 35.6(e)(1).

The Lead and Copper Program will address lead in drinking water and provide household water quality testing that are within the scope of the programs the EPA is authorized to establish under the Safe Drinking Water Act including, but not limited to, staffing of the program, development of a lead service line inventory, public outreach, provision of water filters, testing, lead service line replacement, corrosion control, financial assistance programs, and ongoing management of the inventory and program.

In the case of lead service line replacement projects, the full length of the service line shall be replaced and not only a partial portion of the service line.

Choose eligible EPA Program from drop-down box below:

DWSRF-Transmission and Distribution

5. Broadband Infrastructure

Please provide description of project and attach any necessary documentation. Must conform with requirements in 31 CFR 35.6(e)(2).

6. Revenue Loss

This portion of ARP/CSLFRF funds may be used for the provision of government services. Please provide description of project and attach any necessary documentation. Note that water, sewer, stormwater, and broadband projects may be funded in this category, without having to meet all of the criteria specified in the other categories.

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Program 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	**250,000**	**Yes**	**100%**	Effort Certification forms for reporting, payroll records, pay schedule, timesheets (non-exempt)
200.431	Fringe Benefits	**100,000**	**Yes**	**100%**	Written benefits policy
200.475	Travel	**20,000**	**Yes**	**100%**	
200.439	Equipment & Other Capital	**50,000**	**Yes**	**100%**	Additional justification for capital projects over $1M, COI documentation, procurement documentation, property management
200.453	Materials & Supplies	**20,000**	**Yes**	**100%**	Procurement documentation
200.318 & 200.92	Contractual Services & Subawards	**550,000**	**Yes**	**100%**	**Consultant $490K, Sampling $60k** Sub/Contractor Classification Checklist, Agreements, COI, risk assessment, monitoring plan, procurement documentation
200.459	Consultants / Professional Services	**380,000**	**Yes**	**100%**	Agreements, COI documentation, procurement documentation
200.465	Occupancy (Rent & Utilities)				Agreements, COI documentation, procurement documentation, program income
200.471	Telecommunications				
200.473	Training & Education	**5,000**	**Yes**	**100%**	
200.413 (c)	Direct Administrative Costs	**25,000**	**Yes**	**100%**	**Accounting, Grant Administration** Effort Certification forms for reporting, payroll records, pay schedule, timesheets (non-exempt)
	Add'l Cost Item		Choose an item.		
	Add'l Cost Item		Choose an item.		
	Total Project Budget	**1,400,000**			

Administrative Classification

Administration Type	☒ In-House	☒ Contractor/Vendor	☐ Sub-Recipient/Subaward
If Contractor/Vendor or Sub-recipient, has this been verified using the Classification Checklist?		☒ Yes	☐ No

Program Sub-Recipient and/or Contractor List:

Name	Tax ID #	Completion of Classification Checklist?	Contractor or Sub-Recipient	DUNS #/UEI	Date checked SAM.gov
		Choose an item.	Choose an item.		
		Choose an item.	Choose an item.		
		Choose an item.	Choose an item.		

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Key Project Dates

Due Date	Task Type	Task Description	Status
October 16, 2024	Project Task	Develop & implement program. Report status.	Not Started
October 16, 2024	Project Task	Lead & Copper Service Database	Not Started
December 31, 2026	Period of Performance	Maintain database. Find & replace lead services	Not Started

Certification

I certify that I have reviewed the ARP Policy (link), Final Rule, Final Rule Overview and ARP Compliance and Reporting Guidance and Requirements and understand the responsibilities as project manager in providing detailed documentation, maintaining proper monitoring and compliance and submitting complete quarterly reporting packages in a timely manner to ensure deadlines are met. CERTIFY ☒

Reports on all projects (including subawards) are due to US Treasury within 30 calendar days after the end of each calendar quarter. Departments will be required to submit detailed reporting requirements to Finance for review to meet quarterly deadline. ARP funds may be used to cover eligible costs incurred during the period of March 3, 2021 - December 31, 2024. Obligations incurred by December 31, 2024 must be expended by December 31, 2026.

ALL projects will have to be defended to the US Treasury in reporting.

ARPA Committee to Complete

PROHIBITIONS VERIFICATION:

By checking these boxes, the ARPA Committee attests that the statements are true.

☐ Project does not contravene the statutory purpose of ARP, including program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19
☐ No Conflict of Interest
☐ Complies with all state and federal laws and local ordinance
☐ No pension fund deposit
☐ No borrowings or debt service
☐ No financial reserves

Uniform Guidance Compliance Requirements:

By checking these boxes, the ARPA Committee attests that the statements are true.

☒ Financial Management Compliance (adopted grant project ordinance; accounting system that tracks obligations and expenditures by project and provides comparison to budgeted amounts; appropriate journal entries completed and documented)
☒ Internal Controls (adopt and routinely monitor internal controls related to all financial processes for receiving, managing, obligating, and expending the federal award funds)
☒ Civil Rights Compliance (policy adopted and implemented)
☒ Eligible Project Documentation (policy adopted and this worksheet completed and approved according to the policy)
☒ Allowable Cost / Cost Principles Compliance (policy adopted and this worksheet completed and approved according to the policy)
☒ UG Procurement Compliance (only if appliable; policy adopted and implemented)
☒ UG Property Management Compliance (only if applicable; policy adopted and implemented)
☒ Program Income Compliance (only if applicable; policy adopted and implemented)
☒ Subaward Compliance (only if applicable; policy adopted and implemented)

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Program/Project #: 6
Program/Project Short Name: Lead and Copper Program

Legal to Complete

STATE LAW AUTHORITY:

130A-315 compliance with public water system standards for lead and copper

ARP EILIGIBILTY (Final Rule):

35 CFR 35 at 126-127 projects to identify and remediate lead in water, including line replacement. Expenses in connection with EPA Lead and Copper rule.

Signature Approvals

Requester/Department Head (Email Approval Accepted)	6/8/2022 Date
Designated ARP Funding Manager (Email Approval Accepted)	6/8/2022 Date
Legal	6/8/2022 Date
Director of Finance	6/8/2022 Date
County Manager	6/9/2022 Date

Provide signed copy of ARPA Project Eligibility Determination and Documentation Template to ARPA Committee at ARPA.Committee@brunswickcountync.gov for review and approval.

Once approved, all projects require an agenda item for BOCC approval. ARP Committee MUST approve project template prior to agenda item being completed.

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ARPA Grant Project Ordinance
(Lead and Copper 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	$	9,164,300
Salary and Wages - Reimburse		
Premium Pay		1,909,016
Direct Administrative - Grants Management		105,000
Lead and Copper		268,750
Fringe Benefits Reimbursement		
Premium Pay		460,527
Direct Administrative - Grants Management		40,000
Lead and Copper		106,250
Direct Cost Administrative Reimbursement		5,000
Professional Services - Other - Lead and Copper		380,000
Motor Fuels - Lead and Copper		20,000
Supplies and Materials - Lead and Copper		20,000
Training and Expense - Lead and Copper		5,000
Contract Services - Lead and Copper		550,000
Vehicles on Road - Lead and Copper		50,000
Repair and Maintenance Grounds - Parks		1,497,000
Capital Outlay Improvement - Parks		503,000
Transfer to General Fund		
Revenue Replacement General Government Services		
Law Enforcement Salary and Benefits 7/1/21-3/31/22		10,000,000
Transfer to Sewer Fund		
Capital Outlay ARP Transfer Main Project - Trailwood Force Main		126,989
Transfer to Water Capital Project Fund		
Architectural/Engineering/Legal - St. James SE Area Improvements		175,480
Construction - St. James Area Improvements		1,754,799
Total Grant Fund Expenditures	**$**	**27,141,111**

Section 4: The following revenues are anticipated to be available to complete the project:
ARP/CSLFRF Funds: $1,400,000.00

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 18th day of July, 2022.

_____

Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____

Daralyn Spivey, NCCCC
Clerk to the Board

Request Info	
Type	Budget Amendment
Description	ARP Lead and Copper Program
Justification	Board Meeting 07/18/2022 - Appropriate $1,400,000 of the American Rescue Funds for the Lead and Copper Program. Project will replace lead service lines as per EPA requirements/regulations in the Lead and Copper Rule for safe drinking water.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
230010	464052	American Rescue Plan	American Rescue Plan	-1400000	Decrease	Credit
230012	412990	ARP Project 6-Lead and Copper	Salary and Wages - Reimburse	268750	Increase	Debit
230012	418900	ARP Project 6-Lead and Copper	Fringe Benefits Reimbursements	106250	Increase	Debit
230012	419900	ARP Project 6-Lead and Copper	Prof Ser-Other	380000	Increase	Debit
230012	425100	ARP Project 6-Lead and Copper	Motor Fuels	20000	Increase	Debit
230012	426000	ARP Project 6-Lead and Copper	Supplies and Materials	20000	Increase	Debit
230012	439500	ARP Project 6-Lead and Copper	Training Expenses	5000	Increase	Debit
230012	439900	ARP Project 6-Lead and Copper	Contract Services	550000	Increase	Debit
230012	454000	ARP Project 6-Lead and Copper	Cap Outlay-Vehicle on Road	50000	Increase	Debit

Total

Grand Total:	0

Request Info	
Type	Budget Amendment
Description	Lead and Copper Position
Justification	Board Meeting 07/18/2022 - Appropriate budget for a Lead and Copper position within the Water Distribution Division that is intended to be reimbursed by the ARP Lead and Copper Project if approved for ARP funding.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
617140	412100	Water - Distribution Division	Salary and Wages-Regular	55133	Increase	Debit
617140	412990	Water - Distribution Division	Salary and Wages - Reimburse	-55133	Decrease	Credit
617140	418100	Water - Distribution Division	FICA	4218	Increase	Debit
617140	418200	Water - Distribution Division	Retirement	9461	Increase	Debit
617140	418300	Water - Distribution Division	Health Insurance	8551	Increase	Debit
617140	418306	Water - Distribution Division	Life Insurance	100	Increase	Debit
617140	418310	Water - Distribution Division	Dental Insurance	326	Increase	Debit
617140	418400	Water - Distribution Division	Disability and Long-Term Ins	182	Increase	Debit
617140	418900	Water - Distribution Division	Fringe Benefits Reimbursements	-22838	Decrease	Credit

Total

Grand Total:	0

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 18, 2022

Action Item # VI. - 4.
Utilities - SE Area Improvements - St. James (Brent Lockamy, PE - Deputy Director)

From:
Brent Lockamy, PE

Issue/Action Requested:
Request that the Board of Commissioners approve and appropriate the use of $1,930,278.37 in County ARPA funds to fund a joint water transmission project with St. James and approve an Interlocal Agreement allowing St. James to subaward $1,991,221.63 of ARPA funds to Brunswick County for use in the project.

Background/Purpose of Request:
In September of 2021, the Board authorized staff to negotiate an interlocal agreement with St. James for the transfer of ARPA funds for use in water system upgrades beneficial to the Town of St. James. Residents within the Town of St. James receive water and sewer service from Brunswick County Utilities and during seasonal peak demand times some areas may suffer from reduced pressure. The Town and County developed a joint project to evaluate and remedy these pressure issues with a portion of the work being funded with the Town's $1,991,221.63 American Rescue Plan Funds. There is currently a project on the County's Capital Improvement Plan to address the issue. St. James requests that this project be started as soon as possible. The total cost of the project is estimated to be $3,921,500.

An engineering study would be performed to determine the necessary improvements and the order in which they should be made. Improvements may include an elevated water storage tank in the St. James/Middleton Road area, additional transmission water mains, additional small diameter water mains within the development to address localized areas of low pressure, the addition of some hydrants, and pressure sustaining valves installed on the existing 24" potable water main on Highway 211 and additional 24" transmission main, along highway 211. With the contribution from the Town, the County's estimated cost of the project would be $1,930,278.37. The Brunswick County ARPA Committee reviewed and approved the Project Request and Eligibility Determination attached.

Consequently, it is recommended that the Board approve and appropriate County ARPA funds in the amount of $1,930,278.37 and authorize the Chairman and the Clerk to the Board to execute the interlocal agreement with the Town of St. James.

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendments and the associated grant and capital project ordinances appropriates $1,930,279 in ARPA funds and $1,991,221 in St. James-ARPA funds for the SE Area Improvements project.

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Recommend approval. St. James approved the interlocal agreement on July 6, 2022.

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners approve and appropriate the use of $1,930,278.37 in County ARPA funds to fund a joint water transmission project with St. James and approve an Interlocal Agreement allowing St. James to subaward $1,991,221.63 of ARPA funds to Brunswick County for use in the project.

ATTACHMENTS:

Description

- Utilities - St. James Eligibility Determination - Attach 1
- Budget Amendment-SRF
- Budget Amendment-Project
- Grant Project Ordinance
- Capital Project Ordinance
- Interlocal Subaward Agreement
- St. James Executed ARPA Interlocal Agreement

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American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover Fund Project Request and Eligibility Determination

This document is to be completed by the person or persons requesting American Rescue Plan Act of 2021 Coronavirus State and Local Government Fiscal Recovery Fund monies. The request with proceed through the Brunswick County'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:	**Southeast Area Improvements (St. James)**
Program/Project Description:	Residents within the Town of St. James receive water and sewer service from Brunswick County Utilities and during seasonal peak demand times some areas may suffer from reduced pressure. The Town is requesting that the County consider a joint undertaking to evaluate and remedy these pressure issues with a significant portion of the work being funded with the Town's $1,991,221.16 American Rescue Plan Funds. There is currently a project on the County's Capital Improvement Plan listed "On the Horizon" in the amount of $3,972,050 to address the issue. St. James requests that this project be started as soon as possible. An engineering study would be performed to determine the necessary improvements and the order in which they should be made. Improvements may include an elevated water storage tank in the St. James/Middleton Road area, additional transmission water mains, additional small diameter water mains within the development to address localized areas of low pressure, the addition of some hydrants, and pressure sustaining valves installed on the existing 24" potable water main on Highway 211. With the contribution from the Town, the County's estimated cost of the project would be $1,980,828.37.
Responsible Department:	Utilities
Program/Project Manager Name:	Brent Lockamy
Total Amount Requested:	$1,930,278.37 – County ARPA funds (estimated) $1,991,221.63 – St. James ARPA subaward to Brunswick County $3,921,500.00 - Total
Internal Account Code(s): **(assigned by Finance)**	
Treasury Expenditure Category Level:	**5 Infrastructure**
Treasury Expenditure Category:	**5.11 Drinking water: Transmission & distribution**
Location:	Brunswick County
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.	Yes, Brunswick County will have continued operation and maintenance of new water piping and storage facilities. However, these costs are marginal when compared to the overall operation and maintenance of the Utilities Department.

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ELIGIBILITY REVIEW

Please select appropriate ARP/CSLFRF Category below and complete the required information. Note that each requested project may only be associated with one of the following categories: 1. Public Health; 2. Negative Economic Impact; 3. Premium Pay; 4. Water, Sewer, Stormwater Infrastructure; 5. Broadband; or 6. Revenue Replacement (Government Services). Please complete all information in the applicable category and attach any required additional justifications and documentation.

1. Public Health

A. Enumerated Uses/ Safe Harbors (Must select one)

☐ COVID-19 mitigation & prevention*
☐ Medical expenses*
☐ Behavioral health care*
☐ Preventing & responding to violence*

☐ **Not on Enumerated List (Must complete Box B.)**

**See detailed list of enumerated projects in each of these categories on pages 14-16 of the Overview of the Final Rule.*

B. Written Justification (Please provide detailed responses to both these questions if checked "Not on Enumerated List" in Box A)

(1) What is the specific negative public health impact or harm experienced by an individual or a class?

(2) How does proposed project address the negative public health impact or harm?

C. Is the **project reasonably designed to benefit** the individual or class that experienced a public health impact or harm?	☐Yes	☐No
D. Is the project **related and reasonably proportional** to the extent and type of public health impact or harm experienced?	☐Yes	☐No
E. Does proposed project involve a capital expenditure between $1 million and $10 million?	☐Yes – Proceed to Box F.	☐No – Proceed to Box G.
F. Is proposed project on enumerated list in Box A? **Written justification must include the following elements:* • *Describe the harm or need to be addressed;* • *Explain why a capital expenditure is appropriate; and* • *Compare the proposed capital expenditure to at least two alternative capital expenditures and demonstrate why the proposed capital expenditure is superior.*	☐Yes – Record written justification* in file, but not required in Project & Expenditure Reports	☐No – Record written justification* in file and include in Project & Expenditure Reports
G. Does the proposed project involve a capital expenditure of $10 million or more?	☐Yes – Record written justification* for file and include in Project & Expenditure Reports	☐No – No further action required.

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2. Negative Economic Impact

A. Enumerated Beneficiaries (Must select one)

**See detailed list of enumerated beneficiaries and income on pages 17 & 19 of the Overview of the Final Rule.*

Beneficiaries Who Experience Negative Economic Impact from the Pandemic

☐ Low-moderate income households or communities
☐ Household that experienced unemployment
☐ Households that experienced increased food or housing insecurity
☐ Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund Program, or Medicaid
☐ When providing affordable housing programs: households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
☐ When providing services to address lost instructional time in K-12 schools: any student that lost access to in-person instruction for a significant period
☐ Small business that experienced decreased revenue or gross receipts, increased costs, financial insecurity, or other financial challenges due to the pandemic
☐ Nonprofit the experienced decreased revenue, increased costs, financial insecurity, or other financial challenges due to the pandemic
☐ Travel, tourism, hospitality industries
☐ Other industry that experienced at least 8% employment loss from pre-pandemic levels or is experiencing comparable or worse economic impacts as national tourism, travel, and hospitality sector
☐ Local government

Beneficiaries Who Experienced Disproportionately Negative Economic Impact from the Pandemic

☐ Low-income households and communities
☐ Households residing in a Qualified Census Tract (QCT)
☐ Households that qualify for Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.
☐ Small businesses operating in a Qualified Census Tract (QCT)
☐ Nonprofits operating in a Qualified Census Tract (QCT)

☐ **Not on enumerated list (Must complete Box B.)**

B. Written Justification (Provide detailed response to this question if proposed beneficiary not on enumerated list in Box A)

Define the group/class/geographical area that experienced a negative economic impact from the COVID-19 pandemic. Be specific in defining group/class/area and in defining the negative economic impact to the group/class/area. Provide QCT map.

C. Enumerated / Safe Harbor Projects (Must Select One)

Projects for Negatively Economically Impacted

Households & Communities
☐ Food assistance & food banks
☐ Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
☐ Health insurance coverage expansion
☐ Benefits for surviving family members of individuals who have died from COVID-19
☐ Assistance to individuals who want and are available for

Projects for Disproportionately Negatively Economically Impacted

Households & Communities
☐ Pay for community health workers to help households access health & social services
☐ Remediation of lead paint or other lead hazards
☐ Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
☐ Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
☐ Investments in neighborhoods to promote improved

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work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newly- employed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers

☐ Financial services for the unbanked and underbanked

☐ Burials, home repair & home weatherization

☐ Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access

☐ Cash assistance

☐ Paid sick, medical, and family leave programs

☐ Assistance in accessing and applying for public benefits or services

☐ Childcare and early learning services, home visiting programs, services for child welfare- involved families and foster youth & childcare facilities

☐ Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)

☐ Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing

Small Businesses

☐ Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs

☐ Technical assistance, counseling, or other services to support business planning

Nonprofits

☐ Loans or grants to mitigate financial hardship

☐ Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

Travel, Tourism, Hospitality Industry

☐ Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities

☐ Technical assistance, counseling, or other services to support business planning

☐ COVID-19 mitigation and infection prevention measures (see section Public Health)

Local Government

☐ Public safety, public health, and human services salaries/benefits, to extent responding to the COVID-19 public health emergency

☐ Restoring pre-pandemic employment levels

☐ Effective service delivery

health outcomes

☐ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing

☐ Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs

☐ Schools and other educational equipment & facilities

Small Businesses

☐ Rehabilitation of commercial properties, storefront improvements & façade improvements

☐ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses

☐ Support for microbusinesses, including financial, childcare, and transportation costs

☐ **Not on enumerated list (Must proceed to Box D.)**

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E. Is the **project reasonably designed to benefit** the individual or class that experienced a public health impact or harm?	☐Yes	☐No
F. Is the project **related and reasonably proportional** to the extent and type of public health impact or harm experienced?	☐Yes	☐No
G. Does proposed project involve a capital expenditure between $1 million and $10 million?	☐Yes – Proceed to H.	☐No – Go to Box I.
H. Is proposed project on enumerated list in Box C? **Written justification must include the following elements:* • *Describe the harm or need to be addressed;* • *Explain why a capital expenditure is appropriate; and* • *Compare the proposed capital expenditure to at least two alternative capital expenditures and demonstrate why the proposed capital expenditure is superior.*	☐Yes – Record written justification* for file, but not required in Project & Expenditure Reports	☐No – Record written justification* for file and include in Project & Expenditure Reports
I. Does the proposed project involve a capital expenditure of $10 million or more?	☐Yes – Record written justification* for file and include in Project & Expenditure Reports	☐No – No further action needed

3. Premium Pay

Please provide description of project and attach any necessary documentation. Must conform with requirements in 31 CFR 35.6(c). (More details on this expenditure category are available here.)

4. Water, Sewer, Stormwater Infrastructure

Please provide description of project and attach any necessary documentation. Must conform with requirements in 31 CFR 35.6(e)(1).

The project will upgrade drinking water transmission and distribution piping and may include additional water storage to help improve water pressures. The installation of transmission and distribution pipes will improve water pressure to safe levels and will prevent contamination caused by leaks or breaks in the pipes. Dependent on the engineering analysis, an elevated storage tank may also be considered as part of the project to improve water pressures and to prevent microbiological contaminants from entering the public water system.

Choose eligible EPA Program from drop-down box below:

DWSRF-Transmission and Distribution

5. Broadband Infrastructure

Please provide description of project and attach any necessary documentation. Must conform with requirements in 31 CFR 35.6(e)(2).

6. Revenue Loss

This portion of ARP/CSLFRF funds may be used for the provision of government services. Please provide description of project and attach any necessary documentation. Note that water, sewer, stormwater, and broadband projects may be funded in this category, without having to meet all of the criteria specified in the other categories.

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Program 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				Effort Certification forms for reporting, payroll records, pay schedule, timesheets (non-exempt)
200.431	Fringe Benefits				Written benefits policy
200.475	Travel				
200.439	Equipment & Other Capital				Additional justification for capital projects over $1M, COI documentation, procurement documentation, property management
200.453	Materials & Supplies				Procurement documentation
200.318 & 200.92	Contractual Services $1,573,778.37 – BC ARPA & Subawards $1,991,221.63 – St. James subaward BC	**$3,565,000.00**	**Yes**		Sub/Contractor Classification Checklist, Agreements, COI, risk assessment, monitoring plan, procurement documentation
200.459	Consultants / Professional Services	**$356,500.00**	**Yes**		Agreements, COI documentation, procurement documentation
200.465	Occupancy (Rent & Utilities)				Agreements, COI documentation, procurement documentation, program income
200.471	Telecommunications				
200.473	Training & Education				
200.413 (c)	Direct Administrative Costs				
	Total Project Budget	**$3,921,500.00**			

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	☐ Yes, BC is subrecipient of St. James ARPA funds for project

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.		

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Program/Project #: 7
Program/Project Short Name: SE Area Improvements (St. James)

Key Project Dates

Due Date	Task Type	Task Description	Status
July 2023	Project Task	Preliminary Engineering Report	Not Started
December 31, 2024	Project Task	Final Design, Bidding, and Award	Not Started
December 31, 2026	Period of Performance	Construction	Not Started

Certification

I certify that I have reviewed the ARP Policy (link), Final Rule, Final Rule Overview and ARP Compliance and Reporting Guidance and Requirements and understand the responsibilities as project manager in providing detailed documentation, maintaining proper monitoring and compliance and submitting complete quarterly reporting packages in a timely manner to ensure deadlines are met. CERTIFY ☒

Reports on all projects (including subawards) are due to US Treasury within 30 calendar days after the end of each calendar quarter. Departments will be required to submit detailed reporting requirements to Finance for review to meet quarterly deadline. ARP funds may be used to cover eligible costs incurred during the period of March 3, 2021 - December 31, 2024. Obligations incurred by December 31, 2024 must be expended by December 31, 2026.

ALL projects will have to be defended to the US Treasury in reporting.

ARPA Committee to Complete

PROHIBITIONS VERIFICATION:

By checking these boxes, the ARPA Committee attests that the statements are true based on information at the time of request.

☒ Project does not contravene the statutory purpose of ARP, including program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19
☒ No Conflict of Interest
☒ Complies with all state and federal laws and local ordinance
☒ No pension fund deposit
☒ No borrowings or debt service
☒ No financial reserves

Uniform Guidance Compliance Requirements:

By checking these boxes, the ARPA Committee attests that the statements are true.

☒ Financial Management Compliance (adopted grant project ordinance; accounting system that tracks obligations and expenditures by project and provides comparison to budgeted amounts; appropriate journal entries completed and documented)
☒ Internal Controls (adopt and routinely monitor internal controls related to all financial processes for receiving, managing, obligating, and expending the federal award funds)
☒ Civil Rights Compliance (policy adopted and implemented)
☒ Eligible Project Documentation (policy adopted and this worksheet completed and approved according to the policy)
☒ Allowable Cost / Cost Principles Compliance (policy adopted and this worksheet completed and approved according to the policy)
☒ UG Procurement Compliance (only if appliable; policy adopted and implemented)
☒ UG Property Management Compliance (only if applicable; policy adopted and implemented)
☒ Program Income Compliance (only if applicable; policy adopted and implemented)
☒ Subaward Compliance (only if applicable; policy adopted and implemented)

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Program/Project #: 7
Program/Project Short Name: SE Area Improvements (St. James)

Legal to Complete

STATE LAW AUTHORITY:

153A-276 financing public enterprise improvements

ARP EILIGIBILTY (Final Rule):

31 CFR 35 at 4-5 making necessary improvements in water and sewer infrastructure

Signature Approvals

John Nichols	7/5/2022
Requester/Department Head (Email Approval Accepted)	Date
Haynes M. Brigman	7/6/2022
Designated ARP Funding Manager (Email Approval Accepted)	Date
Robert V. Shaver, Jr.	7/6/2022
Legal	Date
Aaron C. Smith	7/6/2022
Director of Finance	Date
Steven T. Stone	7/6/2022
County Manager	Date

Provide signed copy of ARPA Project Eligibility Determination and Documentation Template to ARPA Committee at ARPA.Committee@brunswickcountync.gov for review and approval.

Once approved, all projects require an agenda item for BOCC approval. ARP Committee MUST approve project template prior to agenda item being completed.

Request Info	
Type	Budget Amendment
Description	ARP SE Improvements St James
Justification	Board Meeting 07/18/2022 - Transfer $1,930,279 of ARP funding to support the SE Area Improvement - St James project. Project to address reduced pressure issues that may arise during seasonal peak demand times. Improvements consist of engineering study and may include an elevated water storage tank in the St. James - Middleton Road area.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
230010	464052	American Rescue Plan	American Rescue Plan	-1930279	Decrease	Credit
230010	498041	American Rescue Plan	Transfer to Water Capital Proj	1930279	Increase	Debit

Total

Grand Total:	0

Request Info	
Type	Budget Amendment
Description	ARP SE Improvements St James
Justification	Board Meeting 07/18/2022 - Appropriate $5,851,779 of ARP funding to support the SE Area Improvement - St James project. Project to address reduced pressure issues that may arise during seasonal peak demand times. Improvements consist of engineering study and may include an elevated water storage tank in the St. James - Middleton Road area. Project consists of $1,930,279 in ARP funds allocated directly to Brunswick County from US Treasury and $1,991,221 of ARP funds issued to Brunswick County as a subaward from St. James.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
418269	333000	Southeast Water Tank	Local Shared Revenues	1991221	Increase	Credit
418269	398223	Southeast Water Tank	Trans Frm Special Revenue Fund	1930279	Increase	Credit
418269	464001	Southeast Water Tank	Arch/Engnrg/Legal	356500	Increase	Debit
418269	464002	Southeast Water Tank	Construction	3565000	Increase	Debit

Total

Grand Total:	7843000

ARPA Grant Project Ordinance
(SE Area Improvements – St. James 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	$	9,164,300
Salary and Wages - Reimburse		
Premium Pay		1,909,016
Direct Administrative - Grants Management		105,000
Lead and Copper		268,750
Fringe Benefits Reimbursement		
Premium Pay		460,527
Direct Administrative - Grants Management		40,000
Lead and Copper		106,250
Direct Cost Administrative Reimbursement		5,000
Professional Services - Other - Lead and Copper		380,000
Motor Fuels - Lead and Copper		20,000
Supplies and Materials - Lead and Copper		20,000
Training and Expense - Lead and Copper		5,000
Contract Services - Lead and Copper		550,000
Vehicles on Road - Lead and Copper		50,000
Repair and Maintenance Grounds - Parks		1,497,000
Capital Outlay Improvement - Parks		503,000
Transfer to General Fund		
Revenue Replacement General Government Services		
Law Enforcement Salary and Benefits 7/1/21-3/31/22		10,000,000
Transfer to Sewer Fund		
Capital Outlay ARP Transfer Main Project - Trailwood Force Main		126,989
Transfer to Water Capital Project Fund		
Architectural/Engineering/Legal - St. James SE Area Improvements		175,480
Construction - St. James Area Improvements		1,754,799
Total Grant Fund Expenditures	**$**	**27,141,111**

Section 4: The following revenues are anticipated to be available to complete the project:
ARP/CSLFRF Funds:

$1,930,279	**Brunswick County Direct ARP Funds**
$1,991,221	**Subaward St. James ARP Funds**
$5,851,779	**Total ARP Funding**

Section 5: The Director of Fiscal Operations is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 C.F.R. 200.430 and 2 C.F.R. 200.431 and Brunswick County's Allowable Costs and Costs Principles Policy.

Section 6: The Director of Fiscal Operations is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Clerk to the Board of Commissioners and entered into the minutes of the meeting at which it was adopted.

Section 8: This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by Brunswick County, whichever occurs sooner.

Adopted this the 18th day of July, 2022.

_____

Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____

Daralyn Spivey, NCCCC
Clerk to the Board

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE

Southeast Water Tank
(418269)

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 Water Capital Projects Fund:

Water Capital ProjectsFund:		
Revenues:		
Local Shared Revenues		1,991,221
Transfer from Special Revenue Fund		1,930,279
Transfer from Water Fund		50,550
Total Water Capital Project Revenues	**$**	**3,972,050**
Expenditures:		
Arch/Eng/Legal		407,050
Construction		3,565,000
Total Water Capital Project Expenditures	**$**	**3,972,050**

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

Current Funds Appropriated	$	50,550

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

Contribution to Capital Project Fund	$	50,550

Section 4. It is estimated that the following revenues will be available in the Brunswick County Special Revenue Fund:

Current Funds Appropriated	$	1,930,279

Section 5. The following amounts are hereby appropriated in the Brunswick County Special Revenue Fund:

Contribution to Capital Project Fund	$	1,930,279

Section 6. This Capital Project Ordinance shall be entered into the minutes of the July 18, 2022 meeting of the Brunswick County Board of Commissioners.

NORTH CAROLINA

BRUNSWICK COUNTY

INTERLOCAL AGREEMENT FOR SUBAWARD OF ARPA FUNDS FOR A UTILITY INFRASTRUTURE PROJECT

THIS INTERLOCAL AGREEMENT FOR SUBAWARD OF ARPA FUNDS FOR A UTILITY INFRASTRUCTURE PROJECT (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 (UEI Number: MJBMXLN9NJT5), (hereinafter referred to as "County" or "Subrecipient"), party of the first part, and the **Town of St. James**, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina and located in Brunswick County (UEI Number: SZ8VWXN5PTS6), (hereinafter referred to as "Town" or "Recipient" or "Pass-Through Entity"), party of the second part. County and Town may be collectively referred to hereinafter as "Parties" or singularly as a "Party."

WITNESSETH:

WHEREAS, the federal American Rescue Plan Act of 2021 (hereinafter referred to as "ARPA") was signed into law on March 11, 2021 (Assistance Listing Number and Title: 21.027); and

WHEREAS, ARPA authorizes the United States Department of the Treasury (hereinafter referred to as "Treasury") to make payments to certain recipients, including eligible units of local government, from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (hereinafter referred to as "Fiscal Recovery Funds"); and

WHEREAS, pursuant to Treasury's Final Rule issued in January 2022, Fiscal Recovery Funds allocated pursuant to ARPA may be used for approved expenditures, including, without limitation, certain investments in water, sewer, and broadband infrastructure, in compliance with Title VI, Section 603(c), Coronavirus Local Fiscal Recovery Fund, of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing; and

WHEREAS, pursuant to N.C.G.S. 160A-17.1, the governing body of any city or county is authorized to make contracts for and to accept grants-in-aid and loans from the federal and state governments and their agencies for constructing, expanding, maintaining, and operating any project or facility, or performing any function, which such city or county may be authorized by general law or local act to provide or perform; and

WHEREAS, as authorized by N.C.G.S. 153A-276 and N.C.G.S. 160A-313, counties and cities, respectively, may use Fiscal Recovery Funds for necessary water and sewer infrastructure projects, as determined by the local government's governing board; and

WHEREAS, pursuant to Sections 602(c)(3) and 603(c)(3) of ARPA, a local government entity may contract with another local government entity and transfer amounts paid from Fiscal Recovery Funds pursuant to those contractual arrangements for eligible uses; and

WHEREAS, Town's allocation of Fiscal Recovery Funds is $1,991,221.63 (Federal Award Identification Number: NC0437) (hereinafter referred to as the "Award"); and

WHEREAS, County currently owns and operates the public water service in the incorporated limits of Town; and

WHEREAS, County and Town have documented repeated instances of lower water pressure issues within the incorporated limits of Town; and

WHEREAS, in order to assess potential inadequacies of the current water supply in the incorporated limits of Town, County and Town desire to explore a cooperative endeavor by which Town will transfer to County its allocation of Fiscal Recovery Funds to be used in conjunction with a specified portion of County's allocated Fiscal Recovery Funds to jointly undertake a Preliminary Engineering Report that will then lead to engineering and construction of a solution to the ongoing water pressure problems; and

WHEREAS, County has identified potential improvements to ameliorate the issue but has no definitive date for implementing the same; and

WHEREAS, Town would like to accelerate infrastructure improvements; and

WHEREAS, County and Town each agree that the cooperative endeavor contemplated hereby will be beneficial to both entities; and

WHEREAS, County and Town, in order to set out the provisions and conditions under which said services or resources will be provided, have entered into this Agreement as authorized by Article 20, Part 1 of Chapter 160A and Article 15 of Chapter 153A of the North Carolina General Statutes.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, County and Town do hereby agree as follows:

1. ALLOCATION AND SUBAWARD OF FISCAL RECOVERY FUNDS

Town is the recipient of the Award of Fiscal Recovery Funds in the amount of $1,991,221.63, with the Town's first allocation having been received by the Town on July 23, 2021, in the amount of $ 995,610.82, and the final allotment to be received by the Town on July 23, 2022. Pursuant to Sections 602(c)(3) and 603(c)(3) of ARPA, Town desires to award a fixed amount subaward to County, and County desires to accept from Town, Town's subaward of Fiscal Recovery Funds for water infrastructure improvements. The subaward will be used in conjunction with a portion of County's award of Fiscal Recovery Funds to jointly undertake a Preliminary Engineering Report followed by engineering and construction of a solution to the ongoing pressure

problems associated with Town's water supply. As its subaward to County, Town agrees to transfer its initial sum of Fiscal Recovery Funds in the amount $995,610.82 to County within sixty (60) days of the execution of this Agreement. Further, Town agrees to transfer the final allotment of its Award funds within sixty (60) days of receipt, which receipt by Town is anticipated to be on July 23, 2022.

2. TERM OF AGREEMENT; PERIOD OF PERFORMANCE

This Agreement is effective as of the last date a party signs below (the "Effective Date") and continues in effect until December 31, 2026, or completion of the Project, as defined below, whichever occurs first, unless sooner terminated as provided for herein. Notwithstanding the foregoing, 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.

3. TERMINATION

A. **FOR CAUSE.** Either party may terminate this Agreement upon fifteen (15) calendar days' written notice to the other party if the other party is in material breach of any provision herein and fails to cure the breach during the notice period.

B. **WITHOUT CAUSE.** This Agreement may otherwise be terminated only by mutual, written agreement signed by the parties hereto. A mutually agreeable termination of this Agreement will be on such terms as the parties may agree at the time in question.

C. **RETURN OF FISCAL RECOVERY FUNDS.** In the event of termination for any reason, County will return to Town all of Town's unused and unencumbered Fiscal Recovery Funds as of the effective date of termination. The effective date of termination may be up to sixty (60) days in the future to allow ample time to complete tasks for which value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble project materials in orderly files, and/or to ensure all outstanding consultant or contractor invoices have been paid in full.

4. RELATIONSHIP OF PARTIES UNDER ARPA

For purposes of this Agreement, Town is the recipient government body, and County is the subrecipient government body for the Town's ARPA funds for the Project defined hereinbelow. Town is the pass-through entity, and the ARPA funds awarded by Town to County pursuant to this Agreement constitute a subaward of ARPA funds. In its performance of subaward work hereunder, County shall be an independent entity and not an employee or agent of Town.

5. KEY PERSONNEL

The parties agree to allocate the necessary staff and time required to perform their respective duties under this Agreement. Each party will promptly communicate any changes in the key personnel assigned or their general responsibilities to the other party.

6. ACKNOWLEDGEMENT OF ARPA COMPLIANCE RESPONSIBILITIES

A. As the Pass-Through Entity, Town acknowledges that it will monitor County for compliance with all conditions and restrictions applicable to the subaward of the Fiscal Recovery Funds. Town further acknowledges that it will implement necessary policies and procedures to comply with its responsibilities under ARPA, which may include the following:

1. Adopting a Uniform Guidance policy for determining eligibility and allowable costs;
2. Implementing a project tracking system and document collection and retention process;
3. Implementing processes to create and maintain appropriate documents, justifications, financial information, and outcome measures as necessary to ensure reporting and audit compliance; and
4. Reporting to Treasury and any other applicable agency regarding use of the Fiscal Recovery Funds.

B. As Subrecipient, County acknowledges that it will:

1. Collect and provide appropriate financial and progress reports to Town;
2. Be accountable for how it uses the federal funds provided under the subaward; and
3. Follow applicable federal rules regarding financial management, internal controls, cost principles, and audit requirements.

7. MAINTENANCE OF AND ACCESS TO RECORDS; REPORTING

The following access to records requirements apply to this Agreement:

A. The parties agree to maintain all books, documents, papers, and records which are directly pertinent to this Agreement through December 31, 2031, or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement, for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The parties agree to permit each other, the Treasury Office of Inspector General, the Government Accountability Office, the Pandemic Response Accountability Committee, or any of their authorized representatives to access such records (electronic or otherwise) set forth in preceding Section 7.A., to reproduce the same by any means whatsoever, or to copy excerpts and transcriptions of the same upon advance request and as reasonably needed.

C. The parties agree to provide the Treasury Office of Inspector General, the Government Accountability Office, or any other authorized representatives of the federal government access to construction or other work sites pertaining to the work being completed under this Agreement.

D. In compliance with Section 1225 of the Disaster Recovery Act of 2018, the parties acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

E. County shall provide to Town at least quarterly a report, including contractor or consultant invoices, detailing all payments disbursed from Town's Fiscal Recovery Funds under this Agreement. If reasonably requested in advance by Town, County will provide more frequent reports. If it is determined that County made unallowable disbursements from Town's Fiscal Recovery Funds under this Agreement, County agrees to promptly reimburse Town for such amounts.

8. AUDIT REQUIREMENTS

Subrecipient must have a single or program-specific audit conducted for any fiscal year in which it expends $750,000 or more in federal awards in accordance with the provisions of Title 2, Subtitle A, Chapter II, Part 200, Subpart F of the Code of Federal Regulations, Uniform Administrative Audit Requirements for Federal Awards.

Copies of the audit must be made available for public inspection, ensuring that protected personally identifiable information is not included. Audit reports must be submitted to the Federal Audit Clearinghouse ("FAC"), and all federal agencies, the Pass-Through Entity, and others interested in an audit report must obtain it from the FAC.

9. PROGRAM INCOME

Program income generally means gross income received by Subrecipient that was generated from the use of federal funds, including, but not limited to, (i) payments of principal and interest on loans made using federal funds; (ii) proceeds from the disposition of real property purchased or improved with federal funds; (iii) proceeds from the disposition of equipment purchased with federal funds; or (iv) interest earned on program income pending its disposition. When such program income is generated by an activity that is partially assisted with federal funds, the income shall be pro-rated to reflect the percentage of ARPA funds used.

Program income received before grant closeout may be retained by Subrecipient if the income is treated as additional ARPA funds subject to all applicable requirements governing the use of ARPA funds.

10. PROPERTY STANDARDS

Subrecipient must procure and maintain insurance coverage for Real Property (as defined in 2 C.F.R. §§ 200.1 and 200.311), Supplies (as defined in 2 C.F.R. §§ 200.1 and 200.314), and Equipment (as defined in 2 C.F.R. §§ 200.1 and 200.313) acquired or improved either with the use

of the subaward of ARPA funds hereunder or its own award of ARPA funds with coverages at least equivalent to other property currently owned by it. Notwithstanding the foregoing, Subrecipient is not authorized to acquire Real Property or purchase Equipment under this Agreement with Town's ARPA funds.

Should Subrecipient acquire Supplies with Town's subaward of ARPA funds hereunder, title to Supplies will vest in Subrecipient upon acquisition. If Subrecipient has a residual inventory of unused Supplies exceeding $5,000 in total aggregate value upon termination or completion of the Project hereunder, and the Supplies are not needed for any other federal award, Subrecipient must retain the Supplies for use on other activities or sell them. If Subrecipient sells any Real Property, Equipment, or Supplies obtained either with the use of the subaward of ARPA funds hereunder, as permitted in this Section, or its own award of ARPA funds, it shall comply with the requirements of 2 C.F.R. § 200.307(e), utilizing the "addition method" required by Treasury for program income during the period of performance of the Award or compensate the federal government for its share according to 2 C.F.R. § 200.313(e)(2), as applicable.

As long as the federal government retains an interest in the Supplies, Subrecipient must not use the Supplies acquired under the federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized.

11. PROCUREMENT STANDARDS

Subrecipient must comply with its own purchasing policies and all procurement standards as described in 2 C.F.R. Part 200 Subpart D.

12. SCOPE OF PROJECT

Upon execution of this Agreement by both parties, County shall prepare a request for qualifications in accordance with applicable statutes and shall proceed to advertise for qualified consultants to prepare a Preliminary Engineering Report for the evaluation of infrastructure improvements to address water pressure issues within the Town and immediate vicinity. Responses shall also include, without limitation, qualifications for design and construction oversight of the potential improvements. A selection committee composed of both County and Town staff members shall select the most qualified consultant for the evaluation. The target timeframe for consultant selection shall be within three (3) months of Agreement execution. County staff shall negotiate and refine a final scope of work and fee with the selected consultant, which shall be subject to approval of the selection committee prior to consideration by the Brunswick County Board of Commissioners.

The Preliminary Engineering Report will evaluate various infrastructure solutions and combinations thereof, including, but not limited to, an elevated water storage tank in the St. James/Middleton Road area, additional transmission water mains around the perimeter and connecting into the existing distribution system within the Town, additional small diameter water mains within the development to address localized areas of low pressure, and pressure sustaining valves installed on the existing 24" potable water main on Highway 211 as well as other options that may be identified by the consultant. The Preliminary Engineering Report shall also provide

associated costs, benefits (increased pressure values), and obstacles for each option and will provide final recommendations.

Based on the Preliminary Engineering Report, the selection committee shall recommend the proposed improvements for County staff to negotiate and refine a final scope of work and fee with the consultant for final design and construction administration services for approval by the Brunswick County Board of Commissioners. Upon an approved agreement by the Brunswick County Board of Commissioners, County staff shall manage the selected consultant's design and construction efforts.

Town acknowledges that some options may require infrastructure construction within the interior of Town and agrees to assist with facilitation of the construction, including, but not limited to, obtaining necessary easements. Where the Town is able, Town shall provide underground utility easements, as needed, to County at no charge to County or the consultant.

Collectively, the foregoing set forth in this Section 12 is referred to herein as the "Project."

Both Town and County shall share equally in the pre-construction costs associated with the Project, including, but not necessarily limited to, the Preliminary Engineering Report, design of the proposed infrastructure improvements, and acquisition of any required easements. Town's pro-rata share of all pre-construction costs shall be deducted from the payments received by County in the eventual amount of $1,991,221.63. If requested by Town, County shall provide to Town an accurate monthly reporting of all pre-construction costs, including consultant or contractor invoices, denoting Town's pro-rata share.

Construction costs shall be initially funded by the remaining balance of Town's Fiscal Recovery Funds held by County after Town's pro-rata share of pre-construction costs have been paid in full. Once all of Town's Fiscal Recovery Funds have been expended, the remainder of any pre-construction or construction costs shall be funded by County.

13. WORK PRODUCT

All work product created in connection with the Project, including, but not limited to, the Preliminary Engineering Report, studies, design drawings, construction documents, photographs and models, and any derivative works and compilations shall be the exclusive property of County. To the extent applicable, Town shall execute any documents and instruments or obtain such documents from third parties necessary to fully vest such rights in County. County may use all materials for any other purpose and on any other project without limitation and without authorization from Town provided that the County also uses such materials in furtherance of this Project and for the benefit of Town and County as intended by this Agreement.

14. OWNERSHIP OF UTILITY INFRASTRUCTURE

Ownership of any utility infrastructure constructed as part of this Project shall fully vest in County. Town shall execute any documents and instruments or obtain such documents from third parties necessary to fully vest said ownership in County. The Parties specifically agree, however,

that the County shall continue to provide water service to the Town as long as the Town requests the same.

15. RELATIONSHIP OF PARTIES

Both County and Town agree that each is acting as an independent contractor of the other under this Agreement. Control of a party's personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by said party. No joint agency is established by this Agreement. This Agreement does not create a partnership, joint venture, other joint endeavor, joint ownership, joint operations, or personnel sharing of any kind. No joint personnel are needed by the parties in order to carry out the obligations under this Agreement. No joint ownership of property is contemplated by this Agreement.

16. REPRESENTATIONS

Each party to this Agreement represents to the other party the following as of the Effective Date of this Agreement and covenants with the other party that each such representation will remain true and correct:

A. It has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement.

B. It has by proper action authorized the execution and delivery of this Agreement and is not in default under any provisions of this Agreement.

C. The execution, delivery, and performance of this Agreement does not violate, conflict with, or require any consent or waiver under any of the terms or conditions in (i) its organizational or governing documents; (ii) any material contract to which it is a party or by which any of its assets are bound or affected; or (iii) any law, rule, regulation, order, writ, judgment, decree, or other legal or regulatory determination applicable to it.

D. This Agreement constitutes a legal, valid, and binding obligation enforceable at law and in equity in accordance with its terms.

E. It shall comply with all applicable federal, state, and local laws with respect to any activities conducted by it under or pursuant to this Agreement.

F. No elected or appointed official or employee has any interest (financial, employment, or other) in the transactions contemplated by this Agreement.

G. It will take no act (or engage in any failure to act) that will prevent, delay, obstruct, frustrate, or otherwise impair or undermine the activities conducted under or pursuant to this Agreement, except as may be necessary to enforce this Agreement or ensure compliance with applicable laws, regulations, and ordinances.

17. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of this Agreement. In taking any actions required of them by this Agreement, the parties will comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives, specifically including, without limitation, those listed in the Award.

18. CERTIFICATION REGARDING BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

By entering into this Agreement, the parties certify, to the best of their knowledge and belief, that no federal appropriated funds have been paid or will be paid to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-Through Entity, which will, in turn, forward the certification(s) to Treasury. Subrecipient shall cause the language of this section to be included in all subcontracts. If Subrecipient bids or applies for a contract exceeding $100,000 (including this Agreement), it must also file the required certification with the Pass-Through Entity.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Pursuant to 2 C.F.R. § 200.216, Subrecipient shall not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

20. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Subrecipient 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.

21. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this Agreement, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

2. Meeting Agreement performance requirements; or
3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. The parties also agree to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

22. SUSPENSION AND DEBARMENT

A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Subrecipient is required to verify that none of its 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). If any of the foregoing persons are excluded or disqualified, and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Agreement shall be void, (2) neither party shall make any payments of federal financial assistance to the other, and (3) neither party shall have any further obligations to the other party under this Agreement.

B. Subrecipient 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 they enter into.

C. This certification is a material representation of fact relied upon by the parties. If it is later determined that Subrecipient 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 or a party, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

D. To the extent applicable, Subrecipient 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. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The parties acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to all actions pertaining to this Agreement.

24. 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, the parties hereto, or any other party pertaining to any matter resulting from the Agreement.

25. DHS SEAL, LOGO, AND FLAGS

The parties shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. Subrecipient shall include this provision in any subcontracts.

26. MINORITY BUSINESS ENTERPRISES

To the extent applicable, Subrecipient 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. For 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 N.C. 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.

27. INDEMNITY

A. To the extent permitted by law, County shall indemnify and hold harmless Town and its officers, agents, and/or employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any intentional or negligent action or omission of County, its officers,

agents, and/or employees in fulfilling County's obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against Town, County shall defend the same at its sole cost and expense; provided that, Town retains the right to participate in said suit if any principle of government or public law is involved. If final judgment is to be rendered against Town and its respective officers, agents, and/or employees or jointly against Town and County and their respective officers, agents, and/or employees, County shall satisfy same.

B. To the extent permitted by law, Town shall indemnify and hold harmless County and its officers, agents, and/or employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any intentional or negligent action or omission of Town, its officers, agents, and/or employees in fulfilling Town's obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against County, Town shall defend the same at its sole cost and expense; provided that, County retains the right to participate in said suit if any principle of government or public law is involved. If final judgment is to be rendered against County and its respective officers, agents, and/or employees or jointly against County and Town and their respective officers, agents, and/or employees, Town shall satisfy same.

C. By executing this Agreement, County does not assume liability or responsibility for or in any way release Town from any liability or responsibility which arises in whole or in part from the existence or effect of Town ordinances, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such Town ordinance, rule, or regulation is at issue, Town shall defend the same at its sole cost and expense, and if judgment is entered or damages are awarded against Town, County, or both, Town shall satisfy the same, including all chargeable costs and attorneys' fees.

28. REMEDIES

Should a party breach this Agreement, the other 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.

29. CLEAN AIR ACT

A. Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. Subrecipient agrees to report each violation to the other party and understand and agree that the other party will, in turn, report each violation as required to assure notification to the other party, the federal government, and the appropriate Environmental Protection Agency Regional Office.

C. Subrecipient agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

30. FEDERAL WATER POLLUTION CONTROL ACT

A. Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. Subrecipient agrees to report each violation to the other party and understand and agree that the other party will, in turn, report each violation as required to assure notification to the other party, the federal government, and the appropriate Environmental Protection Agency Regional Office.

C. Subrecipient agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

31. EQUAL EMPLOYMENT OPPORTUNITY

In performing this Agreement, Subrecipient agrees as follows:

A. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Subrecipient 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. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

C. Subrecipient 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 the parties' legal duty to furnish information.

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

E. Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. Subrecipient 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 its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of Subrecipient'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 the noncompliant party may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. Subrecipient will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) 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. Subrecipient 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 Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

Subrecipient 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 party so participating is a state or local government, the above equal opportunity clause is not applicable to any agency,

instrumentality, or subdivision of such government which does not participate in work on or under the contract.

Subrecipient 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.

Subrecipient 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, Subrecipient 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.

32. CIVIL RIGHTS AND NON-DISCRIMINATION

Subrecipient and any subcontractor of Subrecipient, or their respective successors, transferees, or assignees 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.

33. OTHER NON-DISCRIMINATION STATUTES

A. Subrecipient acknowledges that it is bound by and agrees, to the extent applicable, 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:

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.

34. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent E-Verify rules apply to this Agreement, Subrecipient agrees to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

35. CONFIDENTIAL INFORMATION

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

b. within the legitimate possession of the Receiving Party, 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 Receiving Party 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 Disclosing Party; 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 the Receiving Party receives such a request, it shall notify the Disclosing Party, and the Disclosing Party shall have the opportunity to defend against production of such records at its expense.

36. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment, or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void and the purported assignee shall acquire no rights hereunder.

37. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina, without regard for any 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 the Superior Court Division for Brunswick County or in the United States Federal District Court for the Eastern District of North Carolina, Wilmington Division, as applicable.

38. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action, but they are not obligated to do so.

39. GOVERNMENTAL IMMUNITY

To the extent applicable, neither party waives its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

40. NON-WAIVER

Failure by a party at any time to require the performance by the other party of any of the provisions of this Agreement shall in no way affect that party's rights hereunder to enforce the same, nor shall any waiver by a party of any breach be held to be a waiver of any succeeding breach.

41. CONFLICTS OF INTEREST; GIFTS AND FAVORS

Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts, including, without limitation, the requirements set forth in 2 C.F.R. § 200.318(c)(1) and N.C.G.S. §§ 14-234(a)(1) and 234.3(a). Subrecipient certifies that as of the date of this Agreement, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent has participated in the selection, award, or administration of a contract supported by federal funds if such person has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. If Subrecipient obtains knowledge of such interest in or any tangible personal benefit described herein after the date of this Agreement, such party shall promptly disclose the same to the other party in writing. Subrecipient further certifies that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of it. Should Subrecipient 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 herein after the date of this Agreement, such party shall promptly disclose the same to the other party in writing.

42. SUBAWARD CLOSEOUT

Pursuant to 2 C.F.R. § 200.343, Subrecipient's obligation to the Pass-Through Entity shall not end until all closeout requirements are completed. Activities during the closeout period shall include, but are not limited to: Subrecipient closeout certifications, submission of final reports, making final payments, and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable, and determining the custodianship of records.

Notwithstanding the foregoing, the terms of this Agreement shall remain in full force and effect during any period that Subrecipient has control over ARPA funds, including program income.

43. TIME

Time is of the essence for this Agreement.

44. 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 whether written or oral.

45. 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.

46. 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 determined by a court of law with jurisdiction over the parties 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, if possible, be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving the intent of the Agreement.

47. AMENDMENTS

No amendments or changes to this Agreement shall be valid unless in writing and signed by authorized agents of both Town and County.

48. 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 certified U.S. mail with return receipt requested, or by overnight courier, to the intended recipient at the address set forth below. Courtesy notice sent by facsimile or electronic mail is also encouraged, but must be sent in conjunction with one of the foregoing, accepted methods of service.

B. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient.

C. **NOTICE ADDRESS.** Communications requiring notice under this Agreement, including without limitation notices relating to 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
Attn: County Manager
P. O. Box 249
Bolivia, NC 28422

With a contemporaneous copy not constituting notice to:

Robert V. Shaver, Jr., County Attorney
30 Government Center Drive, Suite 325
P.O. Box 249
Bolivia, NC 28422

ii. For the Town: Town of St. James
Attn: Town Manager
4140A Southport-Supply Road
St. James, NC 28461

With a contemporaneous copy not constituting notice to:

G. Grady Richardson, Jr., Town Attorney
Law Offices of G. Grady Richardson, Jr., P.C.
1908 Eastwood Rd., Suite 224
Lumina Station
Wilmington, NC 28403

49. 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

ATTEST:

Clerk to the Board

[SEAL]

BRUNSWICK COUNTY

By: _____
Randell Thompson, Chairman
Board of Commissioners

Date: _____

ATTEST:

Laura William
Town Clerk

[SEAL]

TOWN OF ST. JAMES

By: _____
Jean R. Toner, Mayor

Date: July 11, 2022

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

BRUNSWICK COUNTY

Aaron C. Smith, Director of Fiscal Operations

APPROVED AS TO FORM

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

TOWN OF ST. JAMES

Pauline D. Haran
Pauline Haran, Finance Director

APPROVED AS TO FORM

G. Grady Richardson, Jr., Town Attorney

NORTH CAROLINA

BRUNSWICK COUNTY

INTERLOCAL AGREEMENT FOR SUBAWARD OF ARPA FUNDS FOR A UTILITY INFRASTRUTURE PROJECT

THIS INTERLOCAL AGREEMENT FOR SUBAWARD OF ARPA FUNDS FOR A UTILITY INFRASTRUCTURE PROJECT (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 (UEI Number: MJBMXLN9NJT5), (hereinafter referred to as "County" or "Subrecipient"), party of the first part, and the **Town of St. James**, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina and located in Brunswick County (UEI Number: SZ8VWXN5PTS6), (hereinafter referred to as "Town" or "Recipient" or "Pass-Through Entity"), party of the second part. County and Town may be collectively referred to hereinafter as "Parties" or singularly as a "Party."

WITNESSETH:

WHEREAS, the federal American Rescue Plan Act of 2021 (hereinafter referred to as "ARPA") was signed into law on March 11, 2021 (Assistance Listing Number and Title: 21.027); and

WHEREAS, ARPA authorizes the United States Department of the Treasury (hereinafter referred to as "Treasury") to make payments to certain recipients, including eligible units of local government, from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (hereinafter referred to as "Fiscal Recovery Funds"); and

WHEREAS, pursuant to Treasury's Final Rule issued in January 2022, Fiscal Recovery Funds allocated pursuant to ARPA may be used for approved expenditures, including, without limitation, certain investments in water, sewer, and broadband infrastructure, in compliance with Title VI, Section 603(c), Coronavirus Local Fiscal Recovery Fund, of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing; and

WHEREAS, pursuant to N.C.G.S. 160A-17.1, the governing body of any city or county is authorized to make contracts for and to accept grants-in-aid and loans from the federal and state governments and their agencies for constructing, expanding, maintaining, and operating any project or facility, or performing any function, which such city or county may be authorized by general law or local act to provide or perform; and

WHEREAS, as authorized by N.C.G.S. 153A-276 and N.C.G.S. 160A-313, counties and cities, respectively, may use Fiscal Recovery Funds for necessary water and sewer infrastructure projects, as determined by the local government's governing board; and

WHEREAS, pursuant to Sections 602(c)(3) and 603(c)(3) of ARPA, a local government entity may contract with another local government entity and transfer amounts paid from Fiscal Recovery Funds pursuant to those contractual arrangements for eligible uses; and

WHEREAS, Town's allocation of Fiscal Recovery Funds is $1,991,221.63 (Federal Award Identification Number: NC0437) (hereinafter referred to as the "Award"); and

WHEREAS, County currently owns and operates the public water service in the incorporated limits of Town; and

WHEREAS, County and Town have documented repeated instances of lower water pressure issues within the incorporated limits of Town; and

WHEREAS, in order to assess potential inadequacies of the current water supply in the incorporated limits of Town, County and Town desire to explore a cooperative endeavor by which Town will transfer to County its allocation of Fiscal Recovery Funds to be used in conjunction with a specified portion of County's allocated Fiscal Recovery Funds to jointly undertake a Preliminary Engineering Report that will then lead to engineering and construction of a solution to the ongoing water pressure problems; and

WHEREAS, County has identified potential improvements to ameliorate the issue but has no definitive date for implementing the same; and

WHEREAS, Town would like to accelerate infrastructure improvements; and

WHEREAS, County and Town each agree that the cooperative endeavor contemplated hereby will be beneficial to both entities; and

WHEREAS, County and Town, in order to set out the provisions and conditions under which said services or resources will be provided, have entered into this Agreement as authorized by Article 20, Part 1 of Chapter 160A and Article 15 of Chapter 153A of the North Carolina General Statutes.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, County and Town do hereby agree as follows:

1. ALLOCATION AND SUBAWARD OF FISCAL RECOVERY FUNDS

Town is the recipient of the Award of Fiscal Recovery Funds in the amount of $1,991,221.63, with the Town's first allocation having been received by the Town on July 23, 2021, in the amount of $ 995,610.82, and the final allotment to be received by the Town on July 23, 2022. Pursuant to Sections 602(c)(3) and 603(c)(3) of ARPA, Town desires to award a fixed amount subaward to County, and County desires to accept from Town, Town's subaward of Fiscal Recovery Funds for water infrastructure improvements. The subaward will be used in conjunction with a portion of County's award of Fiscal Recovery Funds to jointly undertake a Preliminary Engineering Report followed by engineering and construction of a solution to the ongoing pressure

problems associated with Town's water supply. As its subaward to County, Town agrees to transfer its initial sum of Fiscal Recovery Funds in the amount $995,610.82 to County within sixty (60) days of the execution of this Agreement. Further, Town agrees to transfer the final allotment of its Award funds within sixty (60) days of receipt, which receipt by Town is anticipated to be on July 23, 2022.

2. TERM OF AGREEMENT; PERIOD OF PERFORMANCE

This Agreement is effective as of the last date a party signs below (the "Effective Date") and continues in effect until December 31, 2026, or completion of the Project, as defined below, whichever occurs first, unless sooner terminated as provided for herein. Notwithstanding the foregoing, 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.

3. TERMINATION

A. **FOR CAUSE.** Either party may terminate this Agreement upon fifteen (15) calendar days' written notice to the other party if the other party is in material breach of any provision herein and fails to cure the breach during the notice period.

B. **WITHOUT CAUSE.** This Agreement may otherwise be terminated only by mutual, written agreement signed by the parties hereto. A mutually agreeable termination of this Agreement will be on such terms as the parties may agree at the time in question.

C. **RETURN OF FISCAL RECOVERY FUNDS.** In the event of termination for any reason, County will return to Town all of Town's unused and unencumbered Fiscal Recovery Funds as of the effective date of termination. The effective date of termination may be up to sixty (60) days in the future to allow ample time to complete tasks for which value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble project materials in orderly files, and/or to ensure all outstanding consultant or contractor invoices have been paid in full.

4. RELATIONSHIP OF PARTIES UNDER ARPA

For purposes of this Agreement, Town is the recipient government body, and County is the subrecipient government body for the Town's ARPA funds for the Project defined hereinbelow. Town is the pass-through entity, and the ARPA funds awarded by Town to County pursuant to this Agreement constitute a subaward of ARPA funds. In its performance of subaward work hereunder, County shall be an independent entity and not an employee or agent of Town.

5. KEY PERSONNEL

The parties agree to allocate the necessary staff and time required to perform their respective duties under this Agreement. Each party will promptly communicate any changes in the key personnel assigned or their general responsibilities to the other party.

6. ACKNOWLEDGEMENT OF ARPA COMPLIANCE RESPONSIBILITIES

A. As the Pass-Through Entity, Town acknowledges that it will monitor County for compliance with all conditions and restrictions applicable to the subaward of the Fiscal Recovery Funds. Town further acknowledges that it will implement necessary policies and procedures to comply with its responsibilities under ARPA, which may include the following:

1. Adopting a Uniform Guidance policy for determining eligibility and allowable costs;
2. Implementing a project tracking system and document collection and retention process;
3. Implementing processes to create and maintain appropriate documents, justifications, financial information, and outcome measures as necessary to ensure reporting and audit compliance; and
4. Reporting to Treasury and any other applicable agency regarding use of the Fiscal Recovery Funds.

B. As Subrecipient, County acknowledges that it will:

1. Collect and provide appropriate financial and progress reports to Town;
2. Be accountable for how it uses the federal funds provided under the subaward; and
3. Follow applicable federal rules regarding financial management, internal controls, cost principles, and audit requirements.

7. MAINTENANCE OF AND ACCESS TO RECORDS; REPORTING

The following access to records requirements apply to this Agreement:

A. The parties agree to maintain all books, documents, papers, and records which are directly pertinent to this Agreement through December 31, 2031, or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement, for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The parties agree to permit each other, the Treasury Office of Inspector General, the Government Accountability Office, the Pandemic Response Accountability Committee, or any of their authorized representatives to access such records (electronic or otherwise) set forth in preceding Section 7.A., to reproduce the same by any means whatsoever, or to copy excerpts and transcriptions of the same upon advance request and as reasonably needed.

C. The parties agree to provide the Treasury Office of Inspector General, the Government Accountability Office, or any other authorized representatives of the federal government access to construction or other work sites pertaining to the work being completed under this Agreement.

D. In compliance with Section 1225 of the Disaster Recovery Act of 2018, the parties acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

E. County shall provide to Town at least quarterly a report, including contractor or consultant invoices, detailing all payments disbursed from Town's Fiscal Recovery Funds under this Agreement. If reasonably requested in advance by Town, County will provide more frequent reports. If it is determined that County made unallowable disbursements from Town's Fiscal Recovery Funds under this Agreement, County agrees to promptly reimburse Town for such amounts.

8. AUDIT REQUIREMENTS

Subrecipient must have a single or program-specific audit conducted for any fiscal year in which it expends $750,000 or more in federal awards in accordance with the provisions of Title 2, Subtitle A, Chapter II, Part 200, Subpart F of the Code of Federal Regulations, Uniform Administrative Audit Requirements for Federal Awards.

Copies of the audit must be made available for public inspection, ensuring that protected personally identifiable information is not included. Audit reports must be submitted to the Federal Audit Clearinghouse ("FAC"), and all federal agencies, the Pass-Through Entity, and others interested in an audit report must obtain it from the FAC.

9. PROGRAM INCOME

Program income generally means gross income received by Subrecipient that was generated from the use of federal funds, including, but not limited to, (i) payments of principal and interest on loans made using federal funds; (ii) proceeds from the disposition of real property purchased or improved with federal funds; (iii) proceeds from the disposition of equipment purchased with federal funds; or (iv) interest earned on program income pending its disposition. When such program income is generated by an activity that is partially assisted with federal funds, the income shall be pro-rated to reflect the percentage of ARPA funds used.

Program income received before grant closeout may be retained by Subrecipient if the income is treated as additional ARPA funds subject to all applicable requirements governing the use of ARPA funds.

10. PROPERTY STANDARDS

Subrecipient must procure and maintain insurance coverage for Real Property (as defined in 2 C.F.R. §§ 200.1 and 200.311), Supplies (as defined in 2 C.F.R. §§ 200.1 and 200.314), and Equipment (as defined in 2 C.F.R. §§ 200.1 and 200.313) acquired or improved either with the use

of the subaward of ARPA funds hereunder or its own award of ARPA funds with coverages at least equivalent to other property currently owned by it. Notwithstanding the foregoing, Subrecipient is not authorized to acquire Real Property or purchase Equipment under this Agreement with Town's ARPA funds.

Should Subrecipient acquire Supplies with Town's subaward of ARPA funds hereunder, title to Supplies will vest in Subrecipient upon acquisition. If Subrecipient has a residual inventory of unused Supplies exceeding $5,000 in total aggregate value upon termination or completion of the Project hereunder, and the Supplies are not needed for any other federal award, Subrecipient must retain the Supplies for use on other activities or sell them. If Subrecipient sells any Real Property, Equipment, or Supplies obtained either with the use of the subaward of ARPA funds hereunder, as permitted in this Section, or its own award of ARPA funds, it shall comply with the requirements of 2 C.F.R. § 200.307(e), utilizing the "addition method" required by Treasury for program income during the period of performance of the Award or compensate the federal government for its share according to 2 C.F.R. § 200.313(e)(2), as applicable.

As long as the federal government retains an interest in the Supplies, Subrecipient must not use the Supplies acquired under the federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized.

11. PROCUREMENT STANDARDS

Subrecipient must comply with its own purchasing policies and all procurement standards as described in 2 C.F.R. Part 200 Subpart D.

12. SCOPE OF PROJECT

Upon execution of this Agreement by both parties, County shall prepare a request for qualifications in accordance with applicable statutes and shall proceed to advertise for qualified consultants to prepare a Preliminary Engineering Report for the evaluation of infrastructure improvements to address water pressure issues within the Town and immediate vicinity. Responses shall also include, without limitation, qualifications for design and construction oversight of the potential improvements. A selection committee composed of both County and Town staff members shall select the most qualified consultant for the evaluation. The target timeframe for consultant selection shall be within three (3) months of Agreement execution. County staff shall negotiate and refine a final scope of work and fee with the selected consultant, which shall be subject to approval of the selection committee prior to consideration by the Brunswick County Board of Commissioners.

The Preliminary Engineering Report will evaluate various infrastructure solutions and combinations thereof, including, but not limited to, an elevated water storage tank in the St. James/Middleton Road area, additional transmission water mains around the perimeter and connecting into the existing distribution system within the Town, additional small diameter water mains within the development to address localized areas of low pressure, and pressure sustaining valves installed on the existing 24" potable water main on Highway 211 as well as other options that may be identified by the consultant. The Preliminary Engineering Report shall also provide

associated costs, benefits (increased pressure values), and obstacles for each option and will provide final recommendations.

Based on the Preliminary Engineering Report, the selection committee shall recommend the proposed improvements for County staff to negotiate and refine a final scope of work and fee with the consultant for final design and construction administration services for approval by the Brunswick County Board of Commissioners. Upon an approved agreement by the Brunswick County Board of Commissioners, County staff shall manage the selected consultant's design and construction efforts.

Town acknowledges that some options may require infrastructure construction within the interior of Town and agrees to assist with facilitation of the construction, including, but not limited to, obtaining necessary easements. Where the Town is able, Town shall provide underground utility easements, as needed, to County at no charge to County or the consultant.

Collectively, the foregoing set forth in this Section 12 is referred to herein as the "Project."

Both Town and County shall share equally in the pre-construction costs associated with the Project, including, but not necessarily limited to, the Preliminary Engineering Report, design of the proposed infrastructure improvements, and acquisition of any required easements. Town's pro-rata share of all pre-construction costs shall be deducted from the payments received by County in the eventual amount of $1,991,221.63. If requested by Town, County shall provide to Town an accurate monthly reporting of all pre-construction costs, including consultant or contractor invoices, denoting Town's pro-rata share.

Construction costs shall be initially funded by the remaining balance of Town's Fiscal Recovery Funds held by County after Town's pro-rata share of pre-construction costs have been paid in full. Once all of Town's Fiscal Recovery Funds have been expended, the remainder of any pre-construction or construction costs shall be funded by County.

13. WORK PRODUCT

All work product created in connection with the Project, including, but not limited to, the Preliminary Engineering Report, studies, design drawings, construction documents, photographs and models, and any derivative works and compilations shall be the exclusive property of County. To the extent applicable, Town shall execute any documents and instruments or obtain such documents from third parties necessary to fully vest such rights in County. County may use all materials for any other purpose and on any other project without limitation and without authorization from Town provided that the County also uses such materials in furtherance of this Project and for the benefit of Town and County as intended by this Agreement.

14. OWNERSHIP OF UTILITY INFRASTRUCTURE

Ownership of any utility infrastructure constructed as part of this Project shall fully vest in County. Town shall execute any documents and instruments or obtain such documents from third parties necessary to fully vest said ownership in County. The Parties specifically agree, however,

that the County shall continue to provide water service to the Town as long as the Town requests the same.

15. RELATIONSHIP OF PARTIES

Both County and Town agree that each is acting as an independent contractor of the other under this Agreement. Control of a party's personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by said party. No joint agency is established by this Agreement. This Agreement does not create a partnership, joint venture, other joint endeavor, joint ownership, joint operations, or personnel sharing of any kind. No joint personnel are needed by the parties in order to carry out the obligations under this Agreement. No joint ownership of property is contemplated by this Agreement.

16. REPRESENTATIONS

Each party to this Agreement represents to the other party the following as of the Effective Date of this Agreement and covenants with the other party that each such representation will remain true and correct:

A. It has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement.

B. It has by proper action authorized the execution and delivery of this Agreement and is not in default under any provisions of this Agreement.

C. The execution, delivery, and performance of this Agreement does not violate, conflict with, or require any consent or waiver under any of the terms or conditions in (i) its organizational or governing documents; (ii) any material contract to which it is a party or by which any of its assets are bound or affected; or (iii) any law, rule, regulation, order, writ, judgment, decree, or other legal or regulatory determination applicable to it.

D. This Agreement constitutes a legal, valid, and binding obligation enforceable at law and in equity in accordance with its terms.

E. It shall comply with all applicable federal, state, and local laws with respect to any activities conducted by it under or pursuant to this Agreement.

F. No elected or appointed official or employee has any interest (financial, employment, or other) in the transactions contemplated by this Agreement.

G. It will take no act (or engage in any failure to act) that will prevent, delay, obstruct, frustrate, or otherwise impair or undermine the activities conducted under or pursuant to this Agreement, except as may be necessary to enforce this Agreement or ensure compliance with applicable laws, regulations, and ordinances.

17. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of this Agreement. In taking any actions required of them by this Agreement, the parties will comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives, specifically including, without limitation, those listed in the Award.

18. CERTIFICATION REGARDING BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

By entering into this Agreement, the parties certify, to the best of their knowledge and belief, that no federal appropriated funds have been paid or will be paid to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-Through Entity, which will, in turn, forward the certification(s) to Treasury. Subrecipient shall cause the language of this section to be included in all subcontracts. If Subrecipient bids or applies for a contract exceeding $100,000 (including this Agreement), it must also file the required certification with the Pass-Through Entity.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Pursuant to 2 C.F.R. § 200.216, Subrecipient shall not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

20. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Subrecipient 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.

21. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this Agreement, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

2. Meeting Agreement performance requirements; or
3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. The parties also agree to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

22. SUSPENSION AND DEBARMENT

A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Subrecipient is required to verify that none of its 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). If any of the foregoing persons are excluded or disqualified, and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Agreement shall be void, (2) neither party shall make any payments of federal financial assistance to the other, and (3) neither party shall have any further obligations to the other party under this Agreement.

B. Subrecipient 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 they enter into.

C. This certification is a material representation of fact relied upon by the parties. If it is later determined that Subrecipient 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 or a party, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

D. To the extent applicable, Subrecipient 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. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The parties acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to all actions pertaining to this Agreement.

24. 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, the parties hereto, or any other party pertaining to any matter resulting from the Agreement.

25. DHS SEAL, LOGO, AND FLAGS

The parties shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. Subrecipient shall include this provision in any subcontracts.

26. MINORITY BUSINESS ENTERPRISES

To the extent applicable, Subrecipient 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. For 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 N.C. 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.

27. INDEMNITY

A. To the extent permitted by law, County shall indemnify and hold harmless Town and its officers, agents, and/or employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any intentional or negligent action or omission of County, its officers,

agents, and/or employees in fulfilling County's obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against Town, County shall defend the same at its sole cost and expense; provided that, Town retains the right to participate in said suit if any principle of government or public law is involved. If final judgment is to be rendered against Town and its respective officers, agents, and/or employees or jointly against Town and County and their respective officers, agents, and/or employees, County shall satisfy same.

B. To the extent permitted by law, Town shall indemnify and hold harmless County and its officers, agents, and/or employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any intentional or negligent action or omission of Town, its officers, agents, and/or employees in fulfilling Town's obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against County, Town shall defend the same at its sole cost and expense; provided that, County retains the right to participate in said suit if any principle of government or public law is involved. If final judgment is to be rendered against County and its respective officers, agents, and/or employees or jointly against County and Town and their respective officers, agents, and/or employees, Town shall satisfy same.

C. By executing this Agreement, County does not assume liability or responsibility for or in any way release Town from any liability or responsibility which arises in whole or in part from the existence or effect of Town ordinances, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such Town ordinance, rule, or regulation is at issue, Town shall defend the same at its sole cost and expense, and if judgment is entered or damages are awarded against Town, County, or both, Town shall satisfy the same, including all chargeable costs and attorneys' fees.

28. REMEDIES

Should a party breach this Agreement, the other 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.

29. CLEAN AIR ACT

A. Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. Subrecipient agrees to report each violation to the other party and understand and agree that the other party will, in turn, report each violation as required to assure notification to the other party, the federal government, and the appropriate Environmental Protection Agency Regional Office.

C. Subrecipient agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

30. FEDERAL WATER POLLUTION CONTROL ACT

A. Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. Subrecipient agrees to report each violation to the other party and understand and agree that the other party will, in turn, report each violation as required to assure notification to the other party, the federal government, and the appropriate Environmental Protection Agency Regional Office.

C. Subrecipient agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

31. EQUAL EMPLOYMENT OPPORTUNITY

In performing this Agreement, Subrecipient agrees as follows:

A. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Subrecipient 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. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

C. Subrecipient 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 the parties' legal duty to furnish information.

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

E. Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. Subrecipient 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 its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of Subrecipient'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 the noncompliant party may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. Subrecipient will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) 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. Subrecipient 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 Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

Subrecipient 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 party so participating is a state or local government, the above equal opportunity clause is not applicable to any agency,

instrumentality, or subdivision of such government which does not participate in work on or under the contract.

Subrecipient 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.

Subrecipient 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, Subrecipient 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.

32. CIVIL RIGHTS AND NON-DISCRIMINATION

Subrecipient and any subcontractor of Subrecipient, or their respective successors, transferees, or assignees 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.

33. OTHER NON-DISCRIMINATION STATUTES

A. Subrecipient acknowledges that it is bound by and agrees, to the extent applicable, 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:

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.

34. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent E-Verify rules apply to this Agreement, Subrecipient agrees to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

35. CONFIDENTIAL INFORMATION

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

b. within the legitimate possession of the Receiving Party, 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 Receiving Party 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 Disclosing Party; 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 the Receiving Party receives such a request, it shall notify the Disclosing Party, and the Disclosing Party shall have the opportunity to defend against production of such records at its expense.

36. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment, or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void and the purported assignee shall acquire no rights hereunder.

37. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina, without regard for any 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 the Superior Court Division for Brunswick County or in the United States Federal District Court for the Eastern District of North Carolina, Wilmington Division, as applicable.

38. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action, but they are not obligated to do so.

39. GOVERNMENTAL IMMUNITY

To the extent applicable, neither party waives its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

40. NON-WAIVER

Failure by a party at any time to require the performance by the other party of any of the provisions of this Agreement shall in no way affect that party's rights hereunder to enforce the same, nor shall any waiver by a party of any breach be held to be a waiver of any succeeding breach.

41. CONFLICTS OF INTEREST; GIFTS AND FAVORS

Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts, including, without limitation, the requirements set forth in 2 C.F.R. § 200.318(c)(1) and N.C.G.S. §§ 14-234(a)(1) and 234.3(a). Subrecipient certifies that as of the date of this Agreement, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent has participated in the selection, award, or administration of a contract supported by federal funds if such person has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. If Subrecipient obtains knowledge of such interest in or any tangible personal benefit described herein after the date of this Agreement, such party shall promptly disclose the same to the other party in writing. Subrecipient further certifies that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of it. Should Subrecipient 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 herein after the date of this Agreement, such party shall promptly disclose the same to the other party in writing.

42. SUBAWARD CLOSEOUT

Pursuant to 2 C.F.R. § 200.343, Subrecipient's obligation to the Pass-Through Entity shall not end until all closeout requirements are completed. Activities during the closeout period shall include, but are not limited to: Subrecipient closeout certifications, submission of final reports, making final payments, and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable, and determining the custodianship of records.

Notwithstanding the foregoing, the terms of this Agreement shall remain in full force and effect during any period that Subrecipient has control over ARPA funds, including program income.

43. TIME

Time is of the essence for this Agreement.

44. 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 whether written or oral.

45. 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.

46. 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 determined by a court of law with jurisdiction over the parties 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, if possible, be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving the intent of the Agreement.

47. AMENDMENTS

No amendments or changes to this Agreement shall be valid unless in writing and signed by authorized agents of both Town and County.

48. 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 certified U.S. mail with return receipt requested, or by overnight courier, to the intended recipient at the address set forth below. Courtesy notice sent by facsimile or electronic mail is also encouraged, but must be sent in conjunction with one of the foregoing, accepted methods of service.

B. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient.

C. **NOTICE ADDRESS.** Communications requiring notice under this Agreement, including without limitation notices relating to 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
Attn: County Manager
P. O. Box 249
Bolivia, NC 28422

With a contemporaneous copy not constituting notice to:

Robert V. Shaver, Jr., County Attorney
30 Government Center Drive, Suite 325
P.O. Box 249
Bolivia, NC 28422

ii. For the Town: Town of St. James
Attn: Town Manager
4140A Southport-Supply Road
St. James, NC 28461

With a contemporaneous copy not constituting notice to:

G. Grady Richardson, Jr., Town Attorney
Law Offices of G. Grady Richardson, Jr., P.C.
1908 Eastwood Rd., Suite 224
Lumina Station
Wilmington, NC 28403

49. 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

ATTEST:

Clerk to the Board

[SEAL]

BRUNSWICK COUNTY

By: _____
Randell Thompson, Chairman
Board of Commissioners

Date: _____

ATTEST:

Laura William
Town Clerk

[SEAL]

TOWN OF ST. JAMES

By: _____
Jean R. Toner, Mayor

Date: July 11, 2022

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

BRUNSWICK COUNTY

Aaron C. Smith, Director of Fiscal Operations

APPROVED AS TO FORM

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

TOWN OF ST. JAMES

Pauline D. Haran
Pauline Haran, Finance Director

APPROVED AS TO FORM

G. Grady Richardson, Jr., Town Attorney