

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA**

**April 4, 2022
3:00 PM**

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Clerk to the Board - Brunswick Community College Budget Review Form
Request that the Board of Commissioners approve the required budget request sign-off form stating that the Brunswick Community College Budget has been reviewed and approved for FY 2021-22.
2. Clerk to Board - Meeting Minutes March 21, 2022
Request the Board of Commissioners approve the draft minutes from the Regular Meeting of March 21, 2022.
3. County Attorney - Teen Court Agreements for District Attorney's Office
Request to approve two agreements with the District Attorney's Office, AOC, and CIS to enable the Brunswick County Teen Court to operate for the remainder of the fiscal year.
4. Health and Human Services - Health Services - FY 22-23 State Consolidated Agreement
Request that the Board of Commissioners approve the consolidated agreement for FY 22-23 between the State of North Carolina and Brunswick County Health Services.
5. IT - Infranet - eRate Library Agreement
Request that the Board of Commissioners ratify attached agreement with Infranet Technologies Group for networking equipment needed for each of the five Brunswick County libraries.
6. Sheriff's Office - GHSP LEL Grant Application Approval
Request the Board of Commissioners approve a grant application for the North Carolina Governor's Highway Safety Program Law Enforcement Liaison position. This grant is valued at \$25,000 with no county match required.
7. Sheriff's Office - GHSP Traffic Grant Application Approval
Request the Board of Commissioners approve the application for the North Carolina Governor's Highway Safety Program grant for a Sheriff's Office Traffic Unit, consisting of four deputies. This grant, which was part of Sheriff Ingram's presentation at the Goals Workshop, has a 15% matching requirement for the County in the first year.
8. Sheriff's Office - ICAC Grant Application Approval
Request that the Board of Commissioners approve an application to the North Carolina Sheriffs' Association for a grant to support efforts of investigating internet crimes against children. The value of the grant is \$72,678.87 and requires no county match.
9. Sheriff's Office - SCAAP Grant Application Approval

Request the Board of Commissioners approve a grant application for the State Criminal Alien Assistance Program (SCAAP) offered by the Office of Justice Programs (OJP) of the U.S. Department of Justice (DOJ). This grant requires no matching funds from the County, is submitted annually by the Sheriff's Office, and is typically valued between \$10,000-\$15,000.

10. Soil & Water - Streamflow Rehabilitation Assistance Program Application

Request the approval to apply for funding from the NCDA&CS Division of Soil and Water Streamflow Rehabilitation Assistance Program (StRAP) in order to remove stream debris within several streams throughout the county.

11. Utilities - ADM Industrial Bulk Water Service Agreement (John Nichols, PE - Director of Public Utilities)

Request that the Board of Commissioners approve the Industrial Bulk Water Service Agreement between ADM (Archer Daniels Midland Company) and Brunswick County, authorize the Chairman to execute the agreement, and authorize the County Attorney to make clerical changes to the agreement.

12. Utilities - On-Call Engineering Services Task Order No. 1 - 211 WTP Study (John Nichols, PE - Director of Public Utilities)

Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Task Order No. 1 with CDM Smith in an amount not to exceed \$75,000 for engineering services associated with the On-Call Engineering Contract.

VI. Presentation

1. Clerk to the Board - Proclamation - National Lineman Appreciation Day

Request the Board of Commissioners adopt the Proclamation for National Lineman Appreciation Day - April 18, 2022.

2. Clerk to the Board - Proclamation - Sexual Assault Awareness Month

The Rape Crisis Center of Coastal Horizons Center Inc reached out asking for the Board to recognize April as Sexual Assault Awareness Month.

3. Clerk to the Board - Resolution - National County Government Month

Request the Board of Commissioner's adopt the National County Government Resolution recognizing the services that this County provides to the citizens daily.

4. Health and Human Services - Health Services – Recognizing National Public Health Week

Request the Board of Commissioners adopt the Resolution recognizing National Public Health Week 2022.

VII. Administrative Report

1. Planning - Addressing Transportation in Brunswick County (Kirstie Dixon, Planning Director)

Request to receive information on transportation and consider implementation of strategies that will better address transportation in Brunswick County.

VIII. Other Business/Informal Discussion

IX. Closed Session

1. Closed Session

Request the Board go into closed session pursuant to G.S. 143-318.11(a)(1)(3) and(4) to approve Draft Closed Session Minutes from January 18, 2022 and

February 21, 2022, to consult with Attorney, and to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body.

X. Adjournment



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 4, 2022

From:
Daralyn Spivey

Action Item # V. - 1.

Clerk to the Board - Brunswick Community College Budget
Review Form

Issue/Action Requested:

Request that the Board of Commissioners approve the required budget request sign-off form stating that the Brunswick Community College Budget has been reviewed and approved for FY 2021-22.

Background/Purpose of Request:

Brunswick Community College requests that the County sign the required budget request sign-off form stating that the Community College Budget was reviewed and approved in the amount of \$4,444,554 on June 21, 2021. This amount is \$350,000 less than the total appropriation. The \$350,000 for the Brunswick Guarantee is held on the Foundations' books.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the required budget request sign-off form stating that the Brunswick Community College Budget has been reviewed and approved for FY 2021-22.

ATTACHMENTS:

Description

□ FY2021-22 BCC Budget Signature Page

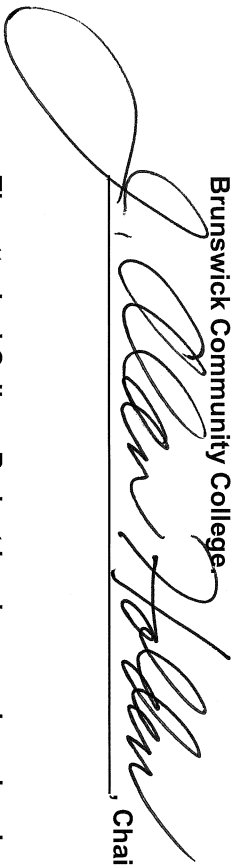
**NORTH CAROLINA COMMUNITY COLLEGE SYSTEM
COLLEGE BUDGET: FY 2021-2022**

REQUIRED BUDGET REQUEST SIGN-OFF

The attached College Budget has been reviewed and approved on

March 17, 2022 by the Board of Trustees of

Brunswick Community College

 , Chairman.

The attached College Budget has been reviewed and approved in

the amount of \$4,444,554 on June 21, 2021

by the County Commissioners of Brunswick County.

_____, Chairman.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 4, 2022

Action Item # V. - 2.

Clerk to Board - Meeting Minutes March 21, 2022

From:

Daralyn Spivey

Issue/Action Requested:

Request the Board of Commissioners approve the draft minutes from the Regular Meeting of March 21, 2022.

Background/Purpose of Request:

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve the draft minutes from the Regular Meeting of March 21, 2022.

ATTACHMENTS:

Description

- Draft Minutes March 21, 2022 Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
March 21, 2022
6:00 P.M.**

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

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

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

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

I. CALL TO ORDER

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

II. INVOCATION/PLEDGE OF ALLEGIANCE

Chairman Thompson gave the Invocation and led the Pledge of Allegiance.

III. ADJUSTMENTS/APPROVAL OF AGENDA

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

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

IV. PUBLIC COMMENTS

Scott Outlaw spoke to the need of increasing EMS countywide as the County continues to grow.

V. APPROVAL OF CONSENT AGENDA

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

1. Clerk to the Board – Board Appointment City of Southport ETJ Planning Board - Approved

The Board approved the City of Southport's recommended appointment of Ms. Amy Aycock to fill the vacant ETJ position on the City's Planning Board for a term expiring March 2025.

2. **Clerk to the Board – Meeting Minutes March 7, 2022 - Approved**
The Board approved the draft minutes from the Regular Meeting of March 7, 2022.
3. **Clerk to the Board – Proposed Addition to the State Highway System - Approved**
The Board approved a request from the NC Department of Transportation for the addition of Campbells Ridge Dr. SE.
4. **County Attorney – Bella Point Deed of Dedication - Approved**
The Board accepted the Deed of Dedication for water and sewer infrastructure for Bella Point.
5. **County Attorney – Cameron Woods, Phase 4B, Lots 17-27 and 67-76 DOD - Approved**
The Board accepted the Deed of Dedication for water and sewer infrastructure for Cameron Woods, Phase 4B, Lots 17-27 and 67-76.
6. **County Attorney – Cameron Woods, PH 6B, Sec 2 Deed of Dedication - Approved**
The Board accepted the Deed of Dedication for water and sewer infrastructure for Cameron Woods, PH 6B, Sec 2.
7. **Emergency Services – Oak Island Water Rescue Agreement – Approved**
The Board approved the contract for \$9000.00 between Brunswick County and Oak Island Water Rescue.
8. **Emergency Services – Town of Oak Island Lease Agreement – Approved**
The Board approved the agreement between Brunswick County and the Town of Oak Island Fire Department to house BCEMS M7 in Fire Station #3 on Vanessa Drive, subject to final approval of the agreement by the County Attorney.
9. **Finance - Fiscal Items - Approved**
The Board of Commissioners approved the following Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature:
 - Airport Grant 36244.58.14.1 Grant Agreement, Budget Amendment, and Grant Ordinance**
Approved and authorized the Chairman to sign the NCDOT grant agreement for Airport Grant 36244.58.14.1 and appropriate \$3,500,000 of state capital and infrastructure fund revenue for Airport Grant 36244.58.14.1 for use at the Cape Fear Regional Jetport.
 - Financial Reports for February 2022 (unaudited)**
Received Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All reports are provided at: <https://brunswickcountync.gov/finance/reports>.
10. **Health and Human Services – Public Housing – Request to Schedule a Public Hearing– Approved**
The Board approved the rescheduling of the public hearing scheduled for April 18, 2022 to May 16, 2022 to hear any comments or suggestions on the Public Housing Agency goals, objectives and policies.
11. **Operations Services – Demolition of Tri Beach Fire Station - Approved**
The Board approved the request for demolition of the Tri-Beach Volunteer Fire Department's fire station.
12. **Sheriff's Office – 911 Center Phone System Contract Extension - Approved**
The Board approved a third extension of the existing 911 Center Phone System agreement with ePlus Group, Inc. for six months, maintaining the current monthly rate in the state 911 budget 224376.

13. Sheriff's Office – NCDPS Grant Acceptance – Approved

The Board approved and accepted a grant from the North Carolina Department of Public Safety and its associated Memorandum of Agreement in the amount of \$84,269.66.

14. Sheriff's Office – Notice of Award & Agreement – 911 Backup Site RFP – Approved

The Board approved the agreement with North Carolina Sound of Goldsboro, LLC for the Sheriff's Office 911 Center Backup Site Infrastructure Project. The agreement is for a one-year term valued at \$965,000 and will be funded by County and State funds.

15. Soil and Water Grant Evaluation - Approved

The Board approved the request from the Brunswick Soil and Water Conservation District requesting the approval for the following grants: 1). Agricultural Development and Farmland Preservation Trust Fund 2). NRCS Agricultural Land Easement Grant Applications for a Conservation Easement, and 3). Environmental Educators of North Carolina Mini Grant.

16. Tax Administration – March 2022 Releases – Approved

The Board approved the March 2022 releases.

17. Utilities – Rice Creek Public Enterprise Improvements Agreement – Approved

The Board approved a request by H&H Constructors of Fayetteville, LLC and Brunswick-STU and Associates, LLC the proposed developers of the Rice's Creek Development, to enter into a public enterprise improvements agreement for construction of a 20" sewer force main.

VI. PUBLIC HEARING

1. GIS - Street Adoptions

Ms. Clemmons informed the Board of the second reading and requested adoption of the proposed street names following a public hearing with no one from the public requesting to be heard. Commissioner Williams moved to approve the adoption of the proposed street names. The motion was seconded by Commissioner Sykes and passed unanimously (5 to 0).

VII. ADMINISTRATIVE REPORT

1. Administration – Shallotte Water Utility Consolidation Study MOU

Mr. Stone advised the Board of the Memorandum of Understanding with the Town of Shallotte to facilitate the water utility consolidation study. Commissioner Cooke moved to approve the adoption of the MOU. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0).

2. Emergency Services – American Ambulance New Franchise Agreement

Mr. Johnston advised the Board of a new ambulance franchise agreement with American Ambulance, LLC. Commissioner Cooke moved to approve the franchise agreement. The motion was seconded by Vice-Chairman Forte and passed unanimously (5 to 0).

3. Emergency Services – Emergency Operations Plan Update

Mr. McIntyre advised the Board of the need to begin the process to engage a consultant and develop a new Emergency Operations Plan. Commissioner Williams moved to approve the updating process. The motion was seconded by Commissioner Sykes and passed unanimously (5 to 0).

4. Utilities – LCFWSA Raw Water Line Resolution

The Board heard a request to approve a resolution requesting funds for a 10-mile parallel raw water line serving Brunswick, Pender, and New Hanover counties. Commissioner Williams moved to approve the Resolution. The motion was seconded by Vice-Chairman Forte and passed unanimously (5 to 0). The Resolution reads as follows:

**Resolution Requesting funding of a 10 Mile Parallel Line
For the Lower Cape Fear Water and Sewer Authority**

WHEREAS, the Lower Cape Fear Water and Sewer Authority (Authority) serves Brunswick, Bladen, Pender, New Hanover, Columbus Counties, and the City of Wilmington with a Board of Directors representing those local governments; and

WHEREAS, the Authority, as the largest regional raw water supplier in Eastern North Carolina, has the primary role of providing raw water from the Cape Fear to supply treatment facilities that serve 550,000 customers in three separate counties; and,

WHEREAS the Brunswick County Board of Commissioners wish to ensure reliable availability and redundancy; and

WHEREAS, this past November, the Authority experienced a major leak on a segment of line without redundancy; and

WHEREAS, Brunswick County Utilities is the contract operator of the Lower Cape Fear Water & Sewer Authority system responsible for the repair of leaks and the repair of these leaks on portions of main without redundancy results in significant disruption of its own utility operations; and

WHEREAS, should this same type of leak have occurred during the peak seasonal months, the potable water needs of the Authority's wholesale customers, to include the State Port, ten regional medical facilities, the Sunny Point Military Terminal, the rail terminal in Leland and the Port terminal in Boiling Springs Lakes, and numerous other essential operating businesses and facilities would be at risk, forcing those users to take extreme conservation measures during a worst-case crisis scenario; and

WHEREAS the current estimated cost for a 48" parallel line to resolve this risk is projected to be \$54 million; and

WHEREAS should the Authority bear the costs for this project alone, the practical impact would cause our utility to take on sufficient debt that would effectively double the rates and charges from .33 per 1,000 gallons to .66 per 1,000 gallons unless some other funding were available; and

WHEREAS such funding burden would endanger or preclude funding for routine maintenance or other critical projects for the foreseeable future; and

WHEREAS the Brunswick County Commissioners along with the Authority's Board of Directors calls upon the legislators to assist in funding this critical regional infrastructure for eastern North Carolina.

NOW, THEREFORE, BE IT RESOLVED, by the Chairman and the Brunswick County Board of Commissioners request members of the North Carolina Legislature to allocate funding for a ten-mile parallel line for the purposes of redundancy, reliability, and emergency management.

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

Adopted this 21st day March of 2022.

Randy Thompson, Chairman

ATTEST:

Daralyn Spivey, NCCCC
Clerk to the Board

VIII. OTHER BUSINESS/INFORMAL DISCUSSION

Vice-Chairman Forte requested staff examine options for procuring art for the Chambers.

IX. ADJOURNMENT

Commissioner Williams moved to adjourn the meeting at 6:34 p.m. The motion was seconded by Commissioner Cooke and passed unanimously (5 to 0).

Randy Thompson, Chairman
Brunswick County Board of Commissioners

Attest:

Daralyn Spivey, NCCCC
Clerk to the Board

DRAFT



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 4, 2022

From:

Asst. County Attorney-- Bryan Batton

Action Item # V. - 3.

County Attorney - Teen Court Agreements for District Attorney's Office

Issue/Action Requested:

Request to approve two agreements with the District Attorney's Office, AOC, and CIS to enable the Brunswick County Teen Court to operate for the remainder of the fiscal year.

Background/Purpose of Request:

In the first half of the fiscal year, the Administrative Office of Courts determined that it could not contract with non-profits for the provision of teen court services. As Communities in Schools applied for JCPC funding and administered the funding aspect of the Brunswick County Teen Court, this caused a breakdown in the current process.

The District Attorney's Office applied for the remaining JCPC funding for the fiscal year. However, the District Attorney's Office is unable to administer the grant funds. The Brunswick County Finance Department oversees and monitors the JCPC funding in the County. As such, they are also not in a position to administer the funds.

In order to allow for the program to operate this fiscal year and spend the remaining grant funds, we are proposing a contract with the DA's Office and AOC. In this agreement, the DA's Office will allocate the grant funding to Brunswick County. Brunswick County agrees ensure payment to AOC for the Teen Court position in the DA's Office.

We are also proposing an agreement with the DA's Office and CIS. This agreement will enable CIS to handle the administration for of the remaining grant funding on Brunswick County's behalf.

Fiscal Impact:

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

Approved By County Attorney:

Yes

County Attorney's Recommendation:

To approve two agreements with the District Attorney's Office, AOC, and CIS to enable the Brunswick County Teen Court to operate for the remainder of the fiscal year.

County Manager's Recommendation:

Recommend to approve two agreements with the District Attorney's Office, AOC, and CIS to enable the Brunswick County Teen Court to operate for the remainder of the fiscal year.

ATTACHMENTS:

Description

- ▣ AOC Teen Court Agreement
- ▣ CIS Teen Court Agreement

NORTH CAROLINA

AGREEMENT

BRUNSWICK COUNTY

THIS AGREEMENT is made and entered into as of the 1st day of December, 2021 (“the Effective Date”) by and between **Brunswick County**, (hereinafter “the County”); **Jonathan M. David**, District Attorney, 15th Prosecutorial District (hereinafter “the District Attorney”); and the **North Carolina Administrative Office of the Courts** (hereinafter “the NCAOC”).

WITNESSETH:

WHEREAS, pursuant to G.S. 153A-212.1, the County may appropriate funds under a contract with the NCAOC for the provision of services for the speedy disposition of cases involving a threat to public safety; and

WHEREAS, the NCAOC Director has found that the District Attorney has made a showing, pursuant to G.S. 7A-64, that the overwhelming public interest warrants the use of additional resources for the speedy disposition of cases involving a threat to public safety within the meaning of that statute; and

WHEREAS, the District Attorney has applied for and received grant funding to operate a Teen Court program to provide a diversion program for first-time juvenile offenders; and

WHEREAS, the District Attorney desires the assistance of the County in order to ensure the proper administration of the aforementioned grant funds; and

WHEREAS, the County desires to ensure payment to the NCAOC on behalf of the District Attorney the amounts specified herein for the use by the District Attorney to hire personnel as shown in Appendix A; and

WHEREAS, the NCAOC is responsible for administering the receipts and expenditures of the Judicial Department, including the office of the District Attorney; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Agreement as hereinafter set out.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the County does hereby agree to provide funds and the NCAOC agrees to administer the funds on behalf of the District Attorney for the position shown in Appendix A.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. The term of this Agreement shall be for a period of seven (7) months, beginning on December 1, 2021, and terminating on June 30, 2022.

2. The employee under this Agreement will be the employee of the District Attorney accordingly for all purposes and shall be hired by and work under the supervision and direction of the District Attorney for the 15th Prosecutorial District.

3. The County will be responsible for paying the personnel and operating costs as budgeted and other related costs that may arise. The District Attorney shall provide space and furnishings for their staff positions under this Agreement commensurate with other staff offices. The NCAOC shall provide administrative services (including Human Resources processing and payroll services) pursuant to this Agreement, but shall not contribute funds or be responsible for paying any operating expenses of the project, nor shall the NCAOC or County be responsible for the hiring or supervision of the position.

4. The County shall ensure funding to the NCAOC Chief Financial Officer as outlined in Appendix A. Expenses for unemployment, workers' compensation and disability claims, as outlined in paragraph 7 below, are unforeseen expenses which are not included in Appendix A and may increase the County's financial obligation above and beyond the base amount indicated in Appendix A should a claim be filed.

5. The County agrees to provide to the NCAOC all operating costs associated with the position in this Agreement in accordance with annual NCAOC position cost statements supplied by the NCAOC Financial Services Division, as shown in Appendix A. Typical operating costs in NCAOC position cost statements represent expenditures such as transportation, meals and lodging, postage, registration fees, maintenance agreements, office equipment, general office supplies, telephone service and equipment, personal computer and printer, software, and wiring and installation. Using funds provided by the County, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The County will submit payment upon the receipt of a detailed invoice.

6. If the County fails to pay an invoice within sixty (60) days of receipt, the NCAOC will apply the requisite amount of court facilities fees collected pursuant to G.S. 7A-304 and 7A-305 toward the outstanding invoice amount. If the County chooses to remit payment to the NCAOC after the court facilities fees have already been applied to the outstanding invoice amount, the NCAOC will reclassify the amount of court facilities fees allocated to the outstanding invoice so that that County will receive its full share of court facilities fees pursuant to G.S. 7A-304 and 7A-305.

7. The County agrees to reimburse the NCAOC for any and all costs arising from an unemployment, workers' compensation and/or disability claim submitted by an employee under this Agreement who qualifies for such payments based on his/her duration of employment with the Judicial Department. The County agrees to reimburse the NCAOC for all costs arising from any such claim that is submitted after the Agreement period specified in paragraph 1 above, so long as the termination of employment or injury that is the subject of such claim occurred during said Agreement period. Costs arising from unemployment, workers' compensation and/or disability claims are not included in Appendix A and may result in costs in excess of those outlined in paragraph 5 above. Absent a specific line item in Appendix A for unemployment, workers' compensation, and/or disability costs, such costs may be offset and covered with (i) funds reallocated from other line items, where available; and/or (ii) lapsed salary resulting from vacant positions under this Agreement or future comparable agreements. Vacant positions under this Agreement may be held vacant for an extended period of time to ensure that there will be a sufficient amount of lapsed salary with which to reimburse the NCAOC for any such claims. This provision does not limit the authority of the Office of the North Carolina Attorney General to represent the NCAOC in any litigation that may arise hereunder. Additionally, the NCAOC may purchase workers' compensation insurance to cover any workers' compensation claims that may be filed in accordance with this Agreement. The County agrees to reimburse the NCAOC for the cost of workers' compensation insurance premiums and deductibles paid by the NCAOC. The NCAOC will send an invoice to the County for payment of any and all costs arising from an unemployment, workers' compensation and/or disability claim and for insurance premiums and deductibles and the County shall pay any invoice not later than sixty (60) days after the County's receipt of the invoice.

8. The NCAOC and the County shall maintain all appropriate documentation of expenditures under this Agreement for examination by the Office of the State Auditor. The NCAOC shall provide to the County, and the County shall provide to the NCAOC, copies of said documentation upon request.

9. This Agreement may be terminated by the County, the NCAOC, or the District Attorney upon giving sixty (60) days' notice in writing or by mutual consent of all of the parties.

10. The District Attorney shall immediately advise the County in writing if the position is vacated without a replacement. Said vacancy will suspend the operation of this Agreement until the position is filled.

11. It is understood and agreed between the County, the District Attorney, and the NCAOC that the renewal or extension of the payment specified in this Agreement is dependent upon and subject to the allocation, availability, or appropriation of funds by the County.

12. It is understood and agreed between the County, the District Attorney, and the NCAOC that this Agreement is entered into pursuant to G.S. 7A-64 and 153A-212.1, and that nothing in this Agreement shall be construed to obligate the NCAOC to maintain or request funding for positions or services initially provided under this Agreement.

13. It is understood and agreed between the County, the District Attorney, and the NCAOC that the total County expenditure pursuant to this Agreement shall not exceed funding allocated for purposes of the Teen Court program.

14. This Agreement may be amended by written agreements executed by all parties, except that if the only change is an increase in positions and corresponding costs, then only the County and the NCAOC need sign the amendment.

15. This Agreement, including Appendix A, is the entire Agreement among the parties and there are no other Agreements, oral, written, expressed or implied.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement as of the Effective Date. The undersigned County Manager agrees to provide the NCAOC with copies of minutes or other documentation authorizing them to execute this Agreement on behalf of the County.

BRUNSWICK COUNTY

By: _____
Steven T. Stone, County Manager

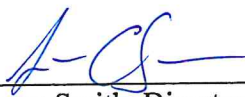
**DISTRICT ATTORNEY
15TH PROSECUTORIAL DISTRICT**

By: _____
Jonathan M. David

**NORTH CAROLINA ADMINISTRATIVE
OFFICE OF THE COURTS**

By: _____
Director

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



Aaron Smith, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS FORM

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

APPENDIX A

Estimated Contract Cost

2/24/2022

Invoices will be based on actual, not estimated, costs.

Position Title: TEEN COURT DIRECTOR

	State FY 2022 Costs
Salary & Longevity (\$39,873 + 2.5% COLA @ 7 months)	23,841
Social Security 7.65%	1,824
Retirement 24.1%	5,746
Health Insurance	4,094
Workers' Compensation	119
Unemployment	408
Office Supplies	120
Training/Conference Registration Fees	0 1
Law Books	0 1
Hardware, Software, Support Services	483
Telecommunications	
Data infrastructure	287
In-State Travel	
Mileage (\$0.54/mile)	0 1
Lodging (\$85/day)	0 1
Meals (\$41/day)	0 1
Total Estimated Cost	\$36,923

1 Expenses not anticipated during this fiscal year.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made by and among Brunswick County; Communities in Schools of Brunswick County, Inc. (hereinafter "CIS"); and Jonathan M. David, in his capacity as District Attorney for the 15th Prosecutorial District (hereinafter "District Attorney") for the purpose of continuing Teen Court services to youth in Brunswick County, North Carolina. This agreement shall be in effect for the period of July 1, 2021 through June 30, 2022.

WHEREAS, the District Attorney has applied for and received grant funding to operate a Teen Court program to provide a diversion program for first-time juvenile offenders; and

WHEREAS, the District Attorney desires the assistance of Brunswick County and CIS in the administration of the program and the transfer of funding to the NCAOC for the remainder of this fiscal year.

NOW, THEREFORE, Brunswick County, CIS and the District Attorney mutually agree to the following:

1. The District Attorney will continue to serve as the sponsoring agency and responsible party for the Department of Public Safety Juvenile Crime Prevention Council funds pursuant to the Department of Public Safety (hereinafter "DPS") approved program agreement in place as of the date of this agreement.
2. The Teen Court program will at all times be operated with the DPS approved program agreement and requirements of DPS including the Juvenile Crime Prevention Council policy and requirements and procedures.
3. The Teen Court Director will be a full-time employee of the District Attorney for all purposes and shall be hired by and work under the sole supervision and direction of the District Attorney.
4. The District Attorney shall assign all funding received from DPS through Brunswick County to CIS for the salary, benefits, and support of the Teen Court through this memorandum of agreement.
5. CIS shall administer all funds for the Teen Court program in compliance with the DPS approved program agreement and requirements of DPS including the Juvenile Crime Prevention Council policy and requirements and procedures.
6. All parties agree that the current Funded Agency Agreement between Brunswick County and CIS shall continue in effect for the benefit of the Teen Court program.

7. Total compensation and support for the Teen Court Director will not exceed \$61,287 for the term of this agreement without an approved program agreement revision and a written amendment of this memorandum of agreement.
8. Proposed budget and operation changes must be submitted for approval of the Juvenile Crime Prevention Council and DPS through a program agreement revision.
9. All data and records related to program staff, volunteers, clients, and services will be made available for review, monitoring, and audit by the Juvenile Crime Prevention Council, DPS, and the state auditor.
10. Client files and records created during the term of this agreement are the property of the District Attorney's office and will be maintained at all times in accordance with DPS requirements.
11. This memorandum of agreement may be terminated by either party with no less than thirty (30) days written notice provided to the other party with a copy of the notice provided to the Brunswick County Manager, the Brunswick County Juvenile Crime Prevention chairperson, and the assigned DPS area consultant.
12. All parties agree that they each are an independent contractor and shall not represent themselves as an agent or employee of the other parties for any purpose.
13. All parties certify that they have 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.
14. Brunswick County and the District Attorney do not waive their governmental immunity by entering into this memorandum of agreement and fully retain all immunities and defenses provided by law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Memorandum of Agreement as of the Effective Date.

BRUNSWICK COUNTY

By: _____
Steven T. Stone, County Manager

**COMMUNITIES IN SCHOOLS OF
BRUNSWICK COUNTY, INC.**

By: Bonnie Jordan
Bonnie Jordan, Executive Director

**DISTRICT ATTORNEY
15TH PROSECUTORIAL DISTRICT**

By: Jonathan M. David
Jonathan M. David

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

Aaron Smith, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS FORM

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



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 4, 2022

Action Item # V. - 4.

From:
Cris Harrelson, Public Health Director

Health and Human Services - Health Services - FY 22-23 State
Consolidated Agreement

Issue/Action Requested:

Request that the Board of Commissioners approve the consolidated agreement for FY 22-23 between the State of North Carolina and Brunswick County Health Services.

Background/Purpose of Request:

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

Staff recommends approval of the consolidated agreement for FY 22-23.

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 consolidated agreement for FY 22-23 between the State of North Carolina and Brunswick County Health Services.

ATTACHMENTS:

Description

- Consolidated Agreement FY 22-23

FY 2023 CONSOLIDATED AGREEMENT

This Consolidated Agreement is made between the **North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (hereinafter referred to as “**DCFW**”) and **Division of Public Health** (hereinafter referred to as “**DPH**”), (herein DCFW and DPH collectively referred to as “**NCDHHS**”), and the **Brunswick County Health and Human Services** (herein after referred to as “**LHD**”) (herein NCDCFW, NCDPH, and LHD may individually be referred to as a “party” and collectively as the “parties”) for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Consolidated Agreement shall cover a period from June 1, 2022 to May 31, 2023 and shall remain in force until the next Fiscal Year Consolidated Agreement is signed except as provided for in Section X. Provision of Termination.

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

I. LHD RESPONSIBILITIES

A. Performance

1. LHD shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code (NCAC), as well as all applicable federal and North Carolina laws and regulations.
2. LHD shall perform the activities specified in the Agreement Addenda for State-funded budgets. LHD must negotiate these Agreement Addenda in good faith to the satisfaction of NCDHHS representatives as part of the Agreement execution. LHD will meet or exceed the Agreement Addenda deliverables unless extenuating circumstances prevail and are explained in writing and subsequently approved by the NCDHHS division, section, branch, or program.
3. LHD shall be committed to achieve health equity, promote inclusion of all populations affected by conditions contributing to health disparities (including race or ethnicity, sex, sexual identity, age, disability, socioeconomic status, and geographic location), and ensure all staff, clinical and non-clinical, participate in ongoing training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity. LHD shall administer and enforce all rules that have been adopted by the Commission for Public Health or adopted by the Local Board of Health, Consolidated Human Services Board, or Board of County Commissioners (hereinafter referred to as “LHD governing board”), and laws that have been enacted by the North Carolina General Assembly.
4. LHD shall provide to DPH a copy of any rules adopted, amended, or rescinded by the LHD governing board pursuant to N.C.G.S. § 130A-39 Powers and duties of a local board of health and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or rescission. These rules and ordinances are to be sent to the Deputy Director of DPH or designee.
5. LHD shall provide formal training/orientation for its LHD governing and/or advisory board members.
6. LHD shall not require a client to present identification that includes a picture of the client for, at a minimum, immunization, pregnancy prevention, sexually transmitted disease, and communicable disease services.

7. LHD shall provide or assure provision of Care Management for High-Risk Pregnancies (CMHRP) [formerly known as Pregnancy Care Management (OBCM)] and Care Management for At-Risk Children (CMARC) [formerly known as Care Coordination for Children (CC4C)]. These services may be funded by Medicaid, state or federal funding through Agreement Addenda, private funders, or local funds.
 - a. Per the federal Child Abuse Prevention and Treatment Act (CAPTA) requirements, a notification to the county child welfare agency must occur upon identification of an infant as “substance-affected,” as defined by NCDHHS, for the development of a Plan of Safe Care (POSC). The POSC requires that all substance-affected infants be referred by the local Child Welfare Agency to CMARC for care management and care coordination, regardless of insurance coverage.
 - b. Medicaid requires that the LHD has the first right of refusal to provide CMHRP and CMARC services for FY21 – FY23.
 - c. LHD shall use every resource including technical assistance from the regional consultants and State CMHRP and CMARC program leads to resolve issues to prevent care gaps and discontinuation of services.
 - d. In the event that LHD determines it cannot directly provide CMHRP and/or CMARC, LHD shall:
 - 1) Notify DPH and DCFW Directors in writing of LHD’s intention to discontinue the service at least 180 calendar days in advance of discontinuing the provision of CMHRP and/or CMARC;
 - 2) Cooperate with DPH in identifying another local health department that can provide these care management services; and
 - 3) Provide a written plan to the DPH Director outlining the agreed-upon terms for the transition. Deviations from the above process will be handled on a case-by-case basis.
8. LHD shall notify the DPH and DCFW Directors if any of the following occurs:
 - a. There is a legal name change to LHD.
 - b. LHD becomes part of a consolidated human services agency, a district, or a public health authority.
 - c. There is any other governance change.
 - d. LHD is not subject to the NC Human Resources Act.

Notification should be in writing within the next business day and provide a governance organizational chart and any relevant supporting documents reflecting the changes.

9. LHD shall retain financial and program records including electronic records in accordance with the North Carolina Department of Natural and Cultural Resources’ Local Government Schedules records retention policy (<https://archives.ncdcr.gov/government/local>) and in accordance with the retention of those records as described in Section IV. Fiscal Control, Paragraph F. Records resulting from these services shall not be destroyed, purged, or disposed of except in accordance with the records retention policy and in accordance with State and federal law. The State’s basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Consolidated Agreement or any Agreement Addenda has been started before expiration of the five-

year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

B. Data/Reporting

1. LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, and by North Carolina Administrative Code. Data shall be reported through North Carolina's centralized reporting system known as the LHD Health Services Analysis (LHD-HSA). To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service except as allowed by N.C.G.S. § 130A-34.2, LHD shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
2. LHD shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the Environmental Health Section of DPH in the format provided by the Environmental Health Section.
3. LHD shall provide access to patient records to authorized staff from DPH and DCFW for technical consultation, program monitoring, and program evaluation, as specified by this Consolidated Agreement, Agreement Addenda for State-funded budgets, North Carolina law, North Carolina Administrative Code, and federal law and regulation.
4. LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, North Carolina General Statutes, the North Carolina Administrative Code, and/or federal law or regulation. Data shall be reported through North Carolina's centralized reporting system, LHD-HSA.
5. LHD shall provide Network and internet access at its facilities (or to the county network where desired) in order to:
 - a. Connect with critical data and surveillance systems including, but not limited to, the North Carolina Health Alert Network (HAN), North Carolina Electronic Disease Surveillance System (NCEDSS), North Carolina Immunization Registry (NCIR), Local Health Department Health Services Analysis (LHD-HSA), North Carolina Crossroads WIC System, North Carolina Database Application for Vital Events (NCDAVE), and Electronic Birth Registration System (EBRS);
 - b. Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.);
 - c. Access NCDHHS training material and information used for training staff, including access to webinars;
 - d. Maintain a secure infrastructure for remote data entry; and
 - e. Report electronically all required Environmental Health Section inspection data in the format and frequency specified by DPH.
6. LHD may utilize security products (e.g., firewalls) of its choosing to maintain network connectivity and security integrity. The LHD network configuration and security practices must allow communication with systems within the NCDHHS networks.
7. LHD shall be responsible to report all privacy and security breaches that may affect NCDHHS data and surveillance systems to NCDHHS as soon as possible but no later than 24 hours from discovery of the breach by completing a report at <https://security.ncdhhs.gov/>. This may include but is not limited to Ransomware attacks, malicious code execution, or network breaches. LHD's access to NCDHHS data

and surveillance systems may be limited or turned off until proof of remediation is supplied by LHD. LHD shall reimburse NCDHHS or otherwise be held responsible for the costs associated with giving affected persons written notice of a privacy or security incident, as required by any applicable federal or state law, when the privacy or security incident arises out of LHD's performance under this Consolidated Agreement or Agreement Addenda.

C. Assessments and Plans

1. LHD shall provide to the Director of Community Health Assessment, State Center for Health Statistics or designee:
 - a. A comprehensive community health assessment (CHA) at least every four years for each county or health district as follows:
 - 1) The CHA report is due on the first Monday in March following the year of community health assessment.
 - 2) The CHA report shall be submitted as an attachment via the web-based software, Clear Impact Scorecard. The executive summary and community priorities will appear in the note fields.
 - 3) The CHA shall be a collaborative effort with local partners inclusive of hospitals, businesses, community partners, and local community health coalitions, and the CHA report shall identify a list of community health problems based on the assessment.
 - 4) The CHA report shall include primary and secondary data that is collected and analyzed.
 - 5) Secondary data shall be obtained from published statistical tables and reports from the State Center for Health Statistics (SCHS) or other official sources.
 - 6) Primary data needs and methodologies shall be determined once secondary data have been reviewed and gaps in knowledge about the community are identified.
 - 7) After analyzing primary and secondary data, the CHA report shall describe available community resources and resource needs for the identified community health problems.
 - 8) Each identified community health problem shall be prioritized and described in the narrative. The CHA report shall include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1.
 - b. A Community Health Improvement Plan (CHIP) no later than six months after the completion of the comprehensive community health assessment as follows.
 - 1) The CHIP is due by the first Monday in September following the year of assessment.
 - 2) The CHIP shall be submitted via the web-based software, Clear Impact Scorecard.
 - 3) The CHIP shall address a minimum of two priorities identified in the most recent community health assessment.
 - 4) The CHIP shall be data driven and derived by using results-based accountability to focus on both population and program accountability. Results, indicators, programs, and performance measures must be included.
 - 5) The CHIP shall be aligned with one or more of the Healthy North Carolina 2030 indicators and use best evidence interventions targeting health behaviors, the physical environment, social and economic factors, and/or clinical care.
 - 6) The CHIP shall be aligned with the current N.C. State Health Improvement Plan and consider policy recommendations as a best practice opportunity.

- 7) The CHIP shall be updated at least annually, and LHD must monitor its performance against the CHIP annually.
- 8) Components of the CHIP may persist across CHA-CHIP cycles when:
 - a) the health problem persists and continues to be a priority; and
 - b) new interventions are needed; and/or
 - c) the interventions need to be expanded to a new target population.
- c. A state of the county or district health report (SOTCH) during each interim year between community assessments as follows:
 - 1) The SOTCH is due by the first Monday in March in years when a CHA is not submitted.
 - 2) The SOTCH shall be submitted via the web-based software, Clear Impact Scorecard.
 - 3) The SOTCH shall include:
 - a) progress made on each performance measure in the CHIP;
 - b) morbidity and mortality changes since the last CHA;
 - c) emerging issues since the last CHA; and
 - d) new, paused, and/or discontinued initiatives since the last CHA.
2. LHD shall make a written request for any variances in submission of CHA, CHIP, and SOTCH documents in advance of the required date of submission. Emails may be sent to the Director, Community Health Assessment, State Center for Health Statistics at cha.sotch@dhhs.nc.gov.
3. For LHD accreditation, all instances of Clear Impact Scorecard must be linked to the HNC 2030 Scorecard licensed by the Foundation for Health Leadership & Innovation (FHLI).
4. Refer to guidance: <https://schs.dph.ncdhhs.gov/units/ldas/cha.htm>.

II. NCDHHS RESPONSIBILITIES

A. Training, Consultation, and Support

1. DCFW and DPH shall provide training to LHD for LHD's response to this Consolidated Agreement and to the Agreement Addenda. Upon request, consultation will be provided by DCFW and/or DPH to LHD.
2. DCFW and/or DPH shall provide coordination and support for the education and training for the public health workforce, including developing training opportunities at the Section/Branch/Program level to achieve health equity, promote inclusion of all populations affected by health disparities (including racial/ethnic minority groups and persons with disabilities), and ensure all staff, clinical and non-clinical, have opportunities for training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity.
3. DCFW and DPH shall provide leadership for liaison activities between NCDHHS and LHD for general problem solving and technical support around areas addressed within this Consolidated Agreement.
4. DPH shall provide high-level consultation, technical assistance, and advice to local health directors and teams via the Local and Community Support (LCS) Section. For more information, contact the DPH Deputy Director/LCS Section Chief. Broad content areas include, but are not limited to:
 - a. Board Relations;
 - b. Management Teams and Staffing;
 - c. Policy Development;

- d. Program Planning and Implementation;
 - e. Quality and Performance Improvement; and
 - f. General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
5. DCFW and DPH shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested. Contact the specific, division, section chief, or branch head.
 6. DPH shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies and procedures that cross programs via LCS: Local Technical Assistance and Training Branch (LTATB). Contact the Chief Public Health Nurse/Branch Head, LTATB.
 7. DPH shall provide support and consultation to the public health workforce in LHD, through the provision of regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance and data collection. Contact the Chief Public Health Nurse/Branch Head, LTATB.

B. Performance

1. DCFW and DPH shall act as liaisons between the public health system and the Division of Health Benefits (the State's Medicaid agency) on issues related to Medicaid reimbursed services provided by the State and LHD. DCFW and DPH shall cooperate with the Division of Health Benefits to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.
2. For services of the State Laboratory of Public Health (SLPH), DPH shall:
 - a. Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the SLPH only, when ordered via the SLPH's web-based mailroom ordering system;
 - b. Ensure qualified personnel to process, analyze, and report test results;
 - c. Ensure that SLPH maintains Clinical Laboratory Improvement Amendments of 1988 (CLIA) certification;
 - d. Submit invoices to LHD via electronic means;
 - e. Collect interest (per N.C.G.S. § 147-86.23 Interest and penalties) and a 10% late fee as appropriate; and
 - f. Provide a qualified Laboratory Director and a Technical Consultant for LHD's laboratories participating in the North Carolina SLPH CLIA Contract Program. Services provided by the oversight of this personnel include training and continuing education, CLIA inspection assistance, proficiency testing and enrollment, competency assessment, and models for laboratory forms, procedures, and policies.
3. DCFW and DPH will provide support and technical assistance for LHD to comply with all applicable laws, regulations, and standards relating to the activities covered in this Consolidated Agreement.
4. DCFW and DPH shall conduct reviews, audits, and program monitoring to determine compliance with the terms of this Consolidated Agreement and its associated Agreement Addenda.

C. Data/Reporting

1. DCFW and DPH shall provide automated data and surveillance systems to collect DCFW and DPH program-related data from client, service, encounter, and other data on behalf of LHD and other public health programs. DCFW and DPH shall provide business and technical support to the users of these systems. DCFW and DPH shall notify LHD as opportunities and/or timelines for improved or emerging technology systems occur. These systems may include, but are not limited to:
 - a. LHD-Health Services Analysis: for automated reporting of clinical service data fields;
 - b. Environmental Health Inspection Data System (EHIDS) (formerly NC BETS) for Food and Lodging inspection and billing data;
 - c. Electronic surveys for gathering statewide data for external funders;
 - d. Aid-to-Counties System for reporting and claiming State funds and any federal funds which are allocated by DPH;
 - e. North Carolina Health Alert Network (HAN);
 - f. North Carolina Electronic Disease Surveillance System (NCEDSS);
 - g. North Carolina Immunization Registry (NCIR);
 - h. Electronic Birth Registration System (EBRS);
 - i. COVID-19 Community Team Outreach (CCTO) Tool;
 - j. COVID-19 Vaccine Management System (CVMS); and
 - k. North Carolina Database Application for Vital Events (NCDAVE) for electronic death registration.

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

2. DCFW and DPH shall be responsible in its use of data received and reviewed in its various roles as a public health authority, health oversight agency, and business associate. Protected health information (PHI) received by DCFW and DPH in its capacity as a covered entity or business associate shall be protected as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (see Attachment B: Business Associate Agreement Addendum to this Consolidated Agreement).

D. Fund Availability and Notification: DCFW and DPH shall provide to LHD the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of its local budget proposals per current General Statute unless exceptions are noted in the respective Agreement Addenda.

1. An exception is the Food and Lodging distributions required by N.C.G.S. § 130A-248(d). DPH shall provide the Food and Lodging funding allocation on the Distribution Spreadsheet, which will accompany the Activity 874 Food and Lodging Agreement Addendum.
2. The Food and Lodging Local Health Department Request for Payment Form (DPH EH 2948) will accompany the Agreement Addendum for Activity 874 Food and Lodging and will be provided to LHD no later than March 30 for the State Fiscal Year (SFY) in which payment will be made. DPH shall disperse Food and Lodging funds to LHD upon receipt of the executed Agreement Addendum and the signed, completed, and approved Food and Lodging Local Health LHD Request for Payment Form.
3. DCFW and DPH shall provide a Funding Authorization document to LHD after the receipt of the Certified State Budget.

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

III. FUNDING STIPULATIONS

A. Use of Funds

1. Funding for this Consolidated Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Consolidated Agreement and the Agreement Addenda.
2. During the period of this Consolidated Agreement, LHD shall not use State, federal or Special Project funds received under this Consolidated Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see Section IV. Fiscal Control, Paragraph H. Local Appropriations Budget).

B. Compliance

1. To receive funding under this Consolidated Agreement, LHD shall comply with 10A NCAC 46, Section .0200 Standards for Local Health Departments.
2. LHD shall maintain authenticated employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in 2 C.F.R. Part 200) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.
3. LHD charges/billing. LHD shall:
 - a. Establish one charge per clinical/support service for all payors (including Medicaid) based on its related costs as permitted by N.C.G.S. § 130A-39(g);
 - b. Bill all payors the established charge (with the exception that when billing 340B Drug Pricing Program drugs or devices to Medicaid, all drugs or devices purchased using 340B Program must be billed to Medicaid at the acquisition cost);
 - c. Make every reasonable effort to collect charges for services through public or private third-party payors (except where prohibited by federal regulations or State law) noting, however, that no one shall be refused services solely because of an inability to pay; and
 - d. Review all LHD fees, including environmental health fees, annually with the governing body in accordance with the North Carolina Local Health Department Accreditation Board guidance and local policies.

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

4. LHD shall comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), codified at 2 C.F.R. 200, when utilizing federal grant funds.
 - a. When procuring goods and services with federal grant funds, LHD shall apply the most restrictive rule when following federal, State, and local government procurement requirements.

5. When administering the Women, Infants, and Children's Program (WIC), LHD must adhere to the requirements set forth in Section 361 of the Healthy Hunger-Free Kids Act of 2010, which amended Section 12(b) of the Richard B. Russell National School Lunch Act (NSLA), 42 U.S.C. 1760(b). This Act requires local health departments to support full use of the federal administrative funds provided for the WIC program. The federal administrative funds are specifically excluded from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions.
6. LHD agrees to execute the following consolidated Federal Certifications (Attachment C) as applicable when receiving federal funds and to immediately notify DCFW and DPH if the certifications, as executed, change during the term of the Consolidated Agreement:
 - a. Certification regarding Nondiscrimination;
 - b. Certification regarding Drug-Free Workplace Requirements;
 - c. Certification regarding Environmental Tobacco Smoke;
 - d. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions; and
 - e. Certification regarding Lobbying.
7. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), LHD is required to submit to DCFW and DPH information that is reportable by DCFW and DPH for all qualified sub-awardees of federal funds. LHD will complete and submit the FFATA Data Reporting Requirement forms provided by DCFW and DPH to determine the eligibility as a sub-awardee for reporting purposes. Information provided by LHD will be used by DCFW and DPH to report subawards (funding authorizations) equal to or greater than \$25,000 from each federal grant.
8. LHD shall maintain an active registration in the federal government's System for Award Management (SAM). The SAM registration must be updated no less often than annually in order to maintain an active status. To update the registration, LHD must log in at the SAM home page, www.sam.gov, and follow the instructions found there.

C. Training Reimbursement

1. Subject to the availability of funds and approval by the Office of the Chief Public Health Nurse/Local Technical Assistance Training Branch, LHD may request reimbursement of expenses for:
 - a. Public Health Registered Nurses participating in *Principles and Practices of Public Health Nursing* course. Reimbursement is \$400 per participant upon successful completion of the course. Reimbursement requests must be submitted by LHD to the Local Technical Assistance and Training Branch within the same fiscal year the course is completed; and/or
 - b. LHD Management/Supervision level staff participating in the *Management and Supervision for Public Health Professionals* course. Reimbursement is \$600 per participant upon successful completion of the course. Reimbursement requests must be submitted by LHD to the Local Technical Assistance and Training Branch within the same fiscal year the course is completed.

The Training Funds Reimbursement Request Form can be found at <https://publichealth.nc.gov/lhd/> under the General Information: Training Reimbursement section. (This form can also be downloaded at <https://publichealth.nc.gov/lhd/docs/Funds-ReimbForm.xlsx>.)

2. Subject to the availability of funds and approval by the Environmental Health Section, LHD may request reimbursement for Centralized Intern Training (CIT) and a one-time mileage allocation. Reimbursement requests must be submitted by LHD to the Environmental Health Section within the

same fiscal year the training is completed. Reimbursement requires successful completion of the course and requests must be submitted by LHD within 60 days course completion. (Reimbursement Request Form DHHS 4125 *Centralized Intern Training Funds Reimbursement Request* is available at <https://ehs.ncpublichealth.com/oet/index.htm>)

- a. For Interns attending CIT sessions, reimbursement amounts are based on the session attended:
 - 1) Food Protection & Facilities Track — \$280
 - 2) On-Site Water Protection Track — \$560
 - 3) Tier 2 General EH Module — \$280
- b. For cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions, reimbursement amounts are based on the session attended:
 - 1) Food, Lodging, & Institutions— \$170
 - 2) Child Care & School Sanitation— \$62
 - 3) On-site Water Protection— \$450
 - 4) Private Drinking Water Wells— \$62
 - 5) Public Swimming Pools— \$62
 - 6) Tattoo— \$62
- c. A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas in which they are employed.
 - 1) Area 1 — \$57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
 - 2) Area 2 — \$170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell, Jones, Lincoln, Martin, Mecklenburg, New Hanover, North Hampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin.
 - 3) Area 3 — \$283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.
 - 4) Area 4 — \$396: Cherokee, Clay, Graham, Macon, Swain.

D. Purchases

1. Equipment is a type of fixed asset consisting of specific items of property that: (1) is tangible in nature; (2) has a life longer than one year; and (3) has a significant value.
 - a. For Inventory Purposes:
 - 1) Equipment must be accounted for in accordance with guidance published by the Governmental Accounting Standards Board (GASB) for capital assets.
 - 2) All equipment with an acquisition cost of \$500 or more that was purchased with Women, Infants and Children (WIC) Program Funds prior to January 1, 2018 will be inventoried with the Nutrition Services Branch. The Local Agency is responsible for assigning a fixed asset number and applying a fixed asset tag to equipment purchased by the Local Agency, using WIC funds, after January 1, 2018. Within 60 days of the purchase, the Local Agency will provide to the Nutrition Services Branch a written report of the purchase, including a description of the item purchased, serial number, fixed asset tag number, and a copy of the bill of sale.

b. For Prior Approval Purposes:

- 1) Unless a more restrictive requirement applies in an Agreement Addendum, all equipment purchased or leased with an acquisition cost exceeding \$2,500, where there is an option to purchase with State/federal funds, the purchase or lease must receive prior written approval from the appropriate Section and Branch within DCFW and DPH. [See Subparagraph 2 below for WIC requirements.] For those purchased with Public Health Preparedness and Response (PHP&R) Branch funds only, any purchase exceeding \$2,500 per invoice shall be treated as a single purchase for prior approval purposes. [For example, on one invoice, the LHD purchases a computer, monitor, and printer totaling more than \$2,500, or purchases six computers at \$500 each.]
- 2) For WIC, all computer and medical equipment purchased or leased, must receive prior written approval from the Branch regardless of cost. In addition, all other tangible assets (non-computer/medical) with an acquisition cost exceeding \$500 must receive prior approval. Computer accessories, such as keyboards and monitors, do not require approval.

c. For Accounting Purposes

- 1) LHD must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of \$5,000 or greater. The accumulated depreciation shall be recorded in the general fixed assets account group.
2. Prior approval required for purchases other than equipment:
- a. For PHP&R Branch funds, purchases for meals and refreshments must receive prior written approval from the PHP&R Branch.
 - b. The use of Women's and Children's Health Medicaid fees for capital improvements requires prior written approval from the Women's and Children's Health Section.
 - c. For other prior approval requirements, see individual Agreement Addenda.

IV. FISCAL CONTROL

- A. LHD shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.
1. LHD shall maintain a purchasing and procurement system in accordance with generally accepted accounting principles and procedures set forth by the Local Government Commission (<https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission>).
- B. LHD shall execute written agreements with all parties who invoice LHD for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.
- C. When subcontracting, LHD must meet the following requirements:
1. LHD is not relieved of the duties and responsibilities provided in this Consolidated Agreement and Agreement Addenda.
 2. LHD will not enter into a subcontractual financial assistance agreement with any entity on the current North Carolina Office of State Budget and Management (OSBM) "Suspension of Funding" list (SOFL) and shall withhold funds not yet disbursed until the entity has been removed from the SOFL. Updated SOFLs are released weekly and are available on the OSBM website (<https://www.osbm.nc.gov/management/grants>).

3. The subcontractor will agree to abide by the standards contained herein or to provide such information as to allow LHD to comply with these standards.
 4. The subcontractor shall be subject to all conditions of this Consolidated Agreement and of any subsequent Agreement Addenda for which they perform work on behalf of LHD.
 5. The subcontractor will agree to allow DCFW and/or DPH and federal authorized representatives' access to any records pertinent to its role as a subcontractor of LHD.
 6. Upon request, LHD will make available to the DCFW and/or DPH a copy of subcontracts supported with State or federal funds.
- D. LHD must receive prior written approval from the DCFW and/or DPH to subcontract when any of the following conditions exist:
1. LHD proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Consolidated Agreement;
 2. LHD proposes to subcontract 50 percent or more, or \$50,000, whichever is greater, of the total State and federal funds made available through this Consolidated Agreement or any Agreement Addendum; and/or
 3. LHD proposes to subcontract for any of the services in the Women, Infants and Children (WIC) Program.
- E. LHD shall return by email a signed copy of all public health Funding Authorization documents to the DPH Budget Office.
- F. LHD shall retain a copy of all Funding Authorization documents, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid-to-Counties Database), Consolidated Agreement and subsequent Amendments, Agreement Addenda, Agreement Addenda Revisions, and other financial records in accordance with the current Records Disposition Schedule for Local Health Departments issued by the North Carolina Department of Natural and Cultural Resources and located on its website at: <https://archives.ncdcr.gov/government/local-government-agencies/local-health-departments-schedule>.
- G. **Audits/Monitoring:** The county or LHD shall have an annual audit performed in accordance with the Single Audit Act of 1984 (with amendment in 1996) and 2 C.F.R. Part 200. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county LHD) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the NCDHHS Internal Audit Office by LGC will be investigated and findings verified by the NCDHHS Controller's Office staff with assistance of DPH Program Staff.
- H. **Local Appropriations Budget:**
1. LHD shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Agreement Addendum in a manner consistent with

instructions provided in funding-specific budgetary guidance from DCFW and DPH and the specific guidance from the respective programs.

2. LHD shall not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.1.(a) State funds for maternal and child health care/nonsupplanting.
 3. LHD shall budget and expend all income earned by LHD for maternal and child health programs supported in whole or in part from State or federal funds, received from the Department, to further the objectives of the program that generated the income, pursuant to N.C.G.S. § 130A-4.1.(b) State funds for maternal and child health care/nonsupplanting.
 4. LHD shall not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.2. State funds for health promotion/nonsupplanting.
 5. LHD shall complete the LHD Assurance of County Appropriations Maintenance (Nonsupplanting) (Attachment A) regarding its compliance with these requirements.
- I. **Local Earned Revenues Budgeting and Reporting:** LHD shall observe the following conditions when budgeting and expending Local Earned Revenues:
1. Locally appropriated funds may not be withdrawn due to fee collection greater than projected in the budget or due to new grant funding except during the last two months of the fiscal year to allow the county to manage end of year budget close out.
 2. Earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it unless otherwise noted in the respective Agreement Addenda.
 - a. Revenue generated by a women's or children's health program may be budgeted and expended in any women's or children's health program, unless a specific Agreement Addendum has a more restrictive requirement.
 3. LHD shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
 4. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 2 C.F.R. Part 200.
 5. A local account shall be maintained for unexpended earned revenues (i.e., Title XIX fees, private insurance, or private pay [cash]). Accounts shall be maintained in sufficient detail to identify the program source generating the fees.
 6. The amount of Title XIX fees budgeted and expended in FY 2022-2023 must equal or exceed the amount of Title XIX revenues earned during FY 2020-2021. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if LHD provides sufficient justification.
- J. **Aid-to-Counties Database and Expenditure Reports:** LHD shall submit a monthly report of actual State, federal, and local required match expenditures to the NCDHHS Controller's Office via the Aid-to-Counties Database (ATC).
1. Specific ATC instructions and training will be provided by LTATB to LHD.

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

The health director and the finance officer will approve the monthly Expenditure Report in ATC, and the system will alert the staff in the NCDHHS Controller's Office that expenditures have been approved and certified. The "Certification" verifies that the total State and federal expenditures reported are valid for the pertinent month's actual expenditures. Local required match expenditures are part of the Expenditure Report. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services provided during one month in the following month.

3. The final Expenditure Report for the SFY, the last service month to be paid in the SFY, will be May services, which are reported and paid in June. (Services provided in June and reported in July will be paid out of the next SFY.)
4. When Agreement Addenda are supported by federal funding or grants that do not coincide with the SFY, care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for each grant. Expenditures of federal funds must be reported according to the funding period for a grant. For each grant, the Budgetary Estimate document and the Funding Authorization document will have service and payment month dates listed. Failure to report expenditures after the payment period ends may result in non-payment.
5. LHD shall have the opportunity to submit amended expenditure reports in the month following discovery of the error. LHD shall not wait to submit all adjustments with the invoice submitted to the Office of the Controller at the end of May as that will not allow sufficient time for verification of the adjustments before the last payment in the SFY.
 - a. In accordance with Paragraph IV.J.4 above, LHD must keep current on reporting adjustments against federal funds to ensure such adjustments are received in time to be paid within the grant's payment period.
 - b. LHD shall review its prior reimbursement claims against payments monthly.
 - c. Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid unless an exception is approved by the DPH Budget Office.
 - d. Any overpayments identified by either the State or LHD will be adjusted out of the next month's claim for reimbursement by the NCDHHS Controller's Office or by submitting a check to NCDHHS for payment if it is the last month of the fiscal year or the federal grant is closed. There is no provision to carry forward funds from one SFY to another; therefore, any adjustment not included in the June payment (or earlier if the grant period expires during the SFY) shall be paid from local funds.

V. PERSONNEL POLICIES

- A. LHD shall adhere to and fully comply with State and county personnel policies as applicable.
- B. Environmental Health Specialists employed by the LHD shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to

N.C.G.S. § 130A-4 Administration. This delegation shall be done according to 15A NCAC 01O .0101 Scope of Delegated Authority.

1. LHD is responsible for sending their newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.
2. Arrangements for centralized intern training for newly employed environmental health specialists will be handled by the DPH Education and Training Staff.
3. LHD, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by LHD. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.

C. LHD shall comply with 10A NCAC 46 .0301 Minimum Standard Health Department: Staffing.

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

VI. CONFIDENTIALITY

- A. LHD shall protect the confidentiality of all information, data, instruments, documents, studies, or reports received under this Consolidated Agreement and/or Agreement Addenda in accordance with the standards of the NCDHHS privacy and security policies, applicable local laws, State regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Part 160 and subparts A and E of Part 164, Security Standards at 45 C.F.R. Parts 160, 162, and subparts A and C of Part 164 (“the Security Rule”), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH).
- B. All information obtained by LHD personnel in connection with the provision of services or other activity under this Consolidated Agreement and/or Agreement Addenda shall be confidential, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda. Information may be disclosed in accordance with North Carolina and federal law, which may include in summary, statistical, or other form that does not directly or indirectly identify particular individuals. Otherwise, information shall not be disclosed or made available to any individual or organization without the prior written consent of the client or responsible person, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda.
- C. LHD employees, contractors, volunteers, students, and those acting on LHD’s behalf and authority must sign confidentiality agreements documenting the knowledge of, and the agreement to maintain personal and medical confidentiality.

VII. CIVIL RIGHTS

- A. LHD shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Consolidated Agreement and/or Agreement Addenda.
- B. The Americans with Disabilities Act of 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with

disabilities in State and local government services and public accommodations. LHD certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Consolidated Agreement and Agreement Addenda.

- C. As required by Title VI of the Civil Rights Act of 1964, LHD, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by LHD.

VIII. DISBURSEMENT OF FUNDS

- A. DCFW and/or DPH, as applicable, shall disburse funds to LHD on a monthly basis; monthly disbursements for each program Activity will be based on monthly expenditures reported.
- B. Total payment by program Activity is limited to the total amount listed on the Funding Authorization document and any Funding Authorization revision documents received after the initial notification.
- C. Final payments for the State Fiscal Year will be made based on the final monthly Expenditure Report, which is due as delineated per the Controller's Office's Aid-to-Counties Payment Schedule.

IX. AMENDMENT OF AGREEMENT

Amendments, modifications, or waivers of this Consolidated Agreement may be made at any time by mutual written consent of all parties, signed by appropriate representatives of the parties. This Consolidated Agreement may not be amended orally or by performance.

X. PROVISION OF TERMINATION

- A. Any party may terminate this Consolidated Agreement or any Agreement Addenda for reasons other than non-compliance upon 60 days written notice from the terminating party to the other parties. If termination occurs, LHD shall receive payment only for allowable expenditures, up to and including the date of termination. Termination for reasons of non-compliance shall be handled in accordance with Section XI.
- B. In the event of termination of this Consolidated Agreement or any associated Agreement Addenda, DCFW and/or DPH may withhold payment to LHD until it can be determined whether LHD is entitled to further payment or whether DCFW and/or DPH is entitled to a refund.

XI. COMPLIANCE

- A. DCFW and/or DPH shall respond to non-compliance with all terms of this Consolidated Agreement or any Agreement Addenda as follows:
 - 1. Upon determination of non-compliance, DCFW and/or DPH shall give LHD 60 days prior written notice to come into compliance. If the deficiency is corrected, LHD shall submit a written report to DCFW and/or DPH that sets forth the corrective action taken.
 - 2. If the stated deficiency is not corrected to the satisfaction of DCFW and/or DPH after the 60-day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.
 - 3. If the deficiency is not corrected to the satisfaction of DCFW and/or DPH within 90 days of the written notice in Section XI.A.1, program funds may be permanently suspended until LHD can provide evidence that the deficiency has been corrected.

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

- B. Monitoring – "Uniform Guidance" or "Omni-Circular" 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F Audit Requirements requires that pass-through entities monitor the activities of its subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provision of contracts or grant agreements and that performance goals are achieved.

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

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

In witness whereof, **LHD, Division of Child and Family Well-Being**, and **Division of Public Health** have executed this Consolidated Agreement.

Brunswick County Health and Human Services

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

Health or Human Services Director Date

Division Director Date

**North Carolina Department of Health and Human Services,
Division of Child and Family Well-Being**

Finance Officer Date

County Official Date
(when locally required)

Division Director Date

ATTACHMENT A
LHD Assurance of County Appropriations Maintenance (Nonsupplanting)

The LHD assures compliance with the following North Carolina General Statutes:

§ 130A-4.1. State funds for maternal and child health care/nonsupplanting.

- (a) The Department shall ensure that local health departments do not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose.
- (b) All income earned by local health departments for maternal and child health programs supported in whole or in part from State or federal funds, received from the Department, shall be budgeted and expended by local health departments to further the objectives of the program that generated the income. (1991, c. 689, s. 170; 1997-443, s. 11A.57.)

§ 130A-4.2. State funds for health promotion/nonsupplanting.

The Department shall ensure that local health departments do not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose. (1991, c. 689, s. 171; 1997-443, s. 11A.58.)

Acting officially in an authorized capacity on behalf of the LHD and with an understanding of the LHD's responsibilities under this Assurance, I assure the nonsupplantation of county appropriations as specified above.

All information provided with this Assurance is up-to-date and accurate. I am aware that false statements could be cause for invalidating this Assurance and may lead to other administrative or legal action.

Brunswick County Health and Human Services

Health or Human Services Director

Date

Finance Officer

Date

County Official

Date

(Attachment A to the Consolidated Agreement requires the County Official signature if it was included on the Consolidated Agreement.)

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

This Business Associate Agreement (the “Agreement”) is made effective June 1, 2022, by and between **Brunswick County Health and Human Services** (“Covered Entity”) and the **North Carolina Department of Health and Human Services, Division of Public Health and the North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (collectively, the “Business Associate”), (the Covered Entity and the Business Associate collectively, the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to the “FY 2023 Consolidated Agreement” (the “Consolidated Agreement”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an LHD in the State of North Carolina that has been designated in whole or in part by as a “covered entity” for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Agreement Addendum to the Consolidated Agreement with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

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

- a. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
- b. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- d. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and applicable parts of Part 164.
- e. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- g. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
- h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

- b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.
- e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.
- g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Consolidated Agreement permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Consolidated Agreement, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
 - 1) the disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Consolidated Agreement or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Consolidated Agreement terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Consolidated Agreement or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Consolidated Agreement.
- b. Except as provided in this Agreement, all terms and conditions of the Consolidated Agreement shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Consolidated Agreement, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Consolidated Agreement terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Consolidated Agreement for cause.

Brunswick County Health and Human Services

Health or Human Services Director _____ Date _____

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

North Carolina Department of Health and Human Services
Division of Child and Family Well-Being

Division Director _____ Date _____

Division Director _____ Date _____

ATTACHMENT C FEDERAL CERTIFICATIONS

The undersigned states that:

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

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

OR

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

 Signature

 Title

Brunswick County Health and Human Services

 Contractor [Organization] Legal Name

 Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

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

Street Address No. 1: _____

City, State, Zip Code: _____

Street Address No. 2: _____

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

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

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

Instructions

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

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

Certification

- a. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

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

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

VI. Disclosure of Lobbying Activities

Instructions

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

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

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Disclosure of Lobbying Activities
(Approved by OMB 0348-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, (if known) Congressional District (if known) _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number (if applicable) _____	
8. Federal Action Number (if known) _____	9. Award Amount (if known) : \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	b. Individuals Performing Services <i>(including address if different from No. 10a.) (last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary): _____		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

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

ATTACHMENT D STATE CERTIFICATIONS

Contractor Certifications Required by North Carolina Law

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

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

Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
 - (b) [check **one** of the following boxes]
 - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
 - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's

Name:

Brunswick County Health and Human Services

Contractor's

Authorized Agent: Signature _____

Date _____

Printed Name _____

Title _____

Witness:

Signature _____

Date _____

Printed Name _____

Title _____

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



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 4, 2022

Action Item # V. - 5.

IT - Infranet - eRate Library Agreement

From:

Cindy Hewett, IT Director

Issue/Action Requested:

Request that the Board of Commissioners ratify attached agreement with Infranet Technologies Group for networking equipment needed for each of the five Brunswick County libraries.

Background/Purpose of Request:

In order to be considered for federal eRate funding that would cover 85% of the cost associated with needed networking equipment, the completed and signed agreement had to be submitted no later than March 22, 2022. The equipment will not be purchased if the eRate funding is not approved.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners ratify attached agreement with Infranet Technologies Group for networking equipment needed for each of the five Brunswick County libraries.

ATTACHMENTS:

Description

- ☐ Infranet Goods and Services Agreement
- ☐ Grant Application Evaluation Form

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 Infranet Technologies Group, Inc. (hereinafter referred to as “Provider”), party of the second part.

WITNESSETH:

1. GOODS AND SERVICES; FEES

The goods to be purchased and the services to be performed under this Agreement (hereinafter referred to collectively as the “Project”) and the agreed upon fees for the Project are set forth on the Proposal excerpts attached hereto as Exhibit “A” and incorporated herein by reference.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 03/22/2022 (the “Effective Date”) and continues in effect until 03/21/2027, 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. County may also cancel this Agreement and all goods and services set forth in Exhibit “A” in the event it does not receive subsidized E-Rate funding as set forth in Section 4.b. below.

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

- a. County agrees to pay costs as specified in Exhibit "A" or as set out above for the satisfactory completion of the Project, subject to the E-Rate funding contingency set forth below. No advance payment shall be made for the work to be performed by Provider under this Agreement. In no event shall County make any payment to Provider under this Agreement until it receives written notice approving subsidized E-Rate funding for the Project.
- b. *E-Rate Funding Contingency.* County's purchases under this Agreement and Exhibit "A" are contingent upon County's receipt of subsidized E-Rate funding through the Schools and Libraries Division of the Universal Service Administrative Company, the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries. In the event County does not receive said funding, it may cancel this Agreement and all goods and services under Exhibit "A" effective immediately. Cancellation attributable to non-receipt of E-Rate funding shall not be considered a breach or default under this Agreement.

5. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

6. PROVIDER REPRESENTATIONS

- a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- 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.

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

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

- 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

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

- 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.

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.

- 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: Infranet Technologies Group, Inc.
235 Government Center Drive, Ste 200
Wilmington, NC 28403

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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.

BRUNSWICK COUNTY

By: Steven T. Stone

Printed Name: Steven T. Stone

Title: County Manager

Date: 3/22/2022

INFRANET TECHNOLOGIES GROUP, INC.

By: John Livesay

Printed Name: John Livesay

Title: Chief Sales Officer

Date: 3/22/2022

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

Aaron C. Smith

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

APPROVED AS TO FORM

Bryan W. Batton

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



EXHIBIT "A"

2022 Brunswick County Library E-Rate Proposal

Quote # 015939 | Version 4
March 11, 2022

PREPARED BY

Infranet Technologies Group

Cody Chittum
Account Executive
cchittum@infranetgroup.com

PREPARED FOR

Brunswick County Library

Alan Cheers
alan.cheers@brunswickcountync.gov

2022 Brunswick County Library E-Rate Proposal

**Prepared by:****Infranet Technologies Group**

Cody Chittum
919-307-4704
Fax 910-392-0948
cchittum@infranetgroup.com

Prepared for:**Brunswick County Library**

109 W MOORE ST
Southport, NC 28461
Alan Cheers
(910) 253-2645
alan.cheers@brunswickcountync.gov

Quote Information:**Quote #: 015939**

Version: 4
Delivery Date: 03/11/2022
Expiration Date: 04/11/2022

Quote Summary

Description	Amount
Leland Library	\$11,333.12
Southport Library	\$7,727.46
Shallotte Library	\$7,727.46
Oak Island Library	\$7,727.46
South Brunswick Library	\$13,451.30
Subtotal:	\$47,966.80
Estimated Tax:	\$3,237.78
Total:	\$51,204.58

Erate Information

Brunswick County Library Information

Billed Entity Number: 127009

FCC Registration Number: 0025051244

Form 470 Application Number: 220019090

Infranet Erate Information:

SPIN#143050877

FCC Registration Number (FRN): 0027529858

Leland Library

Qty	Description		Price	Ext. Price
(2) Meraki MR36 Indoor Wireless Access Points with 5YR Licenses				
2	Meraki MR36 802.11ax 1.70 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable		\$452.12	\$904.24
2	Meraki MR Enterprise Cloud Controller License, 5 Years - Meraki MR Series Access Point - Subscription License - 5 Year License Validation Period		\$253.94	\$507.88
(1) Meraki MX75 Firewall with 5YR Enterprise License				
1	Meraki MX75 Network Security/Firewall Appliance - 12 Port - 1000Base-T, 1000Base-X - Gigabit Ethernet - 10 x RJ-45 - 1 Total Expansion Slots - Desktop, Wall Mountable		\$1,127.49	\$1,127.49
1	Meraki Enterprise for MX75-HW + Support - Subscription License - 1 License - 5 Year		\$1,582.19	\$1,582.19
(2) Meraki MS120-48FP Switches with 5YR Licensing & (2) 50cm Stack Cables				

Leland Library

Qty	Description		Price	Ext. Price
2	Meraki MS120-48FP Ethernet Switch - 48 Ports - Manageable - Gigabit Ethernet - 10/100/1000Base-T - 2 Layer Supported - Modular - 4 SFP Slots - Power Supply - Twisted Pair, Optical Fiber - 1U High - Rack-mountable, Desktop		\$3,159.86	\$6,319.72
2	Cisco Meraki Enterprise + 5 Years Enterprise Support - Subscription License - Switch - 5 Year - MS120-48FP Cloud Managed - Subscription License 1 Switch - 5 Year License Validation Period		\$445.80	\$891.60
Subtotal:				\$11,333.12

Southport Library

Qty	Description		Price	Ext. Price
(2) Meraki MR36 Indoor Wireless Access Points with 5YR Licenses				
2	Meraki MR36 802.11ax 1.70 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable		\$452.12	\$904.24
2	Meraki MR Enterprise Cloud Controller License, 5 Years - Meraki MR Series Access Point - Subscription License - 5 Year License Validation Period		\$253.94	\$507.88
(1) Meraki MX75 Firewall with 5YR Enterprise License				
1	Meraki MX75 Network Security/Firewall Appliance - 12 Port - 1000Base-T, 1000Base-X - Gigabit Ethernet - 10 x RJ-45 - 1 Total Expansion Slots - Desktop, Wall Mountable		\$1,127.49	\$1,127.49
1	Meraki Enterprise for MX75-HW + Support - Subscription License - 1 License - 5 Year		\$1,582.19	\$1,582.19
(1) Meraki MS120-48FP Switch with 5YR Licensing				

Southport Library

Qty	Description		Price	Ext. Price
1	Meraki MS120-48FP Ethernet Switch - 48 Ports - Manageable - Gigabit Ethernet - 10/100/1000Base-T - 2 Layer Supported - Modular - 4 SFP Slots - Power Supply - Twisted Pair, Optical Fiber - 1U High - Rack-mountable, Desktop		\$3,159.86	\$3,159.86
1	Cisco Meraki Enterprise + 5 Years Enterprise Support - Subscription License - Switch - 5 Year - MS120-48FP Cloud Managed - Subscription License 1 Switch - 5 Year License Validation Period		\$445.80	\$445.80
Subtotal:				\$7,727.46

Shallotte Library

Qty	Description		Price	Ext. Price
(2) Meraki MR36 Indoor Wireless Access Points with 5YR Licenses				
2	Meraki MR36 802.11ax 1.70 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable		\$452.12	\$904.24
2	Meraki MR Enterprise Cloud Controller License, 5 Years - Meraki MR Series Access Point - Subscription License - 5 Year License Validation Period		\$253.94	\$507.88
(1) Meraki MX75 Firewall with 5YR Enterprise License				
1	Meraki MX75 Network Security/Firewall Appliance - 12 Port - 1000Base-T, 1000Base-X - Gigabit Ethernet - 10 x RJ-45 - 1 Total Expansion Slots - Desktop, Wall Mountable		\$1,127.49	\$1,127.49
1	Meraki Enterprise for MX75-HW + Support - Subscription License - 1 License - 5 Year		\$1,582.19	\$1,582.19
(1) Meraki MS120-48FP Switch with 5YR Licensing				

Shallotte Library

Qty	Description		Price	Ext. Price
1	Meraki MS120-48FP Ethernet Switch - 48 Ports - Manageable - Gigabit Ethernet - 10/100/1000Base-T - 2 Layer Supported - Modular - 4 SFP Slots - Power Supply - Twisted Pair, Optical Fiber - 1U High - Rack-mountable, Desktop		\$3,159.86	\$3,159.86
1	Cisco Meraki Enterprise + 5 Years Enterprise Support - Subscription License - Switch - 5 Year - MS120-48FP Cloud Managed - Subscription License 1 Switch - 5 Year License Validation Period		\$445.80	\$445.80
Subtotal:				\$7,727.46

Oak Island Library

Qty	Description		Price	Ext. Price
(2) Meraki MR36 Indoor Wireless Access Points with 5YR Licenses				
2	Meraki MR36 802.11ax 1.70 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable		\$452.12	\$904.24
2	Meraki MR Enterprise Cloud Controller License, 5 Years - Meraki MR Series Access Point - Subscription License - 5 Year License Validation Period		\$253.94	\$507.88
(1) Meraki MX75 Firewall with 5YR Enterprise License				
1	Meraki MX75 Network Security/Firewall Appliance - 12 Port - 1000Base-T, 1000Base-X - Gigabit Ethernet - 10 x RJ-45 - 1 Total Expansion Slots - Desktop, Wall Mountable		\$1,127.49	\$1,127.49
1	Meraki Enterprise for MX75-HW + Support - Subscription License - 1 License - 5 Year		\$1,582.19	\$1,582.19
(1) Meraki MS120-48FP Switch with 5YR Licensing				

Oak Island Library

Qty	Description		Price	Ext. Price
1	Meraki MS120-48FP Ethernet Switch - 48 Ports - Manageable - Gigabit Ethernet - 10/100/1000Base-T - 2 Layer Supported - Modular - 4 SFP Slots - Power Supply - Twisted Pair, Optical Fiber - 1U High - Rack-mountable, Desktop		\$3,159.86	\$3,159.86
1	Cisco Meraki Enterprise + 5 Years Enterprise Support - Subscription License - Switch - 5 Year - MS120-48FP Cloud Managed - Subscription License 1 Switch - 5 Year License Validation Period		\$445.80	\$445.80
Subtotal:				\$7,727.46

South Brunswick Library

Qty	Description		Price	Ext. Price
(5) Meraki MR36 Indoor Wireless Access Points with 5YR Licenses				
5	Meraki MR36 802.11ax 1.70 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable		\$452.12	\$2,260.60
5	Meraki MR Enterprise Cloud Controller License, 5 Years - Meraki MR Series Access Point - Subscription License - 5 Year License Validation Period		\$253.94	\$1,269.70
(1) Meraki MX75 Firewall with 5YR Enterprise License				
1	Meraki MX75 Network Security/Firewall Appliance - 12 Port - 1000Base-T, 1000Base-X - Gigabit Ethernet - 10 x RJ-45 - 1 Total Expansion Slots - Desktop, Wall Mountable		\$1,127.49	\$1,127.49
1	Meraki Enterprise for MX75-HW + Support - Subscription License - 1 License - 5 Year		\$1,582.19	\$1,582.19
(2) Meraki MS120-48FP Switches with 5YR Licensing & (2) 50cm Stack Cables				

South Brunswick Library

Qty	Description		Price	Ext. Price
2	Meraki MS120-48FP Ethernet Switch - 48 Ports - Manageable - Gigabit Ethernet - 10/100/1000Base-T - 2 Layer Supported - Modular - 4 SFP Slots - Power Supply - Twisted Pair, Optical Fiber - 1U High - Rack-mountable, Desktop		\$3,159.86	\$6,319.72
2	Cisco Meraki Enterprise + 5 Years Enterprise Support - Subscription License - Switch - 5 Year - MS120-48FP Cloud Managed - Subscription License 1 Switch - 5 Year License Validation Period		\$445.80	\$891.60

Subtotal: **\$13,451.30**

Infranet Services

Qty	Description
	Infranet services are not included in hardware or software costs and will be billed on an hourly rate.
Subtotal: \$0.00	

Terms and Conditions

Customer Responsibilities

- Cancellation of third party service agreements with providers where Client has a direct agreement with the vendor
- Coordinate any required downtime for normal business hours as well as outside normal business hours
- Complete backup of data that correlates with new system being installed before Infranet's implementation Although Infranet will utilize best practices to avoid any data loss, Infranet is not responsible for lost data and/or applications
- Provide existing LAN and WAN documentation, access to DNS hosting administration and full Domain Admin access privileges and any other relevant credentials necessary for integration
- Provide compatibility check with existing systems that will need to interface with new project products
- Provide VPN access in both the short term and long term, if ongoing support is requested
- Building access is required for project installation. This may need to be after hours or non-working hours. Infranet may choose to perform work over a longer period than an eight hour workday
- A Client Contact is required. The Client Contact will have the authority to act for the Client in all aspects of this Project. The Client Contact will provide timely access to technical and business point of contact and required data/information for matters related to the scope of work. The Client Contact will ensure attendance by key Client contacts at Client meetings and deliverable presentations
- Provide administrative level usernames and passwords which are required for access
- The Client, Infranet and any other necessary third parties will agree on project scheduling and planning. Once a travel schedule is agreed upon, client will be liable for travel change fees for any reason beyond the control of Infranet.
- For all voice over IP related work, Infranet will advise and assist client with best efforts to setup 911 properly, but the Client is responsible for testing and properly registering their correct business address with their carrier which should be completed prior to production or any affecting changes on their system.

Assumptions

- All work is to be completed during Infranet's normal working hours unless otherwise explicitly stated. (Some services may require or incur downtime during the client's normal business hours.
- Meet requirements for power, space, cabling and external/internal connectivity (if not completed prior to onsite installation, the client is subject to additional charges)
- Infranet reserves the right to perform portions of the work remotely according to a schedule mutually agreed to be both Client and Infranet
- Infranet is not responsible for product or service delivery delays caused by Client facility or personnel challenges and manufacturer delivery issues
- Project completion within the agreed timeframe is contingent upon Infranet receiving the necessary Client information and gaining access to the necessary client resources, personnel, and facilities in a timely manner
- Client is appropriately licensed and authorized to use all software involved
- This proposal was provided based upon high level data and therefore is only as accurate as that data. A detailed

review of this proposal should be conducted to avoid gaps in what is being provided and what is being expected. Infranet also suggests a contingency budget for items that are discovered and need to be accounted for during implementation

- Infranet is not responsible for performance issues with any third party software and integration with existing applications
- Infranet is not responsible for any power issues that may result in loss of data

Non-Deliverables

- Cabling is not included in this quote (inter-office, DMARC extension, patch cables, etc.) but can be provided

Change Orders

All other items and tasks not specified above will be viewed as a change order and will be billed separately. Client will be presented with a change order for approval. These types of changes are usually a result of the client determining they have additional needs or requirements after a project proposal is agreed upon.

Additionally, some factors outside of the control of Infranet may be cause for change orders. If client and Infranet have agreed to scheduling that involves significant travel or re-scheduling expenses, Infranet may request for reimbursement as a change order. Infranet attempts to avoid all possibilities of these types of change orders with good communication and will work with the client to best resolve any such issue in a fair manner. Our intention is to make all clients aware of the possibility of this type of change order, as a way to avoid them. Some examples of these types of expenditures include but are not limited to the following: hotel, rental car, per diem and airfare change fees.

Delays

Any factors outside of the control of Infranet that have a material impact on Infranet's ability to complete its work in the allotted time or agreed upon schedule, or delay Infranet from completing its work, or hinder Infranet from completing its work in the amount of time normally associated with such tasks, will be treated as a change order and such time will be accounted for and billed on an hourly basis. This may include delays associated with unanticipated environmental factors inhibiting work such as improper cabling, power, air, and or space allocation. Also included are delays caused by delivery of products or services from providers such as manufacturers, distributors, telecommunication carriers, Internet service providers and transportation or shipping services. Infranet will require reimbursement for the expenditures caused by these delays. The hourly billing rate charged for engineers is \$185 / hour per engineer.

All additional travel expenditures caused by these delays would be billed at cost. These expenditures include but are not limited to the following: hotel, rental car, per diem and airfare change fees.

Shipping Charges

Shipping charges are estimated only and may change. Additional charges may apply for inside delivery, call before delivery, lift gate, or any other special instructions. Please note the drivers are not obligated to assist with unloading of the shipments. We have excellent discounted freight rates that we pass on to our clients.



BRUNSWICK COUNTY

Grant Application Evaluation Form

Lead Department:		Date:	
Department Head:		Department Contact for Grant:	
Co-Applicants / Other Participating Departments/Agencies/Community Organizations:			
Grant Title:			
Funding Organization:			
Grant Period/Term:	Grant Amount: \$	☐ New Grant ☐ Recurring Grant Multi-Year Grant? ☐ Yes ☐ No	
Matching Funds? ☐ Yes ☐ No	If Yes, Amount: \$	☐ In Kind _____ ☐ Cash _____ ☐ Other _____	
Describe how match will be met.			
Are matching funds in the current budget or does the match require additional funding? Please explain. ☐ Available ☐ Additional Needed ☐ N/A- No matching funds required/requested			
Briefly describe the purpose of the grant.			
Program Duplication / Cost Recovery			
Will this project in any way duplicate or compete with another service or program provided by Brunswick County, another local agency or community organization?		☐ Yes ☐ No ☐ Possibly	
Will this grant provide support for a mandated service?		☐ Yes ☐ No	
Can we capitalize on this funding to meet current and/or future equipment or facility needs?		☐ Yes ☐ No	
Will this grant result in supplanting? <i>Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.</i>		☐ Yes ☐ No	

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

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

Department Head Signature

Date

Director of Fiscal Operations

Date

County Manager

Date

☐ Approved by County Manager
☐ Requires BOCC (Agenda Item Needed)



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 4, 2022

From:
Elizabeth Bynum

Action Item # V. - 6.
Sheriff's Office - GHSP LEL Grant Application Approval

Issue/Action Requested:

Request the Board of Commissioners approve a grant application for the North Carolina Governor's Highway Safety Program Law Enforcement Liaison position. This grant is valued at \$25,000 with no county match required.

Background/Purpose of Request:

The Region 3 LEL position is currently being held by a Lieutenant with the Brunswick County Sheriff's Office. As the LEL, this person assists with state-wide GHSP traffic safety campaigns or in other matters to benefit traffic safety initiatives in this part of the state. The grant funds are used to purchase equipment like speed signs and/or radars for traffic officers, as well as travel or related expenses for the LEL or GHSP meetings in the area. This grant was originally approved in November 2021 when the LEL was named to the role; this application is for FY23.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners approve a grant application for the North Carolina Governor's Highway Safety Program Law Enforcement Liaison position. This grant is valued at \$25,000 with no county match required.

ATTACHMENTS:

Description

- ☐ GHSP LEL Application
- ☐ Grant Application Evaluation Form

North Carolina Governor's Highway Safety Program

SECTION A – GENERAL INFORMATION

1. Project Title: * Region 3 LEL	
2. Agency: 1000000197 - BRUNSWICK COUNTY	3. Contact Person for Agency: Elizabeth Bynum
4. Agency Address: SHERIFF PO Box 9 BOLIVIA, NC 28422-0009	5. Telephone Number: * 910-253-2855
	6. Cell Phone:
7. Physical Location of Agency * 70 Stamp Act Drive Bolivia, NC 28422	8. Email of Contact Person * ebynum.bcs@gmail.com
9. Federal Tax ID Number / Type of Agency Federal Tax ID Number: * 56-6000278 Unique Entity Identifier: MJBMLN9NJT5 County: * BRUNSWICK Type of Agency ☐ State ☐ Non-Profit ☒ County ☐ Higher Education ☐ Municipality ☐ Hospital	10. Project Year * ☐ New ☒ Continuation Year: ☐ 1 ☒ 2 ☐ 3 ☐ 4+ Fiscal Year 2023
	11. Allocation of Funding * Federal % 100.00 Local % 0.00

Source of Funds

12. Budget	Total Project Amount	Federal Amount	State/Local Amount
Personnel Costs			
Contractual Services			
Other Direct Costs	\$25,000.00	\$25,000.00	
Indirect Costs			
Total Project Costs	\$25,000.00	\$25,000.00	

13. Specify How Non-Federal Share Will Be Provided: *
No Local Match

Project Number:	CFDA#: 20. Work Type:
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SECTION B – DESCRIPTION OF PROJECT

Statement of Problem (Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

The Governor's Highway Safety Program supports and oversees the statewide "Booze It & Lose It" and "Click It or Ticket" programs. Law Enforcement Agency coordination of these programs is accomplished by utilizing 11 regional "Law Enforcement Liaison" positions. Through the guidance and coordination efforts of the Liaisons, planning and preparation and reporting activities from the event(s) occur.

Proposed Solution (Begin with a one-sentence summary of your project. Then describe in detail how your proposed project will address the problem identified in the "Statement of Problem" section):

A Regional Law Enforcement Liaison serves as coordinator and organizer for highway safety activities in their respective region. Efforts to continue to promote and involve law enforcement agencies in these lifesaving endeavors are of paramount importance

to this statewide program. To this end, LELs are required to host events, attend and conduct meetings, assist County Coordinators with organizing highway safety campaigns, and encouraging agencies to report activities.

Budget Justification (Provide a detailed explanation of the costs associated with proposed project):

The purpose of radar speed signs is to slow cars down by making drivers aware when they are driving at speeds above the posted limits. They are used as a traffic calming device in addition to or instead of physical devices such as speed bumps and rumble strips. Radar speed signs are a proven traffic calming solution to raise the speed awareness of oncoming drivers. Studies repeatedly show that when alerted by a radar sign, speeders WILL slow down up to 80% of the time. Typical average speed reductions are 10-20%, and overall compliance with the posted speed limit will increase by 30-60%. The Brunswick County Sheriff's Office has continued to see an increase in speeding violations. The majority of enforcement taking place on major roadways due to their high crash volume, speeding continues to be a leading cause of crashes within our county. With funding for one speed display sign and four additional radars, more officers can be placed in areas to combat this concern. Our hope is that more law enforcement leads to less crashes.

Travel Justification (Provide justification for all travel expenses):

In-state travel and out-of-state funds will be used for travel to perform LEL functions, trainings and responsibilities. Some of the funds may be used to attend traffic safety conferences and trainings similar to NCGHSP's traffic safety conference, the annual Lifesaver's national conference, the GHSA annual conference and trainings related to traffic safety enforcement and education.

To be completed by law enforcement agencies seeking first year grant:

Provide the agency's number of sworn officers	227
Does the agency currently have a dedicated traffic or DWI unit?	Yes ☐ No ☒
If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit?	

For applicants requesting enforcement grants, please provide the following county fatality rankings:

Information can be located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>

Overall Fatality Ranking:	18
Alcohol Fatality Ranking:	10
Unrestrained Fatality Ranking:	10
Speed Related Fatalities:	31
Other Applicable Rankings: (Specify)	9th in state for older driver fatal crashes

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

Year 2021	Occupant Protection Citations	57	DWI Citations	83	Speed Citations	232
Year 2020	Occupant Protection Citations	55	DWI Citations	84	Speed Citations	274
Year 2019	Occupant Protection Citations	283	DWI Citations	89	Speed Citations	683

Goals and Objectives (Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

Goal #1: Promote highway safety within Region 3 with increased efforts to raise seatbelt use to 90% by September 30, 2023. Raise the law enforcement agency participation rate in Region 3 from the 2020-2021 average of 79.9% to an average of 83% reporting in Region 3 by September 30, 2023.

Objectives:

- Conduct a minimum of four Law Enforcement County Coordinator (LECC) meetings to discuss current highway safety activities, GHSP issues, training opportunities, and legal updates and concerns.
- Gather LECC monthly reports, awarding 25 GHSP STEP system credits for Coordinators each month they submit one.
- Compile a quarterly regional report for GHSP that includes a summary of the reports from the LECC's and the activities by the RLEL.
- Promote night-time seatbelt initiatives, GHSP campaigns and events within Region 3.

Goal #2:

Objectives:

Objectives:

Goal #3:

Objectives:

Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.

- ☒ Reduce NC's traffic-related fatalities by 12% from the 2015-2019 average of 1,427 to 1,255 by December 31, 2023.
- ☒ Reduce NC's alcohol-related fatalities by 10% from the 2017-2019 average of 380 to 342 by December 31, 2023.
- ☒ Reduce NC's unrestrained fatalities by 10% from the 2105-2109 average of 406 to 365 by December 31, 2023.
- ☒ Reduce NC's speed-related fatalities by 10% from the 2107-2019 average of 352 to 317 by December 31, 2023.
- ☒ Reduce NC's young driver-involved fatal crashes by 10% from the 2015-2019 average of 166 to 149 by December 31, 2023.
- ☒ Reduce NC's motorcycle fatalities by 5% from the 2015-2019 average of 190 to 181by December 31, 2023.
- ☒ Increase NC's seat belt usage rate 2.9 percentage points from 87.1 percent in 2020 to 90% by December 31, 2023.

SECTION C – BUDGET DETAIL

Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
1	SPEED DISPLAY SIGNS (POLE-MOUNTED) INCLUDES SHIPPING	1	\$4,995.00	\$4,995.00
2	RADAR-INCLUDES INSTALLATION AND SHIPPING	4	\$2,500.00	\$10,000.00
Total Equipment Cost				\$14,995.00

Other Equipment Details : LECC meetings and checkpoint support

#	Other Items and Equipment Direct Cost: <i>(Cost Limited to Less Than \$5000 Per Item)</i>	Cost
1	LECC meetings and checkpoint support	\$3,000.00
Total Other Items and Equipment Direct Cost:		\$3,000.00

#	Travel	Cost
1	In-State Travel	\$2,005.00
2	Out-of-State Travel	\$5,000.00
Total Travel Cost:		\$7,005.00
Total Other Direct Costs:		\$25,000.00

SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

Conditions for Enforcement Projects Only

By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.

☒

· A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;

· A minimum of one (1) impaired driving checkpoint per month;

· A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;

· Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;

· Participation in any event or campaign as required by the GHSP;

· Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

- First Quarter (October, November, December)
- Attend all GHSP meetings and events.

• Conduct a minimum of one county coordinator meeting.

• Meet with a minimum of three non-participating/reporting agencies within the Region.

- Collect monthly LECC reports and compile into the regional quarterly report.
- Conduct/provide support for a minimum of 3 presentations using the DWI Simulator
- Conduct/provide support for a minimum of 2 presentations using the Convincer

Second Quarter (January, February, March)

- Attend all GHSP meetings and events.
- Conduct a minimum of one county coordinator meeting.
- Meet with a minimum of three non-participating/reporting agencies within the Region.
- Collect monthly LECC reports and compile into the regional quarterly report.
- If requested, provide GHSP with grant application information regarding agencies in their region.
- Conduct/provide support for a minimum of 3 presentations using the DWI Simulator
- Conduct/provide support for a minimum of 2 presentations using the Convincer

Third Quarter (April, May, June)

- Attend all GHSP meetings and events.
- Conduct a minimum of one county coordinator meeting.
- Meet with a minimum of three non-participating/reporting agencies within the Region.
- Collect monthly LECC reports and compile into the regional quarterly report.
- If requested, provide GHSP with grant application information regarding agencies in their region.
- Conduct/provide support for a minimum of 3 presentations using the DWI Simulator
- Conduct/provide support for a minimum of 2 presentations using the Convincer

Fourth Quarter (July, August, September)

- Attend all GHSP meetings and events.
- Conduct a minimum of one county coordinator meeting.
- Meet with a minimum of three non-participating/reporting agencies within the Region.
- Collect monthly LECC reports and compile into the regional quarterly report.
- Conduct/provide support for a minimum of 3 presentations using the DWI Simulator.
- Conduct/provide support for a minimum of 2 presentations using the Convincer.

AGENCY AUTHORIZING SIGNATURE

☐ I have read and accept terms and conditions of the grant funding and attached the Grant Agreement. The information supplied in this application is true to the best of my knowledge

Name: PIN: Date:

Note:

1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

FOR GHSP USE ONLY:

Recommendation:

Date:



BRUNSWICK COUNTY

Grant Application Evaluation Form

Lead Department: Sheriff's Office		Date: 3/15/2022	
Department Head: Sheriff Ingram		Department Contact for Grant: Elizabeth Bynum	
Co-Applicants / Other Participating Departments/Agencies/Community Organizations: N/A			
Grant Title: GHSP Region 3 LEL			
Funding Organization: North Carolina Governor's Highway Safety Program			
Grant Period/Term: FY23	Grant Amount: \$ 25,000.00	☐ New Grant ☒ Recurring Grant Multi-Year Grant? ☐ Yes ☐ No	
Matching Funds? ☐ Yes ☒ No	If Yes, Amount: \$	☐ In Kind _____ ☐ Cash _____ ☐ Other _____	
Describe how match will be met. N/A			
Are matching funds in the current budget or does the match require additional funding? Please explain. ☐ Available ☐ Additional Needed ☒ N/A- No matching funds required/requested			
Briefly describe the purpose of the grant. Governor's Highway Safety Program Law Enforcement Liaison for Region 3; funds will support this liaison position with travel or related expenses, as well as one speed display sign and four radars used for traffic enforcement.			
Program Duplication / Cost Recovery			
Will this project in any way duplicate or compete with another service or program provided by Brunswick County, another local agency or community organization?		☐ Yes ☒ No ☐ Possibly	
Will this grant provide support for a mandated service?		☒ Yes ☐ No	
Can we capitalize on this funding to meet current and/or future equipment or facility needs?		☒ Yes ☐ No	
Will this grant result in supplanting? <i>Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.</i>		☐ Yes ☒ No	

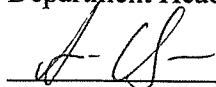
Additional Grant Considerations	
Can the scope of work be completed within grant time frame allotted?	☒ Yes ☐ No ☐ Possibly
Can the requirements of this grant be met with current staffing levels?	☒ Yes ☐ No ☐ Possibly
Will new positions be requested (or expiring grant funded positions extended)?	☐ Yes ☒ No
If Yes, how many new positions will be funded by the grant?	_____ new positions
How many existing positions will be funded by the grant?	_____ existing positions
Will the grant create a program or require any County commitment for funding after grant funding ends?	☒ Yes ☐ No
Will the grant contain subcontracts/sub awards or contractual services? If Yes, please explain:	☐ Yes ☒ No
Description of items or services to be purchased with funds: Travel/training related to GHSP, speed display signs, and four radars for traffic enforcement.	
Will any items purchased with grant funds revert back to the granting agency?	☐ Yes ☒ No If yes, explain
Is funding received in advance or on a reimbursement basis?	☐ In Advance ☒ Reimbursement

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

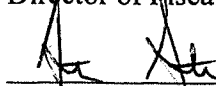
Elizabeth Bynum

Digitally signed by Elizabeth Bynum
Date: 2022.03.15 12:29:28 -04'00'

Department Head Signature



Director of Fiscal Operations



County Manager

Date

3-14-2022

Date

3/16/22

Date

☒ Approved by County Manager
☒ Requires BOCC (Agenda Item Needed)



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 4, 2022

Action Item # V. - 7.

From: Sheriff's Office - GHSP Traffic Grant Application Approval
Elizabeth Bynum

Issue/Action Requested:

Request the Board of Commissioners approve the application for the North Carolina Governor's Highway Safety Program grant for a Sheriff's Office Traffic Unit, consisting of four deputies. This grant, which was part of Sheriff Ingram's presentation at the Goals Workshop, has a 15% matching requirement for the County in the first year.

Background/Purpose of Request:

As Sheriff Ingram explained in the Goals Workshop, the county is in need of a dedicated Traffic Unit on its major roadways full-time. According to records from the state, Brunswick County ranks 9th in "Older Driver Fatal Crashes," 10th in "Alcohol-Related Fatalities" and 10th in "Unrestrained Fatalities." Brunswick County is in the top 20% of North Carolina Counties in traffic fatalities. These statistics, along with continued population growth and staffing shortages in the law enforcement community, have contributed to this growing need. The unit would be comprised of three deputies and a supervisor; the grant would help fund those positions, their vehicles, and their needed equipment to be a successful Traffic Unit. The total value of the grant is \$528,305 in Year 1; the grant is a multi-year grant.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners approve the application for the North Carolina Governor's Highway Safety Program grant for a Sheriff's Office Traffic Unit, consisting of four deputies. This grant, which was part of Sheriff Ingram's presentation at the Goals Workshop, has a 15% matching requirement for the County in the first year.

ATTACHMENTS:

Description

- ☐ Application
- ☐ Grant Application Evaluation Form
- ☐ GHSP Site
- ☐ GHSP Orientation PowerPoint

North Carolina Governor's Highway Safety Program

SECTION A – GENERAL INFORMATION

1. Project Title: * Brunswick County Sheriff Highway Traffic Safety Project	
2. Agency: 1000000197 - BRUNSWICK COUNTY	3. Contact Person for Agency: Elizabeth Bynum
4. Agency Address: SHERIFF PO Box 9 BOLIVIA, NC 28422-0009	5. Telephone Number: * 910-253-2855
	6. Cell Phone:
7. Physical Location of Agency * 70 Stamp Act Drive Bolivia, NC 28422	8. Email of Contact Person * ebynum.bcs@gmail.com
9. Federal Tax ID Number / Type of Agency Federal Tax ID Number: * 56-6000278 Unique Entity Identifier: MJBMLN9NJT5 County: * BRUNSWICK Type of Agency ☐ State ☐ Non-Profit ☒ County ☐ Higher Education ☐ Municipality ☐ Hospital	10. Project Year * ☒ New ☐ Continuation Year: ☒ 1 ☐ 2 ☐ 3 ☐ 4+ Fiscal Year 2023
	11. Allocation of Funding * Federal % 85.00 Local % 15.00

Source of Funds

12. Budget	Total Project Amount	Federal Amount	State/Local Amount
Personnel Costs	\$312,305.00	\$265,459.00	\$46,846.00
Contractual Services			
Other Direct Costs	\$216,000.00	\$183,600.00	\$32,400.00
Indirect Costs			
Total Project Costs	\$528,305.00	\$449,059.00	\$79,246.00

13. Specify How Non-Federal Share Will Be Provided: *
General Fund

Project Number:	CFDA#: 20. Work Type:
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SECTION B – DESCRIPTION OF PROJECT

Statement of Problem (Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

In North Carolina, based on County Data (2016 - 2020), Brunswick County ranks 9th in Older Driver Fatal Crashes, 10th in Alcohol-Related Fatalities and 10th in Unrestrained Fatalities. Brunswick County is in the top 20% of North Carolina Counties in traffic fatalities. Brunswick County had 114 fatalities, and 446 serious injury crashes during the five-year period of 2016-2020. Brunswick County has averaged 8.8 unrestrained fatalities and 14.8 unrestrained serious injuries during the same period. This is far higher than other North Carolina counties with similar population. Brunswick County also ranks 10th in bicyclist fatalities and 27th in young driver fatal crashes during the five-year period of 2016-2020.

Brunswick County is the fifth largest county in North Carolina with a land mass of 855 square miles and is recognized as heavy industrialized and residential location as well as a popular tourist destination due to the numerous beach communities along the

eastern shore. Since the economy continues to grow, the county is continuing to experience growth in business and residential development. According to Census data, Brunswick County is in the top 25 of fastest growing counties in the country and one of the fastest growing in the state. Brunswick County's 2021 population estimate of 154,700 showed a 36.51% increase from 2010 Census records.

Contained within the county are a total of more than 917 miles of roadways. Numerous major highways as well as secondary roads transact the county in all geographical areas. Among some of the most troublesome areas in terms of serious crashes and speeding issues is U.S. Highway 17 which runs the entire length of the county from the Wilmington city limits to the South Carolina state line, and Interstate I-140 which runs from New Hanover County into Brunswick County and acts as a bypass for many motorists traveling to South Carolina. Numerous traffic incidents occur on the U.S. Highway 17 Causeway between the Wilmington city limits and Leland due to this being one of two ways into Brunswick County from Wilmington and New Hanover County and the quicker option for commuters who live in Brunswick County and work in Wilmington.

U.S. Highway 17, which is approximately 50 miles from Wilmington to the state line, is not the only artery in our county that sees numerous crashes and speed-related incidents. U.S. Highway 74 and 76 runs from the Wilmington city limits to the Columbus County line. This highway, which is approximately 18 miles, is another area that has seen a large number of speeding issues and crashes. U.S. Highway 17 and U.S. Highway 74 and 76 are both heavily traveled year-round but sees an exponential increase in traffic during the summer months due to many tourists traveling to Myrtle Beach, South Carolina, and point further south. Other roadways such as N.C. Highway 133, N.C. Highway 211, N.C. Highway 87, N.C. Highway 904, N.C. Highway 179, and N.C. Highway 130, which link directly to the Brunswick County beaches, are routine traffic generators of serious crashes, speeding, careless and reckless driving and other traffic violations.

Proposed Solution (Begin with a one-sentence summary of your project. Then describe in detail how your proposed project will address the problem identified in the "Statement of Problem" section):

The Brunswick County Sheriff Office will create a dedicated traffic safety team of a sergeant and three deputies, who will conduct high visibility enforcement in areas identified using available data to reduce highway traffic fatalities. This team will promote highway traffic safety at educational and outreach events and participate in GHSP campaigns.

Budget Justification (Provide a detailed explanation of the costs associated with proposed project):

Grant funds will be used to pay highway traffic safety activity hours and benefits for 1 Sergeant and 3 Deputies. The Brunswick County Sheriff's Office will use the vehicles to conduct high visibility enforcement to reduce the number of collisions that end in fatalities. The project patrol vehicles will be used for traffic enforcement and education. This will be carried out by increasing the number of traffic contacts and elevating the public's awareness of at-risk driving behavior.

Mobile data terminals ensure that officers have the use of E-Citation for citing traffic violations. MDTs also allow for electronic submission of data being timelier and more available for the State of NC and its entities to recognize trends and identify solutions for areas of high traffic fatalities.

In-car cameras aid the successful adjudication of traffic safety violations. The installation of in-car cameras will help traffic officers retain critical evidence that will likely be necessary to secure a conviction in court thereby bolstering the importance of these primary traffic safety offenses. In addition, they will provide the ability to hold officers, as well as the citizenry accountable for the interaction that occurs during traffic enforcement activities. This in turn will generate heightened interest and support for continuing traffic enforcement operations. As a result, community engagement is enhanced, and trust is restored and/or solidified. Lastly, it will provide training resources and subsequent opportunities for the officers and public alike when seeking traffic safety intervention strategies.

RADAR speed measuring devices are law enforcement's most effective tool to reduce speed related fatalities. The Brunswick County Sheriff's Office has seen an increase in speeding related fatalities/serious injuries. Enforcement will take place on major roadways where data shows there is high crash volume, and speeding continues to be a significant factor. With funding of speed measurement devices, officers can be placed in data driven areas to combat this concern. Our strategy of high visibility speeding enforcement is aimed to reduce fatality crashes.

Travel Justification (Provide justification for all travel expenses):

Travel expenses are for members of team to attend training conferences like the Lifesaver Conference and applicable GHSP events.

To be completed by law enforcement agencies seeking first year grant:

Provide the agency's number of sworn officers	227
Does the agency currently have a dedicated traffic or DWI unit?	Yes ☐ No ☒
If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit?	

For applicants requesting enforcement grants, please provide the following county fatality rankings:

Information can be located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>

Overall Fatality Ranking:	18
Alcohol Fatality Ranking:	10
Unrestrained Fatality Ranking:	10
Speed Related Fatalities:	31
Other Applicable Rankings: (Specify)	9th in state for older driver fatal crashes

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

Year 2021	Occupant Protection Citations	57	DWI Citations	83	Speed Citations	232
Year 2020	Occupant Protection Citations	55	DWI Citations	84	Speed Citations	274
Year 2019	Occupant Protection Citations	283	DWI Citations	89	Speed Citations	683

Goals and Objectives (Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

Goal #1: Reduce traffic fatalities in Brunswick County by 10% from the 2016-2020 average of 22.8 to 20 by September 30th 2023.

Objectives: Increase the number of speed contacts by 50% from 232 in 2021 to 348 contacts during FY23. Host or participate in at least 12 DWI checking stations by September 30, 2023.

Goal #2: Reduce the number of Unrestrained fatalities in Brunswick County by 10% from the 2016-2020 average of 8.8 to 7 by September 30, 2023.

Objectives: Increase the number of occupant protection contacts by 50% from 57 in 2021 to more than 85 during FY23. Host or participate in at least 12 seat belt initiative by September 30, 2023.

Goal #3:

Objectives:

Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.

- ☒ Reduce NC's traffic-related fatalities by 12% from the 2015-2019 average of 1,427 to 1,255 by December 31, 2023.
- ☐ Reduce NC's alcohol-related fatalities by 10% from the 2017-2019 average of 380 to 342 by December 31, 2023.
- ☒ Reduce NC's unrestrained fatalities by 10% from the 2105-2109 average of 406 to 365 by December 31, 2023.
- ☒ Reduce NC's speed-related fatalities by 10% from the 2107-2019 average of 352 to 317 by December 31, 2023.
- ☐ Reduce NC's young driver-involved fatal crashes by 10% from the 2015-2019 average of 166 to 149 by December 31, 2023.
- ☐ Reduce NC's motorcycle fatalities by 5% from the 2015-2019 average of 190 to 181 by December 31, 2023.
- ☐ Increase NC's seat belt usage rate 2.9 percentage points from 87.1 percent in 2020 to 90% by December 31, 2023.

SECTION C – BUDGET DETAIL

Personnel Costs

#	Personnel Position	Salary
1	Activity Hours For Sergeant	\$61,758.00
2	Activity Hours for 3 Deputies	\$160,086.00
Total Salaries Cost:		\$221,844.00
#	Personnel Fringe Benefits	Cost

1	Total fringe benefits -- all four positions	\$90,461.00
Total Fringe Benefits Cost:		\$90,461.00
Total Personnel Costs:		\$312,305.00

Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
1	PATROL VEHICLE-INCLUDES EMERGENCY LIGHTING, SIREN, RADIO, CONSOLE, STRIPING, INSTALLATION AND SHIPPING	4	\$40,000.00	\$160,000.00
3	IN-CAR VIDEO SYSTEM-INCLUDES INSTALLATION AND SHIPPING	4	\$6,000.00	\$24,000.00
4	RADAR-INCLUDES INSTALLATION AND SHIPPING	4	\$2,500.00	\$10,000.00
5	MOBILE DATA TERMINAL-INCLUDES HARDWARE, SOFTWARE, MODEM, DATA PACKAGE, INSTALLATION AND SHIPPING	4	\$4,000.00	\$16,000.00
Total Equipment Cost				\$210,000.00

Other Equipment Details :

#	Other Items and Equipment Direct Cost: <i>(Cost Limited to Less Than \$5000 Per Item)</i>	Cost

Total Other Items and Equipment Direct Cost:

#	Travel	Cost
1	In-State Travel	\$2,000.00
2	Out-of-State Travel	\$4,000.00

Total Travel Cost: \$6,000.00

Total Other Direct Costs: \$216,000.00

SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

Conditions for Enforcement Projects Only

By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.

- ☒ · A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- A minimum of one (1) impaired driving checkpoint per month;
- A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;
- Participation in any event or campaign as required by the GHSP;
- Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

First Quarter (October, November, December)

- Conduct enforcement projects scheduled for the quarter.
- Participate in GHSP sponsored campaigns.
- Submit monthly claims.
- Submit monthly enforcement results.
- Use department/agency social media to promote GHSP Events and Campaigns
- Submit Quarterly Report.

Second Quarter (January, February, March)

- Conduct enforcement projects scheduled for the quarter.
- Participate in GHSP sponsored campaigns.
- Submit monthly claims.
- Submit monthly enforcement results.
- Use department/agency social media to promote GHSP Events and Campaigns
- Submit Quarterly Report.

Third Quarter (April, May, June)

- Conduct enforcement projects scheduled for the quarter.
- Participate in GHSP sponsored campaigns.

- Submit monthly claims.
- Submit monthly enforcement results.
- Use department/agency social media to promote GHSP Events and Campaigns
- Submit Quarterly Report.

Fourth Quarter (July, August, September)

- Conduct enforcement projects scheduled for the quarter.
- Participate in GHSP sponsored campaigns.
- Submit monthly claims.
- Submit monthly enforcement results.
- Use department/agency social media to promote GHSP Events and Campaigns
- Submit Quarterly Report.
- Submit Final Accomplishments Report.

AGENCY AUTHORIZING SIGNATURE

- ☐ I have read and accept terms and conditions of the grant funding and attached the Grant Agreement. The information supplied in this application is true to the best of my knowledge

Name: PIN: Date:

Note:

1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

FOR GHSP USE ONLY:

Recommendation:

Date:



BRUNSWICK COUNTY

Grant Application Evaluation Form

Lead Department: Sheriff's Office		Date: 3-16-2022	
Department Head: Sheriff Ingram		Department Contact for Grant: Elizabeth Bynum	
Co-Applicants / Other Participating Departments/Agencies/Community Organizations: N/A			
Grant Title: Brunswick County Sheriff Highway Traffic Safety Project			
Funding Organization: North Carolina Governor's Highway Safety Program			
Grant Period/Term: FY23	Grant Amount: \$ 528,305.00	☒ New Grant ☐ Recurring Grant Multi-Year Grant? ☒ Yes ☐ No	
Matching Funds? ☒ Yes ☐ No	If Yes, Amount: \$ 79,246.00	☐ In Kind _____ ☒ Cash _____ ☐ Other _____	
Describe how match will be met. County General Funds			
Are matching funds in the current budget or does the match require additional funding? Please explain. ☐ Available ☐ Additional Needed ☒ N/A- No matching funds required/requested Would not take effect until FY23. <i>Application Submitted in January.</i>			
Briefly describe the purpose of the grant. Funding for four positions, four vehicles and required equipment for a dedicated Traffic Unit. <i>Multi-year grant. YR 1 85/15 (match) YR2 70/30 (match) YR3 50/50 (match)</i>			
Program Duplication / Cost Recovery			
Will this project in any way duplicate or compete with another service or program provided by Brunswick County, another local agency or community organization?		☐ Yes ☐ No ☒ Possibly	
Will this grant provide support for a mandated service?		☒ Yes ☐ No	
Can we capitalize on this funding to meet current and/or future equipment or facility needs?		☒ Yes ☐ No	
Will this grant result in supplanting? <i>Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.</i>		☐ Yes ☒ No	

Additional Grant Considerations	
Can the scope of work be completed within grant time frame allotted?	☒ Yes ☐ No ☐ Possibly
Can the requirements of this grant be met with current staffing levels?	☐ Yes ☒ No ☐ Possibly
Will new positions be requested (or expiring grant funded positions extended)?	☒ Yes ☐ No
If Yes, how many new positions will be funded by the grant?	4 new positions
How many existing positions will be funded by the grant?	existing positions
Will the grant create a program or require any County commitment for funding after grant funding ends? <i>Grant is for 3yr term w/ County match that varies by year</i>	☒ Yes ☐ No
Will the grant contain subcontracts/sub awards or contractual services? If Yes, please explain:	☐ Yes ☒ No
Description of items or services to be purchased with funds: Salary and benefits for four sworn positions: three deputies and one sergeant; associated vehicles and equipment required for a Traffic Safety Unit.	
Will any items purchased with grant funds revert back to the granting agency?	☐ Yes ☒ No If yes, explain
Is funding received in advance or on a reimbursement basis?	☐ In Advance ☒ Reimbursement

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

Elizabeth Bynum

Digitally signed by Elizabeth Bynum
Date: 2022.03.16 12:32:04 -04'00'

Department Head Signature

[Signature]

Director of Fiscal Operations

[Signature]

County Manager

Date

3-21-22

Date

3/23/22

- ☐ Approved by County Manager
☐ Requires BOCC (Agenda Item Needed)

GHSP - Grant Information and Law Enforcement Documents

GHSP Grant Forms, Law Enforcement - Reporting Forms, BATMobile Application, Checkpoint Policy & Plan, Contact List

Grant Information

How to write an Effective Traffic Safety Project

To receive enforcement and equipment grants there is a guiding document with example agency goals and objectives as well as county level crash data. Agencies submitting applications for this type of grant should review the guiding document **before** completing the application to streamline the process and ensure your application is competitive. Enforcement and equipment applications **must**

[/municipalities/Law-

Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/Grant%20Specialist%20Contact%20List%202014.pdf

]

include the county level data in your application. Please review the below documents for additional information.

Specific restrictions on funding:

- Funding is **NOT** allowed for speed display signs (either pole mounted or enclosed in a trailer.
- Funding is **NOT** allowed for body cameras.

For questions regarding the grant application process please call the GHSP office and ask to speak to a Grant Specialist at (919) 814-3650 and select Option #1. Monthly enforcement reports are not in any way tied to the Statewide Traffic Enforcement Program or online reporting.

Click to open forms. Please fill out completely, then print and sign. Send them to the Grant Specialist assigned to your project or representing your geographic area.

If you have a question for the Grant Specialist representing your area, please contact your region's Grant Specialist.

County Data (2016-2020)

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/County Data \(2016-2020\).xlsx](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/County%20Data%20(2016-2020).xlsx)]

Applying for Your GHSP Grant

Grant Application Overview

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/FY22 Grant Orientation_Final.pdf](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/FY22%20Grant%20Orientation_Final.pdf)]

Guidebook to Applying for GHSP Grants

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/Program Director's Guidebook](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/Program%20Director's%20Guidebook%20UPDATED%202021.pdf)
UPDATED 2021.pdf]

Agreement of Conditions

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/Agreement of Conditions Rev 2018-05-14.pdf](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/Agreement%20of%20Conditions%20Rev%202018-05-14.pdf)]

Step-by-Step Application Instructions for Grants Management System

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/Step-by-Step Application Instructions for Grants Management System.pdf](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/Step-by-Step%20Application%20Instructions%20for%20Grants%20Management%20System.pdf)]

Grants Management Access Authorization Form (36 KB)

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/Grants Management Access Authorization Form \(36 KB\).pdf](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/Grants%20Management%20Access%20Authorization%20Form%20(36%20KB).pdf)]

Step-by-Step Instructions for Grant Change Request

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/Step-by-Step Instructions for Grant Change Request \(144 KB\).pdf](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/Step-by-Step%20Instructions%20for%20Grant%20Change%20Request%20(144%20KB).pdf)]

Step-by-Step Instructions for Grant Claim Process (148 KB)

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/Step-by-Step Instructions for Grant Claim Process \(148 KB\).pdf](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/Step-by-Step%20Instructions%20for%20Grant%20Claim%20Process%20(148%20KB).pdf)]

System Overview Presentation

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/System Overview Presentation.pdf](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/System%20Overview%20Presentation.pdf)]

Managing Your GHSP Grant

GHSP-22 Project Activity Report

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/GHSP-22 Project Activity Report.xlsx](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/GHSP-22%20Project%20Activity%20Report.xlsx)]

GHSP-21 Materials Approval Form

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/GHSP-21 Materials Approval Form.doc](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/GHSP-21%20Materials%20Approval%20Form.doc)]

GHSP-07 Out-Of-State Travel Request Form (111KB)

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/GHSP-07 Out-of-State Travel Request Form Rev 2016-01.doc](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/GHSP-07%20Out-of-State%20Travel%20Request%20Form%20Rev%202016-01.doc)]

GHSP-09 Quarterly Progress Report Form (61KB)

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/GHSP-09 Quarterly Progress Report Form.doc](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/GHSP-09%20Quarterly%20Progress%20Report%20Form.doc)]

GHSP-10 Final Accomplishments Report Form (112KB)

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/GHSP-10 Final Accomplishments Report Form.docx](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/GHSP-10%20Final%20Accomplishments%20Report%20Form.docx)]

GHSP-11 Monthly Enforcement Data Report

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/GHSP-11 Monthly Enforcement Data Report Form.xlsx](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/GHSP-11%20Monthly%20Enforcement%20Data%20Report%20Form.xlsx)]

GHSP-11-E Monthly Enforcement Data Report Equipment

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/GHSP-11-Equipment-MER - REV 10 14.doc](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/GHSP-11-Equipment-MER%20-%20REV%2010%2014.doc)]

GHSP-13 Non-Expendable Property Disposition Request Form (69KB)

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/GHSP-13 Non-ExpendableProperty 2.doc](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/GHSP-13%20Non-ExpendableProperty%20.doc)]

Grant Specialist

If you have a question for the Grant Specialist representing your area, please contact your region's Grant Specialist.

Grants Management System

Click here to access the Grants Management System.



[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/Grants Management System.aspx](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/Grants%20Management%20System.aspx)]

Law Enforcement Documents

BATMOBILE APPLICATION

BAT Application form for BWI Checking Station

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/BAT Application form for BWI checking Stations.doc](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/BAT%20Application%20form%20for%20BWI%20checking%20Stations.doc)]

BAT Application form for DWI Checking Station

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/BAT Application form for DWI Checking Stations.doc](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/BAT%20Application%20form%20for%20DWI%20Checking%20Stations.doc)]

BAT Application form for Educational Events

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/BAT Application form for Educational Event.doc](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/BAT%20Application%20form%20for%20Educational%20Event.doc)]

BAT MOBILE UNIT REPORTING FORM – BAT FORM-01

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/BAT Statistical Worksheet.doc](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/BAT%20Statistical%20Worksheet.doc)]

CHECKING STATION POLICY AND PLAN

DWI Checking Station Plan

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/DWI Checking Station Plan Updated 110416 JRS.doc](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/DWI%20Checking%20Station%20Plan%20Updated%20110416%20JRS.doc)]

Model Checking Station Policy

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/Model Checking Station Policy.pdf](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/Model%20Checking%20Station%20Policy.pdf)]

CONTACT LIST

2019 Law Enforcement Liason and County Coordinators Contact List

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/2019 Law Enforcement and County Coordinators Contact List 2-15-2019.xlsx](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/2019%20Law%20Enforcement%20and%20County%20Coordinators%20Contact%20List%202-15-2019.xlsx)]

GHSP Contact Update Form 2020

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/2020 GHSP LE Contact Form.docx](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/2020%20GHSP%20LE%20Contact%20Form.docx)]

GRANT INFORMATION

Resolution

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/Resolution.pdf](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/Resolution.pdf)]

Guiding Document for Enforcement and Equipment Grants

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/Guiding Document for Enforcement and Equipment Grants 2017-12.pdf](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/Guiding%20Document%20for%20Enforcement%20and%20Equipment%20Grants%202017-12.pdf)]

County Data (2016-2020)

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/County Data \(2016-2020\).xlsx](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/County%20Data%20(2016-2020).xlsx)]

REPORTING FORMS

Driving While Impaired Reporting Form (340KB)

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/DWIRFormTemplate1.pdf](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/DWIRFormTemplate1.pdf)]

Driving While Impaired Reporting Form Instructions (101KB)

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/DWIRInstructionsTemplate1.pdf](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/DWIRInstructionsTemplate1.pdf)]

WHY ENFORCE TRAFFIC LAWS

Why Should We Enforce Traffic Laws? (860KB)

[[https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP Grant and Law Enforcement Info/MichaelHaiglersLetter1.pdf](https://connect.ncdot.gov/municipalities/Law-Enforcement/GHSP%20Grant%20and%20Law%20Enforcement%20Info/MichaelHaiglersLetter1.pdf)]



NORTH CAROLINA

Department of Transportation



NC Governor's Highway Safety Program

October 27, 2022

The logo features a light red outline of the state of North Carolina. Inside the outline, the words "GOVERNOR'S HIGHWAY SAFETY PROGRAM" are written in a bold, white, sans-serif font, stacked in four lines. The word "Welcome" is superimposed over the center of the logo in a large, red, italicized serif font.

Welcome

Mark Ezzell – *Director*

Email - mezzell@ncdot.gov

Phone – (919) 814-3650



The N.C. Governor's Highway Safety Program (GHSP) promotes traffic safety awareness and works to reduce the number of traffic crashes and fatalities in North Carolina.

The Governor's Highway Safety Program accomplishes our mission in two ways, through **grant funding opportunities** and conducting **highway safety initiatives** each year.

***BOOZE IT
& LOSE IT.***



WHO YOU GONNA CALL?

If you have CLAIMS questions - Your Grant Specialist

Stacy Deans – Assistant Director, Internal Operations

Warren Smith – Planning, Programs, & Evaluations Manager

David Williams – *Impaired Driving Coordinator*

Bob Stevens – *STEP Coordinator, State LEL*

Kevin Buster – *Bike/Ped & OP Coordinator*

Jackie Mitchell – *Traffic Records Coordinator*

WHO YOU GONNA CALL?

Questions about GHSP press events, kickoff events and/or communications:

Julia Casadonte – *Communications Manager*

Questions about Safety City, Robeson County Vision Zero, and other community projects:

Cheryl Leonard- *Assistant Director, External*

Kadye-Ann Miller-Ford- *Office Manager*

Other GHSP STAFF

FINANCE

Shanon Daniels – *Business Officer*

Vacant- *Administrative Assistant, Finance*

OTHER

Jackie Wilson: *Assistant to the Director, Task Force Manager*

Schedule for Today

- Introduction & Welcome (9:00 - 9:15)
- Application/Claim Submissions (9:15 - 9:50)
- Grants Management (9:50 – 10:00)
- Change Requests (10:00 - 10:05)
- Break (10:05 - 10:15)
- Monitoring (10:15 - 10:40)
- Equipment (10:40 - 11:05)
- Break (11:05 - 11:15)
- Grants Management System Demo (11:15 - 12:00)

Application Process



Grant Application Process

- Grants are awarded for one year only
- Grant system open for FY23 submissions from January 1st to January 31st
- Must have the application started and submitted by January 31st
- Program Director's Guidebook provides information regarding application content and requirements

Claim Submission and Spending



Claim Guidelines

- Payments are made on a reimbursement basis
- Only allowable costs are eligible for reimbursement
- Claims should be filed:
 - minimum of quarterly
 - *no more than* once per month
 - new LEO grantees *MUST* file claims monthly
 - your Specialist may require monthly claims for any grantee at any time
- Claims not made within the 3-month threshold may be denied

Backup Documentation

- Claims must include backup documentation
- Backup documentation must be attached to the claim
- Failure to submit within guidelines may result in denial of claim

Backup Documentation

- Backup documentation should be in same order as the budget line items on the claim form
- Provide explanation/justification for costs that don't total amounts listed on invoices
- Food may be reimbursed *if* line item exists in your agreement and you provide a meeting agenda and sign-in sheet with backup

Backup Documentation

- Line-item descriptions should match line-items in application
- Backup must be legible
- GHSP does not reimburse sales tax

Backup Documentation

- All timesheets/time reports must be signed either electronically or on the timesheet
- OT pay is not reimbursed at time and a half for grants that are *not* specific OT grants
- Federal grant funds may not be used for activities considered “general costs of government” ([2 CFR § 200.444](#)) unless specifically allowed under the Federal statute or regulation

Claim Approval Process



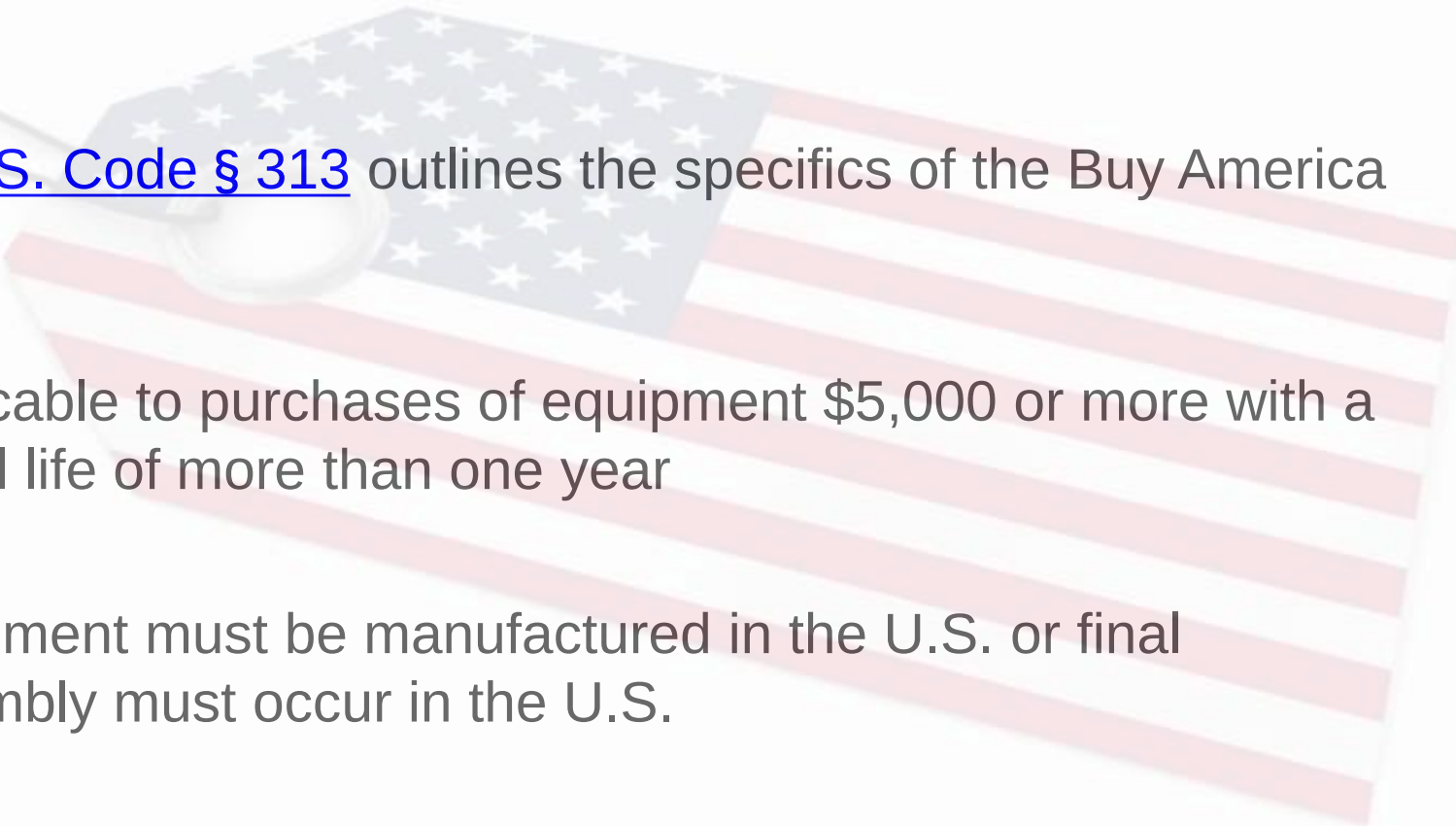
- Claims are reviewed at four levels within GHSP
- Once approved by GHSP, claims are forwarded to DOT's Contract Management
- Contract Management generally approves claims within two business days from receipt
- Payment is made within 2-3 business days if by direct deposit

Unapproved Costs



- Any rejected or unaccepted costs shall be borne by the subgrantee
- Under no circumstance will reimbursement be made for costs incurred outside of the contract term
- Agencies will not be reimbursed for expenses that exceed any single line item
- Giveaways are not allowed under any circumstance

Buy America Act

- 
- [23 U.S. Code § 313](#) outlines the specifics of the Buy America Act
 - Applicable to purchases of equipment \$5,000 or more with a useful life of more than one year
 - Equipment must be manufactured in the U.S. or final assembly must occur in the U.S.

Buy America Certification

“Buy America Act” Certification

The _____ (agency name) certifies the
_____ (item for reimbursement) purchased and being
submitted for reimbursement in this claim fully comply with the “Buy America Act”, as required
in your grant contract (Agreement of Conditions, Item A.3.f. NHTSA Grant Funding Policies)
meaning the items are either manufactured or assembled in the United States of America. By
signing and certifying that these items are in compliance with the “Buy America Act”, if the
items are later discovered by the Governor’s Highway Safety Program (GHSP), National Highway
Traffic Safety Administration (NHTSA), or any other auditor to not be in compliance with the
Act, then the certifying agency will be required to reimburse GHSP for the non-compliant items
in full.

Certified by

Date

Claim Example



Cost Summary Statement – GHSP-08

North Carolina Governor's Highway Safety Program Claim for Reimbursement Cost Summary Statement - GHSP-08						
To: Governor's Highway Safety Program 750 N. Greenfield Parkway Garner, NC 27529				From: 1000000999 - Town of Mayberry Police Department		
				Phone: +1 (919) 555-1234		
Project Number: PT-22-02-12				Final: * ☐ Yes ☒ No		
Claim Number: 1				Period of Claim - From: * 10/01/2021 To: * 10/31/2021		
Agreement ID: 2000099999				Claim Date: * 11/20/2021		
Funding Share - Federal %: 85.00% State / Local %: 15.00%						
Expenditures This Period						
Cost Categories	Total Budget	Approved Expenditures	Expenditure this Period	Federal Share this Period	State / Local Share this Period	Balance
Personnel Services	\$39,152.00	\$0.00	\$2,774.67	\$2,358.47	\$416.20	\$36,377.33
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Commodities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct Cost	\$53,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,000.00
Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$92,152.00	\$0.00	\$2,774.67	\$2,358.47	\$416.20	\$89,377.33
Total Federal Share Request for Reimbursement This Period:				\$2,358.47		

Version 1.0 Page 1 of 4

Claim Cover Sheet

CLAIM COVER SHEET	
Town of Mayberry, NC Police Department 123 N. Main Street Mayberry, NC 23456 (704) 555-1234 (phone)	INVOICE # <u>1</u> AGREEMENT # <u>2000099999</u> DATE: <u>20-Nov-21</u>
BILL TO: ATTN: NC DOT NC Governor's Highway Safety Program 750 N. Greenfield Parkway, Garner, NC 27529 1508 Mail Service Center Garner, NC 27529	Questions regarding this claim should be directed to: Name: <u>Otis Campbell</u> Phone: <u>(704) 555-1234</u> Email: <u>otis@mayberry-nc.org</u>
REQUEST FOR PAYMENT TIME PERIOD : <u>1-Oct-2021</u> to <u>31-Oct-2021</u> REQUESTING REIMBURSEMENT IN THE FULL AMOUNT OF: \$ <u>2,358.47</u> Remittance Address: Town of Mayberry, NC Police Department P.O. Box 1234 Mayberry, NC 23456	

* VENDOR NEEDS TO COMPLETE ALL THE SHADED AREAS

Claim Cover Sheet 2019

GHSP-08-A (Personnel Expenses)

North Carolina Governor's Highway Safety Program Claim for Reimbursement - GHSP-08-A Detail of Expense - Personnel					
From: 1000000999 - Town of Mayberry Police Department			Project Number: PT-22-02-12		
Claim Number: 1			Period of Claim - From: 10/01/2021 To: 10/31/2021		
Name of Employee	Job Title	Type of work Performed on Project	Hours Worked on Project	Pay Rate	Charged to Project
Barney Fife	Deputy	Traffic Enforcement Grant	169	\$10.0000	\$1,690.00
Sub Total:					\$1,690.00
Add Actual Cost of Retirement, FICA taxes, etc.:					\$1,084.67
Total Personnel Services Cost to Project:					\$2,774.67

Version 1.0

Page 2 of 4

GHSP-22 Project Activity Report

NORTH CAROLINA GOVERNOR'S HIGHWAY SAFETY PROGRAM

Form GHSP-22 (revised 08/25/2021)

Project Activity Report - Form GHSP-22 (revised 8/25/2021)

Agency:	Mayberry Police Department
Project Number:	PT-22-05-06
Employee:	Barney Fife
Reporting Period Start:	01-Oct-21
Hourly Rate:	\$10.0000
Fringe Rate:	26.0500%
Additional Fringe Amount:	\$741.66
Eligible Hours:	169.00
% Time Spent on Grant:	86.89%
Eligible Gross:	\$1,690.00
Eligible Fringe:	\$1,084.67
Total Reimbursable Amount:	\$2,774.67



Notes Section (For Explanation of Enforcement Related Training)

Fife attended Traffic Court on 10/6/2021 for 2.5 hours. Fife worked 12 hours on holiday (10/13/2021). Fife had 2 hours of firearms training on 10/14/2021 and 2 hours in-service training on 10/18/2021. Assisted patrol with a call for 1.5 hour on 10/22/2021. Spent 2 hours serving warrants on 10/27.

Total Hours by Type										
Date	Enforcement Activity Hours	Enforcement-Related Training	* Holiday Worked	Traffic Court Hours (Enforcement Only)	Regular Day Off	Paid Leave (Vacation, Sick, Holiday, Comp)	Other Training	Other Non Enforcement-Related Hours	Total Hours	Date
01-Oct	12.00				☐				12.00	01-Oct
02-Oct					☐				0.00	02-Oct
03-Oct					☐				0.00	03-Oct
04-Oct	12.00				☐				12.00	04-Oct
05-Oct	12.00				☐				12.00	05-Oct
06-Oct				2.50	☐				2.50	06-Oct
07-Oct					☐				0.00	07-Oct
08-Oct	12.00				☐				12.00	08-Oct
09-Oct	12.00				☐				12.00	09-Oct
10-Oct	6.00				☐	6.00			12.00	10-Oct
11-Oct					☐				0.00	11-Oct
12-Oct					☐				0.00	12-Oct
13-Oct	12.00		12.00		☐				24.00	13-Oct
14-Oct	10.00				☐		2.00		12.00	14-Oct
15-Oct					☐				0.00	15-Oct
16-Oct					☐				0.00	16-Oct
17-Oct					☐				0.00	17-Oct
18-Oct	10.00				☐		2.00		12.00	18-Oct
19-Oct	12.00				☐				12.00	19-Oct
20-Oct					☐				0.00	20-Oct
21-Oct					☐				0.00	21-Oct
22-Oct	10.50				☐			1.50	12.00	22-Oct
23-Oct	12.00				☐				12.00	23-Oct
24-Oct	12.00				☐				12.00	24-Oct
25-Oct					☐				0.00	25-Oct
26-Oct					☐				0.00	26-Oct
27-Oct	10.00				☐			2.00	12.00	27-Oct
28-Oct					☐	12.00			12.00	28-Oct
29-Oct					☐				0.00	29-Oct
30-Oct					☐				0.00	30-Oct
31-Oct					☐				0.00	31-Oct
TOTAL	154.50	0.00	12.00	2.50	n/a	18.00	4.00	3.50	194.50	TOTAL

* "Holiday Worked" should be entered as the total number of hours worked times the holiday rate (i.e. for an officer working 10 hours on a holiday where he/she is paid time-and-a-half, enter "15").

Form GHSP-22 (revised 08/25/2021)

GHSP-22 Project Activity Report

NORTH CAROLINA GOVERNOR'S HIGHWAY SAFETY PROGRAM

Form GHSP-22 (revised 08/25/2021)

Project Activity Report - Form GHSP-22 (revised 8/25/2021)

Agency:	Mayberry Police Department
Project Number:	PT-22-05-06
Employee:	Barney Fife
Reporting Period Start:	01-Oct-21
Hourly Rate:	\$10.0000
Fringe Rate:	26.0500%
Additional Fringe Amount:	\$741.66
Eligible Hours:	169.00
% Time Spent on Grant:	86.89%
Eligible Gross:	\$1,690.00
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01-Oct	12.00				☐				12.00	01-Oct
02-Oct					☐				0.00	02-Oct
03-Oct					☐				0.00	03-Oct
04-Oct	12.00				☐				12.00	04-Oct
05-Oct	12.00				☐				12.00	05-Oct
06-Oct				2.50	☐				2.50	06-Oct
07-Oct					☐				0.00	07-Oct
08-Oct	12.00				☐				12.00	08-Oct
09-Oct	12.00				☐				12.00	09-Oct
10-Oct	6.00				☐	6.00			12.00	10-Oct
11-Oct					☐				0.00	11-Oct
12-Oct					☐				0.00	12-Oct
13-Oct	12.00		12.00		☐				24.00	13-Oct
14-Oct	10.00				☐		2.00		12.00	14-Oct
15-Oct					☐				0.00	15-Oct
16-Oct					☐				0.00	16-Oct
17-Oct					☐				0.00	17-Oct
18-Oct	10.00				☐		2.00		12.00	18-Oct
19-Oct	12.00				☐				12.00	19-Oct
20-Oct					☐				0.00	20-Oct
21-Oct					☐				0.00	21-Oct
22-Oct	10.50				☐			1.50	12.00	22-Oct
23-Oct	12.00				☐				12.00	23-Oct
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25-Oct					☐				0.00	25-Oct
26-Oct					☐				0.00	26-Oct
27-Oct	10.00				☐			2.00	12.00	27-Oct
28-Oct					☐	12.00			12.00	28-Oct
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Form GHSP-22 (revised 08/25/2021)

GHSP-22 Project Activity Report

NORTH CAROLINA GOVERNOR'S HIGHWAY SAFETY PROGRAM

Form GHSP-22 (revised 08/25/2021)

Project Activity Report - Form GHSP-22 (revised 8/25/2021)

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05-Oct	12.00								12.00	05-Oct
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07-Oct									0.00	07-Oct
08-Oct	12.00								12.00	08-Oct
09-Oct	12.00								12.00	09-Oct
10-Oct	6.00					6.00			12.00	10-Oct
11-Oct									0.00	11-Oct
12-Oct									0.00	12-Oct
13-Oct	12.00		12.00						24.00	13-Oct
14-Oct	10.00						2.00		12.00	14-Oct
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16-Oct									0.00	16-Oct
17-Oct									0.00	17-Oct
18-Oct	10.00						2.00		12.00	18-Oct
19-Oct	12.00								12.00	19-Oct
20-Oct									0.00	20-Oct
21-Oct									0.00	21-Oct
22-Oct	10.50							1.50	12.00	22-Oct
23-Oct	12.00								12.00	23-Oct
24-Oct	12.00								12.00	24-Oct
25-Oct									0.00	25-Oct
26-Oct									0.00	26-Oct
27-Oct	10.00							2.00	12.00	27-Oct
28-Oct						12.00			12.00	28-Oct
29-Oct									0.00	29-Oct
30-Oct									0.00	30-Oct
31-Oct									0.00	31-Oct
TOTAL	154.50	0.00	12.00	2.50	n/a	18.00	4.00	3.50	194.50	TOTAL

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Form GHSP-22 (revised 08/25/2021)

GHSP-22 Project Activity Report

NORTH CAROLINA GOVERNOR'S HIGHWAY SAFETY PROGRAM

Form GHSP-22 (revised 08/25/2021)

Project Activity Report - Form GHSP-22 (revised 8/25/2021)

Agency:	Mayberry Police Department
Project Number:	PT-22-05-06
Employee:	Barney Fife
Reporting Period Start:	01-Oct-21
Hourly Rate:	\$10.0000
Fringe Rate:	26.0500%
Additional Fringe Amount:	\$741.66
Eligible Hours:	169.00
% Time Spent on Grant:	86.89%
Eligible Gross:	\$1,690.00
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03-Oct					☐				0.00	03-Oct
04-Oct	12.00				☐				12.00	04-Oct
05-Oct	12.00				☐				12.00	05-Oct
06-Oct				2.50	☐				2.50	06-Oct
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08-Oct	12.00				☐				12.00	08-Oct
09-Oct	12.00				☐				12.00	09-Oct
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11-Oct					☐				0.00	11-Oct
12-Oct					☐				0.00	12-Oct
13-Oct	12.00		12.00		☐				24.00	13-Oct
14-Oct	10.00				☐		2.00		12.00	14-Oct
15-Oct					☐				0.00	15-Oct
16-Oct					☐				0.00	16-Oct
17-Oct					☐				0.00	17-Oct
18-Oct	10.00				☐		2.00		12.00	18-Oct
19-Oct	12.00				☐				12.00	19-Oct
20-Oct					☐				0.00	20-Oct
21-Oct					☐				0.00	21-Oct
22-Oct	10.50				☐			1.50	12.00	22-Oct
23-Oct	12.00				☐				12.00	23-Oct
24-Oct	12.00				☐				12.00	24-Oct
25-Oct					☐				0.00	25-Oct
26-Oct					☐				0.00	26-Oct
27-Oct	10.00				☐			2.00	12.00	27-Oct
28-Oct					☐	12.00			12.00	28-Oct
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Form GHSP-22 (revised 08/25/2021)

GHSP-22 Project Activity Report

NORTH CAROLINA GOVERNOR'S HIGHWAY SAFETY PROGRAM

Project Activity Report - Form GHSP-22 (revised 8/25/2021)

Form GHSP-22 (revised 08/25/2021)

Agency:	Mayberry Police Department
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Employee:	Barney Fife
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01-Oct	12.00								12.00	01-Oct
02-Oct									0.00	02-Oct
03-Oct									0.00	03-Oct
04-Oct	12.00								12.00	04-Oct
05-Oct	12.00								12.00	05-Oct
06-Oct				2.50					2.50	06-Oct
07-Oct									0.00	07-Oct
08-Oct	12.00								12.00	08-Oct
09-Oct	12.00								12.00	09-Oct
10-Oct	6.00					6.00			12.00	10-Oct
11-Oct									0.00	11-Oct
12-Oct									0.00	12-Oct
13-Oct	12.00		12.00						24.00	13-Oct
14-Oct	10.00						2.00		12.00	14-Oct
15-Oct									0.00	15-Oct
16-Oct									0.00	16-Oct
17-Oct									0.00	17-Oct
18-Oct	10.00						2.00		12.00	18-Oct
19-Oct	12.00								12.00	19-Oct
20-Oct									0.00	20-Oct
21-Oct									0.00	21-Oct
22-Oct	10.50							1.50	12.00	22-Oct
23-Oct	12.00								12.00	23-Oct
24-Oct	12.00								12.00	24-Oct
25-Oct									0.00	25-Oct
26-Oct									0.00	26-Oct
27-Oct	10.00							2.00	12.00	27-Oct
28-Oct						12.00			12.00	28-Oct
29-Oct									0.00	29-Oct
30-Oct									0.00	30-Oct
31-Oct									0.00	31-Oct
TOTAL	154.50	0.00	12.00	2.50	n/a	18.00	4.00	3.50	194.50	TOTAL

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Form GHSP-22 (revised 08/25/2021)

Mayberry Time Sheet

Name:	Barney Fife
Department:	Mayberry P.D.
Pay Period:	10/1/2021 - 10/31/2021
Pay Date:	11/15/2021

Town of Mayberry - Form TS-01

DAY	SHIFT START DATE	SHIFT START TIME	SHIFT END DATE	SHIFT END TIME	HOURS WORKED	LEAVE TAKEN			OTHER		Daily Hours
					TOTAL SHIFT HOURS	Comp	Vacation	Sick	Holiday	Other	
FRI	10/1/2021	15:00	10/2/2021	3:00	12.00						12.00
SAT											
SUN											
MON	10/4/2021	7:00	10/4/2021	19:00	12.00						12.00
TUE	10/5/2021	7:00	10/5/2021	19:00	12.00						12.00
WED	10/6/2021	9:00	10/6/2021	11:30	2.50						2.50
THU											
FRI	10/8/2021	7:00	10/8/2021	19:00	12.00						12.00
SAT	10/9/2021	7:00	10/9/2021	19:00	12.00						12.00
SUN	10/10/2021	7:00	10/10/2021	13:00	6.00	3.00		3.00			12.00
MON											
TUE											
WED	10/13/2021	7:00	10/13/2021	19:00	12.00				12.00		24.00
THU	10/14/2021	7:00	10/14/2021	19:00	12.00						12.00
FRI											
SAT											
SUN											
MON	10/18/2021	7:00	10/18/2021	19:00	12.00						12.00
TUE	10/19/2021	7:00	10/19/2021	19:00	12.00						12.00
WED											
THU											
FRI	10/22/2021	7:00	10/22/2021	19:00	12.00						12.00
SAT	10/23/2021	7:00	10/23/2021	19:00	12.00						12.00
SUN	10/24/2021	7:00	10/24/2021	19:00	12.00						12.00
MON											
TUE											
WED	10/27/2021	7:00	10/27/2021	19:00							12.00
THU	10/28/2021	7:00	10/28/2021	19:00			12.00				12.00
FRI											
SAT											
SUN											
					164.50	3.00	12.00	3.00	12.00	0.00	

The notes from your time sheet regarding your activities will be compared to the times on the GHSP-22 form.

NOTES:

10/10 - 6 hours leave
 10/13 - 12 hours holiday worked
 10/14 - 2 hours firearms training
 10/18 - 2 hours in-service training
 10/22 - 1.5 hour assist patrol with a call
 10/27 - 2 hours serving warrants

TOTAL HOURS: 194.50

Employee Signature:

Barnerd P. Fife

Supervisor Signature:

Andy Taylor

Mayberry Time Sheet

Name:	Barney Fife
Department:	Mayberry P.D.
Pay Period:	10/1/2021 - 10/31/2021
Pay Date:	11/15/2021

Town of Mayberry - Form TS-01

DAY	SHIFT START DATE	SHIFT START TIME	SHIFT END DATE	SHIFT END TIME	HOURS WORKED	LEAVE TAKEN			OTHER		Daily Hours
					TOTAL SHIFT HOURS	Comp	Vacation	Sick	Holiday	Other	
FRI	10/1/2021	15:00	10/2/2021	3:00	12.00						12.00
SAT											
SUN											
MON	10/4/2021	7:00	10/4/2021	19:00	12.00						12.00
TUE	10/5/2021	7:00	10/5/2021	19:00	12.00						12.00
WED	10/6/2021	9:00	10/6/2021	11:30	2.50						2.50
THU											
FRI	10/8/2021	7:00	10/8/2021	19:00	12.00						12.00
SAT	10/9/2021	7:00	10/9/2021	19:00	12.00						12.00
SUN	10/10/2021	7:00	10/10/2021	13:00	6.00	3.00		3.00			12.00
MON											
TUE											
WED	10/13/2021	7:00	10/13/2021	19:00	12.00				12.00		24.00
THU	10/14/2021	7:00	10/14/2021	19:00	12.00						12.00
FRI											
SAT											
SUN											
MON	10/18/2021	7:00	10/18/2021	19:00	12.00						12.00
TUE	10/19/2021	7:00	10/19/2021	19:00	12.00						12.00
WED											
THU											
FRI	10/22/2021	7:00	10/22/2021	19:00	12.00						12.00
SAT	10/23/2021	7:00	10/23/2021	19:00	12.00						12.00
SUN	10/24/2021	7:00	10/24/2021	19:00	12.00						12.00
MON											
TUE											
WED	10/27/2021	7:00	10/27/2021	19:00	12.00						12.00
THU	10/28/2021	7:00	10/28/2021	19:00			12.00				12.00
FRI											
SAT											
SUN											
					164.50	3.00	12.00	3.00	12.00	0.00	

All time sheets must be signed.

NOTES:

10/10 - 6 hours leave
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 10/18 - 2 hours in-service training
 10/22 - 1.5 hour assist patrol with a call
 10/27 - 2 hours serving warrants

TOTAL HOURS: 194.50

Employee Signature:

Barney P. Fife

Supervisor Signature:

Andy Taylor

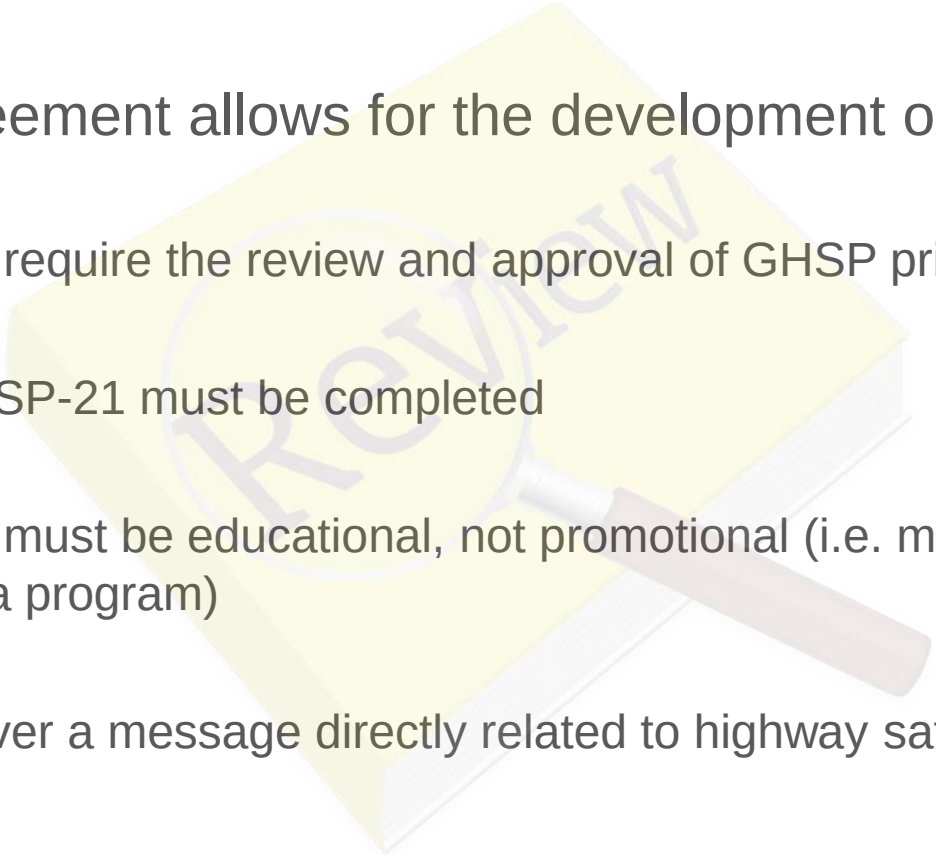
Questions?



Grants Management



Materials Review

- If your agreement allows for the development of materials:
 - Materials require the review and approval of GHSP prior to production
 - Form GHSP-21 must be completed
 - Materials must be educational, not promotional (i.e. materials cannot promote a program)
 - Must deliver a message directly related to highway safety
- 

Out-of-State Travel (OST)

- If your agreement allows for out-of-state travel (OST), GHSP can reimburse for OST expenses
- Requires written prior approval 30 days in advance using [Form GHSP-07](#)
- The form must include an explanation of how requested OST will benefit the project or enhance attainment of stated goals

Out-of-State Travel (OST)

- Maximum costs should be entered in whole dollars
 - \$345.51 becomes \$346.00
- Amounts listed are the maximum amounts that can be reimbursed for each line item
- Rental car expenses are not allowed unless specifically approved prior to travel – *rental cars are generally not approved*

Out-of-State Travel (OST)

- Provide justification if arriving and/or leaving more than one day before/after the conference or training ends
- Must include a copy of the agenda and when appropriate, indicate sessions you will attend
- Ensure project number is entered correctly on the form

OST Request Form

NORTH CAROLINA GOVERNOR'S HIGHWAY SAFETY PROGRAM Out-of-State Travel Request – Form GHSP-07

Submit at least 30 days prior to departure.

Project Number: SA-20-19-20

Agency: ABC Corporation

Traveler(s): John Doe, Jane Doe

Origin: Raleigh, NC

Destination: Portland, OR

Date: Depart: October 25, 2019

Return: October 30, 2019

Purpose of Travel: (Include an explanation of how this travel will benefit the project or enhance the attainment of the stated goals in the contract.): John Doe and Jane Doe will attend the Safe States annual conference beginning on October 26th at 8:00 a.m. and ending on October 30th at 11:00 a.m. The Safe States Conference provides four and a half days of educational sessions featuring leading professionals involved in research, policy, and practice. Also, Safe States provides additional networking opportunities with leading state and national partners involved in injury prevention. Safe States includes sessions on how to use surveillance data to inform injury prevention activities, including transportation injury prevention. For example, Safe States includes a session titled, "The Right of Way: Driving Towards Roadway Safety" which will focus on how injury surveillance data, cross-cutting collaborations, and innovative programs can prevent roadway injuries and fatalities. While not all sessions are transportation specific, most sessions have broad implications that can be applied to the field of transportation safety (e.g. "Communicating with Impact: Messaging and Narratives in Injury and Violence Prevention"). See attached meeting agenda with potentially relevant sessions highlighted.

Maximum Costs (in whole dollars):*	Total
Transportation:	Airline \$1,000
	Ground** \$50
Subsistence:***	Lodging \$1,830 per day \$159 plus 15% tax
	Food \$421 per day \$43
Program Registration:	\$300
Other: Baggage Fees	\$100
TOTAL COST	\$3,701

* Amounts listed in the Cost Section are the maximum amounts that can be reimbursed for each line item.

** Rental car expenses are not approved unless specifically noted and approved prior to travel.

*** Maximum allowable subsistence is limited to the rates as established by the State Budget Manual or local governing authority.

Attach agenda and an approved travel request as required by your agency.

Project Director Signature: James Smith Date: October 1, 2019

Print Project Director Name: James Smith

FOR GHSP USE ONLY

☐ Travel approved subject to limitations imposed by G.S. 138-6. Applicant must assure sufficient funds remain in the out-of-state travel budget to accommodate requests.

In-State Travel (IST)

- No form required for planned IST – IST expenses must not exceed budget line item
- IST should be documented in application
- IST not documented in your application requires written justification and approval from GHSP prior to incurring expenses
- Ensure all travel expenses are highway safety related

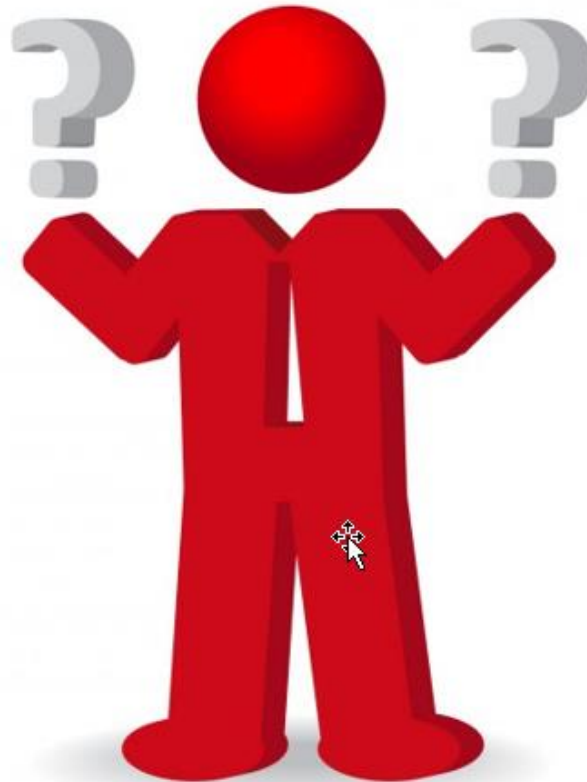
Travel Policies

- Maximum allowable subsistence is limited to the rates as established by the [NC Office of State Budget and Management](#) or your local governing authority
- Subgrantees are expected to exercise the same care when incurring expenses for business as they would for personal travel
- Travel authorization must be included with your backup when filing a claim for overnight travel

Travel Policies

- Excess lodging authorization for in-state and out-of-state travel must be obtained in advance of expenditure from your department head
- GHSP will not reimburse for meals provided during conferences, meetings, etc.

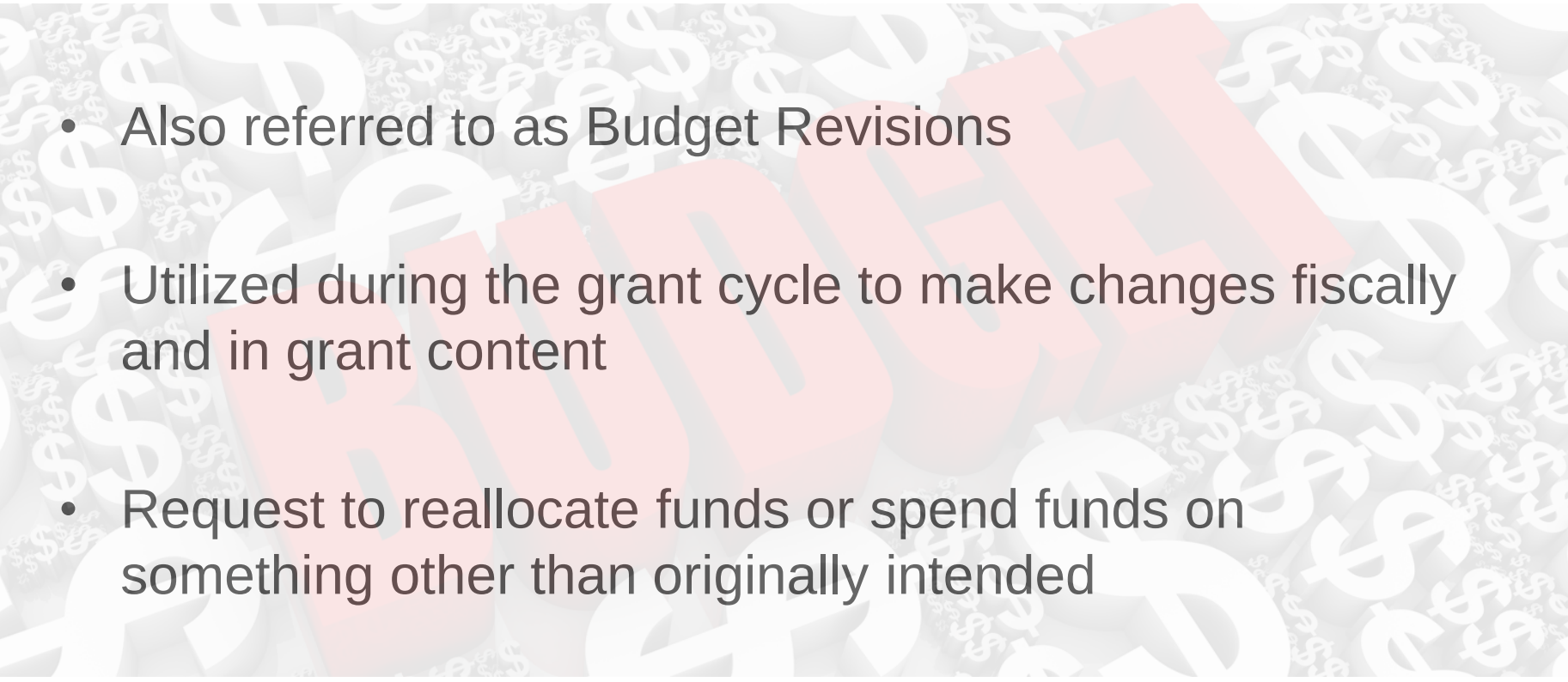
Questions?



Change Requests



Change Requests

- 
- Also referred to as Budget Revisions
 - Utilized during the grant cycle to make changes fiscally and in grant content
 - Request to reallocate funds or spend funds on something other than originally intended

Change Requests

- Examples include:
 - Increasing or decreasing funding amounts
 - Reallocating funds within the grant
 - Used to amend previously identified goals, tasks, or intentions

Change Request Approval Process

- Submitted to GHSP
- Approved by the Highway Safety Specialist
- Approved by the PPE Manager
- Approved by Assistant Director
 - *Revisions may require additional Director and NHTSA approval at this point, depending on the request*
- Contract Management

Change Requests Requiring NHTSA Approval

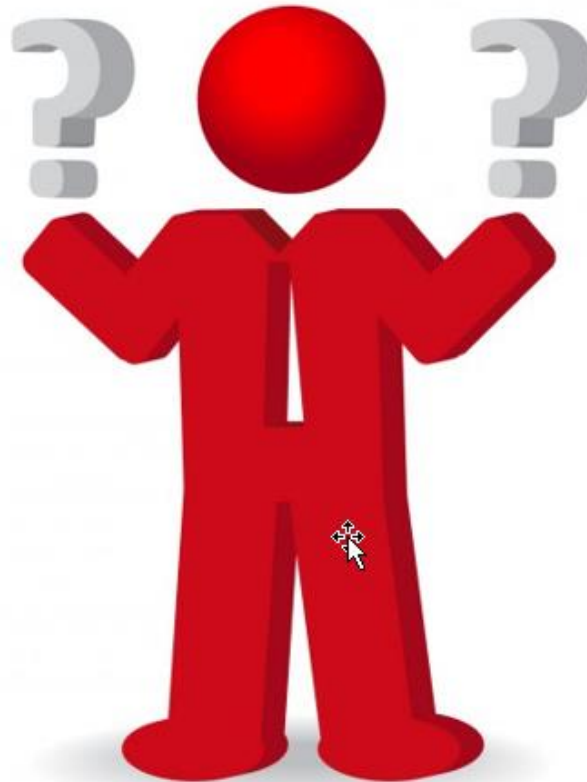
- Grantee wishes to add a new planned activity or delete a planned activity previously identified in the Highway Safety Plan
- Change in the scope or the objective of the planned activity
- Change in subrecipients
- Eligible use of funds

Change Request *Deadline*



June 30th

Questions?



Monitoring



Monitoring

- Risk Assessments
- PMRs
- MEDs
- QPRs
- Final Accomplishments
- Final Evaluation
- **No Final Claim May Be Reimbursed Until All Forms Are On File**



Monitoring

- Risk Assessments
 - These are completed by GHSP staff and not the grantees
 - They are done prior to the application getting final approval and agreements are created
 - The level of risk determines the number and type of project management review to be done

Risk Assessment

Agency: Clayton Police Department

Title: CPD's Traffic Crash Reduction Resolution

Application #: 1000007617

Project #: PT-20-06-18

Monitoring Plan:

High: Two in person project management reviews

Medium: One in person project management review

Low: Documented desk review

Assessment Criteria\Risk	Low	Medium	High
Does grant provide full funding for personnel?			YES
Does grant provide partial funding for personnel?		NO	
Does grant fund equipment with an actual cost per item of \$5,000 or more?		NO	
Does grant fund equipment only with an actual cost per item of less than \$5,000?	YES		

If any one of the issues below is present the monitoring plan escalates to the next level. If two or more are present, it escalates to high risk:

- (1) Indication of Financial instability;
- (2) Lack of quality of management systems and ability to meet the management standards;
- (3) History of poor performance;
- (4) Reports and findings from audits performed; Reviewed and none found
- (5) The applicant's lack of ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities

Monitoring

- Project Management Reviews (PMRs)
 - Low Risk Projects – 1 Desk PMR Before Sept 2022
 - Medium Risk Projects – 1 In-person PMR before Sept 2022
 - High Risk Projects – 2 In-person PMRs, the first before March 2022 and the second before Sept 2022



Monitoring

- Monthly Enforcement Data (MED) Reports (law enforcement)
 - Form GHSP-11 (see [GHSP website](#)) due 15th of each month for each officer working on the project

Project Number: _____				Officer Name: _____				Month: _____ Year: 20____							
Agency: _____															
(Please use minimum size 9 Bold Font for stats)															
Project Traffic Offenses and Criminal Charges															
Driving While Impaired		Occupant Restraint		Other Traffic Offenses							Criminal Charges		Total Charges		
Total DWI Charges	Test Refusal	Seat Belt	Child Safety Restraint	Speed	DWLR	NOL	GDL	Motorcycle / Moped	Other Violations Not Listed	Total Warning Citations	Total Traffic Offenses	Total Drug Charges	Criminal Charges Not Listed	Total Criminal Charges	Traffic and Criminal
											0			0	0
Fugitives Arrested				Enforcement Initiative				Day	Night	Public Information Data					
Stolen Vehicles Recovered				DWI Checking Station						Number of Presentations					
Number of Officers on Project				Seat Belt Initiative						Number of Displays					
				License Checks						Number of People Reached					
Project Hrs Worked				Total Number Traffic Stops				Crash Data							
Enforcement				TOTAL				Injury Crashes							
Training								A/R Injury Crashes							
Court								Fatal Crashes							
Crashes								A/R Fatal Crashes							
Public Info								PDO Crashes							
Other								A/R PDO Crashes							
TOTAL 0								Total Crashes 0							
 												Certification Printed Name: _____ Signature: _____ Date Submitted: _____			
															

Monitoring

- Quarterly Progress Reports (QPRs)
 - GHSP Form-09
 - Located on GHSP website,
<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>
 - Each progress report shall describe the project status by quarter
 - Shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter

Monitoring

- Quarterly Progress Reports (QPRs)
 - Due Dates
 - 1st Quarter- **DUE DATE Jan 15, 2022**
 - Covers program activity from Oct 1-Dec 31, 2021
 - 2nd Quarter- **DUE DATE April 15, 2022**
 - Covers program activity from Jan 1-March 31, 2022
 - 3rd Quarter- **DUE DATE July 15, 2022**
 - Covers program activity from Apr 1-June 30, 2022
 - 4th Quarter- **DUE DATE Oct 15, 2022**
 - Covers program activity from July 1-Sept 30, 2022

Monitoring

- Quarterly Progress Reports (QPRs)
 - From your approved project application, copy all of the reporting quarter tasks that you completed and enter those tasks under “4. Work Completed this Quarter by Task.” Provide an update on all the activities completed.1st Quarter
 - If there are any tasks that you did not complete, you must enter them under “5. Work Scheduled for this Quarter but not Completed.”
 - For each task(s) entered into the “5. Work Scheduled for this Quarter but not Completed”, please provide circumstances or problems that prevented you from completing the task(s).

Monitoring

- Final Accomplishments Reports (Due 10/15/22)
 - GHSP Form-10
 - Located on GHSP website,
<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>
 - Refer to Section B of the approved project contract and address each goal and objective for the entirety of your project year (October-September)

Monitoring

- Final Accomplishments Reports (Due 10/15/22)
 - Please be sure to address each goal and objective as noted on the report
 - When you are completing the FAR, please keep in mind that GHSP needs to provide information to NHTSA on whether GHSP's subgrantees achieved their goals and accomplished each of their objectives

Monitoring

- Final Evaluation Report
 - Completed by GHSP Staff
 - It is a snapshot of your grant and used in GHSP's final report to NHTSA

North Carolina Governor's Highway Safety Program Final Project Evaluation Report – Form GHSP-17

REPORT FOR FISCAL YEAR 2017

PROJECT NUMBER(S) M9MT-18-16-08 / MC-18-03-02

TITLE OF PROJECT Orange County Sheriff BikeSafe

NAME OF AGENCY Orange County Sheriff's Office

YEAR OF PROJECT 1ST ☒ 2ND ☐ 3RD ☐ OTHER ☐

AMOUNT PROGRAMMED \$ 39,000 EXPENDED \$34,755.49 LIQUIDATION RATE 89%

QUARTERLY AND FINAL REPORTS (dates received):

Quarterly: 1ST 2/1/18 2ND 4/30/18 3RD 8/30/18 4TH 10/29/18

Final Accomplishments Report 10/29/18

TASKS COMPLETED? ☒ YES ☐ NO (EXPLAIN)

OBJECTIVES MET? ☒ YES ☐ NO (EXPLAIN)

GOALS MET? ☒ YES ☐ NO (EXPLAIN)

RECOMMENDED FOR FUTURE FUNDING? ☒ YES ☐ NO (EXPLAIN)

ADDITIONAL COMMENTS

GRANT DOCUMENTATION AUDIT:

Application: Review Sheet attached ☒ YES ☐ NO (EXPLAIN)

Agreement: 2000022893

QPRs attached ☒ YES ☐ NO (EXPLAIN)

PMRs: Number required: 1 Number completed: 1

Attached ☒ YES ☐ NO (EXPLAIN)

Final attached ☒ YES ☐ NO (EXPLAIN)

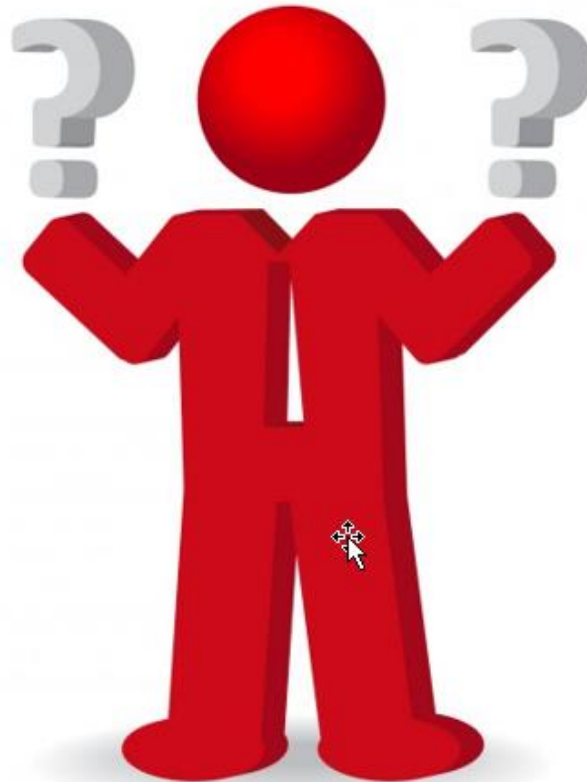
HIGHWAY SAFETY SPECIALIST: Bob Stevens

DATE October 31, 2018 SIGNATURE _____

17. REVIEWED BY MANAGER, PLANNING AND EVALUATION

DATE _____ SIGNATURE _____

Questions?



Equipment



[This Photo](#) by Unknown Author is licensed under [CC BY-SA](#)



[This Photo](#) by Unknown Author is licensed under [CC BY-SA-NC](#)

Equipment

§ 200.33 Equipment.

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

Equipment

Buy America Certification



Resources

- Uniform Guidelines for State Highway Safety Program
- Title 23 U.S.C.
- [Buy America Waiver](#)
- [Buy America Act - U.S. Code](#)
- [Buy America Act Q&A](#)
- Glossary of Key Terms and Definitions
- Countermeasures That Work Ninth Edition
- 2 CFR Part 200 Frequently Asked Questions

"Buy America Act" Certification

The _____ (agency name) certifies the _____ (item for reimbursement) purchased and being submitted for reimbursement in this claim fully comply with the "Buy America Act", as required in your grant contract (Agreement of Conditions, Item A.3.f. NHTSA Grant Funding Policies) meaning the items are either manufactured or assembled in the United States of America. By signing and certifying that these items are in compliance with the "Buy America Act", if the items are later discovered by the Governor's Highway Safety Program (GHSP), National Highway Traffic Safety Administration (NHTSA), or any other auditor to not be in compliance with the Act, then the certifying agency will be required to reimburse GHSP for the non-compliant items in full.

Certified by

Date

Equipment

GHSP – 12

- Completed internally

GHSP-12

North Carolina Governor's Highway Safety Program
Non-Expendable Property Record – Form GHSP-12

1. Agency:
Contact:
County:

2. Project Number:

3. Serial Number of Equipment:

4. Description of Equipment:

5. Location of Equipment:

6. Total Cost of Equipment: \$

7. Date Equipment Received: , 20

8. Grants Specialist: Date: , 20

FOR GHSP DATA ENTRY USE ONLY:

ENTERED BY: _____ DATE: _____

COMMENTS: _____

Rev 2/02

Equipment

GHSP – 13

- Must notify GHSP
- With status change
- By grantee

GHSP-13

North Carolina Governor's Highway Safety Program
Non-Expendable Property Disposition Request – Form GHSP-13

1. Project Number: _____

2. Agency: _____

3. Serial Number of Equipment: _____

4. Description of Equipment: _____

5. Location of Equipment: _____

6. Original Cost of Equipment: \$ _____

7. Date Equipment Received: _____, 20____

8. Nature of Disposition Request: ☐ Sell ☐ Trade
☐ Wrecked / Destroyed on _____, 20____ ☐ Other (Explain) _____

 Signature of Responsible Official Date: _____

FOR GHSP USE ONLY			
	Approved by	Disapproved by	Date
Grants Specialist			
Finance Officer			
Manager, P & E			

Comments: _____ Initials: _____

☐ Not Approved

☐ Approved - Effective Date: _____

Signature: _____
 Director or Designee
 NC Governor's Highway Safety Program Date: _____

FOR GHSP DATA ENTRY ONLY	
Entered by:	
Date:	

Run: 504

1

Review of Important Dates

- MEDs are due when?
 - *15th of each month beginning November – one per officer*
- 1st Quarter QPR due when?
 - *January 15, 2022*
- 2nd Quarter QPR due when?
 - *April 15, 2022*
- 3rd Quarter QPR due when?
 - *July 15, 2022*
- 4th Quarter QPR due when?
 - *October 15, 2022*

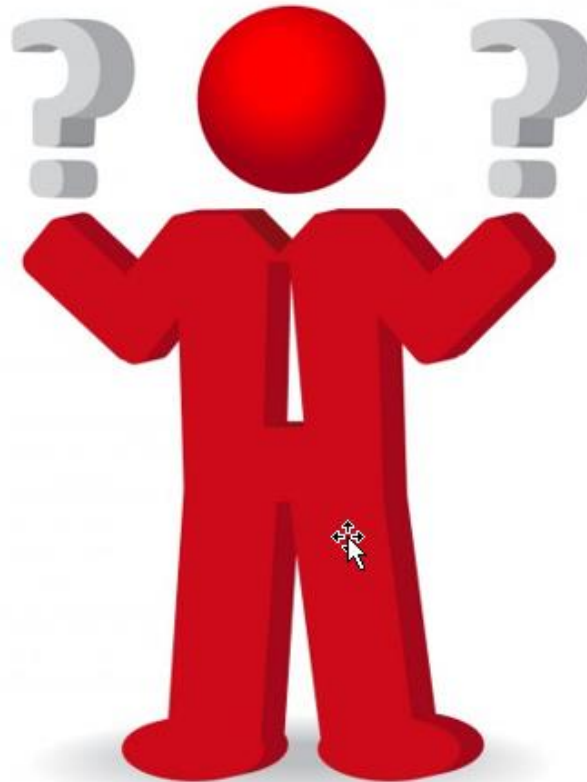


Review of Important Dates

- Grants system is open for FY23 applications when?
 - *January 1st to January 31st*
- Final Accomplishments Report due when?
 - *October 15, 2022*
- Final claim is due when?
 - *October 30, 2022*



Questions?



Resources

- *NHTSA Resource Guide* - <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>
- *Uniform Procedures for State Highway Safety Grant Programs (23 CFR Part 1300)* - <https://www.govinfo.gov/content/pkg/FR-2018-01-25/pdf/2018-01266.pdf>
- *Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (2 CFR 200)* - https://www.ecfr.gov/cgi-bin/text-idx?SID=00edfa4e33dfa0201f97589e3924f3b8&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- *GHSP Grant Information and Law Enforcement Documents* - <https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 4, 2022

Action Item # V. - 8.

Sheriff's Office - ICAC Grant Application Approval

From:

Elizabeth Bynum

Issue/Action Requested:

Request that the Board of Commissioners approve an application to the North Carolina Sheriffs' Association for a grant to support efforts of investigating internet crimes against children. The value of the grant is \$72,678.87 and requires no county match.

Background/Purpose of Request:

In November 2021, the North Carolina General Assembly passed the 2021 Appropriations Act (S.L. 2021-180) and it was signed by the Governor. The Act appropriated \$3 million to the North Carolina Sheriffs' Association to be used for grants to sheriffs' offices and other local law enforcement agencies to investigate reports of internet crimes against children (ICAC). The Brunswick County Sheriff's Office's application requests funds to help cover new forensic cellular extraction equipment and related training for our Intelligence Unit and Investigations Division. The requested equipment will also allow the Brunswick County Sheriff's Office to provide support and assistance to local and surrounding agencies in cases involving crimes against children.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

County Manager's Recommendation:

Recommend that the Board of Commissioners approve an application to the North Carolina Sheriffs' Association for a grant to support efforts of investigating internet crimes against children. The value of the grant is \$72,678.87 and requires no county match.

ATTACHMENTS:

Description

- ☐ Completed ICAC application
- ☐ Grant Application Evaluation Form



Application

Internet Crimes Against Children Grant to Sheriffs' Offices and Local Law Enforcement Agencies

Part I: Agency Information	
Agency Name:	Brunswick County Sheriff's Office
Agency Physical Address:	70 Stamp Act Dr. Bolivia, NC 28422
Agency Mailing Address:	70 Stamp Act Dr. Bolivia, NC 28422
Sheriff or Agency Head: (Name, title, telephone, and email)	Sheriff John W. Ingram, V (910) 253-2777 sheriffingram@gmail.com
Additional Contact Person for this project: (Name, title, telephone, and email)	Lt. Israel West (910) 622-4322 israel.west@brunswicksheriff.com
Agency Main Telephone:	(910) 253-2777

Part II: Detailed Information on Request

Within our Agency, the Intelligence Unit is a major support system for all parts of our agency. Specifically, our Unit does all forensic cellular extractions of any and all devices recovered during investigations. Our Unit forensically evaluates all the information from these extractions to include internet crimes against children. Our Unit uses all available open sources of information and closed sources of information such as surveillance footage and jail calls. The requested equipment and training will help us have the latest technology and enhance our ability to detect, identify and prosecute those responsible for possessing, creating, and distributing

images or videos of crimes against children. This equipment will also allow for the capture of all SMS and MMS data associated with ICAC cases. The additional training and equipment requested will allow more analysts in our Unit to be fully certified and will allow for multiple extractions to be ran at one time. Axiom and Clearview would be new software for our unit. Clearview will greatly assist our Agency with identifying subjects found in photos and videos, which will lead to a greater identification rate. The requested equipment and training will allow our Intelligence Unit to be more efficient and allow our unit to be more effective at identifying and prosecuting ICAC cases. The requested equipment will allow the Brunswick County Sheriff's Office to provide support and assistance to local and surrounding agencies in cases involving crimes against children.

Part II: Detailed Information on Request

AX200 Magnet Axiom Examination Course X3

Magnet Forensics – Axiom Mobile Extraction Analyzer (Additional forensic analyzer, will obtain better reports and is capable of retrieving more deleted/archived info)

GrayKey Advance Online License (renewal of current subscription)

Cellebrite UFED & Physical Analyzer (renewal of current subscription) x2

Clearview

Cellebrite certified operator and analyst course (cross trained to accommodate all staffing scenarios)

Part III: Budget

Equipment Cost	\$ 60,391.87
Training Cost	\$12,287.00
Total:	\$ 72,678.87

Part IV: Budget Detail

Equipment (Brand Name, Vendor, Model Number, etc.)	Cost
1. Clearview	\$ 17,995.00

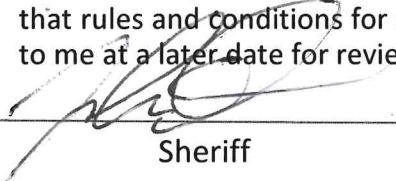
2. Magnet Forensics – Axiom Mobile Extraction Analyzer	\$5,801.87
3. GrayKey Advance Online License	\$27,995.00
4. Cellebrite UFED & Physical Analyzer	\$ 8,600.00
5.	
6.	
7.	
8.	
9.	
10.	
Total Equipment Cost:	\$ 60,391.87

Part IV: Budget Detail continued	
Training (Name, Vendor/Provider, Date, Itemization of Cost, etc.)	Cost
1. AX200 Magnet Axiom Examination Course X3	\$ 8,997.00
2. Cellebrite certified operator and analyst course	\$ 3,290.00
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
Total Training Cost:	\$12,287.00
Part V: Certification	

I, John W. Ingram, V, certify I am the sheriff or agency head of the requesting agency and to the best of my knowledge, the information provided in this application is true and accurate. I understand and agree to provide additional documentation in support of the information provided if requested.

By signing and submitting this Certification, I confirm:

1. my agency's understanding of the Guidelines and Instructions for Applicants, including the reporting requirements associated with receipt of grant funds; and
2. that rules and conditions for disbursement of these grant funds will be provided to me at a later date for review.


Sheriff

3/21/22
Date

John W. Ingram, V
Print Name

Sheriff
Title



BRUNSWICK COUNTY

Grant Application Evaluation Form

Lead Department: Brunswick County Sheriff's Office		Date: 3/15/2022	
Department Head: Sheriff John W. Ingram, V		Department Contact for Grant: Sgt. C. Scott (910) 880-4869	
Co-Applicants / Other Participating Departments/Agencies/Community Organizations: N/A			
Grant Title: Internet Crimes Against Children Grant			
Funding Organization: The North Carolina Sheriff's Association (NCSA)			
Grant Period/Term: July 1, 2021- June 30, 2023	Grant Amount: \$ 72,678.87	☒ New Grant ☐ Recurring Grant Multi-Year Grant? ☐ Yes ☒ No	
Matching Funds? ☐ Yes ☒ No	If Yes, Amount: \$	☐ In Kind _____ ☐ Cash _____ ☐ Other _____	
Describe how match will be met. N/A			
Are matching funds in the current budget or does the match require additional funding? Please explain. ☐ Available ☐ Additional Needed ☒ N/A- No matching funds required/requested			
Briefly describe the purpose of the grant. The Intelligence Unit is requesting the listed equipment and training to help have the latest technology and enhance their ability to detect, identify and prosecute those responsible for possessing, creating, and distributing images or videos of crimes against children. The requested equipment and training will allow out Intelligence Unit to be more efficient and allow our Criminal Investigation Division and Vice/Narcotics Division to be more productive in the field.			
Program Duplication / Cost Recovery			
Will this project in any way duplicate or compete with another service or program provided by Brunswick County, another local agency or community organization?		☐ Yes ☒ No ☐ Possibly	
Will this grant provide support for a mandated service?		☒ Yes ☐ No	
Can we capitalize on this funding to meet current and/or future equipment or facility needs?		☒ Yes ☐ No	
Will this grant result in supplanting? <i>Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.</i>		☐ Yes ☒ No	

Additional Grant Considerations	
Can the scope of work be completed within grant time frame allotted?	☒ Yes ☐ No ☐ Possibly
Can the requirements of this grant be met with current staffing levels?	☒ Yes ☐ No ☐ Possibly
Will new positions be requested (or expiring grant funded positions extended)?	☐ Yes ☒ No
If Yes, how many new positions will be funded by the grant?	0 new positions
How many existing positions will be funded by the grant?	0 existing positions
Will the grant create a program or require any County commitment for funding after grant funding ends?	☒ Yes ☐ No
Will the grant contain subcontracts/sub awards or contractual services? If Yes, please explain: N/A	☐ Yes ☒ No
Description of items or services to be purchased with funds: AX200 Magnet Examination Course (X3), Magnet Forensics - Axion Extraction Analyzer, GrayKey Advance Online License, Cellebrite UFED & Physical Analyzer (X2), ClearView, Cellebrite Certified Operator & Analyst Course	
Will any items purchased with grant funds revert back to the granting agency? N/A	☐ Yes ☒ No If yes, explain
Is funding received in advance or on a reimbursement basis?	☒ In Advance ☐ Reimbursement

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

Elizabeth Bynum Digitally signed by Elizabeth Bynum
Date: 2022.03.15 12:42:40 -04'00'

Department Head Signature



Date

3-16-2022

Director of Fiscal Operations



Date

3/16/2022

County Manager

☒	Approved by County Manager
☒	Requires BOCC (Agenda Item Needed)



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 4, 2022

Action Item # V. - 9.

From: Sheriff's Office - SCAAP Grant Application Approval
Elizabeth Bynum

Issue/Action Requested:

Request the Board of Commissioners approve a grant application for the State Criminal Alien Assistance Program (SCAAP) offered by the Office of Justice Programs (OJP) of the U.S. Department of Justice (DOJ). This grant requires no matching funds from the County, is submitted annually by the Sheriff's Office, and is typically valued between \$10,000-\$15,000.

Background/Purpose of Request:

The SCAAP grant makes payments to eligible agencies that incur costs due to the incarceration of "undocumented criminal aliens" during a particular 12-month reporting period, according to their application packet. Agencies must submit certain incarceration data for that reporting period, as well as staffing and associated salary expenses in the same reporting period. The funds awarded to the agency are contingent on the analysis of the data by OJP. If awarded, the funds are typically used toward salary expenditures. The completed application is due May 8th.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

County Manager's Recommendation:

Recommend the Board of Commissioners approve a grant application for the State Criminal Alien Assistance Program (SCAAP) offered by the Office of Justice Programs (OJP) of the U.S. Department of Justice (DOJ). This grant requires no matching funds from the County, is submitted annually by the Sheriff's Office, and is typically valued between \$10,000-\$15,000.

ATTACHMENTS:

Description

- ☐ SF-424 Submitted to Grants.gov
- ☐ Grant Application Evaluation Form
- ☐ Grant Instructions and Information

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☒ Preapplication
☐ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

03/22/2022

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: County of Brunswick

* b. Employer/Taxpayer Identification Number (EIN/TIN):

566000278

* c. Organizational DUNS:

0915713490000

d. Address:

* Street1: 80 Stamp Act Drive

Street2:

* City: Bolivia

County/Parish:

Brunswick

* State: NC: North Carolina

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 28422-0009

e. Organizational Unit:

Department Name:

Brunswick Co. Sheriff's Office

Division Name:

Detention Center

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mrs.

* First Name:

Elizabeth

Middle Name:

* Last Name: Bynum

Suffix:

Title: Comptroller

Organizational Affiliation:

Brunswick County Sheriff's Office

* Telephone Number: 910-253-2855

Fax Number:

* Email: ebynum.bcs@gmail.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.606

CFDA Title:

State Criminal Alien Assistance Program

* 12. Funding Opportunity Number:

0-BJA-2021-171190

* Title:

BJA FY 2021 State Criminal Alien Assistance Program Program Requirements and Application Instructions

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

FY 2021 SCAAP Application - Brunswick County Sheriff's Office (Bolivia, NC)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	10,000.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	10,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:



BRUNSWICK COUNTY

Grant Application Evaluation Form

Lead Department: Sheriff's Office Detention Center		Date: 03/14/2022	
Department Head: Sheriff John Ingram		Department Contact for Grant: Elizabeth Bynum	
Co-Applicants / Other Participating Departments/Agencies/Community Organizations: N/A			
Grant Title: BJA FY 2021 State Criminal Alien Assistance Program			
Funding Organization: U.S. Department of Justice			
Grant Period/Term: 07/01/2019-06/30/2020	Grant Amount: \$ 10,000.00	☐ New Grant ☒ Recurring Grant Multi-Year Grant? ☐ Yes ☐ No	
Matching Funds? ☐ Yes ☒ No	If Yes, Amount: \$	☐ In Kind _____ ☐ Cash _____ ☐ Other _____	
Describe how match will be met. N/A			
Are matching funds in the current budget or does the match require additional funding? Please explain. ☐ Available ☐ Additional Needed ☐ N/A- No matching funds required/requested			
Briefly describe the purpose of the grant. Grant provides federal reimbursement for the incarceration of eligible inmates, according to the grant's criteria. In previous years, this grant has been used to reimburse salary lines in the budget.			
Program Duplication / Cost Recovery			
Will this project in any way duplicate or compete with another service or program provided by Brunswick County, another local agency or community organization?		☐ Yes ☒ No ☐ Possibly	
Will this grant provide support for a mandated service?		☒ Yes ☐ No	
Can we capitalize on this funding to meet current and/or future equipment or facility needs?		☐ Yes ☒ No	
Will this grant result in supplanting? <i>Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.</i>		☐ Yes ☒ No	

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

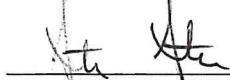
I have read, and am familiar with Brunswick County's Grant Policy. I acknowledge that as the Department Head, I am agreeing to be responsible for the administration of this grant and will ensure all requirements are fully met in a timely manner.

Elizabeth Bynum Digitally signed by Elizabeth Bynum
Date: 2022.03.14 14:48:15 -04'00'

Department Head Signature



Director of Fiscal Operations



County Manager

Date

3-16-2022

Date

3/14/22

Date

☒ Approved by County Manager
☒ Requires BOCC (Agenda Item Needed)



BJA FY 2021 State Criminal Alien Assistance Program

Program Requirements and Application Instructions

Assistance Listing Number #	16.606
Grants.gov Opportunity Number:	O-BJA-2021-171190
Solicitation Release Date:	March 09, 2022 3:00 PM
Version:	1
Grants.gov Deadline:	April 25, 2022 8:59 PM
Application JustGrants Deadline:	May 09, 2022 8:59 PM

Overview

Under the statutorily required State Criminal Alien Assistance Program (SCAAP), the [Office of Justice Programs](#) (OJP) of the [U.S. Department of Justice](#) (DOJ) makes payments to eligible "states" and "units of local government" that incur certain types of costs due to "incarceration" of "undocumented criminal aliens" during a particular 12-month reporting period. **The reporting period for the FY 2021 program is July 1, 2019, through June 30, 2020.**

Before entering **any** information into the online application for the FY 2021 program, the government official who will complete and submit the application on behalf of an applicant government **MUST** carefully review this document.

NOTICE: OJP continues work to finalize the necessary steps in order to make FY 2020 State Criminal Alien Assistance Program (SCAAP) reimbursements available as soon as possible. This Bureau of Justice Assistance (BJA) FY 2021 SCAAP Requirements and Application Instructions announcement is released prior to the availability of FY 2020 SCAAP reimbursements in order to expedite the availability of FY 2021 reimbursements.

Eligible Applicants:

City or township governments, County governments, State governments, Other

Other

See Eligibility Information in this solicitation.

For purposes of this solicitation, "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Contact Information

For technical assistance with submitting the Application for Federal Assistance standard form (SF)-424 in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](#), or [support@grants.gov](#). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at 833-872-5175 or [JustGrants.Support@usdoj.gov](#). The JustGrants Service Desk operates 5 a.m. to 9 p.m. eastern time Monday - Friday and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

For assistance with the online application to the FY 2021 program or other aspects of the FY 2021 program, contact the **SCAAP Help Desk** by phone at 1-202-353-4411 or by email to [SCAAP@usdoj.gov](#). The SCAAP Help Desk operates Monday through Friday during normal business hours (eastern time). It is closed on federal holidays.

Submission Information

Applications will be submitted to DOJ in two steps:

Step 1: Applicants must submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF)-424 when they register in Grants.gov at <https://www.grants.gov/web/grants/register.html>. To register in Grants.gov, applicants will need to obtain Data Universal Numbering System (DUNS) and System for Award Management (SAM) registration or renewal. Please contact the SCAAP Help Desk at SCAAP@usdoj.gov for assistance with identifying the correct applicant DUNS.

Beginning April 4, 2022, the federal government will cease using the Data Universal Numbering System (DUNS) number to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) created in SAM.gov. If your entity is currently registered in SAM.gov, your UEI has already been assigned and is viewable in SAM.gov. This includes inactive registrations. For additional information, see the [Unique Entity Identifier Update](#) and the [OJP Grant Application Resource Guide](#).

Step 2: Applicants must then submit the **full application**, including attachments, in JustGrants at JustGrants.usdoj.gov. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. OJP encourages applicants to review the "How to Apply" section in the [OJP Grant Application Resource Guide](#) and the [JustGrants website](#) for more information, resources, and training.

Contents

	1
Contact Information	1
Program Description	4
Overview	4
	4
Statutory Authority	4
Specific Information	4
Federal Award Information	5
Awards, Amounts and Durations	5
Eligibility Information	5
	6
Application and Submission Information	6
Information on the “Chief Executive” of the Applicant “State” or “Unit of Local Government”	6
	6
Application and Submission Information	11
Information to Complete the Application for Federal Assistance (SF-424)	11
Standard Applicant Information (JustGrants 424 and General Agency Information)	11
Disclosures and Assurances	11
Required Certification to OJP by the Submitting Government Official: Applicant Government and Submitting Government Official	11
Required Certification to OJP by the Submitting Government Official: Information on "Eligible Inmates"	12
Required Certification to OJP by the Submitting Government Official: Information on "Correctional Officers" and "Facilities"	12
How to Apply	12
Submission Dates and Time	12
Application Review Information	13
Review Process	13
OJP Review of Applications; Corrections to Data (Other than “Eligible Inmate” Data)	13
Federal Award Administration Information	13
Federal Award Notices	13
Notification and Acceptance of Payment	13
Federal Awarding Agency Contact(s)	14
Application Checklist	14
Appendix A: SCAAP Data Elements for “Inmate Records” — FY 2021 Program	14
Appendix B: (DHS) ICE Country Codes — For Use in “Inmate Records”	14
Appendix C: Instructions for Upload of ASCII Fixed-field File of “Inmate Records”	16
Appendix D: SCAAP Payment Calculations — General Overview	17
Appendix E: Law Enforcement Support Center (LESC) Immigration Alien Query (IAQ) Overview	17

Program Description

Overview

OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

OJP's BJA administers SCAAP. Under SCAAP, OJP is statutorily required to make payments to "states" and "units of local government" that incur certain types of costs due to the "incarceration" of "undocumented criminal aliens" during a specific 12-month "reporting period."

Under the FY 2021 program, payments will be made in connection with "undocumented criminal aliens" who had been convicted of at least one felony or two misdemeanors (typically for violations of state or local law) and who were "incarcerated" under the legal authority of the applicant government for at least 4 consecutive days during the "reporting period." (Additional details are set out in later sections of this document.)

As part of its application, each applicant government provides particular information about individuals it "incarcerated" — under its own legal authority — for at least 4 consecutive days during the "reporting period" and whom the applicant government either (1) knows were "undocumented criminal aliens" or (2) reasonably and in good faith believes were "undocumented criminal aliens." (OJP transmits the data submitted on such individuals to the U.S. Department of Homeland Security (DHS) for a detailed review.) As part of its application, each applicant government also must provide information pertinent to its average costs of incarceration during the "reporting period."

Broadly speaking, SCAAP payments are calculated from information provided by applicant governments in online applications, information provided to OJP by DHS regarding the DHS review of data on "eligible inmates," and the amount of appropriated funds available for the SCAAP application cycle (e.g., for the FY 2021 program). All information submitted as part of an application is subject to appropriate review by OJP.

Statutory Authority

The FY 2021 program is authorized by 8 U.S.C. § 1231(i) and Department of Justice Appropriations Act, 2021, Pub. L. 116-260, 134 Stat 1182, 1258.

Specific Information

Restriction on Use of SCAAP Payment; Associated Records

As a matter of federal law, a "state" or "unit of local government" that receives a payment under the FY 2021 program must use the payment "only for correctional purposes." See 8 U.S.C. § 1231(i)(6).

"Correctional Purposes": With respect to a "state" or "unit of local government," use of a SCAAP payment for "correctional purposes" means:

- Use of the funds to pay any cost reasonably attributable to that government's operation of a "correctional facility" for its own use, such as:
 - Salaries and wages paid to employees who work primarily and directly in the "correctional facility" (**regardless** of whether those employees are "correctional officers").
 - Costs of employment benefits provided to (or on behalf of) employees who work directly in and for the "correctional facility."
 - The reasonably allocable portion of the salaries, wages, and benefits paid to employees who, although not primarily and directly working in and for the "correctional facility," provide necessary services either to the correctional facility (e.g., administrative support) or the individuals "incarcerated" in the correctional facility (e.g., medical care, transportation).
 - Repair, maintenance, and "overhead" (e.g., utilities) costs reasonably attributable to operation of the "correctional facility."
- Use of the funds for payments to a "contract correctional facility" that are reasonably attributable to "incarceration" of individuals in such a facility on behalf of (pursuant to the legal authority of) the pertinent "state" or "unit of local government."

Maintenance of Records

An applicant government that receives a payment under the FY 2021 program must, for not less than 3 years after the date it draws down that payment from OJP, maintain records sufficient to demonstrate that the payment was used solely

for “correctional purposes,” and must make those records available to DOJ (including OJP) upon request.

Limit on Request for Compensation

As a matter of federal law, “no jurisdiction shall request compensation for any cost greater than the actual cost for federal immigration and other detainees housed in state and local detention facilities.” See, e.g., Department of Justice Appropriations Act, 2021, Pub. L. 116-260, 134 Stat 1182, 1258.

Federal Award Information

Solicitation Categories

This solicitation does not include Solicitation Categories.

Awards, Amounts and Durations

Anticipated Number of Awards

600

Anticipated Maximum Dollar Amount of Awards

\$59,000,000.00

Period of Performance Start Date

7/1/19 12:00 AM

Period of Performance Duration (Months)

12

Anticipated Total Amount to be Awarded Under Solicitation

\$221,175,193.00

Eligibility Information

Important Note: The online FY 2021 SCAAP application specifically incorporates by reference the **eligibility requirements, definitions of terms, and detailed application instructions** set out in this document. (To assist applicants, this document uses quotation marks to highlight defined terms (e.g., “state,” “unit of local government,” “undocumented criminal alien,” “eligible inmate,” and “correctional purposes”).

In general, a “state” or “unit of local government” is eligible to apply for a payment under the FY 2021 program if it “incarcerated” individuals in a “correctional facility” during the “reporting period” whom it either (1) knows were “undocumented criminal aliens” or (2) reasonably and in good faith believes were “undocumented criminal aliens.” A detailed discussion of eligibility — including the definitions of “state” and “unit of local government” for purposes of SCAAP — appears in the Eligibility Information section.

Absent highly unusual circumstances, OJP will not extend the application deadline or permit an applicant government to submit its application after the application deadline. Much as in previous years, promptly after the application deadline, OJP will transmit to DHS the data on “eligible inmates” from all of the applications submitted to JustGrants prior to the application deadline. The volume of “eligible inmates” data transmitted to DHS (and the nature and complexity of the DHS review of those data) is such that it is not possible to transmit supplemental or corrected data to DHS.

Any application must be completed and submitted by a government official with the legal authority to apply to the FY 2021 program on behalf of the chief executive of the applicant government. This “submitting government official” must be registered in JustGrants in order to complete and submit an application under the FY 2021 program.

Instructions on how to register in JustGrants and how to access the online application for the FY 2021 program appear in the How to Apply section.

Only a “state” or “unit of local government” is eligible to apply, and only on its own behalf.

For purposes of the FY 2021 program:

“**State**” includes the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, the Commonwealth of the Northern Mariana Islands, and American Samoa.

“**Unit of local government**” means a political subdivision of a “state” with authority to independently establish a budget and impose taxes (typically, a “general-purpose” political subdivision of a state). The term may include a county or municipality (e.g., city, county, town, township, village, borough, or parish). **Note: A department or agency that is part of such a “unit of local government” is not itself considered a “unit of local government,” and applications listing an agency that is not the “unit of local government” will be denied.**

Joint applications by two or more “states” or “units of local government” are **not** permitted, **even if** the application names only one state or unit of local government as the applicant. As a rule, an application must **not** incorporate or report data on either (1) individuals held in custody by the applicant government on behalf of (pursuant to the legal authority of) another state or unit of local government or (2) costs associated with individuals held in custody on behalf of another state or unit of local government.

Similarly, a governmental entity that is not itself a “state” or a “unit of local government” (e.g., a regional jail, special jail district, or regional jail authority or board) is **not** eligible to apply. Rather, each “state” or “unit of local government” that uses the regional facility may include (as part of its own application) data that directly reflect its own use of the facility.

Certifications in the Online Application for the FY 2021 Program

As part of the online application to the FY 2021 program, the “submitting government official” must make a number of detailed certifications to OJP under penalty of perjury, including formal certifications regarding the accuracy of the information being provided, the official’s conformity with the requirements and instructions set out in this document, and the official’s legal authority to execute the certifications and submit the application on behalf of the applicant government.

JustGrants is designed to reject an application to the FY 2021 program if the “submitting government official” fails to execute any of the required certifications. An application cannot and will not be considered submitted (including for purposes of the application deadline) until all of the certifications have been made. See the Disclosures and Assurances section for more information.

DOJ Reliance on the Required Certifications as Material; Penalties for False Statements

As indicated in the text of each required certification, DOJ, including OJP, will rely on each certification submitted in connection with an application to the FY 2021 program as a material representation in any decision to make a payment.

A materially false, fictitious, or fraudulent statement to the federal government (or concealment or omission of a material fact) as part of a required 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 both the “submitting government official” and the applicant government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). Also, certifications provided to OJP in connection with the FY 2021 program are subject to review by DOJ, including by OJP and the DOJ Office of the Inspector General.

Application and Submission Information

In the online SCAAP application, each applicant government will be asked to provide specific types of information. In general, they are:

- Information on the applicant government and its “chief executive.”
- Information on the “submitting government official.”
- Data on “eligible inmates” during the “reporting period,” which are provided through upload of a single ASCII-formatted file.
- Data pertinent to the applicant government’s costs of incarceration for the “reporting period,” including information on “correctional officers” and associated salary expenditures, the total number of inmates incarcerated, and the “maximum bed count” of the applicant’s “correctional facilities.”

“Submitting Government Official”: The online SCAAP application may be completed and submitted only by an appropriate official of the applicant government. For each applicant government, there may be only one “submitting government official.” That “submitting government official” must have the legal authority to apply to the FY 2021 program on behalf of the applicant government, must have the necessary knowledge and information to complete the entire application accurately, and must in fact complete and submit all sections of the application. **Due diligence is required.**

The certifications within the online application vary in their precise content, but in each of them, the “submitting government official” must certify, on behalf of the official and the applicant government, under penalty of perjury, that the information entered 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 this document. In addition, in each such certification, the “submitting government official” certifies that the official has “the legal authority to make this certification to OJP, including from the chief executive of the applicant government.”

Part I. SCAAP Applicant Government and Its “Chief Executive”

Information on the Applicant “State” or “Unit of Local Government”

Refer to the information above on “Eligibility,” including the definitions of “state” and “unit of local government,” to determine whether an interested entity is eligible to apply.

If the prospective applicant is in fact a “state” or “unit of local government,” enter the appropriate information for the applicant government in section 1 of the application.

Information on the “Chief Executive” of the Applicant “State” or “Unit of Local Government”

Also in section 1 of the application, enter the appropriate information for the current “chief executive” of the applicant government.

Note that, in virtually all cases, the chief executive of a “state” is the governor. As to “units of local government,” the title of the chief executive will vary depending on the organization of the local government, but only one individual in the local government is its “chief executive” (e.g., the mayor).

Click on the “Save Information” button to continue to the next section of the application. (If an error message appears, make the appropriate corrections, then click “Save Information” again.)

Part II. Information on “Eligible Inmates”

“Eligible Inmates”: Each applicant government is to provide detailed information about the individuals (1) the applicant government “incarcerated” for at least 4 consecutive days during the “reporting period” and (2) whom the applicant government either **knows** were “undocumented criminal aliens” or **reasonably and in good faith believes** were “undocumented criminal aliens.” For purposes of the application to the FY 2021 program, such individuals are referred to as **“eligible inmates.”**

Recap: An individual is an “eligible inmate” only if **all** of the following are true, and the inmate was:

- “Incarcerated” by the applicant government under its own legal authority (see definition below).
- For at least 4 consecutive days during the “reporting period.”
- The applicant government either **knows**, or **reasonably and in good faith believes**, that the inmate is an “undocumented criminal alien,” that is, that the inmate is both —
 - “undocumented” (see definition below)
 - “criminal alien” (see definition below)

“Incarcerated”: For purposes of the FY 2021 program, an individual is considered to have been “incarcerated” by (or on behalf of) the applicant government when held (confined) in a “correctional facility” **under the legal authority of the applicant government, following conviction of the individual for a criminal offense.** Such incarceration may have been in a “correctional facility” operated by the applicant government or in a “contract correctional facility” (including a regional facility) used by the applicant government.

- An inmate is not considered to have been “incarcerated” by or on behalf of an applicant government if the applicant government held the inmate in custody on behalf of (under the legal authority of) another “state” or “unit of local government,” pursuant to a contractual arrangement. (See also the related discussion above.)

“Undocumented”: For purposes of the FY 2021 program, an individual is “undocumented” **if, as of the date the individual was “incarcerated” by the applicant government,** the individual was a foreign citizen or foreign national with no legitimate claim under federal law to be a U.S. citizen or U.S. national, and the individual (1) entered the United States without authorization under federal law to do so, or (2) entered the United States under a federal legal authorization that had expired or otherwise was no longer in effect, or (3) was the subject of deportation or exclusion proceedings.

- Generally, a person born in the United States (including in a U.S. territory) is a U.S. citizen or U.S. national.

“Criminal Alien”: For purposes of the FY 2021 program, an “alien” (that is, an individual who is not a citizen or national of the United States) is a “criminal alien” if, as of the date the individual was “incarcerated” by the government, that individual had been convicted of at least one felony or two misdemeanors.

- Adjudication of a juvenile as a delinquent does not constitute conviction of a felony or a misdemeanor for purposes of the FY 2021 program

“Inmate Records” and Associated Data Elements: In section 2 of the application, the “submitting government official” is to provide an “inmate record” for each “eligible inmate.”

- **Multiple Periods of Incarceration:** If, during the reporting period, the applicant government incarcerated a particular “eligible inmate” for two or more periods of at least 4 consecutive days each, the applicant **must** create a **separate** “inmate record” for each such distinct period of incarceration. The applicant **may not** combine such distinct periods of incarceration in a single inmate record.
- **“Eligible Inmates” Who Use Aliases:** If an applicant government has reason to believe that a particular “eligible inmate” uses or has used aliases, the applicant may submit a separate “inmate record” for each alias, provided the information in the separate inmate record(s) is identical in all respects, other than as to last, first, and/or middle names. (Note that this requirement for identical information — except as to names — specifically includes the “unique inmate number assigned by the applicant government.” (See list below.)

Each “inmate record” is to provide all of the following information, to the extent known to the applicant government, using due diligence:

- Alien number, also referred to as “A-number”
- Last name
- First name
- Middle name (not required, but to be provided if available)
- Date of birth
- Unique inmate identifying number assigned by the applicant government
- Foreign country of birth
- “Date incarcerated” (see definition in Appendix A)
- FBI number

Law Enforcement Support Center (LESC) Immigration Alien Query (IAQ): This is an OPTIONAL field.

The detailed instructions for each of these data elements are set out in the table titled “SCAAP Data Elements for ‘Inmate Records’ — FY 2021 Program” in Appendix A. That table identifies mandatory data elements; specifies the precise format to be used for each data element; sets out the rules to follow for individuals with compound or hyphenated first, last, or middle names; and specifically defines “date incarcerated” and “date released.” (It also defines the required ASCII fixed-field format.)

- For ease of reference, the “submitting government official” may wish to print out a copy of “SCAAP Data Elements for ‘Inmate Records’ — FY 2021 Program.”
- Be aware that an “inmate record” that does not identify a **specific** country as the inmate’s country of birth, but instead indicates that the country of birth is “unknown,” will **not** be considered in the calculation of the amount of any payment under the FY 2021 program unless DHS (through its data review) is able to confirm that the inmate was in fact “undocumented,” and the “inmate record” otherwise is sufficient.

Submission of “Inmate Records”: An applicant must provide “inmate records” for “eligible inmates” by uploading a single ASCII-formatted (.txt) file that contains the **entire** set of inmate records for the “reporting period.”

- The “submitting government official” will upload a single ASCII-formatted file with all “inmate records” for “eligible inmates”
 - Appendix A (titled “SCAAP Data Elements for ‘Inmate Records’ — FY 2021 Program”) sets out the required ASCII fixed-field format to be used for the inmate file upload.
 - Appendix B lists (DHS) Immigration and Customs Enforcement (ICE) Country Codes. “Inmate records” submitted as part of a single ASCII fixed-field file are to include the appropriate “ICE Code” from the list in Appendix B. Do not use an abbreviation from any other list of country codes.
 - Appendix C (titled “Instructions for upload of ASCII fixed-field file of ‘inmate records’”) provides detailed instructions for the ASCII fixed-field file upload process.

Part III. Information on “Correctional Officers” and “Correctional Facilities”

Required Information on “Correctional Officers”

In section 3 of the online application, the “submitting government official” must provide, by direct entry into the online application, all of the following information related to “correctional officers”:

- The total number of **full-time “correctional officers”** employed by the **applicant government** during the reporting period.
- The total number (reported as Full-Time Employees (FTEs)) of **part-time “correctional officers”** employed by the applicant government during the reporting period.
- The total number of **full-time “correctional officers”** providing services to the **applicant government** as employees of “contract correctional facilities” (or as contractors) during the reporting period.
- The total number (reported as FTEs) of **part-time “correctional officers”** providing services to the applicant government as employees of “**contract correctional facilities**” (or as contractors) during the reporting period. “Actual salary expenditures for correctional officers” during the reporting period.

In addition, section 3 of the online application requires the “submitting government official” to provide (as a file “attached” to the application) a “Correctional Officer” Salary Expenditures Detail.”

Pertinent Definitions: “Correctional Officers” and “Associated Salary Expenditures”

“**Correctional facility**” means a facility typically used to hold (confine) in-custody individuals convicted of one or

more criminal offenses.

- A “correctional facility” may be operated by a “state” or “unit of local government” for its own use.
- Or a “correctional facility” may be operated by a private or governmental entity that holds individuals in custody on **behalf of** (pursuant to the legal authority of) a “state” or “unit of local government,” pursuant to a contractual arrangement. For purposes of the FY 2021 program, such a facility (including a regional facility) is a **“contract correctional facility.”**
- A “correctional facility” may — in addition to holding in-custody individuals who have been **convicted** of criminal offenses — also hold in-custody individuals who have been **charged** with criminal offenses. A facility that is used primarily for pretrial detention, however, is **not** a “correctional facility.”
- **“Correctional Officer”**: For purposes of the FY 2021 program, “correctional officer” means a person whose **primary** employment responsibility is to maintain custody of individuals held in a “correctional facility.” A person who meets this definition is a “correctional officer,” regardless of whether this person is an employee of the applicant government or an employee of a “contract correctional facility” used by the applicant government.
 - Based on **primary** employment responsibility, the term “correctional officer” may include a person who fills a position such as deputy sheriff, correctional facility or jail supervisor, chief of security or shift commander for a correctional facility, or warden or assistant warden of a correctional facility. The term “correctional officer” also may include a transportation officer (or someone in a similar position), but **only if** the person’s **primary** employment responsibility is to maintain custody of inmates who remain in custody but temporarily are outside of the “correctional facility.”
 - “Incarcerated” is defined above.
 - Persons whose **primary** responsibility is something other than to maintain custody of individuals held in custody in a “correctional facility” are not “correctional officers” for purposes of this program, and **may not** be included in the “correctional officer” data reported in section 3 of the online application. This is the case **even though** such persons may provide services to a correctional facility used by the applicant government or its inmates.
 - Persons who provide office and secretarial support or administrative services to (or for) a “correctional facility”; or whose **primary** employment responsibility involves housekeeping or maintenance at a correctional facility; or provide food, health or medical care, education, training, or vocational counseling to “incarcerated” inmates are not “correctional officers” for purposes of the FY 2021 program. They **may not** be included in the “correctional officer” data reported in section 3 of the online application.
 - Similarly, persons whose **primary** employment responsibility is to work with inmates who are no longer held in custody in a “correctional facility” (e.g., parole and probation officers) or whose work involves inmates but whose primary employment responsibility is something other than “maintaining custody” of an inmate held in custody in a “correctional facility” (e.g., judges, prosecutors, public defenders, hearing officers, and warrant and apprehension units personnel) are **not** “correctional officers” for purposes of the FY 2021 program. They **may not** be included in the “correctional officer” data reported in section 3 of the online application
- **“Total number” of “correctional officers”**:
 - For **full-time** “correctional officers” employed by the applicant government, report the total number of full-time correctional officers employed during the reporting period.
 - For **part-time** “correctional officers” employed by the applicant government, report the total number of part-time correctional officers employed during the reporting period.
 - For **full-time** “correctional officers” employed by a “contract correctional facility,” include **only** the “total number” of such officers whose employment is reasonably attributable — using due diligence — to use of the correctional facility by the applicant government for inmates held in custody under its own legal authority. As the “total number,” report the total number of such full-time correctional officers employed during the reporting period.
 - Similarly, for **part-time** “correctional officers” employed by a “contract correctional facility,” include **only** the “total number” of such officers whose employment is reasonably attributable — using due diligence — to use of the correctional facility by the applicant government for inmates held in custody under its own legal authority. As the “total number,” report the total number of such part-time correctional officers employed during the reporting period.
- **“Actual salary expenditures for correctional officers’ during the reporting period”** means the sum of:
 - The actual amount (if any) paid by the applicant government during the “reporting period” as the “salaries and wages” of full-time and part-time “correctional officers” it employed. Paid leave (medical leave, family leave, vacation leave) may be included in this total.
 - The actual amount (if any) **paid by any** “contract correctional facility” as the “salaries and wages” of full-time and part-time “correctional officers,” but only to the extent the amounts paid are reasonably attributable — using due diligence — to inmates held in custody on behalf of, and under the legal authority of, the applicant government.
- **“Salaries and wages”** may include amounts paid to a “correctional officer” as premium pay for specialized service, as shift-differential pay, and/or as fixed-pay increases for time in service. It also may include additional amounts paid for overtime when such additional amounts are required by law (e.g., by statute or regulation) or by contractual obligation.
 - “Salaries and wages” may not include any payments or costs for employment benefits, including (without limitation) social security, retirement or pension plans, health or medical services, insurance (e.g., medical, dental, vision, disability, and life insurance), and/or report awards.

Information Required in the “‘Correctional Officer’ Salary Expenditures Detail (for the Reporting Period)”

Each applicant must attach a file to its application that sets out for each “correctional officer” included in the reported number of “correctional officers” the following:

The **title** of the position held by the person (e.g., “corrections officer,” “deputy sheriff,” “warden”) and the **total** “salaries and wages” paid to the person during the reporting period for that work. (The **name** of the correctional

- officer **should not** be included.)
- For an individual “correctional officer” employed by a “contract correctional facility,” the “salaries and wages” listed must be the amount **reasonably attributable — using due diligence** — to inmates held in custody on behalf of, and under the legal authority of, the applicant government.
- This salary “detail” file may be submitted in one of several commonly used file formats (e.g., Adobe PDF, Microsoft Word, or Microsoft Excel). **Note:** The sum of all “salaries and wages” listed in the “detail” file must match the amount entered in the online application as “Actual salary expenditures for correctional officers’ during the reporting period.”
 - JustGrants does **not** accept **executable** file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”
- To “attach” the file:
 - Click on the “attach” button. A pop-up window will appear.
 - Click on the “Browse” button.
 - Locate the correct file name and double-click on it. The file name will appear in the blank field. Click the “Upload” button.

Required Information on “Correctional Facilities”

In section 3 of the online application, the “submitting government official” also must provide, by direct entry into the online application, all of the following information related to “correctional facilities”:

- “Maximum bed count” for the reporting period.
- “Total all inmate days” for the reporting period.

In addition, section 3 of the online application requires the “submitting government official” to provide, as a file “attached” to the application, detail on “All inmate days, by reporting day” for the reporting period.

Pertinent Definitions: “Correctional Facilities”

- “**Correctional facility**” and “**contract correctional facility**” are defined above.
- “**Maximum bed count’ for the reporting period**”: If the applicant government held inmates in custody only in “correctional facilities” operated by the applicant government itself for its own use, the “maximum bed count’ for the reporting period” is the **maximum capacity** during any single day of the reporting period of all such “correctional facilities” operated by the applicant government. If, however, the applicant government **either** did not operate a “correctional facility” for its own use or operated one or more “correctional facilities” for its own use, but also used other facilities to hold inmates in custody, the “maximum bed count’ for the reporting period” is the sum of:
 - The maximum **capacity** during any single day of the reporting period of all “correctional facilities” operated by the applicant government itself for its own use.
 - The maximum number of inmates, if any, **actually held in custody** on behalf of (under the legal authority of) the applicant government in a “contract correctional facility” during any single day of the reporting period. The maximum number of inmates, if any, actually held in custody by the applicant government during any single day of the reporting period in “temporary” or “overflow” facilities (e.g., gymnasiums).
- “**Total all inmate days’ for the reporting period**” means the cumulative number of days — determined using the nightly “head count” for each of the days in the reporting period — inmates were held in custody in a “correctional facility” by or on behalf of the applicant government (pursuant to its own legal authority) during the “reporting period” **regardless of inmate citizenship, legal status, or the number of days held in custody.**

Information Required in the “All Inmate Days, by Reporting Day’ Detail (for the Reporting Period)”

- Each applicant must attach a file to its application that sets out for **each particular day of the reporting period** — using nightly “head counts” — the number of inmates held in custody in a “correctional facility” by or on behalf of the applicant government (pursuant to its own legal authority), **regardless of inmate citizenship, legal status, or the number of days held in custody.**
- This “detail” file may be submitted in one of several commonly used file formats (e.g., Adobe PDF, Microsoft Word, or Microsoft Excel). **Note:** The sum of all daily entries for “all inmate days” listed in this “detail” file must match the number entered in the online application as “Total all inmate days’ for the reporting period.”
- JustGrants does **not** accept **executable** file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”
- To “attach” the file:
 - Click on the “Attach” button. A pop-up window will appear.
 - Click on the “Browse” button.
 - Locate the correct file name and double-click on it. The file name will appear in the blank field.
 - Click the “Upload” button.

Important Note Regarding “Correctional Officers” and “Correctional Facilities” Data

As indicated earlier, all information submitted as part of an application to the FY 2021 program is subject to appropriate review by OJP. In appropriate circumstances (e.g., indications that an entry related to "correctional officers" or "total all inmate days" may be erroneous), OJP may require additional information related to the accuracy of the information in the application.

Using data provided by the applicant in section 3 of the application (e.g., data on "correctional officers," data on "total all inmate days"), JustGrants calculates each applicant's average daily (salaries) cost per inmate during the "reporting period." As a point of reference and comparison, for the FY 2019 program, the overall average daily (salaries) cost per inmate (i.e., the average of the daily costs for all applicants that received payments) was \$46.73.

REMINDER

For each applicant government, there may be only one "submitting government official." That "submitting government official" must complete all sections of the application, and must be the one who submits the application to OJP.

Application and Submission Information

See the [OJP Grant Application Resource Guide](#) for additional information.

Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation ("funding opportunity") is subject to [Executive Order 12372](#). An applicant may find the names and addresses of state Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant's state appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process.

An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372 but has not been selected by the state for review."

Standard Applicant Information (JustGrants 424 and General Agency Information)

The "Standard Applicant Information" section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add zip codes for areas affected by the project, confirm its Authorized Representative, and verify and confirm the organization's unique entity identifier, legal name, and address.

Disclosures and Assurances

The applicant will address the following certifications electronically in JustGrants. The text of each required certification is included below.

Required Certification to OJP by the Submitting Government Official: Applicant Government and Submitting Government Official

On behalf of myself and the applicant government, and in support of this application to the FY 2021 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 2021 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 2021 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 DOJ, including by OJP and the DOJ's Office of the Inspector General.

Required Certification to OJP by the Submitting Government Official: Information on "Eligible Inmates"

On behalf of myself and the applicant government, and in support of this application to the FY 2021 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 2021 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 2021 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 2021 program, and that this certification is subject to review by DOJ. 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."

Required Certification to OJP by the Submitting Government Official: Information on "Correctional Officers" and "Facilities"

On behalf of myself and the applicant government, and in support of this application to the FY 2021 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 2021 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 2021 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 2021 program, and that this certification is subject to review by DOJ. 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."

How to Apply

A "submitting government official" must submit any application on behalf of the applicant government through Grants.gov and DOJ's JustGrants. OJP urges the "submitting government official" to register promptly, especially if this is the first time the official is using Grants.gov or JustGrants.

Step 1: The applicant will submit the SF-424 in Grants.gov at <https://www.grants.gov/web/grants/register.html>. For assistance with selecting the correct DUNs, please contact SCAAP@usdoj.gov.

Step 2: The applicant will submit the full application, including attachments, in JustGrants at JustGrants.usdoj.gov.

For additional information, see the "How to Apply" section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424** must be submitted in Grants.gov by April 25, 2022, at 8:59 pm eastern time.

The **full application** must be submitted in JustGrants by May 9, 2022 at 8:59 pm eastern time.

OJP urges applicants to submit their Grants.gov and JustGrants submissions prior to the due dates to allow sufficient time to correct errors and resubmit by the submission deadlines if a rejection notification is received. To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline.

Absent highly unusual circumstances, OJP will **not** extend this deadline or permit an applicant government to submit its application after the application deadline. Much as in previous years, promptly after the application deadline, OJP will transmit to the DHS the data on “eligible inmates” from all of the applications submitted to JustGrants. The volume of “eligible inmates” data transmitted to DHS (and the nature and complexity of the DHS review of those data) is such that it is not possible to transmit supplemental or corrected data to DHS.

An applicant that experiences unforeseen SAM.gov, Grants.gov, or JustGrants technical issues beyond its control that prevents application submission by the deadline must demonstrate all efforts in requesting technical support in order to submit an application by the deadline. Technical support is available via phone and email to the applicable SAM.gov, Grants.gov, or JustGrants support centers or service desks in which an applicant received a ticket number for resolution. If an applicant misses a deadline due to unforeseen technical difficulties, the applicant may request a waiver to submit an application after the deadline. *Note: If an applicant does not submit all the required Grants.gov forms by the Grants.gov deadline, the applicant will not be able to proceed to the JustGrants portion of the application process.*

Applicants experiencing technical difficulties with the following systems must contact the associated support desk indicated below to report the technical issue and receive a tracking number:

- Grants.gov — Contact the [Grants.gov Customer Support Hotline](#).
- SAM.gov — Contact the [SAM Help Desk \(Federal Service Desk\)](#).
- JustGrants — Contact the JustGrants Support Desk at JustGrants.Support@usdoj.gov or 833–872–5175.

Applicants requesting a waiver to submit a late application must document their request for technical assistance in an email to the SCAAP@usdoj.gov **within 24 hours after the application deadline** to request approval to submit its application after the deadline. If an applicant has technical issues with Grants.gov, the applicant must contact the Grants.gov Customer Support Hotline within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. However, waiver requests will not be reviewed until after the JustGrants deadline to allow time for all waivers to be submitted. Waiver requests to submit after the submission deadline must:

- Describe the technical difficulties experienced.
- Include a timeline of the applicant's submission efforts (e.g., what date and time did the error occur, what date and time was action taken to resolve the issue and resubmit, and what date and time did support representatives respond).
- Include an attachment(s) of the complete grant application and all required documentation and material.
- Include the applicant's DUNS number (or Unique Entity Identifier if applying after April 4, 2022), any applicable SAM.gov tracking number(s), and Grants.gov Help Desk and JustGrants Support Desk ticket numbers.

OJP will review each request for late submission and required supporting documentation and notify the applicant whether the request has been approved or denied. For more details on the waiver process, OJP encourages applicants to review the “Experiencing Unforeseen Technical Issues” section in the [OJP Grant Application Resource Guide](#).

Application Review Information

Review Process

OJP Review of Applications; Corrections to Data (Other than “Eligible Inmate” Data)

All information submitted as part of an application is subject to appropriate review by OJP. If a properly submitted application appears to contain errors that may be corrected by the applicant (such as inaccurate data on correctional officers or correctional facilities), OJP typically will notify the applicant via an email message to the “submitting government official” and the applicant’s chief executive using the email addresses provided in the application. In such a notification, OJP may provide an applicant with an opportunity to correct the application by a particular date. In any such case, to be considered for a SCAAP payment, the applicant must make the appropriate corrections by that date.

Due to the nature and complexity of the data review by DHS, however, **no** corrections may be made to data submitted on “eligible inmates” (or “inmate records”) after the application deadline has passed.

Federal Award Administration Information

Federal Award Notices

Notification and Acceptance of Payment

Once the amount of any payment under the FY 2021 program has been determined, OJP will send email notifications to applicants via the SCAAP Help Desk. The notifications will provide information concerning the amount available to the applicant government, and will provide detailed instructions for online acceptance (in JustGrants) and drawdown of funds.

An applicant government is to complete the online acceptance process within 60 calendar days after receipt of the email notice from OJP. Formal acceptance in JustGrants is required before any electronic transfer of funds to the applicant

government.

Federal Awarding Agency Contact(s)

For assistance with the online application to the FY 2021 program or other aspects of the FY 2021 program, contact the SCAAP Help Desk by phone at 1–202–353–4411, or by email to SCAAP@usdoj.gov. The SCAAP Help Desk operates Monday through Friday during normal business hours (eastern time). It is closed on federal holidays. For technical assistance with submitting the SF-424 in Grants.gov, contact the Grants.gov Customer Support Hotline at 800–518–4726, 606–545–5035, at the Grants.gov customer support web page, or email at support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the full application in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov, 833–872–5175. The JustGrants Service Desk operates 5 a.m. to 9 p.m. EST Monday through Friday and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

Application Checklist

Appendix A: SCAAP Data Elements for “Inmate Records” — FY 2021 Program

Please go to <https://bja.ojp.gov/funding/fy-2021-SCAAP-appendix-a.pdf> for Appendix A.

Appendix B: (DHS) ICE Country Codes — For Use in “Inmate Records”

Country Name	ICE Code	Country Name	ICE Code	Country Name	ICE Code
Afghanistan	AFGHA	Chad	CHAD	Ghana	GHANA
Albania	ALBAN	Chile	CHILE	Gibraltar	GIBRA
Algeria	ALGER	China, Peoples Republic	CHINA	Greece	GREEC
Andorra	ANDOR	Christmas Island	CHRIS	Greenland	GREEN
Angola	ANGOL	Cocos Islands	COCOS	Grenada	GRENA
Anguilla	ANGUI	Colombia	COLOM	Guadeloupe	GUADE
Antigua-Barbuda	ANTIG	Comoros	COMOR	Guatemala	GUATE
Argentina	ARGEN	Congo, Democratic Republic	DECON	Guinea	UINEA
Armenia	ARMEN	Congo, Republic	CONGO	Guinea Bissau	BISSA
Aruba	ARUBA	Cook Islands	COOK	Guyana	GUYAN
Australia	RALIA	Costa Rica	COSTA	Haiti	HAITI
Austria	STRIA	Cote d'Ivoire	IVORY	Holy See	VATIC
Azerbaijan	AZERB	Croatia	CROAT	Honduras	HONDU
Bahamas, The	BAHAM	Cuba	CUBA	Hong Kong	HONGK
Bahrain	BAHRA	Cyprus	CYPRU	Hungary	HUNGA
Bangladesh	BANGL	Czech Republic	CZREP	Iceland	ICELA
Barbados	BARBA	Czechoslovakia, former	CZECH	India	INDIA
Belarus	BELAR	Denmark	DENMA	Indonesia	INDON
Belgium	BELGI	Djibouti	DJIBO	Iran	IRAN
Belize	BELIZ	Dominica	INICA	Iraq	IRAQ
Benin	BENIN	Dominican Republic	DR	Ireland	IRELA
Bermuda	BERMU	Ecuador	ECUAD	Israel	ISRAE
Bhutan	BHUTA	Egypt	EGYPT	Italy	ITALY
Bolivia	BOLIV	El Salvador	ELSAL	Jamaica	JAMAI
Bosnia-Herzegovina	BOSNI	Equatorial Guinea	EQUAT	Japan	JAPAN

Botswana	BOTSW	Eritrea	ERITR	Jordan	JORDA
Brazil	BRAZI	Estonia	ESTON	Kazakhstan	KAZAK
British Virgin Islands	BVI	Ethiopia	ETHIO	Kenya	KENYA
Brunei	BRUNE	Falkland Islands	FALKL	Kiribati	KIRIB
Bulgaria	BULGA	Fiji	FIJI	Korea	KOREA
Burkina Faso	BURKI	Finland	FINLA	Kuwait	KUWAI
Burma	BURMA	France	FRANC	Kyrgyzstan	KYRGY
Burundi	BURUN	French Guiana	FRGUI	Laos	LAOS
Cambodia	CAMBO	French Polynesia	POLYN	Latvia	LATVI
Cameroon	CAMER	French Southern and Antarctic Lands	ANTAR	Lebanon	LEBAN
Canada	CANAD	Gabon	GABON	Lesotho	LESOT
Cape Verde	CAPEV	Gambia	GAMBI	Liberia	LIBER
Cayman Islands	CAYMA	Georgia	GEORG	Libya	LIBYA
Central African Republic	CAFRI	Germany	GERMA	Liechtenstein	LIECH
Lithuania	LITHU	Palestine	PALES	Sweden	SWEDE
Luxembourg	LUXEM	Panama	PANAM	Switzerland	SWITZ
Macau	MACAU	Papua New Guinea	PAPUA	Syria	SYRIA
Macedonia	MACED	Paraguay	PARAG	Taiwan	TAIWA
Madagascar	MADAG	Peru	PERU	Tajikistan	TAJIK
Malawi	MALAW	Philippines	PHILI	Tanzania	TANZA
Malaysia	MALAY	Pitcairn Island	PITCA	Thailand	THAIL
Maldives	MALDI	Poland	POLAN	Togo	TOGO
Mali	MALI	Portugal	PORTU	Tonga	TONGA
Malta	MALTA	Qatar	QATAR	Trinidad and Tobago	TRINI
Marshall Islands	MARSH	Reunion	REUNI	Tunisia	TUNIS
Martinique	MARTI	Romania	ROMAN	Turkey	TURKE
Mauritania	MAUTA	Russia	RUSSI	Turkmenistan	TURKM
Mauritius	MAUTI	Rwanda	RWAND	Turks and Caicos Islands	TURKS
Mexico	MEXIC	Samoa	SAMOA	Tuvalu	TUVAL
Micronesia, Federated States	FSM	San Marino	SANMA	Uganda	UGAND
Moldova	MOLDO	Sao Tome and Principe	SAOTO	Ukraine	UKRAI
Monaco	MONAC	Saudi Arabia*	SAUDI	United Arab Emirates	UAE
Mongolia	MONGO	Senegal	SENEG	United Kingdom	UK
Montserrat	MONTS	Seychelles	SEYCH	Uruguay	URUGU
Morocco	MOROC	Sierra Leone	SIERR	Uzbekistan	UZBEK
Mozambique	MOZAM	Singapore	SINGA	Vanuatu	VANUA
Namibia	NAMIB	Slovak Republic	SLOVA	Venezuela	VENEZ
Nauru	NAURU	Slovenia	SLOVE	Vietnam	VIETN
Nepal	NEPAL	Solomon Islands	SOLOM	Wallis and Futuna Islands	WALLI
Netherlands	NETHE	Somalia	SOMAL	West Indies	WINDI
Netherlands Antilles	ANTIL	South Africa	SAFRI	Western Sahara	WSAHA

New Caledonia	NEWCA	South Korea	SKORE	Western Samoa	WSAMO
New Zealand	NEWZE	Soviet Union, former	USSR	Yemen	YEMEN
Nicaragua	NICAR	Spain	SPAIN	Yugoslavia, former	YUGOS
Niger	NIGE	Sri Lanka	SRILA	Zambia	ZAMBI
Nigeria	NIGIA	St. Helena	STHEL	Zimbabwe	ZIMBA
Niue	NIUE	St. Kitts-Nevis	STKIT		
North Korea	NKORE	St. Lucia	STLUC	Born on ship/plane	SHIP
Northern Ireland	NIREL	St. Pierre and Miquelon	STPIE	Stateless	STATE
Norway	NORWA	St. Vincent and the Grenadines	STVIN	Unknown	UNKNO
Oman	OMAN	Sudan	SUDAN	* ARABI also may be used as the code for Saudi Arabia	
Pakistan	PAKIS	Suriname	SURIN		
Palau	PALAU	Swaziland	SWAZI		

Appendix C: Instructions for Upload of ASCII Fixed-field File of “Inmate Records”

Upload of an ASCII Fixed-field File of All “Inmate Records”

This method for submitting “inmate records” on “eligible inmates” allows an applicant to submit its entire set of inmate records as a **single ASCII-formatted file** uploaded directly into JustGrants. Appendix A specifies the required fields and format.

Each “inmate record” in the uploaded ASCII file is to contain **all** mandatory data fields in the specified format. Through a file upload “status report” (which will refer to each “inmate record” as a “line”), JustGrants will flag “inmate records” within the ASCII file that do not contain the required information, are not exactly **165 or 166** characters long, or do not follow (or appear not to follow) the specified data format.

“Inmate records” that are incomplete or are not in the specified format as of the date and time of the application deadline will **not** be considered as part of OJP’s payment calculation process. If an ASCII inmate-record file has been uploaded, but the applicant government has **not** yet submitted its application to OJP’s JustGrants, the applicant has the option to correct, add to, or otherwise modify the ASCII inmate-record file and upload that file as a **replacement** for the entire file previously uploaded. (See below.)

To help ensure that the maximum number of “inmate records” is taken into account in the calculation of the amount of any payment, the applicant should be **meticulous** in preparing the ASCII fixed-field file. If JustGrants nevertheless identifies errors in the file — and the application deadline has not yet passed — the applicant should correct those errors as soon as possible, **before** it “submits” the application to JustGrants.

ALERTS

- An ASCII “inmate-record” file may **not** be corrected, added to, or modified **in any way** once the application deadline has passed.
- If an applicant uploads an ASCII fixed-field file of “inmate records,” any subsequent upload of a new or modified file **will overwrite (and delete)** the previously uploaded file **in its entirety**. Similarly, the addition of any inmate records via direct data entry will overwrite (and delete) the previously uploaded ASCII fixed-field file in its entirety.
- Upload of a large ASCII fixed-field file of “inmate records” may take a considerable amount of time.
 - Generally, there is a brief start-up delay when the upload is being initiated.
 - A file that contains 50,000 “inmate records” may take 15 minutes or longer to upload, even after the file upload actually has begun.
 - If the applicant’s internet browser “times out” or is disconnected during the file upload process, errors may result. It is important to review the file upload “status report” (see below) to determine whether the expected number of “inmate records” in fact was uploaded.

The Upload Process – In General

To submit “inmate records” for “eligible inmates” by uploading a single ASCII fixed-field file that includes all such inmate records, follow these steps:

Step 1: In section 2 of the online application, click on the “Upload Inmate File” button.

Step 2: Click on the “Upload” box to attach the file. A pop-up window will appear.

Step 3: Click on the “Browse” button in the pop-up window.

Step 4: Locate the correct file name and double click on it. The file name will appear in the blank field.

Step 5: Click the “Upload” button. A message should appear in the pop-up window that indicates the status of the file upload. Click the “X” in the upper right corner of the pop-up box to close it. The ASCII fixed-field file name should now appear next to the upload button on the main page.

Step 6: Click the “Validate” button. Any errors present in the inmate file will be displayed. Correct any errors listed and reupload the entire inmate file once the update is completed.

Step 7: Click the “Continue” button to proceed to the next section of the application.

The file upload “status report” will indicate the total number of “inmate records” uploaded and the number of those records that are “complete.” In addition, the report will provide a detailed list of any inmate records (by “line” number) that are incomplete and/or are not in the specific data format. It also will indicate the data fields in which the error(s) appear.

Appendix D: SCAAP Payment Calculations — General Overview

A General Overview of the Method OJP Uses to Calculate Payments under SCAAP

1. DHS reviews “inmate records.” All “complete” inmate records submitted in applications from “eligible applicants” are forwarded by OJP to DHS promptly after the application deadline.
2. DHS conducts a detailed review that focuses on determining whether each individual identified in an “inmate record” in fact was “undocumented” — or was instead a U.S. citizen (or national) or otherwise lawfully present in the United States — at the time of the incarceration identified in the inmate record.
3. DHS provides the results of its review to OJP.
4. OJP reviews the data provided by applicants, including data on “correctional officers,” “actual salary expenditures for correctional officers,” and “total all inmate days.” As appropriate and feasible, OJP requires additional — or corrected — information from applicants.
5. For each applicant government with one or more “inmate records” determined to be eligible for payment, JustGrants calculates the average daily (salaries) cost per inmate for the applicable “reporting period.” In general, this is done by dividing “actual salary expenditures for correctional officers” (for the reporting period) by “total all inmate days” (for the reporting period).
6. Using the results of the DHS review, the OJP review, and each applicant’s average daily (salaries) cost per inmate, JustGrants calculates an amount — referred to as the applicant’s total “eligible inmate costs” — that reflects the applicant’s total (salaries) costs of incarcerating “undocumented criminal aliens” during the applicable “reporting period.”
7. Funds available from appropriations to OJP for SCAAP for the particular application cycle are paid to applicant governments on a proportionate (percentage) basis, using each applicant’s total “eligible inmate costs.”

For the FY 2019 program, payments made to applicant governments represented approximately 26 percent of each applicant’s total “eligible inmate costs.”

Appendix E: Law Enforcement Support Center (LESC) Immigration Alien Query (IAQ) Overview

State and local law enforcement agencies may provide specific notice to DHS of the “undocumented criminal alien’s” name, the release date, and the individual’s home and work addresses through the Law Enforcement Support Center (LESC). The LESL Immigration Alien Query (IAQ) field is an **optional field** for each inmate record to assist in establishing the eligibility of inmates for SCAAP reimbursement.

LESC is ICE’s single national point of contact that provides timely immigration status information; identity information; and

real-time assistance to local, state, and federal law enforcement agencies on aliens suspected, arrested, or convicted of criminal activity. LESC, located in Williston, Vermont, operates 24 hours a day, 7 days a week, 365 days a year.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 4, 2022

From:
Elliot Swain

Action Item # V. - 10.

Soil & Water - Streamflow Rehabilitation Assistance Program
Application

Issue/Action Requested:

Request the approval to apply for funding from the NCDA&CS Division of Soil and Water Streamflow Rehabilitation Assistance Program (StRAP) in order to remove stream debris within several streams throughout the county.

Background/Purpose of Request:

StRAP has been created to take a proactive stance on flood resiliency by providing funding for projects that protect and restore the integrity of drainage infrastructure without the requirement of a emergency declaration for funding to be released. This request is being made to utilize these funds to remove debris in several targeted streams throughout the county that have historically been problematic or are currently problematic to surrounding residences. This will be a retroactive approval as the due date for the application is March 31, 2022

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

County Manager's Recommendation:

Recommend the approval to apply for funding from the NCDA&CS Division of Soil and Water Streamflow Rehabilitation Assistance Program (StRAP) in order to remove stream debris within several streams throughout the county.

ATTACHMENTS:

Description

- ☐ StRAP Grant Application Evaluation Form
- ☐ Stream Maps1
- ☐ Stream Maps2
- ☐ Photos
- ☐ Stream Cost Estimates to Haul



BRUNSWICK COUNTY

Grant Application Evaluation Form

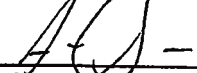
Lead Department: Soil and water		Date: 3/22/22	
Department Head: Elliot Swain		Department Contact for Grant: Elliot Swain	
Co-Applicants / Other Participating Departments/Agencies/Community Organizations: Operation Services / Vector Control			
Grant Title: Streamflow Rehabilitation Assistance Program			
Funding Organization: NCDA Division of Soil and Water			
Grant Period/Term: 07/22-06/25	Grant Amount: \$ 2,299,875.00 <i>52,636.425</i>	☒ New Grant ☐ Recurring Grant Multi-Year Grant? ☒ Yes ☐ No	
Matching Funds? ☐ Yes ☒ No	If Yes, Amount: \$	☐ In Kind _____ ☐ Cash _____ ☐ Other _____	
Describe how match will be met.			
Are matching funds in the current budget or does the match require additional funding? Please explain. ☐ Available ☐ Additional Needed ☒ N/A- No matching funds required/requested			
Briefly describe the purpose of the grant. The STRAP program has allocated money for projects that protect and restore the integrity of drainage infrastructure. Projects could include: • clearing debris or sediment that has blocked streams and drainage ways, • stabilizing and restoring streams and streambanks and • rehabilitating or improving certain small watershed structural projects that were previously constructed pursuant to the Watershed Protection and Flood Prevention Act of 1954, as amended.			
Program Duplication / Cost Recovery			
Will this project in any way duplicate or compete with another service or program provided by Brunswick County, another local agency or community organization?		☐ Yes ☐ No ☒ Possibly	
Will this grant provide support for a mandated service?		☐ Yes ☒ No	
Can we capitalize on this funding to meet current and/or future equipment or facility needs?		☒ Yes ☐ No	
Will this grant result in supplanting? <i>Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.</i>		☐ Yes ☒ No	

Additional Grant Considerations	
Can the scope of work be completed within grant time frame allotted?	☒ Yes ☐ No ☐ Possibly
Can the requirements of this grant be met with current staffing levels?	☒ Yes ☐ No ☐ Possibly
Will new positions be requested (or expiring grant funded positions extended)?	☐ Yes ☒ No
If Yes, how many new positions will be funded by the grant?	_____ new positions
How many existing positions will be funded by the grant?	_____ existing positions
Will the grant create a program or require any County commitment for funding after grant funding ends?	☐ Yes ☒ No
Will the grant contain subcontracts/sub awards or contractual services? If Yes, please explain: Services for stream debris clean out and beaver trapping and removing will be contracted out.	☒ Yes ☐ No
Description of items or services to be purchased with funds: Funds will be used to contract stream debris removal and beaver trapping and dam removal.	
Will any items purchased with grant funds revert back to the granting agency?	☐ Yes ☒ No If yes, explain
Is funding received in advance or on a reimbursement basis?	☐ In Advance ☒ Reimbursement

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


Department Head Signature

3-24-22
Date


Director of Fiscal Operations

3-23-2022
Date


County Manager

3/23/22
Date

☒ Approved by County Manager
☒ Requires BOCC (Agenda Item Needed)

Shallotte River

Write a description for your map.

Legend

-  Dams
-  Stream

Shallotte Dam 3

Shallotte Dam 2

Shallotte Dam 1

Shallotte River

ASAP Realty

Beach Assembly

Grea

Daily Catch

ANING SERVICES

Ocean Ridge Plantation

Shallotte River

Google Earth



1000 ft

Willetts Branch

From 87 to Mill Creek

Legend

 Stream

 Mill Creek Farm Supply

 Willetts Branch unfinished DSR

Mill Creek

Google Earth

1000 ft



Town Creek UT

From powerline ROW to Town Creek main channel

Legend

 Stream

 Town Creek inactive Dam

 Zion United Methodist Church

Google Earth

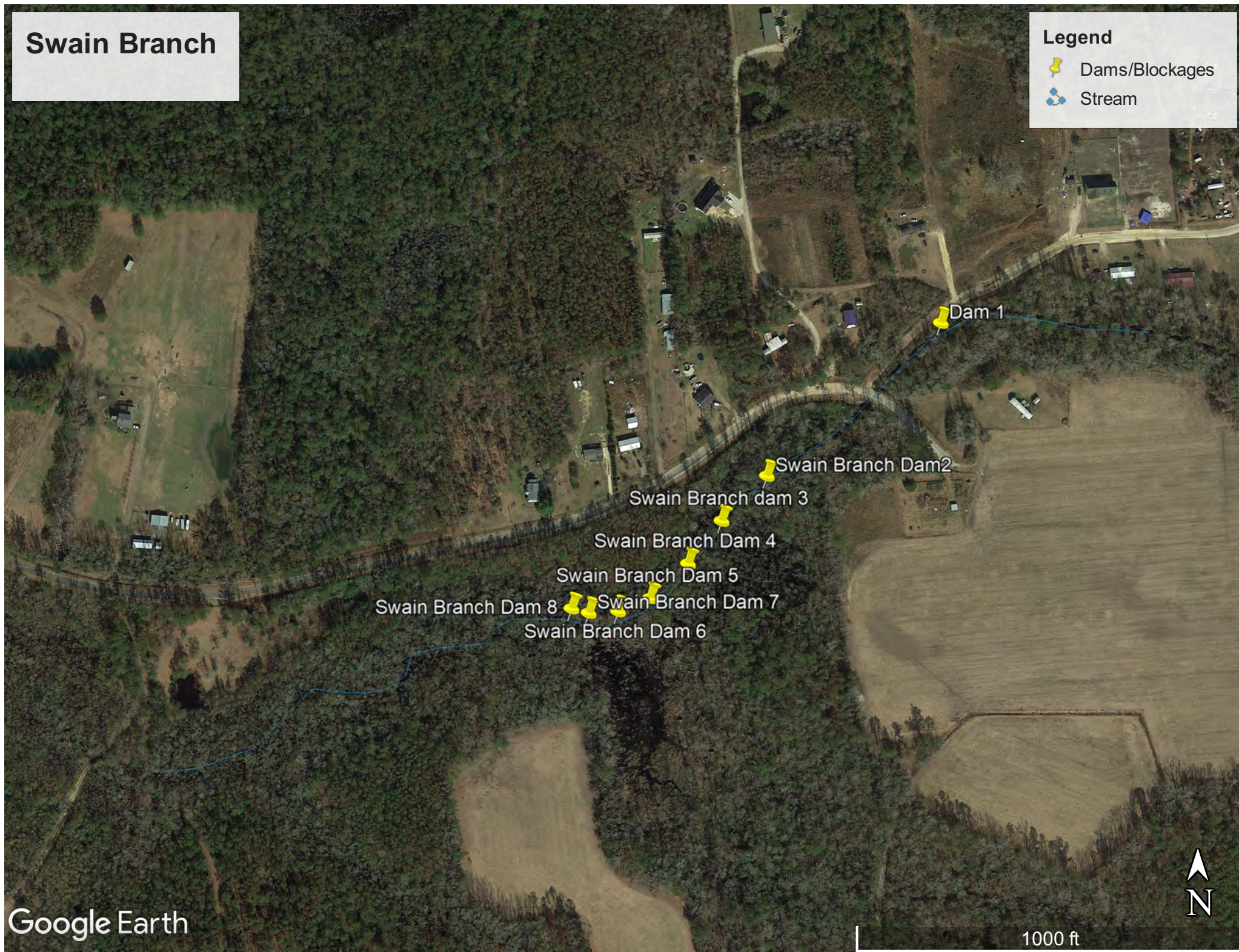


1000 ft

Swain Branch

Legend

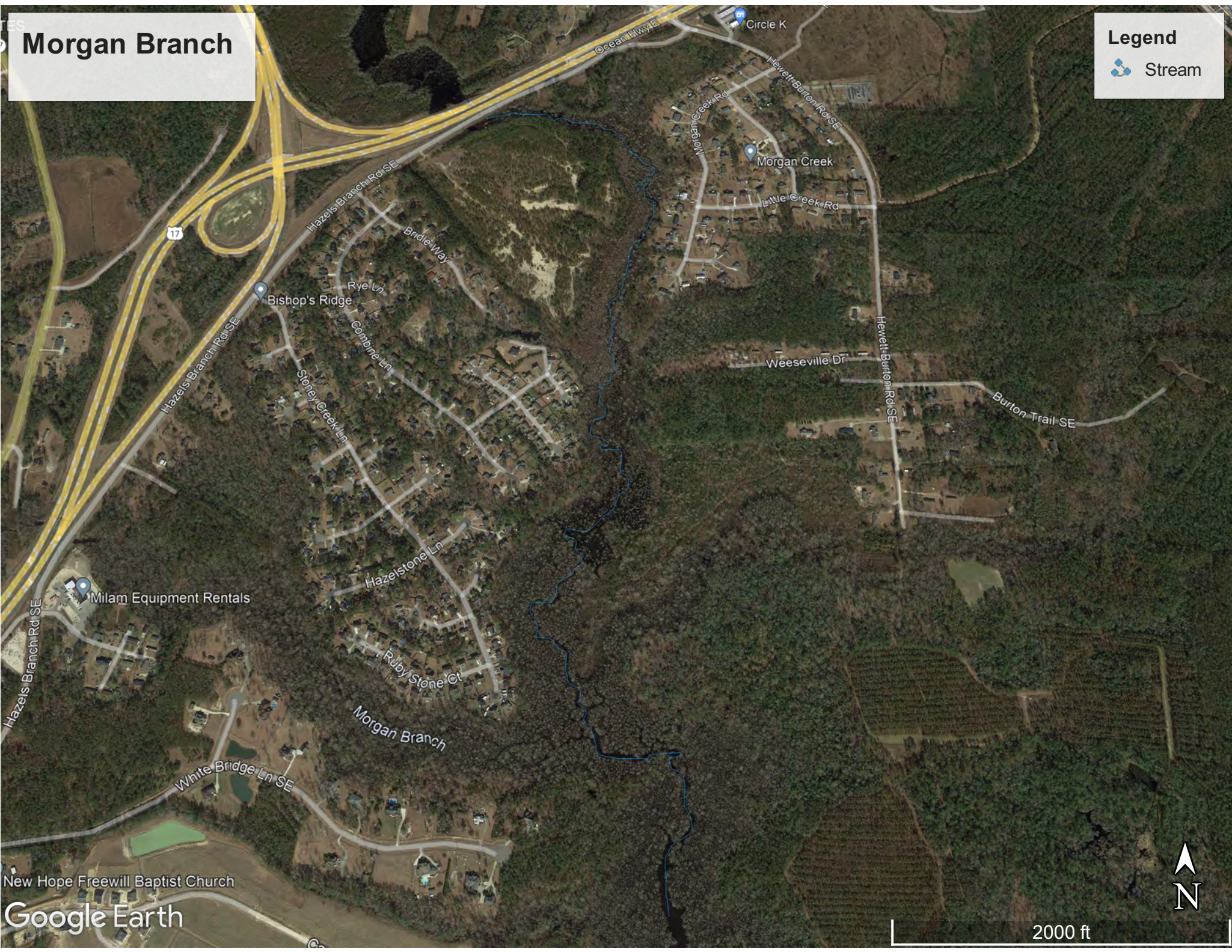
-  Dams/Blockages
-  Stream



Morgan Branch

Legend

 Stream



Goose Creek

Legend

-  Dams/Blockages
-  Stream

Goose Creek Dam 5
Goose Creek Dam 4
Goose Creek Dam 3
Goose Creek Dam 2
Goose Creek Dam 1

Google Earth

600 ft



Scotts Branch

- Legend**
-  Dams/Blockages
 -  Stream

Scotts Branch Dam 2
Scotts Branch Dam 1

1504

1504

211

Virginia Williamson Elementary

Google Earth



2000 ft

Jehovahs Witness

Crossroads Trail SE

Natal Dr SE

Opaca Dr SE

Serotina Dr SE

St Simons Dr SE

Palatka Dr

Southport Supply Rd SE

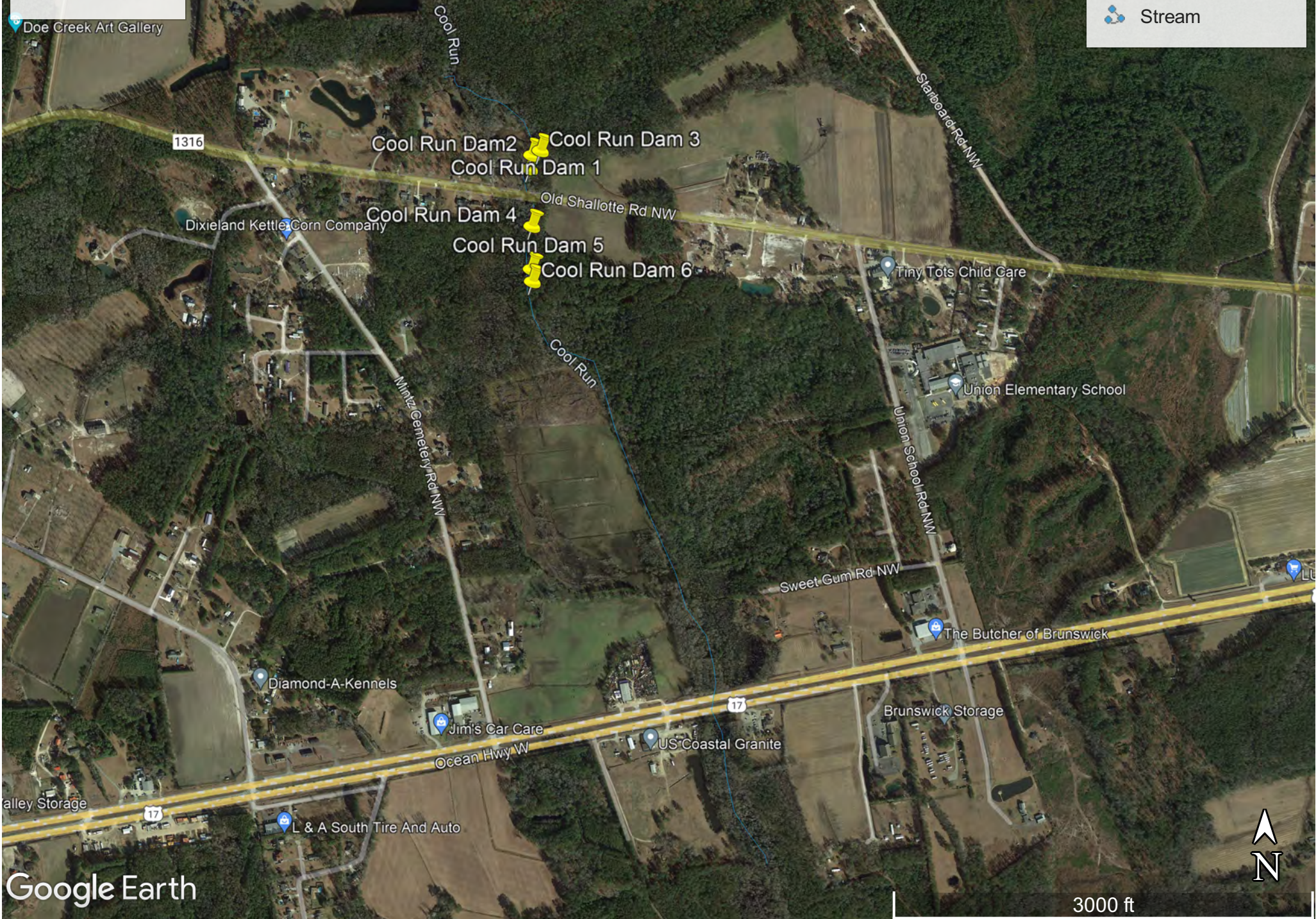
St Jo

Cool Run

Legend

 Dams/Blockages

 Stream



Leonard Branch

Legend

 Stream



Rice Creek UT

Legend

-  Dams/Blockages
-  Stream

Town Creek

Town Creek

Rice Creek UT Dam 4

Rice Creek UT Dam 5

Rice Creek UT Dam 3

Rice Creek UT Dam 2

Rice Creek UT Dam 1

Rice

1521

Google Earth

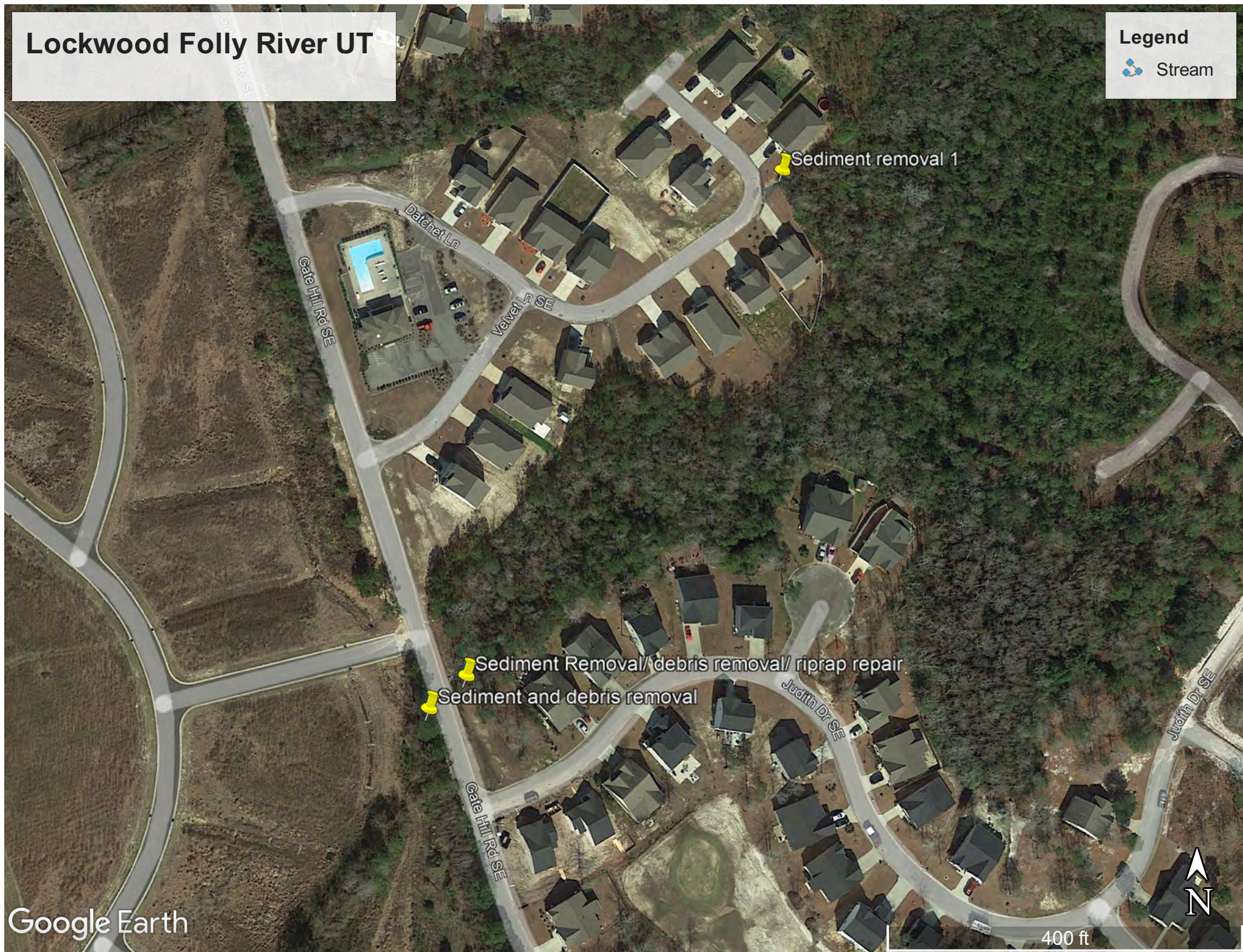
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2000 ft

Lockwood Folly River UT

Legend

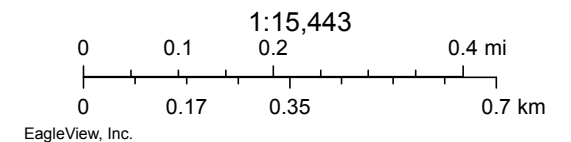
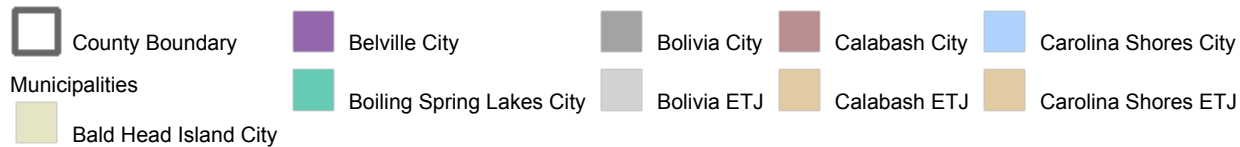
 Stream



Brunswick County GIS Data Viewer



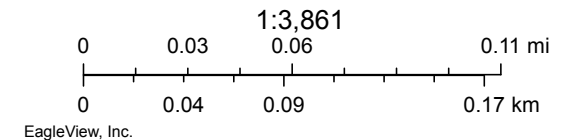
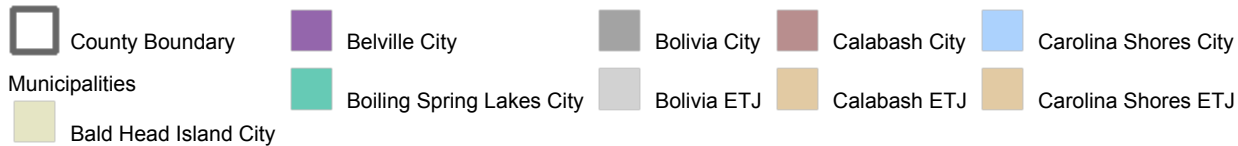
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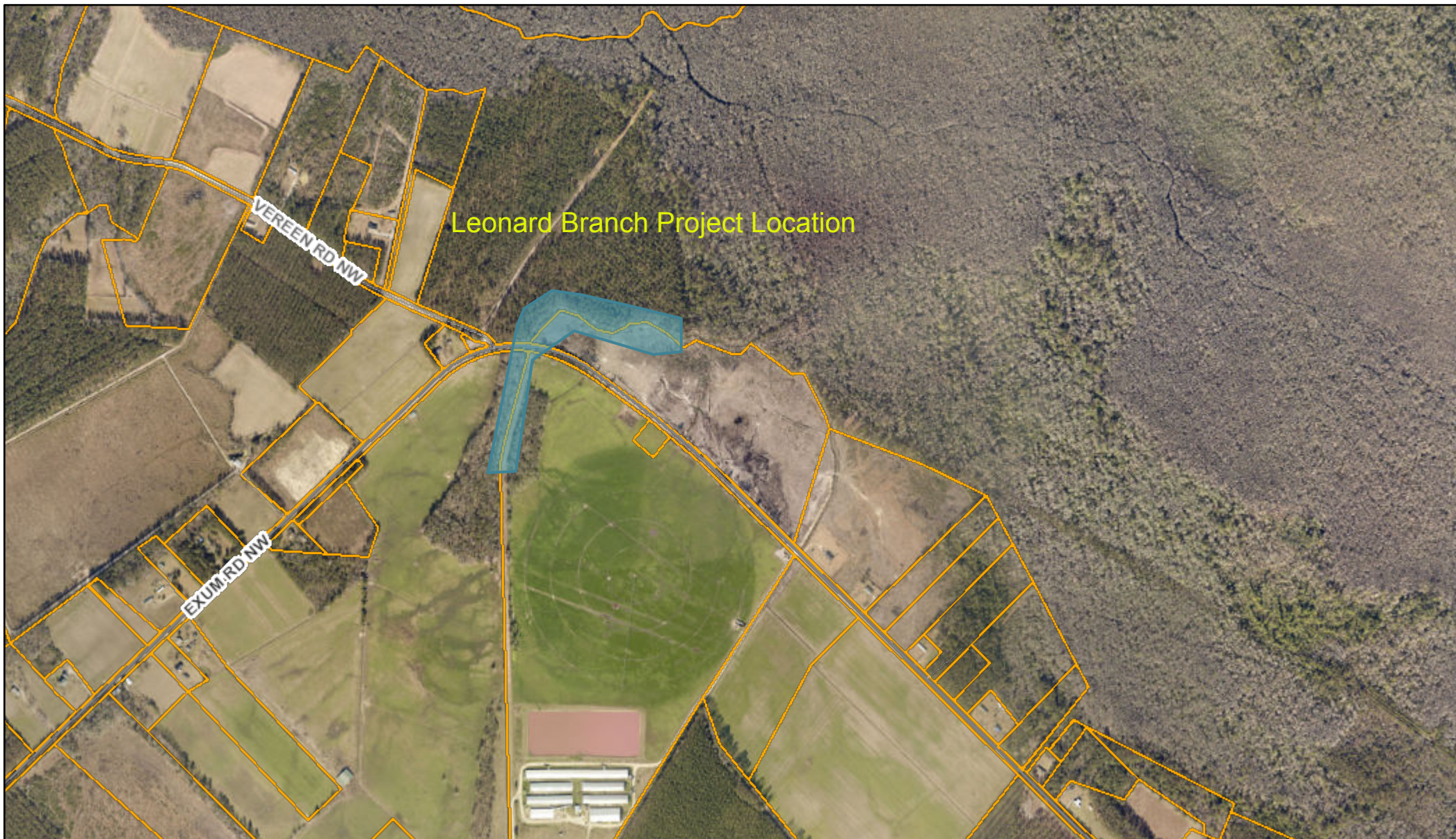
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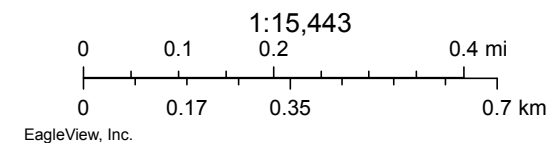
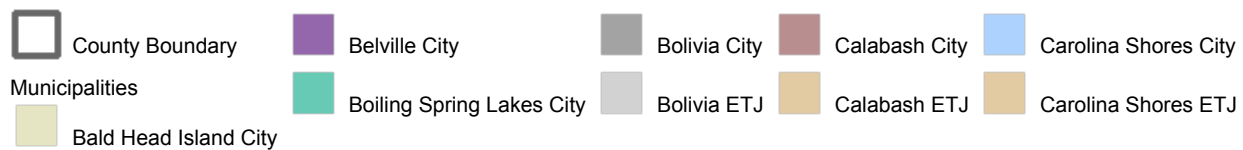
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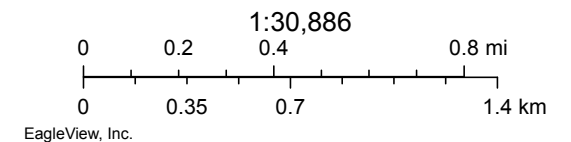
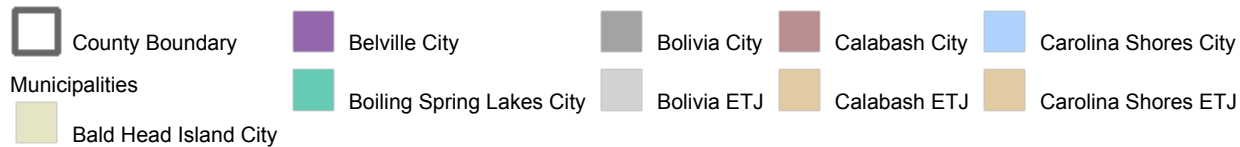
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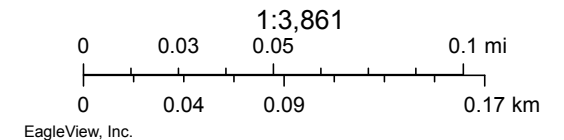
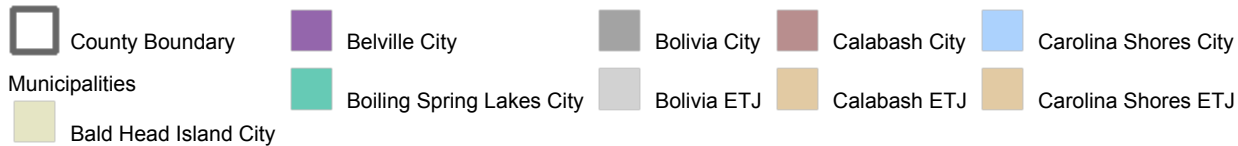
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Brunswick County GIS Data Viewer



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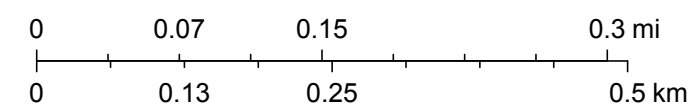
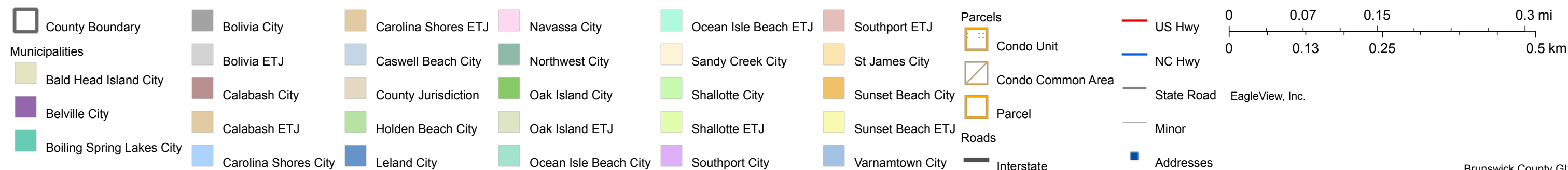


Brunswick County GIS Data Viewer



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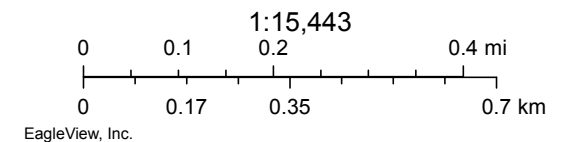
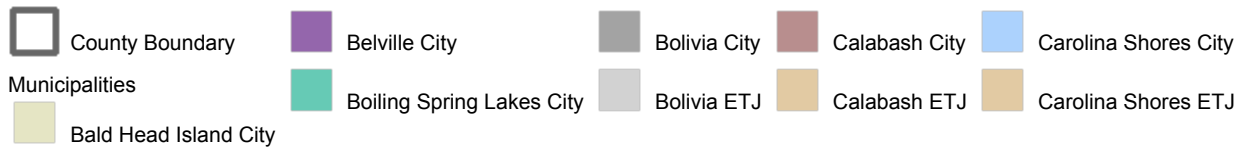


EagleView, Inc.

Brunswick County GIS Data Viewer



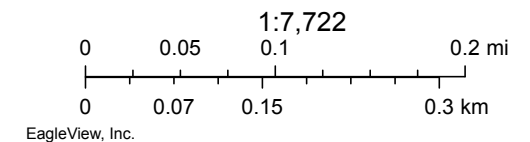
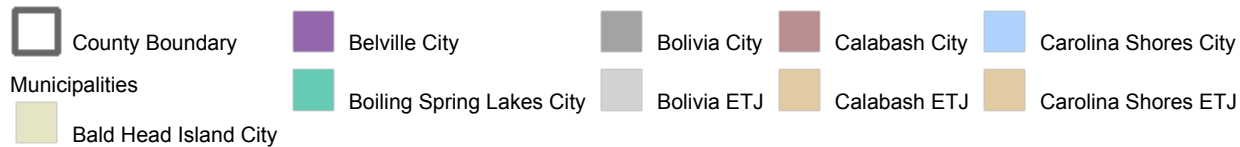
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Brunswick County GIS Data Viewer



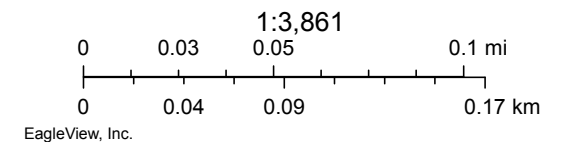
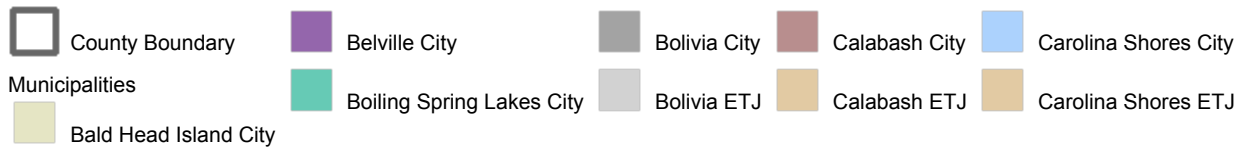
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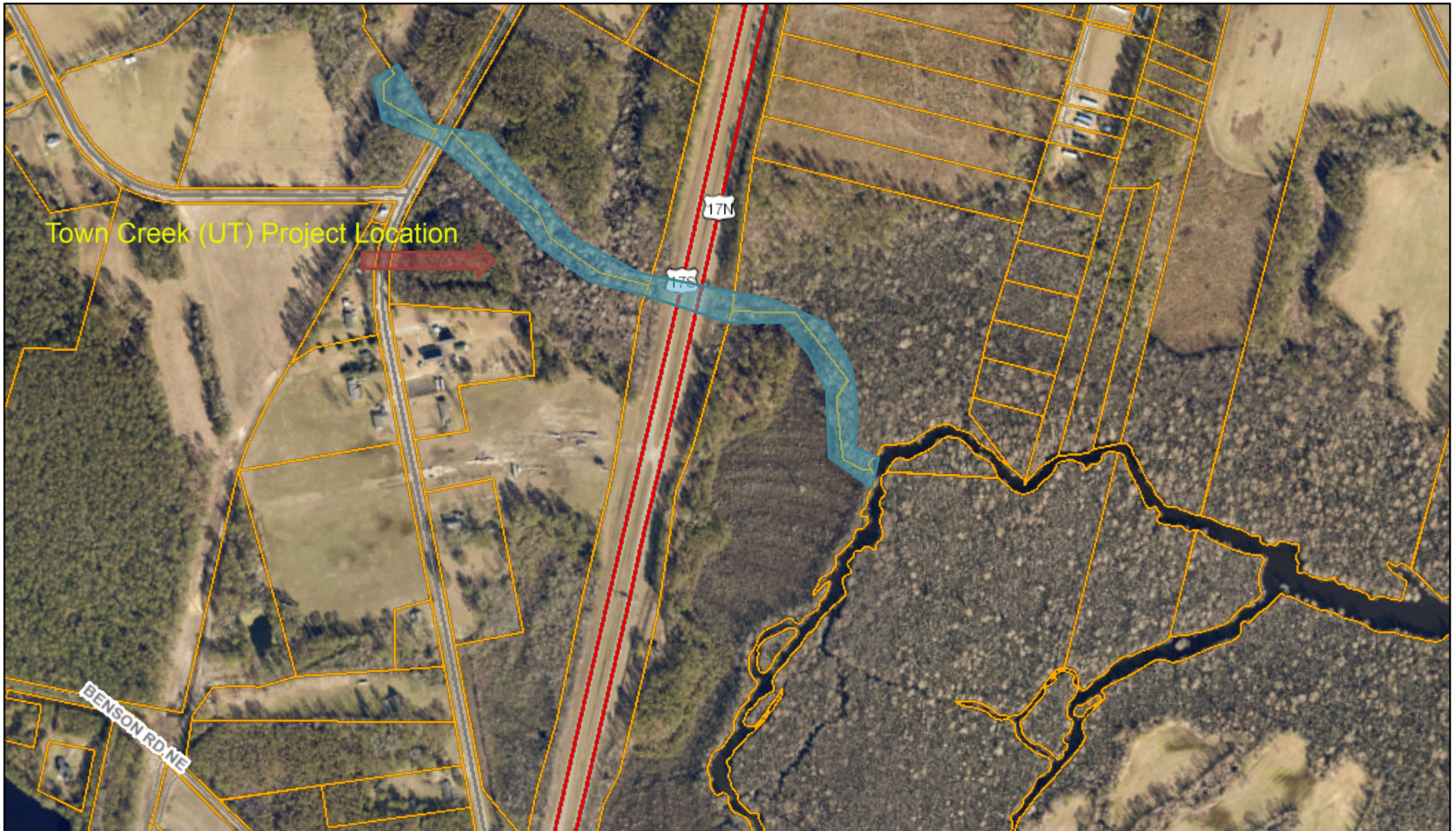
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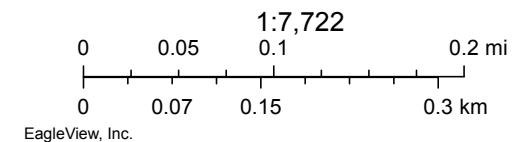
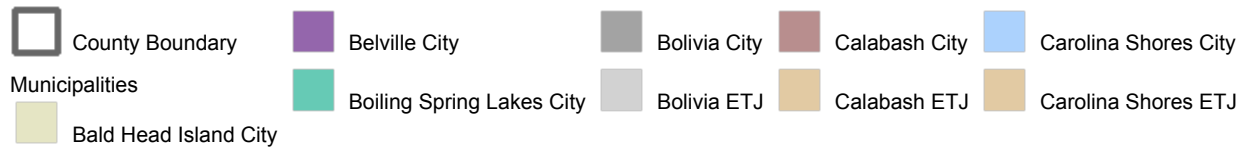
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Brunswick County GIS Data Viewer



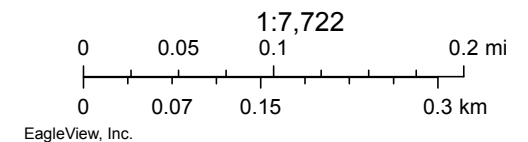
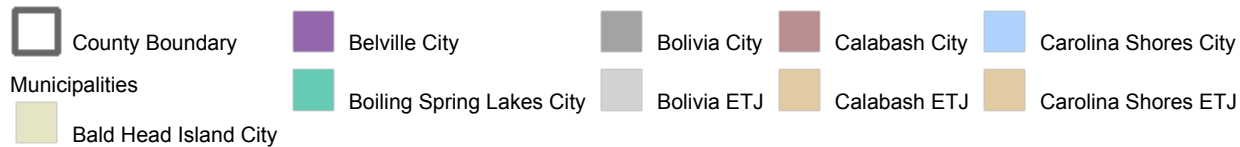
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Brunswick County GIS Data Viewer

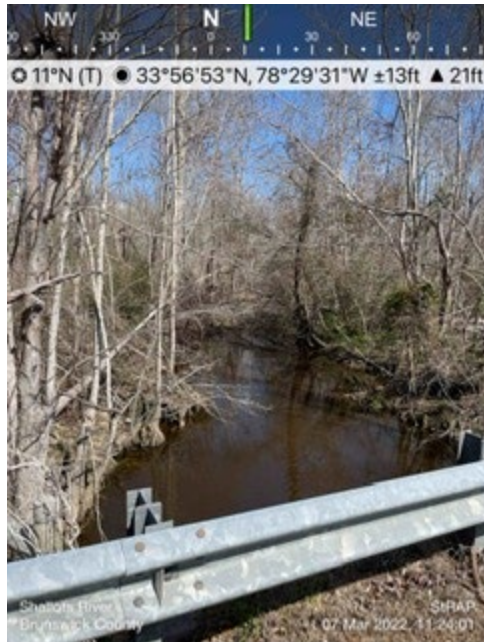


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StRAP

Shallotte River Photos

















DSR NO: 37-07-18-5038-314**Section 6 - Engineering Cost Estimate**

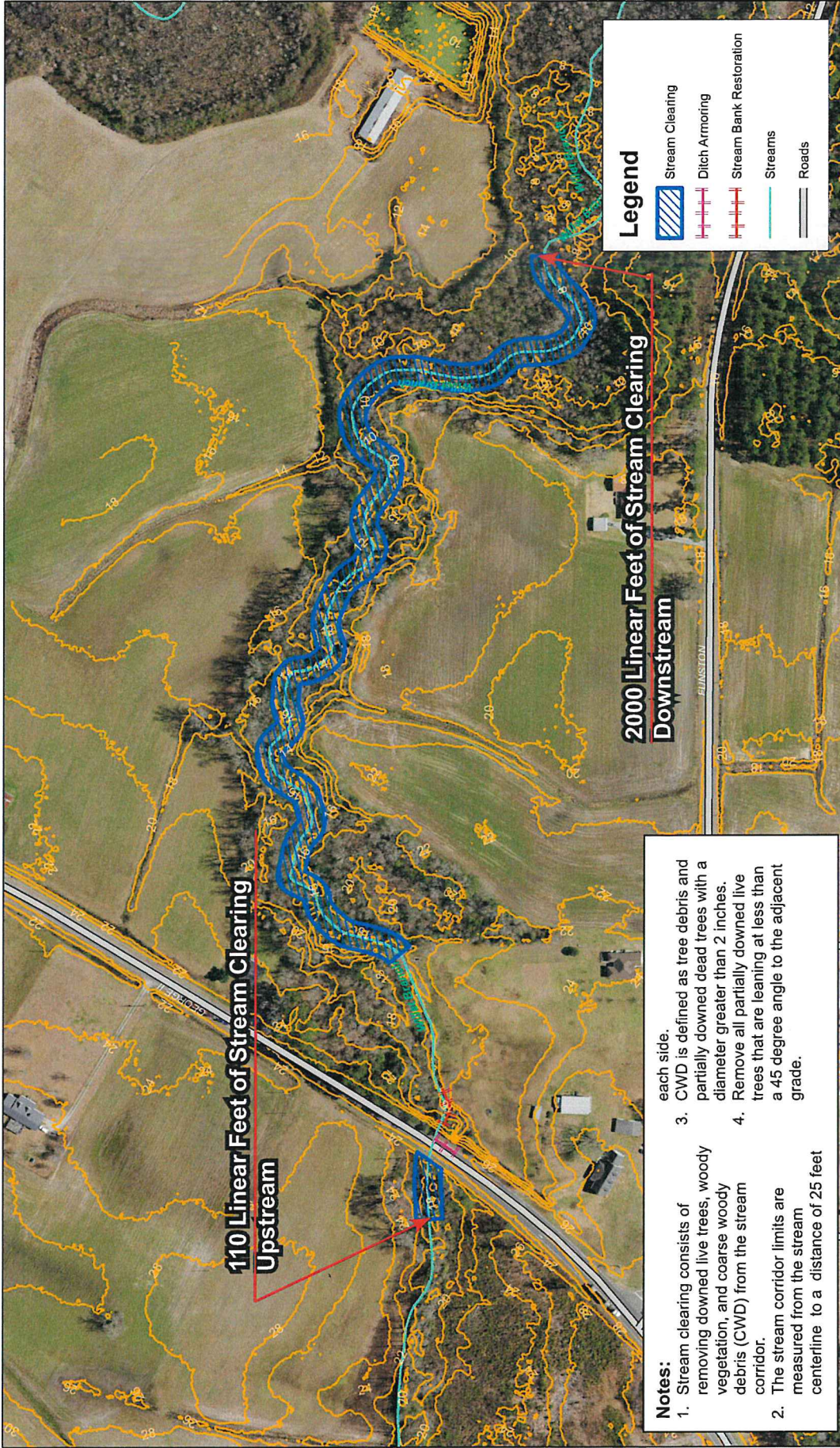
This section must be completed for each alternative considered (attach additional sheets as necessary).

Proposed recovery measure (including mitigation)	Quantity	Units	Unit cost (\$)	Amount (\$)
Tree Debris Removal from channel	110	ft	\$ 20.00	\$ 2,200.00
Mobilization	1	LS	\$ 2,800.00	2,800.00
Overhead and Profit	1	LS	\$ 1,000.00	1,000.00
Total installation cost (enter in sections 1E and 3) \$				6,000.00

Unit Abbreviations

AC	acre
CY	cubic yard
EA	each
HR	hour
LF	linear feet
LS	lump sum
SF	square feet
SY	square yard
TN	ton

Other
(specify) _____Completed by: Rajesh Tolikonda, P.E. Date: 07/19/2019



Notes:

1. Stream clearing consists of removing downed live trees, woody vegetation, and coarse woody debris (CWD) from the stream corridor.
2. The stream corridor limits are measured from the stream centerline to a distance of 25 feet each side.
3. CWD is defined as tree debris and partially downed dead trees with a diameter greater than 2 inches.
4. Remove all partially downed live trees that are leaning at less than a 45 degree angle to the adjacent grade.



USDA-NRCS EWP DSR
Brunswick County, NC

Site Number and Name

314. George II HWY-Willet Branch



Legend

- Stream Cleaning
- Ditch Armoring
- Stream Bank Restoration
- Streams
- Roads

Photographs



Photo 1.



Photo 2.

Photographs



Photo 3.



Photo 4.

Photographs



Photo 5.



Photo 6.

Photographs



Photo 7.



Photo 8.

Photographs



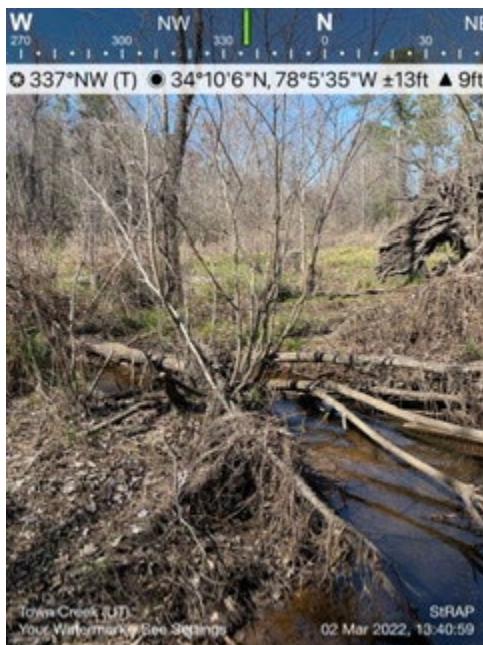
Photo 9.



Photo 10.

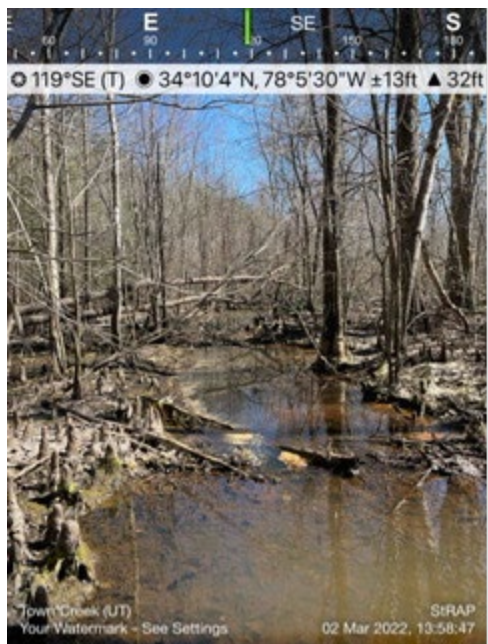
StRAP

Town Creek (UT) Photos



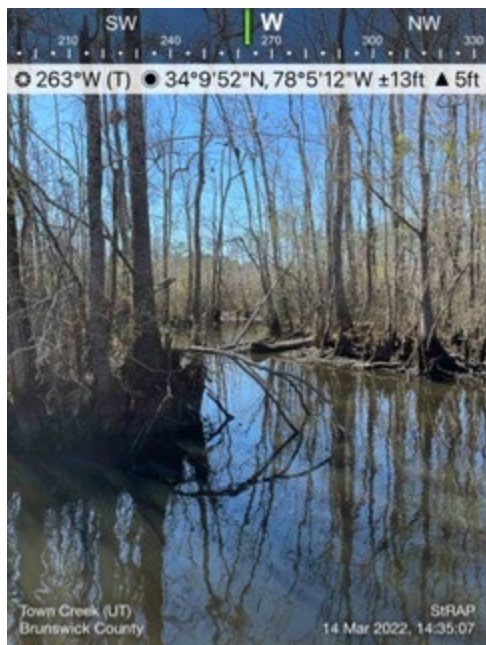














StRAP

Swain Branch Photos















StRAP

Morgan Branch Photos



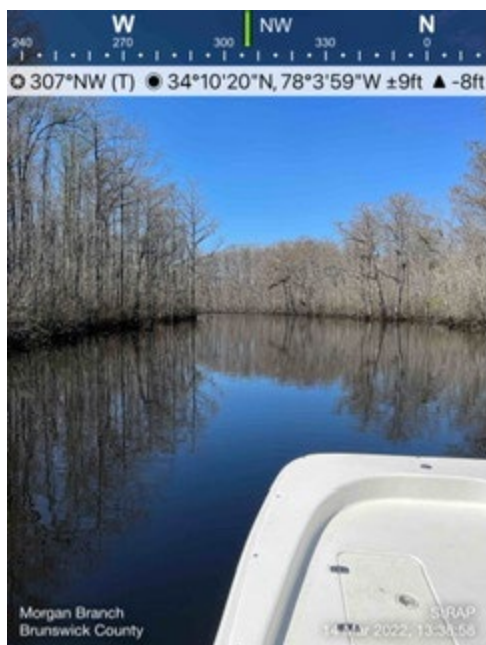
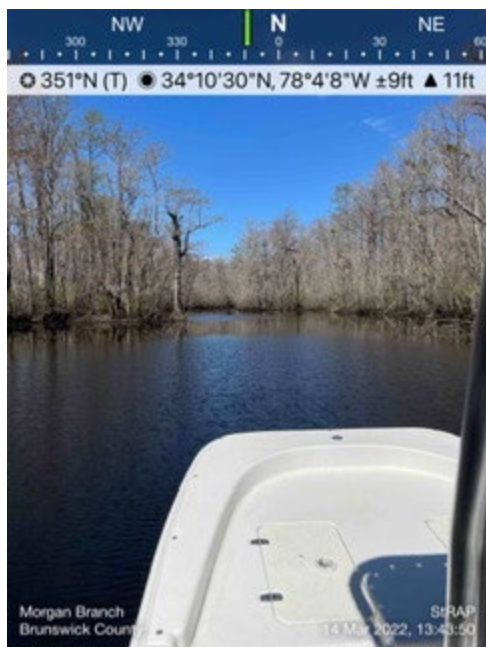














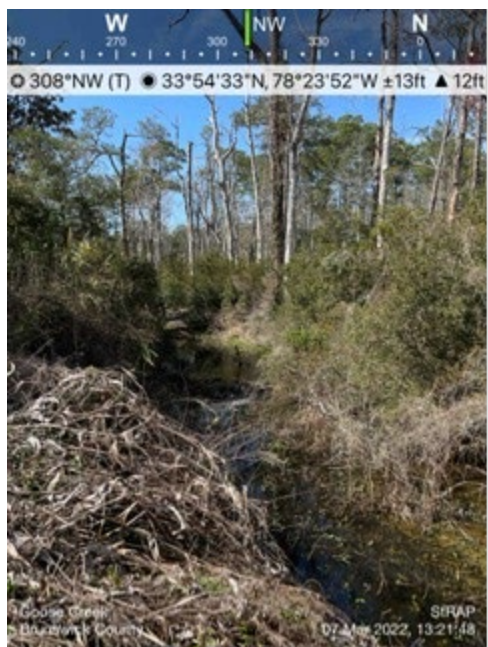
StRAP

Goose Creek Photos







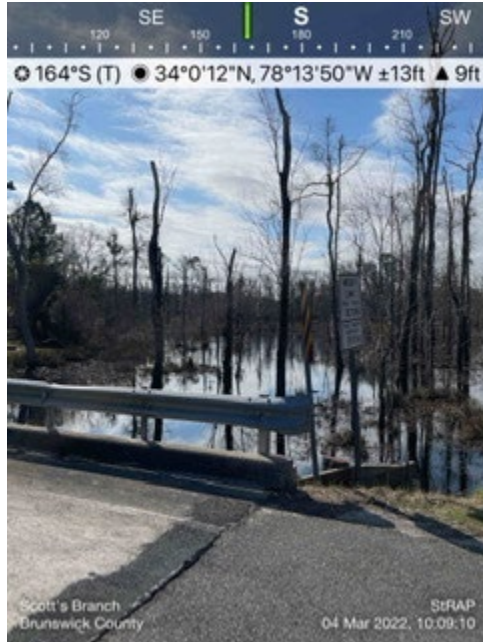






StRAP

Scott's Branch Photos









StRAP

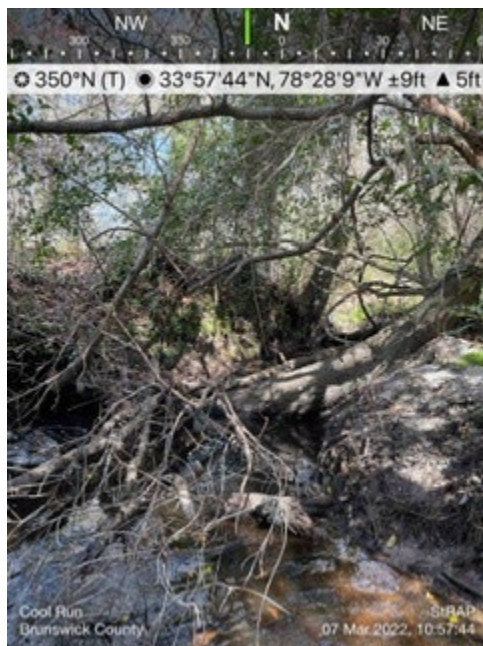
Lockwood Folly River (UT) Photos

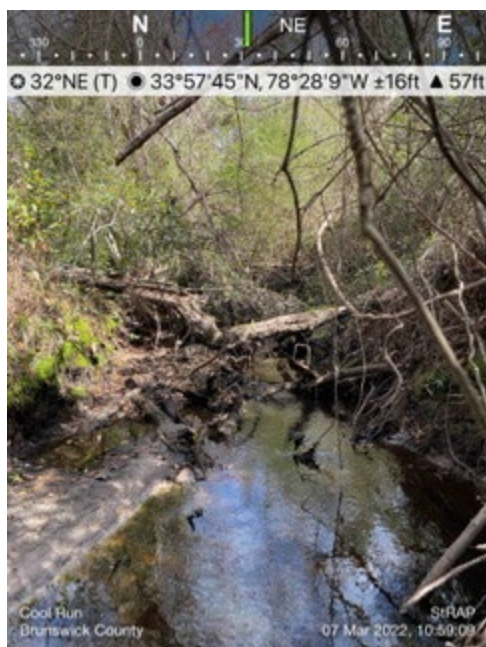
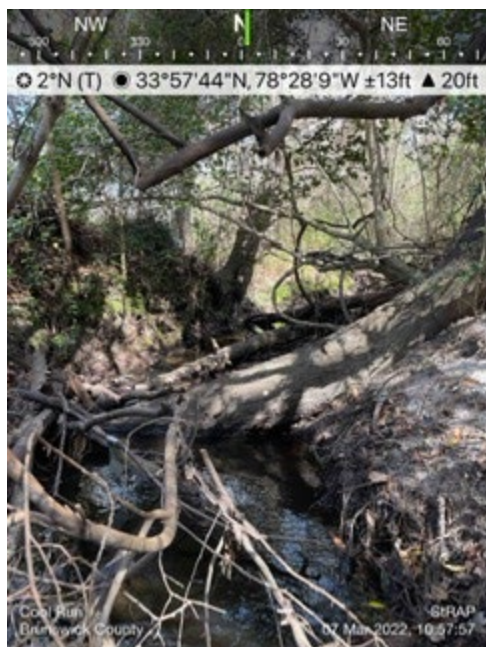




StRAP

Cool Run Photos





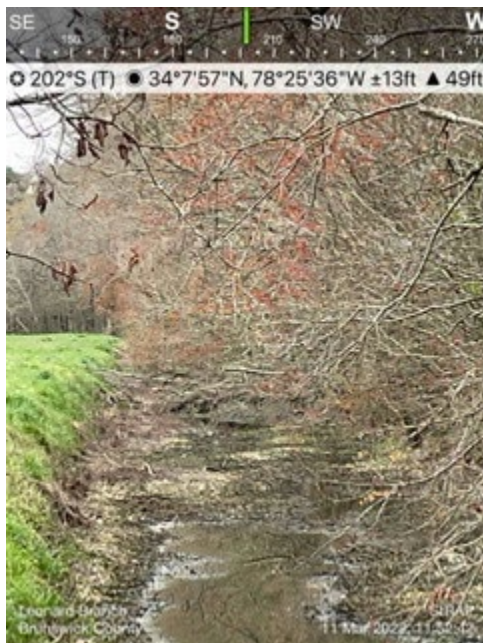






StRAP

Leonard Branch Photos

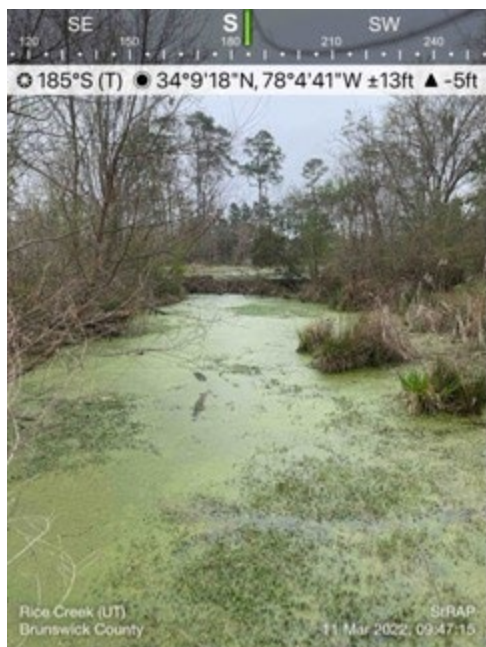




StRAP

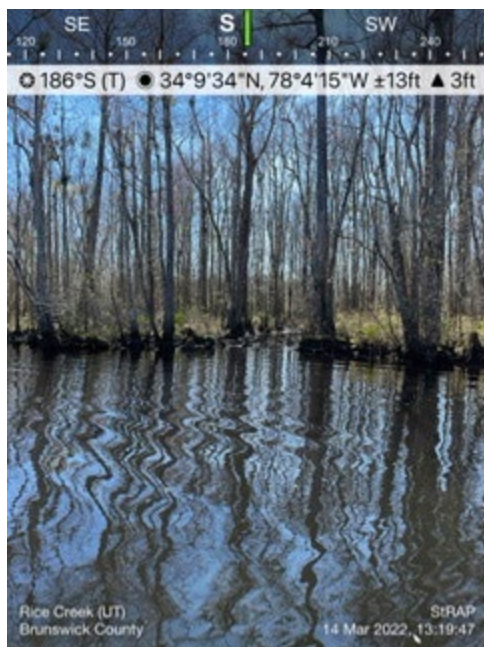
Rice Creek (UT) Photos











Stream Name

Linear Feet

Shallotte River

3,000 FT

Willet Branch

3,100 FT

Town Creek (UT)

3,000 FT

Swain Branch

2,900 FT

Lockwood Folly River UT

120 FT

Morgan Branch

9,500 FT

Cool Run

6,300 FT

Leonard Branch

2,000 FT

Goose Creek

1,900 FT

Scotts Branch

7,100 FT

Rice Creek (UT)

6,600 FT

Totals

StRAP Snagging	\$	2,276,000.00
BMAP COST	\$	17,875.00
Admin. COST at 15%	\$	341,550.00
Permits (Lockwood Folly UT)	\$	1,000.00

TOTAL PROJECT ESTIMATE	\$	2,636,425.00
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Floodplain (GIS Flood Hazard Layer)	Culverts Affected	Estimated Homes Affected
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Not mapped	1	12
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Not mapped	1	45
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YES	2	36
-----	---	----

Not mapped	1	17
------------	---	----

Not mapped

1

4

YES

0

75

Not mapped

1

7

YES

1

YES	1	28
-----	---	----

YES	1	10
-----	---	----

YES		10
-----	--	----

	10	244
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based on avg bmap costs

Description of Damage and Planned Repair

Damage: Channel is blocked with down tree's/woody debris. This area was damaged by an 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. 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. The USDA BMAP Program will address dam removal and active beavers.

Damage: Channel is blocked with down woody debris. 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.

Damage: Channel is blocked with down woody debris.

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. Town Creek will serve as ingress/egress for barge crew to snag downstream navigable waters. All work shall be completed according to the USACE Woody Debris Removal Guidelines, NCDEQ, and CAMA. 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.

Damage: Channel is blocked with down woody debris, vegetation and debris from beaver activity.

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. The USDA BMAP Program will address dam removal and active beavers.

Damage: Channel around culvert pipe is blocked with woody debris, vegetation and sand/silt debris (Gate Hill RD SE). Drainage way (Datchet LN SE) blocked with sand/silt and debris.

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. Gate Hill RD SE section: 30 FT of sediment removal upstream, rip rap check dam reestablished, and vegetation needs to be cut to maintain flow 40 FT. Downstream needs 20 FT of debris removal and 20 FT sediment removal around culvert pipe. Datchet LN SE: drainage way needs vegetation to be cut to maintain flow off street 60 FT and rip rap reestablished. All work shall be completed according to the USACE Woody Debris Removal Guidelines, USCAE NWP 3 and NCDEQ guidance's. All hauling and disposal of woody debris will be taken to Brunswick County Landfill.

Damage: Channel is blocked with down woody debris.

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 a portion of the project location. Town Creek will serve as ingress/egress for barge crew to snag downstream navigable waters. All work shall be completed according to the USACE Woody Debris Removal Guidelines, NCDEQ, and CAMA. All hauling and disposal of woody debris will be taken to Brunswick County Landfill.

Damage: Channel is blocked with thick vegetation, down woody debris and debris from beaver activity.

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. The USDA BMAP Program will address dam removal and active beavers.

Damage: Channel is blocked with down woody debris.

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.

Damage: Channel is blocked with down woody debris, vegetation and debris from beaver activity.

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, NCDEQ, and CAMA. 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.

Damage: Channel is blocked with down woody debris, vegetation and debris from beaver activity.

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. The USDA BMAP Program will address dam removal and active beavers.

Damage: Channel is blocked with down woody debris.

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 and Ward Farm will serve as ingress/egress to project locations. Rice Creek will serve as ingress/egress for barge crew to snag downstream navigable waters. All work shall be completed according to the USACE Woody Debris Removal Guidelines, NCDEQ, and CAMA. 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.

Estimated Cost

\$50 per FT.

Admin * 0.15

BMAP Cost 17,875/7

\$

150,000.00

\$

22,500.00

\$

2,553.57

\$

155,000.00

\$

23,250.00

\$

150,000.00

\$

22,500.00

\$

2,553.57

\$

145,000.00

\$

21,750.00

\$

2,553.57

\$ 7,000.00 \$ 1,050.00

\$ 475,000.00 \$ 71,250.00

\$ 315,000.00 \$ 47,250.00 \$ 2,553.57

\$ 100,000.00 \$ 15,000.00

\$	95,000.00	\$	14,250.00	\$	2,553.57
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\$	355,000.00	\$	53,250.00	\$	2,553.57
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\$	330,000.00	\$	49,500.00	\$	2,553.57
\$	2,277,000.00	\$	341,550.00	\$	17,874.99

Total Stream Cost

\$ 175,053.57

\$ 178,250.00

\$ 175,053.57

\$ 169,303.57

\$ 8,050.00

\$ 546,250.00

\$ 364,803.57

\$ 115,000.00

\$ 111,803.57

\$ 410,803.57

\$ 382,053.57

\$ 2,636,424.99

#Beaver Dams

3 upstream active. USDA BMAP Trapper will verify, trap, and remove dams.

1 inactive. USDA BMAP will verify, trap and remove dam.

7 Downstream inactive. 1 upstream active. USDA BMAP Trapper will verify, trap, and remove dams.

6 inactive. USDA BMAP will verify, trap and remove dam.

5 active. USDA BMAP will verify, trap and remove dam.

2 active. USDA BMAP will verify, trap and remove dam.

5 active. USDA BMAP will verify, trap and remove dam.

Location

33°56'53.5"N 78°29'30.7"W

34°06'01.2"N 78°05'10.4"W

34°10'05.9"N 78°05'33.1"W

34°04'47.9"N 78°03'06.4"W

34°00'02.5"N 78°12'11.6"W

34°11'29.7"N 78°04'27.7"W

33°57'43.1"N 78°28'08.7"W

34°07'58.2"N 78°25'36.9"W

33°54'33.4"N 78°23'53.0"W

34°00'13.0"N 78°13'50.6"W

34°09'14.4"N 78°04'48.9"W

Area

Upstream: 1,000 FT

Downstream: 2,000 FT

From HWY 17 Culvert pipe.

From HWY 87 to Mill Creek.

From power line right of way (Zion Church RD) to Town Creek main channel.

Drainage way: 1715 DATCHET LN SE BOLIVIA
Culvert Pipe: at Gate Hill RD SE & Pennywort CT SE.

From Hazel's Branch RD SE to Town Creek.

Parcel #1960001408 to parcel #21200025

From both sides of the culvert pipe.

From Colonist Square SW to Bricklanding RD SW.

From HWY 211 to Lockwood Folly River.

Both Fingers: from Governors RD and Dove Haven LN SE to Rice Creek main channel.

Dams	Shallotte River	Willet Branch
1	33°56'57"N, 78°29'34"W	
2	33°56'58"N, 78°29'32"W	
3	33°56'55"N, 78°29'30"W	

Town Creek (UT)

34°9'59"N, 78°5'17"W

Swain Branch

34°4'42"N, 78°3'16"W

34°4'42"N, 78°3'15"W

34°4'41"N, 78°3'14"W

34°4'41"N, 78°3'14"W

34°4'42"N, 78°3'13"W

34°4'43"N, 78°3'12"W

34°4'45"N, 78°3'9"W

34°4'49"N, 78°3'4"W

Lockwood Folly River (UT)

Morgan Branch

Cool Run

Leonard Branch

Goose Creek

Scott's Branch



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 4, 2022

From:
John Nichols, P.E.

Action Item # V. - 11.

Utilities - ADM Industrial Bulk Water Service Agreement (John Nichols, PE - Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners approve the Industrial Bulk Water Service Agreement between ADM (Archer Daniels Midland Company) and Brunswick County, authorize the Chairman to execute the agreement, and authorize the County Attorney to make clerical changes to the agreement.

Background/Purpose of Request:

On October 7, 1986, Pfizer, Inc., and Brunswick County entered into a Water Service Contract that was later assumed by Archer Daniels Midland Company. The original wholesale water service agreement expired, on June 30, 2020, and ADM and the County have been in discussions since that time in an effort to develop a new agreement that would take effect May 1, 2022. Staff recommends approval of the Industrial Bulk Water Service Agreement.

Fiscal Impact:

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

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

ATTACHMENTS:

Description

- ▣ Industrial Bulk Water Service Agreement

INDUSTRIAL BULK WATER SERVICE AGREEMENT
(EXCLUSIVE WITH MINIMUM PURCHASES)

THIS INDUSTRIAL BULK WATER SERVICE AGREEMENT, dated as of the _____ day of April, 2022, by and between the COUNTY OF BRUNSWICK, a political subdivision of the State of North Carolina (the “County”), and ARCHER-DANIELS-MIDLAND COMPANY, a Delaware corporation (the “Corporation”), is made pursuant to North Carolina General Statutes, Article 15 of Chapter 153A, and in consideration of the promises made to one another in this Agreement, as follows:

WHEREAS, Corporation desires to obtain a sufficient, dependable, and quality water supply from the County; and

WHEREAS, County owns and operates a water system with a capacity currently capable of serving the present customers of the County’s system including the Corporation; and

WHEREAS, Corporation acknowledges and understands that this Agreement establishes a minimum amount of treated water that the Corporation is obligated to pay for; and

WHEREAS, Corporation acknowledges and understands that County determines the reasonable rates to be paid by the Corporation as established using industry standard rate-making methodology; and

WHEREAS, Corporation is voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County agrees to furnish water, and Corporation agrees to pay for water, upon the terms and conditions and for the consideration hereinafter set forth, to wit:

SECTION 1
DEFINITION OF TERMS

1.1 Definitions. The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meanings:

(a) “Monthly Minimum Usage” means the minimum amount of treated water Corporation must compensate the County for during the Monthly Payment Period, and each month thereafter, regardless of whether Customer actually takes such quantity of water. County will adopt the minimum monthly usage amount as part of its schedule of rates and fees

included in the annual budget. If either party believes the Monthly Minimum Usage amount should be raised or lowered, then notification in accordance with the “Notices” section shall be made prior to January 31. The two shall confer and make a good faith effort to reach agreement prior to March 1. If neither party utilizes the process to discuss a change, then the recommended amount will be submitted as the same amount in effect from the prior budget year.

(b) “Monthly Payment” means the amount of money to be paid to the County by Corporation during each Monthly Payment Period.

(c) “Monthly Payment Period” means any calendar month.

(d) “Agreement Date” means the effective date of this Agreement as executed by both parties.

(e) “Customer” means any customer with which the County contracts with to furnish water.

(f) “Daily Average” means the total annual volume delivered to the Corporation divided by the number of days in the calendar year, provided at the Point(s) of Delivery.

(g) “Emergency Condition” means a condition that threatens the public health, safety, or welfare.

(h) “Corporation’s Peaking Factor” means the annual peak day demand of the Corporation as determined from the total water volume going through all of the Corporation’s Point(s) of Delivery during the peak day divided by annual average daily demand.

(i) “Point of Delivery” means the metering point(s) between the provision of service by the County to Corporation, all facilities upstream of which shall be the sole responsibility of the County, and all facilities downstream of which shall be the sole responsibility of the Corporation. There may be multiple Point of Delivery locations for the Corporation. The meter, meter vault, associated check valve devices, and valves are the property of the County.

(j) “System” means, collectively, the existing system and the future improvements and water of the County included as part of the System for projects, water storage, treatment, transmission, distribution, and supply.

SECTION 2

WATER SERVICE

2.1 Minimum Take-or-Pay Quantity. The County agrees to sell to the Corporation and the Corporation agrees to purchase from the County at the Point(s) of Delivery defined hereafter, and Corporation agrees to purchase and take at said Point(s) of Delivery, treated water provided at a rate no greater than the Maximum Instantaneous Demand and pressure stated herein. Corporation agrees to pay the monthly Minimum Usage Charge as indicated on the County's published rate and fee sheet (with payment required whether or not the actual amount is taken) as consideration for the provision of treated water. The initial Monthly Minimum Usage shall be 1,640,000 gallons per month.

2.2 Meter Size. No meter shall be varied without mutual agreement from both parties.

2.3 Maximum Instantaneous Demand. The maximum instantaneous demand through any single meter of Corporation during the term of this Agreement shall not exceed either the maximum instantaneous demand capacity of the meter according to the manufacturer's meter specifications or the following standard maximum instantaneous demands based on meter size, whichever is less:

<u>Meter Size</u>	<u>Rate</u>
6"	900 gpm
8"	1700 gpm
10"	2200 gpm
12"	3100 gpm

County shall not be obligated to supply water at a rate in excess of the maximum instantaneous demand specified herein. In the event that a meter registers in excess of the maximum instantaneous demand rate three or more times in any thirty-day period, the parties shall discuss whether it is appropriate to increase the maximum instantaneous demand PROVIDED HOWEVER that no larger size meter shall be installed by the County without the agreement of the Corporation. County shall have the right to install a larger size meter and appurtenances at the Corporation's expense.

2.4 Daily Demand. The daily supply available to each customer is subject to limitations upon the County's ability to meet such demands caused by (a) the amount of raw water available to the County through its wells and from its allocated capacity in the Lower Cape Fear Water & Sewer Authority raw water system, (b) the amount of water available from the Cape Fear River as part of the regulatory-

determined “safe yield” or actually available during drought conditions, (c) the obligations of the County pursuant to Water Service Agreements to deliver treated water to other customers, (d) the capacity of the water system, (e) completion of any improvements the County elects to make to enable it to provide additional treated water to its Customers. Upon request by the County, Corporation shall provide updated, estimated peak day demands and annual water system demands for the current year and the next four years at a minimum.

2.5 Quality. The County agrees to furnish the Corporation, at the point of delivery specified herein, potable treated water meeting applicable quality standards of the North Carolina Department of Environmental Quality, Division of Water Resources. It is acknowledged by both parties that currently the County primarily uses chloramines as a residual disinfectant but must change to free chlorine for some period each year and this may result in changes in taste and odor. The County will provide reasonable advance notification of at least 10 business days of these changes to the Corporation. The Corporation acknowledges that the water quality and responsibility for flushing downstream of the Point(s) of Delivery is the Corporation’s responsibility.

2.6 Point(s) of Delivery. The Point of Delivery for Corporation is located at An existing vault opposite the County’s elevated water storage tank at the entrance to the Corporation’s facilities at 1730 East Moore Street; Southport, NC.

2.7 Water Pressure. County shall furnish water at operating pressures as required by the North Carolina Department of Environmental Quality, Division of Water Resources at the Point(s) of Delivery. Except during outages for routine maintenance or force majeure events, the County agrees to maintain and operate the existing elevated storage tank on Moore Street or another elevated storage tank in the Southport area capable of supplying water at a minimum pressure of 50 psi. Emergency failures of pressure or supply due to line breaks, power failure, flood, fire and use of water to fight fire, earthquake, hurricane, unavailability or contamination of raw water, or other catastrophe shall excuse County from this provision for such reasonable period of time as may be necessary to effectuate repairs and restore service.

2.8 Meter Reading. The County shall provide a meter reading at or near the end of each calendar month that may be used in conjunction with the previous reading to approximate the flow through the meter during the calendar month.

2.9 Testing of Meters. The County shall ensure that the meter used to provide the meter reading is delivering accurate readings. The County may, at any point, and the Corporation may request in writing not more than once in any twelve (12) month time period, the County to test or return the meter to the manufacturer for assessment. If upon any test, the percentage of inaccuracy of any billing meter

equipment is found to be in excess of three percent (3%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of twelve (12) months. If for any reason any billing meters are out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such billing meters are out of service or out of repair shall be estimated upon the basis of the best data available. Otherwise, the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the billing meter or meters were registering accurately. The cost of meter testing or assessment performed at the request of the Corporation shall be borne by the County if the meter is found to be reading in excess of 103% of actual flow amounts through the meter; otherwise these costs shall be paid by the Corporation.

2.10 County as Exclusive Water Provider. The Corporation shall not acquire or produce water from any source other than the County with the exception of water provided by well located on the Corporation's property at 1730 East Moore Street, Southport, NC 28461. The Corporation shall not allow any well, or any combination of wells, to provide more than 8 million gallons per month, provided that County has not limited the quantity of treated water available to the Corporation in excess of that under section "Curtailement."

2.11 Temporary Interruptions. The County may at any time shut off water due to accident, emergency, for the purpose of making connections, alterations, repairs, and changes to the water system. The County acknowledges that the shut off of water may have a serious impact on the operation of Corporation's business and will give notice in advance of water service interruptions when such interruptions can be reasonably expected. The County shall target a 30 day advance notice but both Corporation and County acknowledge the need for coordination of the timing of planned outages to facilitate the operations of both entities. It is the obligation of the Corporation to protect Corporation's facilities so that damage will not occur if water is shut off without notice PROVIDED HOWEVER that the County shall use its best efforts to ensure that water is not shut off without notice.

2.12 Curtailement. It is recognized by both parties that curtailement measures may have to be implemented to meet an emergency condition. If the County reduces the amount of treated water available to its customers, it will reduce the supply available to each user in accordance with the latest approved Water Shortage Response Plan. The Corporation acknowledges and understands the County's Water

Shortage Response Plan and Water Ordinance. The County shall use its best efforts to ensure that the Monthly Minimum Usage is provided to the Corporation. When requested by the County, Corporation shall use its best efforts to modify the daily timing of significant withdrawals to reduce peak usage during water shortages.

SECTION 3 **PAYMENT AND BILLING**

3.1 Rates and Fees. The County's published rates and fees are determined using the cost of service principles as described in manual M-1 by the American Water Works Association (AWWA), as they may be amended from time to time. The County shall review and amend its rates and fees on an annual basis and shall publish these prior to July 1st of each year. Corporation agrees to pay applicable Industrial fees and charges assessed by the County as indicated on the approved Rate and Fee schedule. Current Industrial rates, which are subject to change, include a Base Service Charge, Minimum Usage Charges, and a volumetric rate per 1000 gallons used. Corporation agrees to pay a rate equivalent to 66% of the Industrial rate shown on the approved County Rate and Fee schedule. In the event that the Industrial rate shown on the approved County Rate and Fee schedule increases by more than thirty percent (30%) cumulatively for any rolling three (3) year period during the term of this Agreement, Corporation may make a written request to County for a reasonable reduction of its percentage of the Industrial rate. County shall respond to Corporation's request within sixty (60) days of receipt. If County does not agree to reduce Corporation's percentage of the Industrial rate to an amount which is equal to or less than the thirty percent (30%) rate increase for the Industrial rate, Corporation may expand its capacity to produce its own treated water in excess of the eight (8) million gallons per month listed under section "County as Exclusive Water Provider."

3.2 Billing. On a monthly basis, County shall bill Corporation for water service provided through each bulk meter. The bills shall be payable within 30 days of the date of a valid invoice.

3.3 Maximum Daily Demand. Subject to the performance of the County's obligations under this Agreement, the Corporation shall make payment of a valid invoice throughout the term of this agreement in accordance with the Agreement. The size and number of meters (Points of Delivery) may not be altered without the County's consent.

3.4 Limitation on Resale. After the date of this Agreement, Corporation shall not enter into, renew, or amend with regard to volume of water to be supplied, any agreement to provide water for use to another user. The County will use its best

efforts to furnish and remain in a position to furnish water sufficient for all reasonable treated water requirements of Corporation, but its obligation shall be limited to the amount of treated water available to it from the System during routine operation.

SECTION 4

TERM, TERMINATION, AND RENEWAL OF AGREEMENT

4.1 This Water Service Agreement shall be in full force and effect for a period ending January 1, 2042.

4.2 This Agreement may otherwise be terminated only by mutual agreement of the parties. A mutually agreeable termination of this agreement will be on such terms as the parties may agree at the time in question. Each party hereto reserves to itself all legal rights and remedies available at law or in equity in the event of any other breach of this agreement by the other. The Corporation may terminate this Agreement on 180 days' notice in writing to the County in the event that the Corporation ceases manufacturing at its facility in Southport, NC.

4.3 This Agreement may be renewed or amended by mutual agreement of the parties, adopted with the same formality as the original.

SECTION 5

REPRESENTATIONS AND COVENANTS

5.1 Each party to this Agreement represents to the other party each of 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:

5.1.1 It has full power and authority to enter into this Agreement, and to enter into and carry out the transactions contemplated by this Agreement.

5.1.2 It has by proper action authorized the execution and delivery of this Agreement and is not in default under any provisions of this Agreement.

5.1.3 The execution, delivery, and performance of this Agreement does not violate or conflict with or require any consent or waiver under any of the terms or conditions in its governing documents or any material Agreement to which it is a party or by which any of its assets are bound or affected, or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it.

5.1.4 This Agreement constitutes a legal, valid and binding obligation enforceable at law and in equity in accordance with its terms and, to the extent that certain remedies under this Agreement require or may require

enforcement by a court, such principles of equity as the court having jurisdiction may impose.

5.1.5 It will comply with all applicable federal, state and local laws with respect to any activities conducted under or pursuant to this Agreement.

5.1.6 No elected or appointed official or employee has any interest (financial, employment, or other) in the transactions contemplated by this Agreement.

5.1.7 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.

SECTION 6

MISCELLANEOUS PROVISIONS

6.1 Exhibits. All exhibits, if any, referenced in this Agreement are incorporated herein by reference as integral parts of this Agreement.

6.2 Amendment to Agreement. This Agreement may be modified or amended only by written amendments that are approved and signed on behalf of both Parties in the same manner as original adoption.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 No Third-Party Beneficiaries. Nothing in this Agreement shall give any person other than the parties any rights to enforce any provision of this Agreement. There are no intended third-party beneficiaries of this Agreement.

6.9 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.

6.10 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.

6.11 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.

6.12 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 Corporation: Archer-Daniels-Midland Company
Senior Counsel Carbohydrate Solutions
77 W. Wacker Drive
Chicago, IL 60601

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

ARCHER-DANIELS-MIDLAND COMPANY

By: K. Lutt

Printed Name: Kris Lutt

Title: President Sweeteners and Starches

Date: 3/25/2022

“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
April 4, 2022

From:
Glenn Walker

Action Item # V. - 12.

Utilities - On-Call Engineering Services Task Order No. 1 - 211
WTP Study (John Nichols, PE - Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Task Order No. 1 with CDM Smith in an amount not to exceed \$75,000 for engineering services associated with the On-Call Engineering Contract.

Background/Purpose of Request:

On August 19, 2020, the Board of Commissioners approved the Notice of Award for On-Call Engineering Services with multiple firms, including CDM Smith. CDM Smith was selected to perform an engineering study for the 211 Water Treatment Plant to consider various modifications to the water treatment system and determine which modifications are recommended for improved operability, long-term reliability, and distribution system water quality compatibility (with regards to Reverse Osmosis coming online at the Northwest WTP). The evaluation will consider the current condition of infrastructure at the 211 WTP and estimated remaining useful life.

Staff recommends that the Board approve the proposed Task Order No. 1 with CDM Smith, in the amount of \$75,000.

Fiscal Impact:

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

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a budget amendment and authorize the Chairman and Clerk to the Board to execute the Task Order No. 1 with CDM Smith in an amount not to exceed \$75,000 for engineering services associated with the On-Call Engineering Contract.

ATTACHMENTS:

Description

☐ Task Order No. 1

TASK ORDER - #1

CDM Smith Inc.

Effective Date: April 4, 2022
Engineer: CDM Smith Inc.
Project: 211 WTP Treatment Alternatives Study

Engineer's Services

This Task Order, consisting of 6 pages, referred to in and part of the **Professional Services Agreement between Owner and Engineer** effective August 20, 2020.

Engineer shall provide services in accordance with the Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

Owner owns and operates the 211 water treatment plant (WTP), a six (6) million gallon per day (mgd) groundwater treatment facility through a 99-year lease that began in 1974. Water from the Castle Hayne aquifer is pumped to the facility from a nearby wellfield. Water is treated through a lime softening process prior to filtration, disinfection, and distribution. Management of the lime product and the lime-based residuals can be unreliable at times and Owner desires to explore alternatives to improve long-term reliability.

Engineer shall perform an evaluation of the 211 WTP to compare water treatment technology options to determine which treatment approach is recommended for improved operability, long-term reliability, and distribution system water quality compatibility (with regards to RO coming online at the Northwest WTP). The evaluation will consider the current condition of infrastructure at the 211 WTP and estimated remaining useful life.

The project will involve the following major tasks, each of which are described in the subsequent sections:

- Task 100 – Project and Quality Management
- Task 200 – Data Collection
- Task 300 – Alternatives Development and Evaluation
- Task 400 – Draft and Final Report

Task 100: Project and Quality Management

This task covers managing the project team, coordinating the work, tracking budget/work progress, invoicing and accounting, providing regular updates to the Owner, managing scope compliance, oversight of technical products, and quality assurance checks on work and deliverables. Accounting and administrative support to achieve the project tasks listed herein are also included in this task.

The following project meetings will be completed and are included in this task:

- Project Kickoff will be an in-person meeting coordinated with a site visit (see Task 200)

Task Deliverables:

- Meeting Agenda and Minutes

Task 200: Data Collection

This task includes collecting and evaluating information relevant to the design, construction, operations, and maintenance of the 211 WTP and other water infrastructure in the vicinity such as supply wells, transmission piping, and system pressure control devices (e.g., tanks and valves). Engineer will prepare a request for information that is expected to include:

- Facility record or as-built drawings
- Monthly operating reports (Jan 2018 – current)
- Operating cost information
- Previous facility studies and engineering reports
- Communication with the North Carolina Department of Environmental Quality (NCDEQ)

It is expected information will be provided in electronic format including Excel files for operating reports and PDF (or similar) files for other information. Hardcopies of reports provided to Engineer will be scanned with the hardcopy returned to Owner.

Engineer will review the information and develop a summary of existing facilities and operations. Summary information will be used in the evaluation described in Task 300. Once existing information is reviewed, Engineer may request additional information for use in evaluating potential treatment alternatives, such as a comprehensive ionic analysis and a silt density index may be requested by membrane vendors to estimate fouling potential and determine pretreatment requirements. It is anticipated sampling will be limited to a single grab sample for laboratory analysis and it is assumed this will be completed by Owner.

Engineer will complete a site visit with a team of two (2) process engineers to review the facility infrastructure and interview operations and maintenance staff. Interviews with operations and maintenance staff will be used to identify areas of improvements to improve facility reliability over a 20-year planning period. The site visit will coincide with the project kick-off meeting (see Task 100).

One virtual (Microsoft Teams) project progress meeting to review results of data analysis, develop alternatives for evaluation, and develop evaluation criteria (see Task 300) is included under this task.

Task Deliverables:

- Request for information
- Site visit summary notes
- Progress meeting summary

Task 300: Alternatives Development and Evaluation

Engineer will coordinate with Owner to develop project goals (e.g., water quality) and alternatives to meet those goals. This task also includes the development of evaluation criteria and completing of the evaluations. Based on the expected goals, it is anticipated the following treatment alternatives will be considered. Each of the treatment processes will have advantages and limitations with respect to the targeted chemical compounds, initial concentrations and treatment goals. Engineer will consider the following treatment alternatives (Alts.) for the 211 WTP:

- Alt. 1: Lime softening and media filtration with upgraded materials handling (existing process)
- Alt. 2: Alternative treatment such as softening with alternate chemical (lime plus caustic) and upgraded materials handling
- Alt. 3: Media filtration (pretreatment) and nanofiltration or reverse osmosis

Engineer will perform a detailed evaluation of two (2) alternatives selected by the Owner. Two (2) alternatives will be selected and the evaluation criteria will be developed in a virtual project progress meeting (see Task 200). The following will be completed as part of the detailed evaluation:

- Contact equipment vendors (1 minimum, up to 3) to gather information related to major equipment, chemical usage, power demand, and equipment budget estimates.
- Quantify the residuals expected to be generated – mass, volume, and concentrations. Determine projected residuals management costs. It is anticipated costs will consider NPDES discharge, residuals (sludge) hauling, and discharge to sewer. Pretreatment costs will be included for discharges to the sewer system.
- Prepare conceptual planning level opinion of probable construction costs (OPCCs). OPCCs will be Class 5 and prepared using methods such as contacting vendors for major equipment purchases and applying unit costs from recent estimates and construction projects.
- Prepare estimates for annual operating costs, including labor requirements, chemicals, power, residuals disposal, other items (such as membrane replacement, resin replacement, etc.).
- Complete financial analysis of alternatives based on 20-year life cycle. Analysis will consider business case for capital investment including a 20-year net present costs and an analysis for return on investment (ROI)
- Develop conceptual layout to review space requirements, including major equipment and chemical facilities.
- Qualitative comparison of operational flexibility to adjust facility operating schedule.

Note: The option to consider seasonal operation of the 211 WTP will be discussed under this task; however, the alternative can be reviewed under the on-going Water Distribution Master Plan. Similarly, the option to operate 211 WTP for only a portion of each day will be reviewed under the on-going Water Distribution Master Plan.

One virtual progress meeting (Microsoft Teams) is planned to present preliminary results of the evaluation. Meeting minutes will be prepared. Feedback received during the progress meeting will be incorporated into the draft report (Task 400).

Task Deliverables:

- Progress meeting and minutes
- Results of the analysis will be provided in draft report (Task 400)

Task 400: Draft and Final Report

Engineer will prepare and provide a Draft and Final Report that summarizes the findings from Tasks 200 through 300. Engineer will hold a virtual meeting (Microsoft Teams) with Owner staff following review of the Draft Report to review and discuss comments. Engineer will revise the Draft Report to incorporate Owner comments and submit a Final Report. Reports submittals will be provided in electronic format.

The report will include a description of each preferred alternative and major equipment items, process flow diagrams, conceptual site plans, and vendor equipment information.

Task Deliverables:

- Electronic (PDF) copy of draft and final report

PART 2 – ADDITIONAL SERVICES**A2.01 *Additional Services Requiring Owner's Written Authorization***

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. None

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

B. Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount based on the following estimated distribution of compensation:

	<u>Amount</u>	<u>Duration</u>
Basic Services Total	\$ <u>75,000.00</u>	<u>no later than 8/19/22</u>

Schedule

- Notice to Proceed = anticipated April 2022
 - Data Request = submitted within one (1) week of Notice to Proceed
 - Draft Report = submitted within twelve (12) weeks of receipt of data
 - Final Report = submitted within two (2) weeks of receipt of final comments
2. 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.
 3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
 5. The date for project completion shall be determined by adding the above noted Total Duration, also known as the "Time for Completion" to the Effective Date of the Task Order.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By: _____

Chairman, Board of Commissioners

[SEAL]

CDM SMITH INC.

By: _____

Printed Name: Reed M Barton

Title: _____

Date: _____

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

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

APPROVED AS TO FORM

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



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 4, 2022

Action Item # VI. - 1.

From:
Daralyn Spivey

Clerk to the Board - Proclamation - National Lineman
Appreciation Day

Issue/Action Requested:

Request the Board of Commissioners adopt the Proclamation for National Lineman Appreciation Day - April 18, 2022.

Background/Purpose of Request:

Brookes Versaggi from BEMC reached out asking for the Proclamation to honor the BEMC Lineman for their dedication, passion, long hours and service to the citizens within the BEMC area of responsibility.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

County Manager's Recommendation:

Recommend the Board of Commissioners adopt the Proclamation for National Lineman Appreciation Day - April 18, 2022.

ATTACHMENTS:

Description

- BEMC Lineman Appreciation Proclamation

County of Brunswick
Office of the County Commissioners



**PROCLAMATION DESIGNATING APRIL 18, 2022 AS LINEMAN
APPRECIATION DAY IN BRUSWICK COUNTY, NORTH CAROLINA**

WHEREAS, Brunswick County celebrates the profession of linemen; and

WHEREAS, their profession requires passion, dedication and ongoing training; and

WHEREAS, linemen are often first responders during storms working to repair broken electrical lines to make the area safe for other public safety heroes; and

WHEREAS, linemen must work power lines 24 hours a day, 365 days a year, to keep electricity flowing; and

WHEREAS, linemen play a vital role by maintaining and growing the electrical infrastructure; and

WHEREAS, linemen risk their lives every day working at precarious heights and with dangerous high voltage; and

WHEREAS, the US House of Representative recognizes the efforts of linemen in keeping the power on and protecting public safety and supports the designation of National Linemen Appreciation Day; and

WHEREAS, 116 TH CONGRESS 2d Session, H. RES. 262 first designated April 18th, 2022 as the National Lineman Appreciation Day.

NOW, THEREFORE, BE IT RESOLVED, the Brunswick County Board of Commissioners does hereby proclaim April 18, 2022 as "Lineman Appreciation Day" in Brunswick County.

This, the 4th day of April 2022.

Randy Thompson, Chair
Brunswick County Board of Commissioners

ATTEST:

Daralyn Spivey NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 4, 2022

Action Item # VI. - 2.

From:
Daralyn Spivey

Clerk to the Board - Proclamation - Sexual Assault Awareness Month

Issue/Action Requested:

The Rape Crisis Center of Coastal Horizons Center Inc reached out asking for the Board to recognize April as Sexual Assault Awareness Month.

Background/Purpose of Request:

2022 marks the twenty-first anniversary of SAAM and this year's campaign is "Building Safe Online Spaces Together" promoting online communities that value inclusion, safety and respect.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

County Manager's Recommendation:

Recommend that the Board approve the attached resolution to recognize April as Sexual Assault Awareness Month.

ATTACHMENTS:

Description

- Proclamation Sexual Assault Awareness Month

County of Brunswick
Office of the County Commissioners



**PROCLAMATION DESIGNATING APRIL AS SEXUAL
ASSAULT AWARENESS MONTH IN
BRUNSWICK COUNTY, NORTH CAROLINA**

WHEREAS, April is Sexual Assault Awareness Month – a time to draw attention to the prevalence of sexual assault and educate individuals and communities about how to prevent it. Sexual harassment, abuse, and assault are widespread problems. In the United States alone, nearly one in five women and one in sixty-seven men have been raped at some time in their lives (Smith et al, 2017) and one in every four girls and one in twenty boys is sexually abused by the age of seventeen (Finkelhor et al, 2014); and,

WHEREAS, Sexual harassment, assault, and abuse can happen anywhere, including in online spaces. Now more than ever, screens and technology connect us with others – but for too long, harassment, cyberbullying, and sexual abuse have been seen as unavoidable behaviors online.

WHEREAS, each of us has the power to change that. Together, we can make a difference to build including, safe, and respectful communities that thrive online and offline; and

WHEREAS, 2022 marks the twenty-first anniversary of SAAM, and the theme of this year's campaign is "Building Safe Online Spaces Together". We can build online communities free from sexual harassment, abuse, and assault by practicing digital consent, intervening when we see harmful behaviors, and promoting online communities that value inclusion, safety, and respect.

NOW THEREFORE, the Brunswick County Board of Commissioners does hereby proclaim April as Sexual Assault Awareness Month joining other advocates and communities across the country in resolving that we can build safe online spaces together.

This the 4th day of April, 2022.

Randy Thompson, Chairman
Brunswick County Commissioners

ATTEST:

Daralyn Spivey, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 4, 2022

Action Item # VI. - 3.

From:
Daralyn Spivey

Clerk to the Board - Resolution - National County Government
Month

Issue/Action Requested:

Request the Board of Commissioner's adopt the National County Government Resolution recognizing the services that this County provides to the citizens daily.

Background/Purpose of Request:

The National Association of Counties, encourages counties across the nation to elevate awareness of the responsibilities, programs and services that are provided across the nation.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

County Manager's Recommendation:

Recommend that the Board of Commissioner's adopt the National County Government Resolution recognizing the services that this County provides to the citizens daily.

ATTACHMENTS:

Description

- Resolution National County Government Month

County of Brunswick
Office of the County Commissioners



**RESOLUTION DESIGNATING APRIL AS
NATIONAL COUNTY GOVERNMENT MONTH IN
BRUNSWICK COUNTY, NORTH CAROLINA**

WHEREAS, the nation's 3,142 counties, parishes and boroughs serving more than 334 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties provide public health services, administer justice, keep communities safe, foster economic opportunities and much more; and

WHEREAS, Brunswick County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, under the leadership of National Association of Counties President Larry Johnson, NACo is demonstrating how "Counties THRIVE," especially in supporting residents and businesses during the coronavirus pandemic; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

NOW, THEREFORE, BE IT RESOLVED THAT, the Brunswick County Board of County Commissioners do hereby proclaim April 2022 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

ADOPTED this 4th day of April, 2022

Randy Thompson, Chairman
Brunswick County Commissioners

ATTEST:

Daralyn Spivey, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 4, 2022

Action Item # VI. - 4.

From: Health and Human Services - Health Services – Recognizing
Cris Harrelson, Public Health Director National Public Health Week

Issue/Action Requested:

Request the Board of Commissioners adopt the Resolution recognizing National Public Health Week 2022.

Background/Purpose of Request:

The week of April 4-10 has been designated as National Public Health week. Over the years, public health practices to control and eliminate infectious diseases, improve environmental sanitation, and promote healthy lifestyle practices have been the greatest cause of improved health status and increased life expectancy for the residents of our county. Moreover, Brunswick County's public health workers have been courageous, inventive, and tireless in their work to protect our residents from the threats of the COVID-19 pandemic, while continuing to perform their other essential public health functions, oftentimes at the risk of their own safety and health.

Staff recommends approval of the resolution.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners adopt the Resolution recognizing National Public Health Week 2022.

ATTACHMENTS:

Description

- ▣ National Public Health Week Resolution

County of Brunswick
Office of the County Commissioners



**RESOLUTION DESIGNATING APRIL 4-10, 2022 AS NATIONAL PUBLIC HEALTH WEEK IN
BRUNSWICK COUNTY, NORTH CAROLINA**

WHEREAS, the Brunswick County public health workforce is a critical component of our emergency response to natural and man-made disasters and widespread disease outbreaks in our county, including COVID-19; and

WHEREAS, our county and state public health workers have been courageous, inventive and tireless in their work to protect our residents from the threats of the COVID-19 pandemic, while continuing to perform their other essential public health functions, often times at the risk of their own safety and health; and

WHEREAS, public health measures to control and eliminate infectious diseases, improve environmental sanitation, and promote healthy lifestyle practices have been the greatest cause of improved health status and increased life expectancy for the residents of our County and all North Carolina's residents; and

WHEREAS, public health plays a critical role advancing health equity and preventing chronic diseases and injuries, resulting in improved productivity and decreased health care costs for all North Carolinians; and

WHEREAS, the Brunswick County Board of Health is committed to a continued emphasis on prevention in public health, and to helping our county and all North Carolina reach a better state of health through actions outlined in the Healthy North Carolina 2030 objectives; and

WHEREAS, communities, local health departments, employers, hospitals and health care providers, individuals and families, insurers, county leaders and policy makers, faith-based communities, and schools and childcare facilities must work together to identify and develop innovative solutions to health problems facing the people of Brunswick County; and

WHEREAS, the Brunswick County Board of Commissioners encourages all residents to recognize that public health is working to ensure that all residents are protected from threats such as COVID-19, influenza, foodborne disease, injury, and chronic diseases such as diabetes, heart disease, and asthma;

NOW, THEREFORE, the Brunswick County Board of Commissioners in regular session, does hereby proclaim April 4-10, 2022, as "Public Health Week" in Brunswick County, and commend its observance to all county residents and conveys our deepest gratitude to those public health professionals who serve our county every day.

This, the 4th day of April, 2022.

ATTEST:

Daralyn Spivey, NCCCC
Clerk to the Board

Randy Thompson, Chairman
Brunswick County Commissioners



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 4, 2022

Action Item # VII. - 1.

From:
Kirstie Dixon, Planning Director

Planning - Addressing Transportation in Brunswick County
(Kirstie Dixon, Planning Director)

Issue/Action Requested:

Request to receive information on transportation and consider implementation of strategies that will better address transportation in Brunswick County.

Background/Purpose of Request:

One of the major concerns with the growth that Brunswick County is experiencing is transportation. Traffic congestion & road connectivity are the biggest concerns. The Planning Department has looked into ways to better address transportation in Brunswick County and put together a list of strategies for review and consideration.

Attached is a Transportation Fact Sheet, a PowerPoint Presentation with information that includes Comprehensive Transportation Plan (CTP) Survey Data, Current Transportation Initiatives, and Proposed Transportation Strategies.

Planning Board reviewed and endorsed the proposed transportation strategies at their March 8, 2022 Meeting.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

Not Applicable

Advisory Board Recommendation:

At their meeting on March 8, 2022, the Planning Board voted to endorse the proposed transportation strategies as presented by Planning Staff.

Members Present: Eric Dunham, Clifton Cheek, Richard Leary, Christopher Wood, Ron Medlin, and William Bittenbender.

Members Absent: Joy Easley & Brett Riggs.

County Manager's Recommendation:

Recommend to receive information on transportation and consider implementation of strategies that will better address transportation in Brunswick County.

ATTACHMENTS:

Description

- ❑ Addressing Transportation PowerPoint
- ❑ Transportation Factsheet



Addressing Transportation In Brunswick County

Brunswick County Comprehensive Transportation Plan (CTP) Survey Data

- 87.4% of respondents were full-time residents of Brunswick County.
- 69.6% of Brunswick County Households are shared by 2 people.
- 63.0 % of respondents have 2 vehicles.
- “Connectivity” was the highest ranked transportation goal.

CONGESTION & CONNECTIVITY BIGGEST CONCERNS

Current Transportation Initiatives

Comprehensive
Transportation Plan (CTP)

Holden Beach Causeway
Transportation Study

Municipal Collector &
Throughfare Plans

Require a Traffic Impact
Analysis (TIA) at a lower the
threshold then NCDOT
(1,000 trips per day verses
3,000).

Planning Staff coordinating
with NCDOT on
Development Projects

Planning Staff participating
in the NCDOT
Transportation processes
including the Impact
Analysis (TIA) process &
MPO/RPO Meetings

Held Transportation
Roundtable with MPOs &
RPO to access needs,
opportunities, & challenges.

Transportation Fact Sheet

Transportation Fact Sheet



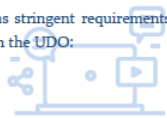
TRANSPORTATION FACT SHEET

ALL ABOUT ROADS

- ☐ Brunswick County does not own, build, maintain, or pay for roads because the NC General Statutes do not allow counties to own, build, maintain, or pay for roads.
- ☐ Taxes paid to Brunswick County do not pay for any road maintenance or the construction of new roads.
- ☐ Roads are designated as public OR private.
 - **Public Roads**
Public roads in Brunswick County are owned, maintained, & built by the North Carolina Department of Transportation (NCDOT) OR a Municipality.
 - **Private Roads**
If a road is not public, then it is a private road that is a privately-owned road by an organization like an HOA or POA, by a person, or Corporation/LLC. The owner is responsible for all maintenance and upkeep.
- ☐ Brunswick County also does not control stormwater or ditches along roadways. The owner of the road is responsible for all maintenance and upkeep.

NEW DEVELOPMENT & ROADS

- ☐ A NCDOT Driveway Permit is required when new development connects to an existing NCDOT roadway. NCDOT reviews proposed projects to ensure the driveway/road meets road standards and to determine what intersection improvements such as turn lanes, intersection upgrades, traffic lights, etc. will be required. New Major Subdivisions, Planned Developments, commercial projects, multi-family developments that connect to an NCDOT road must obtain an NCDOT Driveway Permit.
- ☐ NCDOT requires a Transportation Impact Analysis (TIA) for larger developments. The TIA looks at impacts to the surrounding road network and determines improvements such as turn lanes, intersection upgrades, traffic lights, etc. will be required on and adjacent to the project site. Developer to make improvements based upon NCDOT/local analysis of the project. This study is required before the issuance of the NCDOT Driveway Permit. Projects that generate more than 100 vehicle trips at peak hours OR 1,000 vehicle trips per day based on the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual are required to have a TIA per Section 6.16. of the Brunswick County Unified Development Ordinance. Therefore, TIAs are typically required for Major Subdivisions, Planned Developments, Major Site Plans, and limited required for commercial projects, multifamily projects, and Special Use Permits.
- ☐ Brunswick County Planning encourages collector streets to be developed within the area and during the review process looks at possibilities of connecting to the State system and to other developments (i.e., stub-outs).
- ☐ The Brunswick County Unified Development Ordinance (UDO) has stringent requirements related to traffic improvement & street standards. Below are road-related requirements in the UDO:



- TIAs are required for projects that generate more than 100 vehicle trips at peak hour OR 1,000 vehicle trips per day based on the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. NCDOT standards are 300 vehicle trips at peak hour OR 3,000 vehicle trips.
- Requires street connectivity requirements to ensure an interconnected street system within a project
- Requires cross-access corridors, stub-outs to adjacent properties, and multiple points of external access for larger projects to ensure connectivity between projects.
- Limitation on cul-de-sacs.
- All new roads in Major Subdivisions & Planned Developments must be constructed in accordance with NCDOT subdivision road standards.
- Creative design of circulation routes and traffic ways are encouraged.

TRANSPORTATION PLANNING

- ☐ The Brunswick County Comprehensive Transportation Plan (commonly known as the CTP) is in the process of being updated. The CTP is a long-range multimodal transportation plan that assesses Brunswick County's existing and future transportation needs for roadways, bicycle, and pedestrian facilities, transit services, and rail. It will guide transportation decisions into the future. Check out the following link for more information: <https://www.brunswickcountync.gov/planning/transportation/comprehensive-transportation-plan/>
- ☐ Transportation Planning for state roads is facilitated by NCDOT through three regional transportation planning organizations – the Wilmington Metropolitan Planning Organization (WMPO), the Grand Strands Area Transportation Study Metropolitan Planning Organization (GSATS MPO), and the Cape Fear Rural Transportation Planning Organization (CFRPO).
- ☐ As required by law, NCDOT uses a transparent, data-driven system for evaluating and prioritizing projects.
- ☐ Projects submitted for prioritization in our region are developed through the Comprehensive Transportation Planning (CTP) process.
- ☐ **Federal Infrastructure Investment & Jobs Act** – The funds recently enacted by Congress & signed into law by the President will be used by NCDOT to speed up projects that have been delayed by increasing material, right-of-way, and labour costs. (see attached flyer)

PROPOSED ROAD PROJECTS OF INTEREST

- ☐ NC 211 Expansion to 4 lanes from Southport to Supply. Currently made up 4 separate projects:
 - R-2021 – NC 87 (River Road) to NC 906 (Midway Road), includes an interchange at the intersection of NC 211 & NC 906. Work is anticipated to begin in Spring of 2022 & be complete by the Spring of 2026. Fully funded.
 - R-5947 – NC 906 (Midway Road) to SR 1112 (Sunset Harbor Road). In the STIP but not funded.
 - U-5932 - NC 211 Interchange (NC 211 at US 17) Committed project but not funded & a timeframe for moving forward has been provided.
 - HO90806-A – NC 211 from Sunset Harbor Road to US 17. Not funded and not in the STIP but submitted by Brunswick Co.
- ☐ Carolina Bays Parkway (SC 31 in South Carolina to US 17 near Shallotte). Draft EIS anticipated in the Spring of 2022. The preferred route will be selected and proposed by a Merger Team made up of NC State officials but will not be finalized until after a public hearing. The public will be able to provide comments at the public hearing. Finalization is anticipated by October of 2022.



Proposed Transportation Strategies

Transportation Impact Analysis (TIA)
Process Changes

Transportation Services

Connectivity Plan

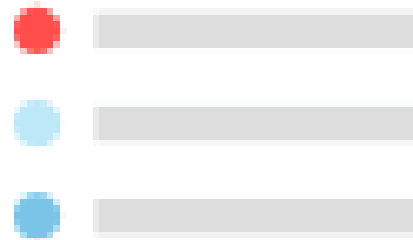
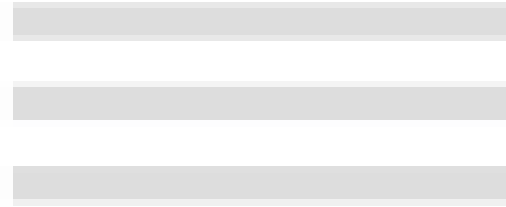
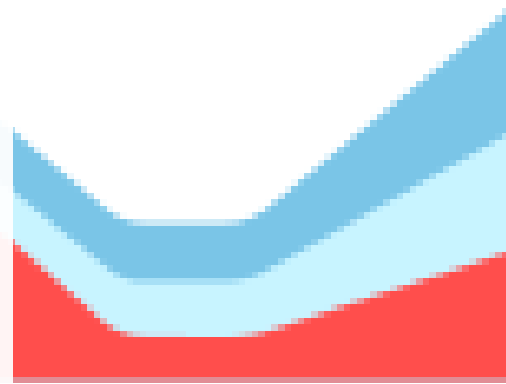
Designation Of Transportation Planning Role

Unified Development Ordinance (UDO)
Updates

Coordinate A County-wide Transportation
Planning Educational Meeting

Transportation Impact Analysis (TIA) Process Changes

- **Require a TIA to be submitted prior to Planning Board for Major Subdivisions & Planned Developments**
- **The TIA must have been approved by NCDOT (reviewed, completed, finalized, & approved)**
- **Include TIA information within Staff Report**
- **Will require changes to UDO & to Deadline Schedule**





Transportation Services

- Contract with A Consulting Firm To Provide Transportation Services
- *“As-needed Basis Only”*
- Will Require A Budget Amendment
- Fund within FY 22-23 Budget
- No cost to Owner/Developer
- Estimated Cost:
 - *1st Year: \$33,000 - \$43,000*
 - *Set-up = \$3k*
 - *TIA Review = \$20,000 - \$30,000*
 - *Ordinance Review = \$10k*
 - *Estimated Cost Per Year After: \$8,000 - \$23,000*

WHY IS PLANNING STAFF RECOMMENDING TRANSPORTATION SERVICES??

Brunswick County Is Experiencing Rapid Growth.

Transportation Is Major Concern To Brunswick County Residents.

Better Address Local Transportation Needs Immediately.

Provide Technical Expertise.

Lack Of Resources Related To Transportation.

Ensure private streets are constructed to design standards as they are the key connections to the NCDOT network.

SERVICES THAT A TRANSPORTATION CONSULTANT WILL PROVIDE

1

**Provide Technical
Assistance Related To
Transportation**

2

**Review Proposed
Development Plans**

3

**Represent Brunswick
County During The TIA
Process**

4

**Review Local County
Ordinance & Codes &
Make Recommendations
to Better Support
Transportation.**

Estimated Cost

- 1st Year: \$33,000 - \$43,000
 - Set-up = \$3k
 - TIA Review = \$20,000 - \$30,000
 - Ordinance Review = \$10k
- Estimated Cost Per Year After: \$8,000 - \$23,000



TRANSPORTATION POLICY & PLAN DEVELOPMENT

CONNECTIVITY PLAN

PROJECTED COST: 200K

GRANT MATCH: APPROX. 40K

SOURCES OF FUNDING: NCDOT, COUNTY MATCH



DESIGNATION OF TRANSPORTATION PLANNING ROLE

Fund within FY 22-23 Budget



Brunswick County, NC
Unified Development Ordinance



Revised and Readopted
March 16, 2015

UNIFIED DEVELOPMENT ORDINANCE (UDO) UPDATES

**COORDINATE A
COUNTY-WIDE
TRANSPORTATION
PLANNING
EDUCATIONAL
MEETING**



Proposed Transportation Strategies

Transportation Impact Analysis (TIA) Process Changes

Transportation Services

Connectivity Plan

Designation Of Transportation Planning Role

Unified Development Ordinance (UDO) Updates

Coordinate A County-wide Transportation Planning
Educational Meeting

HELEN BUNCH
ZONING ADMINISTRATOR
910-253-2035

helen.bunch@brunswickcountync.gov





TRANSPORTATION IN BRUNSWICK COUNTY

ALL ABOUT ROADS

- ❑ Brunswick County is prohibited from owning, building, maintaining, or paying for roads per the NC General Statutes. Therefore, Brunswick County does not have control over road access, maintenance problems, the building of new roads, planning for new roads, or the upkeep of stormwater and ditches along roadways.
- ❑ Taxes paid to Brunswick County do not pay for any road maintenance or the construction of new roads.
- ❑ Roads are designated as public OR private.
 - **Public Roads**
Public roads in Brunswick County are owned, maintained, built, & dedicated to either the North Carolina Department of Transportation (NCDOT) OR a Municipality. NCDOT or the Municipality is responsible for all maintenance and upkeep within the roadway.
 - **Private Roads**
If a road is not public, then it is a private road that is a privately-owned road by an organization like an HOA or POA, by a person, or Corporation/LLC. The designated owner is responsible for all maintenance and upkeep within the roadway.

NEW DEVELOPMENT & ROADS

- ❑ *NCDOT requires a NCDOT Driveway Permit when any driveway or new road connects to a NCDOT maintained roadway.* NCDOT reviews proposed projects to ensure the driveway/road meets their design standards and to determine what intersection improvements will be required such as turn lanes, intersection upgrades, traffic lights, etc. All new development that connects to an NCDOT road must obtain an NCDOT Driveway Permit including individual home sites, small subdivisions, and large residential and commercial projects.
- ❑ *NCDOT requires a Transportation Impact Analysis (TIA) for larger developments.* A TIA examines existing traffic conditions, effects of new trips on the local traffic network, and future transportation needs to accommodate the new trips generated by a proposed development. Based upon data collected, a TIA recommends traffic-related improvements. Improvements could include turn lanes, intersection upgrades, traffic lights, etc. both on and near to the project site. The TIA is a study prepared by qualified consultant traffic engineers and paid for by the developer. The Developer makes improvements based upon NCDOT/local analysis/TIA recommendations. This study is required before the issuance of the NCDOT Driveway Permit. NCDOT regulations and Section 6.16. of the Brunswick County Unified Development Ordinance dictate what projects must have a TIA. TIAs are typically required for Major Subdivisions, Planned Developments, Major Site Plans, and limited required for commercial projects, multifamily projects, and Special Use Permits.
- ❑ Brunswick County Planning encourages collector streets during the review process and looks at possibilities of connecting to the NCDOT system, a private road, adjacent developments, or stubbing out for future development.
- ❑ The Brunswick County Unified Development Ordinance (UDO) has stringent requirements related to traffic improvement & street standards. Below are road-related requirements in the UDO:
 - TIAs are required for projects that generate more than 100 vehicle trips at peak hour OR 1,000 vehicle trips per day based on the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. Alternatively, NCDOT's standard is 300 vehicle trips at peak hour OR 3,000 vehicle trips per day.
 - Street connectivity requirements to ensure an interconnected street system within a project.
 - Requires cross-access corridors, stub-outs to adjacent properties, and multiple points of external access for larger projects to ensure connectivity between projects.
 - Limitation on cul-de-sacs.
 - All new roads in Major Subdivisions & Planned Developments must be constructed in accordance with NCDOT subdivision road standards.
 - Creative design of circulation routes and traffic ways are encouraged.



TRANSPORTATION PLANNING

- ❑ The **Brunswick County Comprehensive Transportation Plan** (commonly known as the CTP) is in the process of being updated. The CTP is a long-range multimodal transportation plan that assesses Brunswick County's existing & future transportation needs for roadways, bicycle, and pedestrian facilities, transit services, & rail. It will guide transportation decisions into the future. Check out the following link for more information: <https://www.brunswickcountync.gov/planning/transportation/comprehensive-transportation-plan/>
- ❑ Transportation Planning for state road network is facilitated by NCDOT & three regional transportation planning organizations {Wilmington Metropolitan Planning Organization (WMPO), Grand Strand Area Transportation Study Metropolitan Planning Organization (GSATS MPO), Cape Fear Rural Transportation Planning Organization (CFRPO)}.
- ❑ Projects submitted for consideration in our region are developed through the Comprehensive Transportation Planning (CTP) process. Once the projects (roads, bike, airports, etc.) are ranked locally in consultation with local units of government, they are submitted to NCDOT by the appropriate local transportation planning organization in which the project is located to NCDOT for a formal, state-wide ranking process. As required by law, NCDOT uses a transparent, data-driven system for evaluating and prioritizing projects called "Prioritization".
- ❑ The Prioritization Process ranks projects according to the evaluation requirements and then places each project into a category. The top ranked projects in each category become part of the State Transportation Improvement Program (STIP). Based upon project funding guidelines/restrictions, funding may be received directly from the U.S. Department of Transportation or through the State of North Carolina.
- ❑ While the prioritization process addresses new or expanding projects, there are other funds made available to NCDOT from the US Department of Transportation to support refurbishment types of projects. Each pot of money has different restrictions/guidelines that apply. NCDOT Divisions evaluate the available resources budgeted for them and decide the methodology for making limited funds stretch the furthest.

ROAD PROJECTS OF INTEREST

- US 17 superstreet improvements are ongoing as funding becomes available.
- Improvements to the intersection of US 74/76 & Maco Rd/Northwest Rd. This project is not currently funded and not in the STIP.
- NC 211 Expansion to 4 lanes from Southport to Supply. Currently made up of 4 separate projects:
 - R-2021 - NC 87 (River Road) to NC 906 (Midway Rd), includes an interchange at the intersection of NC 211 & NC 906 and at NC 211 & Long Beach Rd. Work is anticipated to begin in Spring of 2022 & be complete by the Spring of 2026.
 - R-5947 - NC 906 (Midway Road) to SR 1112 (Sunset Harbor Rd). In the STIP but not currently funded.
 - U-5932 - NC 211 Interchange (NC 211 at US 17). Currently, a committed project but funding is not fully secured. A timeframe for moving forward has not been established.
 - HO90806-A - NC 211 from Sunset Harbor Road to US 17. Currently, this project is not funded and not in the STIP but submitted by Brunswick County for future prioritization.
- Carolina Bays Parkway (SC 31 in South Carolina to US 17 near Shallotte). Draft Environmental Impact Statement (EIS) anticipated in the Spring of 2022. The preferred route will be selected and proposed by a Merger Team made up of Federal & State officials (NC & SC) but will not be finalized until after a public hearing. The public will be able to provide comments at the public hearing. *Route selection is anticipated to be finalized by October of 2022.*



FEDERAL INFRASTRUCTURE INVESTMENT & JOBS ACT

The Federal Infrastructure Investment & Jobs Act was recently enacted by Congress & signed into law by the President and will provide funding. The funds will be used by NCDOT to speed up projects that have been delayed by increasing material, right-of-way, and labor costs. (See below NCDOT Flyer)



Infrastructure Investment and Jobs Act

Overview

- We thank our federal partners and appreciate they recognize the great importance of transportation infrastructure and getting people access to jobs, health care and educational opportunities.
- As required by [law](#), NCDOT uses a transparent, systematic and data-driven process for prioritizing transportation projects.
- Funds from the Infrastructure Investment and Jobs Act will help us delay fewer projects due to the incredible inflation we have seen impacting material, right of way and labor costs.
- While it is too early to know how the funding will impact specific projects, this federal investment will help offset some of these cost increases and support NCDOT's efforts to build resilient infrastructure and enhance all modes of transportation.
- NCDOT is committed to partnering with local communities and planning organizations to find and deliver solutions that reflect the needs of each community.

Bridges

- \$457 million over five years for bridge replacement and repairs (based on formula funding).
- Funding received from the federal infrastructure bill goes through a statewide prioritization process. The bridge funding is allocated based on condition of bridges across the state.
- NCDOT follows National Bridge Inspection Standards and ensures each bridge is inspected at least every two years. Additional information can be found [here](#).

Multimodal

- \$910 million over five years to improve public transportation options across North Carolina.
- \$460 million over five years for North Carolina airports.
- Increased funding opportunities for passenger rail, freight rail and rail safety.

Highways

- \$7.2 billion over five years for federal-aid highway apportioned programs (based on formula funding). Over the five-year period of the bill, it is approximately an additional \$1.5 billion to the highway program.





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 4, 2022

Action Item # IX. - 1.
Closed Session

From:
Daralyn Spivey

Issue/Action Requested:

Request the Board go into closed session pursuant to G.S. 143-318.11(a)(1)(3) and(4) to approve Draft Closed Session Minutes from January 18, 2022 and February 21, 2022, to consult with Attorney, and to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body.

Background/Purpose of Request:

Fiscal Impact:

Approved By County Attorney:

County Manager's Recommendation:

Recommend the Board go into closed session pursuant to G.S. 143-318.11(a)(1)(3) and(4) to approve Draft Closed Session Minutes from January 18, 2022 and February 21, 2022, to consult with Attorney, and to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body.