BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
October 18, 2021
6:00 PM

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Clerk to the Board - Meeting Minutes October 4, 2021

   Request that the Board of Commissioners approve the Draft Minutes from the October 4, 2021 Regular Meeting.

2. Clerk to the Board - Trillium Health Resources/ABC Funds Report FY 20-21

   Request the Board review the report submitted by Dennis Williams, Southern Regional Director, Trillium Health Resources.

3. Engineering - Courthouse Addition & Renovation _ Monteith Change Order (3)

   Request that the Board of Commissioners approve Change Order (3) with Monteith Construction Corporation for renewing the exterior concrete joints sealing and pressure washing the building in the amount of $81,627.00 and (25) additional contract days for Courtroom #5 redesign and accumulated rain days in 2021.

4. Finance - Fiscal Items

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

   -Links Consolidated Appropriations Act Supplemental Payments
   Request Board of Commissioner approval for LINKS supplemental payments provided by the Consolidated Appropriations Act for the LINKS program. Each NC county will receive a one-time increase in their LINKS allocation from the supplemental funding in the Consolidated Cares Act that will be equal to twice the annual allocation they received for SFY2021 ($77,500). A one-time unrestricted payment to eligible young adults are as follows; age 18-20 $2,500 and age 21-26 $5,000.

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

5. Health and Human Services - Public Housing - CARES Funding

   Request that the Board of Commissioners approve the plan for the use of Public Housing's allocated CARES funding.

6. Health and Human Services - Public Housing - Increase Subsidy Payment Standards

   Request the Board of Commissioners approve the plan to increase the payment standards for the Housing Choice Voucher Program.

7. IT - ATMC - Metro Ethernet Public Utilities

   Request that the Board of Commissioners approve the ATMC - Metro Ethernet

Public Utilities Contract to increase services at an overall reduced cost.

8. Sheriff's Office - Amendment Ratification

   Request that the Board of Commissioners ratify an amendment to the agreement with North Carolina Sound of Goldsboro, LLC which covers a change order to the project originally approved in the FY21 budget request.

9. Sheriff's Office - Amendment to SRO Agreement with BCS

   Request that the Board of Commissioners approve an amendment to the agreement with Brunswick County Schools for an additional deputy position that will be reimbursed by BCS.

10. Sheriff's Office - Vehicle Donation Resolution

    Request that the Board of Commissioners approve a resolution to donate a vehicle currently assigned to the Sheriff's Office to the Village of Bald Head Island.

11. Superior Court Judge - SAMHSA Contracts

    Request Board of Commissioners approve Year 4 service contracts for the Substance Abuse and Mental Health Services Administration (SAMHSA) grant.

12. Tax Admin - October 2021 Releases

    Request the Board of Commissioners approve the October 2021 releases.

13. Utilities - Northeast Regional Wastewater System Force Main Improvements Change Order No. 1

    Request that the Board of Commissioners approve Final Adjusting Change Order No. 1 with TA Loving Co. for construction of the NE Brunswick Regional Wastewater System Force Main Improvements Contract 1 – West Project. The change order is deductive in the amount of $163,701. This decreases the contract value from $2,385,000.00 to $2,221,299.00.

VI. Administrative Report

1. Operation Services - Municipal Solid Waste New Transfer Station Construction Agreement

   Request that the Board of Commissioners approve Notice of Award and enter into a construction agreement with Monteith Construction Corp. in the amount of $5,290,090 for construction of the Municipal Solid Waste New Transfer Station Facility.

VII. Other Business/Informal Discussion

VIII. 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 October 4, 2021, 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.

IX. Adjournment

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 18, 2021

Action Item # V. - 1.
Clerk to the Board - Meeting Minutes October 4, 2021

From:
Daralyn Spivey

Issue/Action Requested:
Request that the Board of Commissioners approve the Draft Minutes from the October 4, 2021 Regular Meeting.

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 September 20, 2021 Regular Meeting.

ATTACHMENTS:

Description

- Draft Minutes Regular Meeting October 4, 2021

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
October 4, 2021
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:	Randell Woodruff, County Manager Bob Shaver, County Attorney Steve Stone, Deputy County Manager David Stanley, Deputy County Manager Haynes Brigman, Deputy County Manager Julie Miller, Finance Director Daralyn Spivey, Clerk to the Board Meagan Kascsak, Communications Director Neal Galloway, IT Raquel Perez, Executive Assistant

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

I. CALL TO ORDER

Chairman Thompson called the meeting to order at 3:00 p.m.

II. INVOCATION/PLEDGE OF ALLEGIANCE

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

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Thompson asked for adjustments to the agenda. Items V-7 Emergency Services – Sole Source Justification for Alternative Support Apparatus LLC Purchase and V- 9 Utilities – Job Position Adjustment, both under the consent agenda, be removed for further discussions with staff.

Vice-Chairman Forte moved to approve the agenda as amended. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0).

IV. PUBLIC COMMENTS

No one signed up to speak.

V. APPROVAL OF CONSENT AGENDA

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

1. **Administration – Budget Calendar FY 2022-2023 - Approved**
   The Board of Commissioners approved the FY 2022-2023 Budget Calendar.

2. Board Appointment – Town of Sunset Beach ETJ Planning Board - Approved
The Board of Commissioners approved the Town of Sunset Beach's recommendation for the appointment of Ms. Sybil Kesterson to fill the vacant ETJ position on the Sunset Beach Planning Board for a term expiring September 2024.

3. Clerk to the Board - Annual Rural Operating Assistance Program Funding - Approved
The Board of Commissioners approved and authorized the County Manager to sign the annual funding ROAP application, the MOU and the Certified Statement.

4. **Clerk to the Board - Meeting Minutes September 20, 2021 - Approved**
The Board of Commissioners approved the Draft Minutes from the September 20, 2021, Regular Meeting.

5. County Attorney – Declaration of Surplus Property - Approved
The Board of Commissioners declared property obtained by the County through tax foreclosure as surplus property to be placed on the County's website for possible future purchase.

6. Driving Creek Hunting Club Lease - Approved
The Board of Commissioners authorized the renewal of the lease of Driving Creek Hunting Club.

7. Emergency Services – Sole Source Justification for Alternative Apparatus LLC Purchase
This item was removed from the agenda for further review.

8. Finance - Fiscal Items - Approved
The Board of Commissioners approved the following Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature:

-Parks and Recreation Insurance Proceeds Budget Amendment
Appropriated $1,672 of insurance proceeds for the repair costs of wrecked 2020 F250 Vin 3789.

-Health Insurance Proceeds Budget Amendment
Appropriated $3,208 of insurance proceeds for the repair costs of wrecked vehicle.

-Wastewater Budget Amendment
Appropriated $476,000 in wastewater retail sales to refund the amounts paid of $68,000 per year between April 1, 2013, and April 1, 2019, by Wilmington River Club, LLC to the Town of Navassa per its Impact Fee Agreement with the Town dated October 16, 2012. Brunswick County acquired Navassa's utilities system but did not enter into agreements for the pre-payment of such fees. Wilmington River Club, LLC has not made any connections to the wastewater system under the prepayment agreement it had with the Town. This refund will terminate the agreement with the Town of Navassa and/or Brunswick County (as successor) and Wilmington River Club, LLC will pay the System Development Fees currently in effect at the time of permitting and connection to the county wastewater system.

9. **Utilities – Job Description Adjustment**
This item was removed from the agenda for further review.

10. Utilities – UPC Building Expansion Design - Approved
The Board of Commissioners approved the Professional Services Agreement with MHAworks, PA for the design and construction of the Utilities Operations Center (UOC) Building Expansion in the amount of $107,600 and authorized the Chairman and Clerk to the Board to execute the agreement.

VI. PRESENTATION

1. **Cooperative Extension – Proclamation 4H Week**

National 4-H Week Proclamation

WHEREAS, 4-H youth across the nation are leading efforts to solve problems in their communities and make a difference for their futures; and

WHEREAS, 4-H is the largest youth development organization in North Carolina and the largest in the nation with over six million participants; and

WHEREAS, 4-H in North Carolina claims 260,000 youth members and 13,000 volunteers, while the Brunswick County 4-H program numbers more than 100 members and over 20 volunteers, and over 4,000 participants in 4-H enrichment programs; and

WHEREAS, 4-H is part of the NC Cooperative Extension System of NC State University and NCA&T State University is a program where you learn through opportunities that provide them hands-on experiences in 4-H's mission mandates of science**,** engineering and technology; healthy living and citizenship; and

WHEREAS, 4-H has connected youth and their communities with the innovative research and resources from our nation's 112 land-grant universities and colleges for more than 118 years.

NOW THEREFORE BE IT RESOLVED, the Brunswick County Board of Commissioners, do hereby proclaim October 3-9, 2021, as National 4-H week in Brunswick County. We urge the people of this County to take advantage of the opportunity to become more aware of this special program that enhances our young people's interests in their futures as part of Brunswick County 4-H Youth Development and to join us in recognizing the unique partnership between our County and State University System

ADOPTED this the 4th day of October, 2021.

Randell Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST;

Daralyn Spivey, NCCCC
Clerk to the Board

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

2. **Engineering – Courthouse Exterior Sealing and Cleaning Presentation**
The Board of Commissioners received a presentation on the courthouse construction and the need for preventative maintenance. The consensus of the Board of Commissioners is to authorized Mr. Pinnix to return to the October 18 Board of Commissioner's meeting with Change Order #3 from Monteith Construction to complete the cleaning of the exterior walls and the re-sealing of the joints of the building.

VII. ADMINISTRATIVE REPORT

1. **Administration – Fiscal Year-End June 30, 2021, County Manger's Report and Capital Project Funding (Randell Woodruff, County Mangers):** The Board of Commissioners received information regarding the Fiscal Year End - June 30, 2021. Vice-Chairman Forte made the motion to approve the budget amendment of $20M for the appropriation of fund balance to pay-go future projects planned in the Five-Year Capital Improvement Plan with Commissioner Williams seconding and all in favor (5-0).

2. **Administration – Additional Funding Request for BID Marketing Program (Bill Early, Brunswick Business & Industry Development)**
The Board of Commissioners heard a request to appropriate additional funding in the amount of $100,000 to support the expansion of the Brunswick BID marketing program.

Commissioner Williams made the motion to approve the additional funding and Vice-Chairman Forte seconding the motion with all in favor (5-0).

3. **Human Resources – Classification and Total Compensation Study Consultant Recommendation (Melanie Turrise, Human Resources Director)**
   Ms. Turrise presented for the Board the recommendation for the Classification and Total Compensation Study to be conducted by Cape Fear Council of Government (CFCOG) in partnership with the Piedmont Triad Regional Council (PTRC). Commissioner Williams made the motion to authorize the County Manager to execute applicable documents subject to County Attorney's review with Vice-Chairman Forte seconding and all in favor (5-0).

4. **Utilities – Oak Island Wholesale Bulk Water Service Agreement (John Nichols, PE, Director of Public Utilities)**
   Mr. Nichols requested the Board of Commissioners approve the renewed Wholesale Bulk Water Service Agreement between Brunswick County and the Town of Oak Island and authorize the Chairman to execute the agreement upon review by the County Attorney. Vice-Chairman Forte made the motion to approve the agreement with Commissioner Williams seconding and all in favor (5-0).

5. **Utilities – PFS Funding (John Nichols, PE, Director of Public Utilities)**
   The Board of Commissioners received information regarding efforts to obtain additional funding for PFAS related to utility infrastructure expenses and to authorize the Utilities Director to represent Brunswick County with efforts to inform elected officials regarding PFAS legislative issues. Commissioner Williams made the motion to authorize the chairman to sign letters to various regulatory agencies and federal and state officials requesting their support of ongoing efforts to properly fund Utilities dealing with PFAS infrastructure needs. Commissioner Cooke seconded the motion with all in favor (5-0).

VIII. OTHER BUSINESS/INFORMAL DISCUSSION

Referencing the Brunswick County Government Complex Master Plan 2021-2026 delivered to each Commissioner, Commissioner Cooke would like those present to consider when planning future building needs to factor in the ability for county staff to work virtually. Additionally, the possibility of having satellite complexes/office space that would allow for the public to access the services throughout the County as opposed to all offices located at the current Complex.

X. ADJOURNMENT

Commissioner Cooke moved to adjourn the meeting at 4:14 p.m. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0).

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

Attest:

_____
Daralyn Spivey, NCCMC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 18, 2021

Action Item # V. - 2.
Clerk to the Board - Trillium Health Resources/ABC Funds Report FY 20-21

From:
Daralyn Spivey

Issue/Action Requested:
Request the Board review the report submitted by Dennis Williams, Southern Regional Director, Trillium Health Resources.

Background/Purpose of Request:
Per GS 18B-805(h) since Trillium Health Resources received Alcoholism (ABC) Funds from your county, we are required to provide an annual report to the Board of County Commissioners describing how funds were spent.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board review the report submitted by Dennis Williams, Southern Regional Director, Trillium Health Resources.

ATTACHMENTS:

Description

- Trillium Health Resources Annual Report

ABC Funds Report for FY 20-21

County: Brunswick

Amount of ABC Funds Received $0

ABC Funds Restrictions per County Allocation: Brunswick County manages their own ABC funds.

Per GS 18B-805(h) since Trillium Health Resources received Alcoholism (ABC) Funds from your county, we are required to provide an annual report to the board of county commissioners describing how the funds were spent. Please find below to a brief description of the expenditures that were paid from July 1, 2020 to June 30, 2021.

Healing Transitions in Wake County: $5850.00 was paid for 130 days to the Healing Transitions in Wake County for substance abuse treatment and specifically for detoxification services and recovery treatment.

Oxford Houses- These are a clean and sober living housing options for individuals in recovery and/or treatment from Substance Abuse, which Trillium assists in the start-up costs at $6,000.00 a home. Brunswick County added 1 Oxford House.

Purchase of Naloxone Kits: Trillium purchased and distributed in Brunswick County 113 Naloxone kits at $8,475 to the Brunswick County EMS.

Access Point Kiosk – The Kiosk provides anonymous evidence-based self-conducted screenings for mental health and substance use to potentially link individuals to appropriate services. The annual cost is $1,181.00 for these kiosk per year.

*Substance Abuse Treatment Services: $2,299,364 was paid for 692 individuals from Brunswick County to providers for substance abuse treatment.

These Substance abuse treatment expenditures were spent for the treatment of alcohol or substance abuse. These funds were paid to providers who contracted with Trillium to provide substance abuse treatment to consumers with an address in your county. Services provided include but are not limited to the below:

- Assessment/evaluation

- Outpatient treatment and counseling, including face to face and telepsychiatry and both individual and group
- Mobile Crisis
- Substance Abuse Intensive Outpatient Therapy
- Facility Based Crisis
- Opioid Treatment

*Denotes State funds paid for services for consumers residing in Brunswick County with substance abuse diagnosis. This does NOT include Medicaid funds paid for the same.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 18, 2021

Action Item # V. - 3.

From: Engineering - Courthouse Addition & Renovation _ Monteith Change Order (3)
Wm. L. Pinnix, P.E. - Engineering Director

Issue/Action Requested:
Request that the Board of Commissioners approve Change Order (3) with Monteith Construction Corporation for renewing the exterior concrete joints sealing and pressure washing the building in the amount of $81,627.00 and (25) additional contract days for Courtroom #5 redesign and accumulated rain days in 2021.

Background/Purpose of Request:
At the October 4th Board of Commissioner's meeting County Engineering gave a presentation on the exterior construction of the courthouse and the need for maintenance of the exterior precast concrete joints and cleaning of the building. The Board directed staff to bring formal Change Order (3) with Monteith Construction to the Board for approval.

Change Order (3) in the amount of $81,627.00 and (25) additional contract days are attached for Board review and approval. The salient points of the change order are:

Exterior Caulking of Vertical and Horizontal Joints:	$45,565.80
Exterior Caulking at Windows, Doors, & Louvers:	$21,940.80
Exterior Building Pressure Washing:	$14,120.40
Total:	$81,627.00

Additional construction contract days for:

Redesign of Courtroom 5 (Juvenile Courtroom):	(14) days
Rain days for 2021 in Jan, Feb, March, and July:	(11) days
Total Additional Days:	(25) days

Monteith Construction has indicated the exterior work on the building, if approved, is scheduled to commence in February 2022.

With Board approval of Change Order (3) the adjusted construction contract will be $11,516,269.00 and the adjusted construction contract end date will be May 20, 2022.

Staff recommends Board of Commissioner review and approval of Change Order (3) with Monteith Construction Corporation for the courthouse addition and renovation project.

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Budget amendment and the associated capital project ordinance appropriates $81,627 and transfers undesignated fund in the county capital reserve to the project.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve Change Order (3) with Monteith Construction Corporation for renewing the exterior concrete joints sealing and pressure washing the building in the amount of $81,627.00 and (25) additional contract days for Courtroom #5 redesign and accumulated rain days in 2021.

ATTACHMENTS:

Description

- BC CH Add Renov _ Monteith Change Order (3) _Attach (1)
- BC CH Add Renov _ Board Action Agenda Item 10042021
- 20211018 Budget Amendment Courthouse Change Order 3.pdf
- 20211018 CPO Courthouse Renovation and Addition Project.pdf

BRUNSWICK COUNTY
CHANGE ORDER NO. 3

PROJECT: **Courthouse Addition & Renovation**
ORIG. TIME OF COMP. **(730) days- NTP was 04/01/2020**
ORIG. DATE OF COMP. **April 2, 2022**

CAUSE CODE: **OR & CR**

FOR BC USE ONLY
- [X] *OR Owner Request*
- [X] *CR Contractor Request*
- [ ] *DR Designer Request*
- [ ] *CC Concealed Condition*
- [ ] *DE Design Error*
- [ ] *DO Design Omission*
- [ ] *SC Schedule Change*
- [ ] *OT Other*

Under the terms of the Contract and without invalidating the original provisions thereof, the following change(s) in work is(are) authorized for the change in Contract amount herein set forth: Description of change order with detailed breakdown attached):

		Code
• ARP #107R1 – Exterior Caulking of Vertical & Horizontal Precast Joints:	$45,565.80	(OR)
• ARP #114R1 – Exterior Caulking at Windows, Doors and Louvers:	$21,940.80	(OR)
• ARP #127 – Exterior Building Pressure Washing	$14,120.40	(OR)
Total:	$81,627.00	

ALSO:

• Additional Contract Days due to redesign of Courtroom #5:	(14) days	(CR)
• Rain days for January (1), Feb (3), March (3) & July (4):	(11) days	(CR)(OR)

The Time of Completion including previous orders is **(753)** calendar days and shall be **(increased)** (decreased) (unchanged) by (25) calendar days by this change order for a **revised Contract Date of Completion of May 20, 2022.**

CONTRACT COST SUMMARY

					TOTALS
1. Original Contract Amount					$10,983,000
2. Amount of Previous Orders	ADD	$451,642.00	Deduct	$0	
3. Amount of This Order:	ADD	$81,627.00	Deduct	$0	
4. Total additions lines 2 & 3		$533,269.00	Minus Total Deducts:	$0	$533,269.00

(Line 4 shall show the net amount to be added or [deducted] from the **original** Contract amount.)
5. Revised Contract Total Amount **$11,516,269**

I certify that my Bonding Company will be notified forthwith that my Contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety.

Matthew Brittan, PM Monteith Construction Corporation	By:	Matthew Brittan – Project Manager	10/06/21 (Date)
John R. Sawyer Sawyer Sherwood & Assoc. Architecture	By:	John Sawyer, AIA – Sawyer Sherwood Assoc.	10/6/2021 (Date)
Wm. L. Pinnix, P.E. Brunswick County	By:	Wm. L. Pinnix, P.E. – Dir. Of Engineering	10/5/2021 (Date)
Randy Thompson, Chairman (County Commissioners)	By:	Randy Thompson, Chairman	(Date)

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

Brunswick County Finance Officer

Approved as to Form.

Brunswick County Attorney

DISTRIBUTION: 1 original to Owner 1 original to Contractor 1 original to Architect

DESIGNER'S REQUEST FOR AUTHORIZATION TO CHANGE

DATE:

REQUEST NO.:	**Change Order (3)**	PROJECT NAME:	**Courthouse Addition & Renovation**
OWNER:	**Brunswick County**	CONTRACTOR:	**Monteith Construction Corporation**
DESIGNER:	**Sawyer Sherwood & Associate Architecture**	CONTRACT FOR:	

REASON FOR CHANGE:

(1) Exterior Building Joint Maintenance and Building Cleaning
(2) Additional Contract Days for Contractor due to Courtroom #5 and associated areas redesign
(3) Additional Contract Days for Inclement Weather per Contract for Jan, Feb, March, and July of 2021

SUMMARY REVIEW OF CONTRACTOR'S ESTIMATE FOR TIME AND COST: (Attach Contractor's detailed cost breakdown of labor and materials)

Attached

DESIGNER SUMMARY:

1. Schedule items affected by this change: **Project is currently on schedule.**
2. Can Contractor mitigate the change without requiring a Contract time extension? **No (CR #5 redesign)**
3. Will the change require a Contract time extension for other Contractors? Which? **No**
4. Are additional costs indicated by reason of the time extension If so they must be included in 5 & 6 Below. **No**

	CONTRACTOR'S ESTIMATE	DESIGNER'S ESTIMATE
5. Estimated cost of change:		
6. Estimated time extension field cost (if any):		

DESIGNER RECOMMENDATION AND CERTIFICATION:
I certify that I have reviewed all aspects of this change order and have determined that it is in the best interest of the Owner to have the work accomplished. I have also determined that the cost and time allotment are fair and equitable, and I recommend acceptance by the Owner.

Approved by: _____ Date: 10/6/2021
John Sawyer, AIA

President: Sawyer Sherwood & Associate Architecture

Allowance Reduction Proposal

208 Princess
Wilmington, NC 28401
P: 910-791-8101
monteithco.com

Wilmington
Raleigh
Charleston

Bruns. Co. Eng. Dept.
08/04/2021 8:18:10 AM

Date: 8.03.21

Project: Brunswick County Courthouse Addition & Renovations

Owner Address: 310 Government Center Drive, NE
Bolivia, North Carolina 28422

ARP #: 107 R.1 - Exterior Caulking at Vertical & Horizontal Precast Joints

Proposal includes all labor, material, and equipment associated removing existing caulking at the vertical and horizontal precast joints on the existing courthouse building. Existing caulking will be removed, then closed cell backer rod, joints primed, and installation of Dow Corning 790. Price also includes ECS as a Third Party Inspection with scope outlined in their attached proposal. Installation warranty valid for 1 year.

Subcontractor		Proposal Total
Kool Green		$38,000.00
MCC		$896.00
ECS		$3,500.00
Landscaping - Pleaseholder		$1,000.00
	TOTAL SUBCONTRACTS	$43,396.00
	5% GC FEE	$2,169.80
	TOTAL CHANGE AMOUNT	**$45,565.80**

Sincerely,

Matt Brittan

Matt Brittan

Owner Acceptance

Monteith Acceptance

MONTEITH
CONSTRUCTION CORP.
RALEIGH | WILMINGTON

Sheet 2 of 23
ARP 107R1

KOOL GREEN
Restoration & Waterproofing

PHONE: 910.367.7417 9190 SUE CIRCLE, LELAND, NC 28451 EMAIL: koolgreeninc@gmail.com

BCCH Precast Recaulking

Manlifts	$ 6000.00
Tools to remove Caulking	$ 2000.00
Caulking Materials	$12800.00
Backing Rod	$ 870.00
Labor to remove and replace caulking	$16330.00

Total: $38,000

Sheet 3 of 23
ARP 107R1

SubContractor's Change Order Proposal Cover (Sheet "A")

Brunswick Courthouse Addition & Renovation

(Form used for 1st, 2nd, 3rd tier subs)

Kool Green

Detailed Scope Of Work: Proposal includes material and labor to remove and replace precast caulk.

C.O.R. Total*	**$ 38,000.45**

(Signature here):

Date: 6.04.21

(Type name here): Jay

Brunswick Courthouse

Sheet 4 of 23
ARP107R1

SubContractor Summary - (Sheet "B")

Summary of SubContractor's Self Performed Work

(1.) (= line e. from Sheet "C").	Total Material*	$	15,670.10
(2.) (=Line e. from Sheet "D").	Total Labor*	$	16,330.00
(3.) (= line e. from Sheet "E").	Total Equipment*	$	6,000.35
(4.) (=lines 1 + 2 + 3)	**Self Performed Work***	**$**	**38,000.45**

Summary of other Quoted Work (subcontracts)

(5.) Quote - Subcontractor #1	Quote #1 Total* (without OH&P)	$	-
(6.) Quote - Subcontractor #2	Quote #2 Total* (without OH&P)	$	-
(7.) Quote - Subcontractor #3	Quote #3 Total* (without OH&P)	$	-
(8.) (lines 5 + 6 + 7)	**Quoted (subcontract) Work***	**$**	**-**
(9.) (on line 8)	**8% max)** 20 % OH&P	$	-
(10.) (lines 8 + 9)	**Total - Quoted (subcontract) Work***	**$**	**-**
(11.) (lines 4 + 10)	**Total - Self Performed & Quoted (subcontract) Work*** (less bond, ins, &	**$**	**38,000.45**
(12.) (on line 11.)	(if applicable) 0.00% Bond*	$	-
(14.) (lines 14 + 16)	**C.O.R. Total - All Work***	**$**	**38,000.45**

* Do Not Round Off Numbers

Sheet 5 of 23
ARP107R1

SubContractor Material Break Down - (Sheet "C")

Material/Item Description	Quantity		Unit		Price*		Unit		Extension*
Tools to remove caulking	1	/	Ea	@	$ 1,575.00	/Ea	=	$	1,575.00
Side Wallk Protection	1	/	Ea	@	$ 2,000.00	/Ea	=	$	2,000.00
Backing Rod	1	/	Ea	@	$ 778.00	/Ea	=	$	778.00
Caulking Material	534	/	Ea	@	$ 15.00	/Ea	=	$	8,010.00
		/		@	$ -	/	=	$	-
		/		@	$ -	/	=	$	-
		/		@	$ -	/	=	$	-
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		/		@	$ -	/	=	$	-
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		/		@	$ -	/	=	$	-
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		/		@	$ -	/	=	$	-
		/		@	$ -	/	=	$	-

	a.	Raw Total*	$	12,363.00
(on line b.)	b.	6.75% Sales Tax	$	834.50
		Subtotal		**$ 13,197.50**
(on line a.)	c.	20% OH&P	$	2,472.60
(lines a. + b. + c.)	d.	**Total Material***		**$ 15,670.10**

* Do Not Round Off Numbers

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SubContractor Labor Break Down (Sheet "D")

Labor Description	Time	Unit		Cost	Unit		Extension*
Remove Caulking	143.50	HR	@	$ 35.50	/HR	=	$ 5,094.25
Replace Caulking	144.00	HR	@	$ 35.50	/HR	=	$ 5,112.00
			@		/	=	$ -
			@		/	=	$ -
			@		/	=	$ -
			@	$ -	/	=	$ -
			@	$ -	/	=	$ -
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			@	$ -	/	=	$ -

	a.	Raw Total*			$ 10,206.25
on line a.	b.	40%		Burden	$ 4,082.50
on line a.	c.	20%		OH&P	$ 2,041.25
(lines a. + b. + c.)	d.	**Total Labor***			**$ 16,330.00**

*** Do Not Round Off Numbers**

Sheet 1 of 23
ARP107R1

SubContractor Equipment Break Down (Sheet "E")

Equipment Type	Rental Per Hour		Rental Per Day		Rental Per Week		Rental Per Month		Extension*
	Hour(s)	Charge	# Day(s)	Charge	# Week(s)	Charge	# Month(s)	Charge	
Manlift	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		2 /mth(s) @ $ 2,367.00 /mth(s)		$ 4,734.00
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @ $ - /mth(s)		$ -
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @ $ - /mth(s)		$ -
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @ $ - /mth(s)		$ -
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @ $ - /mth(s)		$ -

a. Raw Equipment* $ 4,734.00

Shipping Breakout

Equipment Type	Unit		Unit Cost	Extension
		@	$ -	$ -
		@	$ -	$ -

b. Shipping Cost* $ -

(No sales tax charge on contractor owned equipment) Enter 0 on line c. if contractor owned

c. (on line a.) 6.75% Sales Tax $ 319.55

d. (on line a.) 20% OH&P $ 946.80

e. (lines a. + b. + c. + d.) **Total Equipment*** $ 6,000.35

* Do Not Round Off Numbers

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APP 107R1

ECS Southeast, LLP

Proposal for Wall Sealant Joint Testing and Inspections

Prepared for: Monteith Construction Co

Brunswick County Courthouse Addition & Renovations
310 Government Center Dr NE, Bolivia, NC 28422

ECS Proposal Number 48:2722P

July 12, 2021

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ECS Southeast, LLP
"Setting the Standard for Service"
Geotechnical • Construction Materials • Environmental • Facilities

July 12, 2021

Mr. Matthew Brittan
Project Manager
Monteith Construction Co
208 Princess Street
Wilmington, NC 28401

ECS Proposal No. 48:2722P

Reference: Proposal for Wall Sealant Joint Testing and Inspections
Brunswick County Courthouse Addition & Renovations
310 Government Center Dr NE, Bolivia, NC 28422

Dear Mr. Brittan,

ECS Southeast, LLP (ECS) is pleased to provide our estimated cost proposal for providing Wall Sealant Joint Testing and Inspections for the referenced project located at 310 Government Center Dr NE, Bolivia, NC. The services offered in this proposal are intended to evaluate and test the existing building's precast concrete panel sealant joints.

We appreciate the opportunity to be of service to you on this important project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us at (8743) 384-7675 or at rberry@ecslimited.com.

Richard Berry

RDS

Richard Berry, AIA
Senior Project Architect
rberry@ecslimited.com

Ray Gideon
Facilities Branch Manager
rgideon@ecslimited.com

1.0 PROJECT INFORMATION

We understand the subject property is located at 310 Government Center Dr NE, Bolivia, NC and consists of an existing three-story government office building with the new construction of a three-story addition. The existing exterior cladding generally consists of tilt-up precast panels. The existing roofing generally consist of a modified bitumen system. The existing fenestration systems generally consist of aluminum frame double pane.

ECS was requested by Monteith Construction Co to submit a proposal to perform on-building sealant joint testing of the existing building's precast concrete panel joints. It is understood the proposed testing follows the installation of new joint sealants on the existing building. ECS was provided with the following documents:

1. *Project Drawings, 'G' and 'A' series, dated September 23, 2019*
2. *Project Specifications, Division 07 9200, dated September 23, 2019*

ECS was not provided with a Project Schedule. The Scope of Services presented in Section 2.0 of this proposal is based on a review of the available documents and our recommendations for building envelope QAO and Performance Testing.

2.0 SCOPE OF SERVICES

2.1 Construction Phase - Consulting, Testing and Quality Assurance

2.1.1 Joint Sealants

1. Joint Sealants include polyurethane, silicone and hybrid sealants installed at the vertical and horizontal exterior wall panels where precast concrete conditions meet. This item corresponds to Project Specification Section 07 9200-1.05.
2. ECS will travel to the Project Site and conduct testing on the existing joints.
3. Specific items to be observed may include the following:
    - Surface and joint condition
    - Sealant joint widths and profiles
    - Cohesion and adhesion to substrates
4. Field Adhesion Testing:
    - ECS will provide field adhesion to substrate testing in general accordance with ASTM C1521 (Destructive Procedure, Method A, Tail Procedure.
    - Testing Frequency: We anticipate conducting testing for each type of sealant and joint substrate, at a rate of one test per every 30 linear feet in the first 90 linear feet of joint. If no test failure is observed in the first 90 feet of joint, one test shall be performed every 150 linear feet thereafter or approximately once per floor per three panel modules.
5. **Assumptions**

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- *If specimens to be tested are not on ground level, the contractor will provide safe access to the exterior of the specimens being tested. This includes man-lifts, swing-stages, etc. and an operator to run the equipment, if necessary. If safe access is not provided, ECS can arrange our own access for a pre-determined additional fee.*
- *Test areas must be dry and clear.*
- *ECS is not responsible for damage caused by field testing activities.*
- *ECS will require the sealant product submittal prior to testing.*
- *Window frame sealants and gaskets are excluded.*
- *Sidewalk paving to wall sealants are excluded.*
- *Roofing coping components are excluded.*
- *New construction addition is excluded.*

3.0 ESTIMATED COSTS

Our estimated fee for providing the services mentioned above will be on the order of **$3,500**.

Our estimate is based on information available at the time of this proposal and includes professional and administrative support. These services are not full time on-site observations unless otherwise noted herein, or shown as such on the below cost estimate. Any services in addition to those outlined in this proposal will be billed in accordance with the unit rate schedule provided.

Our actual fee may be greater or less than the estimate based upon actual quantities calculated using the below unit rates. Additional site visits for specific tasks of retesting failed tests or hours in excess of those shown have not been included in our fee estimate. Should supplemental services be deemed necessary at a later date, they will be invoiced at the rate noted on the fee schedule in effect at that time, unless otherwise agreed upon in advance. The unit prices listed herein shall remain as stated throughout the project.

4.0 PROJECT UNIT RATES

Services provided for this project will be billed in accordance with the unit rate schedule provided below. Charges for personnel will be made for time spent in work, including travel (portal-to-portal from the Myrtle Beach office), directly related to the project as requested. There will be a 4-hour minimum charge for field related services. Our unit rates are based on a normal 8-hour work day, Monday through Friday, between normal business hours of 7:00 a.m. to 5:00 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturday, Sunday and holidays will be invoiced at a rate of 1.5 times the normal hourly rate.

DESCRIPTION	UNIT RATE
Building Envelope Principal Level	$200/hour
Building Envelope Senior Project Level	$160/hour
Building Envelope Project Level	$125/hour
Building Envelope Staff Project Level	$105/hour
Building Envelope Technician	$75/hour
Administrative	$55/hour
Mileage	$0.70/mile
ASTM C1521	$125.00/hour
Other Consumables/Reimbursable Expenses	cost + 20%

5.0 COMMUNICATION, REPORTING, BILLING, AND CONTRACT CONDITIONS

We anticipate our services will be needed on an on-call basis. The appropriate contractor or owner representative should contact our Project Manager for scheduling requests; the direct phone number is (843) 384-7675. To provide the appropriate level of staffing to meet the project requirements, building envelope observation scheduling requests must be made 48 hours in advance. For testing services we request a one-week notice.

You will be issued daily field reports as part of our service. Because our reporting systems are fully computerized, we are generally able to submit these reports within 48 hours of the site visit. If deficiencies in procedures or materials are recognized in the field, the general contractor will be verbally notified so the problem may be resolved prior to the performance of additional work. Copies of reports will be forwarded to each party designated by the client, at no extra charge, as part of our service. Upon request, ECS will provide a separate invoice for services provided outside the scope of services for the estimated cost.

Invoices will be issued on a monthly basis and will provide a week-by-week breakdown of billing units unless modified by request of the Client. They are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring job expenses as they relate to job progress. We request that payment is rendered within

30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days. ECS also reserves the right to withhold final certifications until outstanding balances have been paid in full.

6.0 PROPOSAL ACCEPTANCE

If the scope of work as outlined above and the attached Terms and Conditions of Service are acceptable to you, please sign the Proposal Acceptance Form return to ECS. Please note that the attached Terms and Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us.

Alternatively, you could issue a letter of acceptance or purchase order. If you opt to do so, ECS would ask that you include the proposal number and date hereof on such documents in order to incorporate this proposal by reference.

By signing the Proposal Acceptance Form or by referencing this proposal in other documents intended to authorize ECS to proceed with the scope of services described above you are also accepting the Terms and Conditions of Service and making this proposal the agreement between ECS and you.

This proposal is valid for a period of sixty days; beyond that date it may be necessary to revise our schedule or fee.

Fully completing and signing the attached Proposal Acceptance Form will provide formal authorization for ECS to enter the site and perform the above work, as well as providing proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note we have provided a place to for you to enter invoicing instructions and report distribution.

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7.0 PROPOSAL ACCEPTANCE FORM

PROPOSAL ACCEPTANCE FORM (Please Print or Type)	
Project Name	Brunswick County Courthouse Addition & Renovations
Location	310 Government Center Dr NE, Bolivia, NC 28422
Fee Estimate	$3,500

Please complete and return this Proposal Acceptance Form to ECS. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and you. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	
Date of Execution	
Proposal Addressee - Name	Matthew Brittan
Proposal Addressee - Company	Monteith Construction Co
INVOICE INFORMATION **Please Print Below if Invoice Addressee is Different Than Proposal Addressee or Special Invoicing Instructions**	
Invoice Addressee - Name	
Invoice Addressee - Company	
Invoice Addressee - Street Address 1	
Invoice Addressee - Street Address 2	
Invoice Addressee - City, State, Zip Code	
Invoice Addressee - Email	
Invoice Addressee - Phone Number	
Purchase Order Number	
Client Project/Account Number	
Pay Application Required	

8.0 TERMS AND CONDITIONS OF SERVICE

Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Association of Soil and Foundation Engineers, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.

Terms and Conditions of Service

The professional services (the "Services") to be provided by ECS Southeast, LLP ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Monteith Construction Co (Client).

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants.

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use.

Terms and Conditions of Service

CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT's Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

Terms and Conditions of Service

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

Ver. 06/14/13

Sheet 19 of 23
ARP107R1

SubContractor's Change Order Proposal Cover (Sheet "A")

Brunswick Courthouse Addition & Renovation

(Form used for 1st, 2nd, 3rd tier subs)

Monteith Construction

Detailed Scope Of Work: Proposal includes labor to supervise the caulking scope and Third Party Inspections.

C.O.R. Total*	**$**	**896.00**

(Signature here):

Date: 7.12.21

(Type name here): Matt Brittan

Brunswick Courthouse

Sheet 20 of 23
AR2P107R1

SubContractor Summary - (Sheet "B")

Summary of SubContractor's Self Performed Work

(1.) (= line e. from Sheet "C").	Total Material*	$	-
(2.) (=Line e. from Sheet "D").	Total Labor*	$	896.00
(3.) (= line e. from Sheet "E").	Total Equipment*	$	-
(4.) (=lines 1 + 2 + 3)	**Self Performed Work***	**$**	**896.00**

Summary of other Quoted Work (subcontracts)

(5.) Quote - Subcontractor #1	Quote #1 Total* (without OH&P)	$	-
(6.) Quote - Subcontractor #2	Quote #2 Total* (without OH&P)	$	-
(7.) Quote - Subcontractor #3	Quote #3 Total* (without OH&P)	$	-
(8.) (lines 5 + 6 + 7)	**Quoted (subcontract) Work***	**$**	**-**
(9.) (on line 8)	**8% max)** 20 % OH&P	$	-
(10.) (lines 8 + 9)	**Total - Quoted (subcontract) Work***	**$**	**-**
(11.) (lines 4 + 10)	**Total - Self Performed & Quoted (subcontract) Work*** (less bond, ins, &	**$**	**896.00**
(12.) (on line 11.)	(if applicable) 0.00% Bond*	$	-
(14.) (lines 14 + 16)	**C.O.R. Total - All Work***	**$**	**896.00**

* Do Not Round Off Numbers

Sheet 21 of 23
ARP107R1

SubContractor Material Break Down - (Sheet "C")

Material/Item Description	Quantity / Unit		Price* / Unit		Extension*
	/	@	/	=	$ -
	/	@	/	=	$ -
	/	@	/	=	$ -
	/	@	$ - /	=	$ -
	/	@	$ - /	=	$ -
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	/	@	$ - /	=	$ -

	a.	Raw Total*		$	-
(on line b.)	b.	6.75%	Sales Tax		$ -
		Subtotal			**$ -**
(on line a.)	c.	20%	OH&P		$ -
(lines a. + b. + c.)	d.	**Total Material***			**$ -**

* **Do Not** Round Off Numbers

SubContractor Labor Break Down (Sheet "D")

Labor Description	Time	Unit		Cost	Unit	Extension*
MCC Supervision - 4 Hours per elevation	16.00	HR	@	$ 35.00	/HR	= $ 560.00
			@		/	= $ -
			@		/	= $ -
			@		/	= $ -
			@		/	= $ -
			@	$ -	/	= $ -
			@	$ -	/	= $ -
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			@	$ -	/	= $ -
			@	$ -	/	= $ -

	a.	Raw Total*		$	560.00
on line a.	b.	40%	Burden	$	224.00
on line a.	c.	20%	OH&P	$	112.00
(lines a. + b. + c.)	d.	**Total Labor***		**$**	**896.00**

*** Do Not Round Off Numbers**

Sheet 23 of 23

ARP107R1

SubContractor Equipment Break Down (Sheet "E")

Equipment Type	Rental Per Hour		Rental Per Day		Rental Per Week		Rental Per Month		Extension*
	Hour(s)	Charge	# Day(s)	Charge	# Week(s)	Charge	# Month(s)	Charge	
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @	/mth(s)	$ -
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @ $ -	/mth(s)	$ -
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @ $ -	/mth(s)	$ -
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @ $ -	/mth(s)	$ -
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @ $ -	/mth(s)	$ -

a. Raw Equipment* $ -

Shipping Breakout

Equipment Type	Unit		Unit Cost	Extension
		@	$ -	$ -
		@	$ -	$ -

b. Shipping Cost* $ -

(No sales tax charge on contractor owned equipment) Enter 0 on line c. if contractor owned

c. (on line a.) 6.75% Sales Tax $ -

d. (on line a.) 20% OH&P $ -

e. (lines a. + b. + c. + d.) **Total Equipment*** $ -

* Do Not Round Off Numbers

SHEET 1 of 23

Allowance Reduction Proposal

208 Princess
Wilmington, NC 28401
P: 910-791-8101
monteithco.com

Wilmington
Raleigh
Charleston

Bruns. Co. Eng. Dept.
08/04/2021 8:18:48 AM

Date: 8.03.21

Project: Brunswick County Courthouse Addition & Renovations

Owner Address: 310 Government Center Drive, NE
Bolivia, North Carolina 28422

ARP #114 R.1 - Exterior Caulking at Windows, Doors & Louvers

Proposal includes all labor, material, and equipment associated removing existing caulking at the windows, doors & louvers on the existing courthouse building. Existing caulking will be removed, then closed cell backer rod, joints primed, and installation of Dow Corning 790. Price also includes ECS as a Third Party Inspection with scope outlined in their attached proposal. Installation warranty valid for 1 year.

Subcontractor		Proposal Total
Kool Green		$16,800.00
MCC		$896.00
ECS		$2,200.00
Landscaping - Placeholder		$1,000.00
	TOTAL SUBCONTRACTS	$20,896.00
	5% GC FEE	$1,044.80
	TOTAL CHANGE AMOUNT	**$21,940.80**

Sincerely,

Matt Brittan

Matt Brittan

Owner Acceptance

Monteith Acceptance

MONTEITH
CONSTRUCTION CORP.
RALEIGH | WILMINGTON

SHEET 3 of 23
AZP 114R1

Kool Green Restoration and Waterproofing
9190 Sue Circle
Leland, NC 28451
(910)367-7417
koolgreeninc@gmail.com

KOOL GREEN
Restoration & Waterproofing
910-367-7417
koolgreeninc@gmail.com

Estimate

ADDRESS
Monteith Construction Corp.
Monteith Construction Corp.
Wilmington, NC 28405

ESTIMATE # 2348
DATE 06/01/2021
EXPIRATION DATE 06/01/2021

JOB
BCCH

ACTIVITY	QTY	RATE	AMOUNT
Caulking Remove and replace caulking around windows, louvers, doors.	1	16,800.00	16,800.00

TOTAL **$16,800.00**

Accepted By

Accepted Date

SHEET 3 of 23
AEP114R1

SubContractor's Change Order Proposal Cover (Sheet "A")

Brunswick Courthouse Addition & Renovation

(Form used for 1st, 2nd, 3rd tier subs)

Kool Green

Detailed Scope Of Work: Proposal includes material and labor to remove and replace caulking arounds windows, louvers and doors.

C.O.R. Total*	**$ 16,800.46**

(Signature here):

Date: 6.1.21

(Type name here): Jay Daniel

Brunswick Courthouse

SHEET 4 OF 23
ARP1147R1

SubContractor Summary - (Sheet "B")

Summary of SubContractor's Self Performed Work

(1.) (= line e. from Sheet "C").	Total Material*	$	5,000.29
(2.) (=Line e. from Sheet "D").	Total Labor*	$	8,800.00
(3.) (= line e. from Sheet "E").	Total Equipment*	$	3,000.17
(4.) (=lines 1 + 2 + 3)	**Self Performed Work***	$	**16,800.46**

Summary of other Quoted Work (subcontracts)

(5.) Quote - Subcontractor #1	Quote #1 Total* (without OH&P)	$	-
(6.) Quote - Subcontractor #2	Quote #2 Total* (without OH&P)	$	-
(7.) Quote - Subcontractor #3	Quote #3 Total* (without OH&P)	$	-
(8.) (lines 5 + 6 + 7)	**Quoted (subcontract) Work***	$	-
(9.) (on line 8)	**8% max)** 20 % OH&P	$	-
(10.) (lines 8 + 9)	**Total - Quoted (subcontract) Work***	$	-
(11.) (lines 4 + 10)	**Total - Self Performed & Quoted (subcontract) Work*** (less bond, ins, &	$	**16,800.46**
(12.) (on line 11.) (if applicable)	0.00% Bond*	$	-
(14.) (lines 14 + 16)	**C.O.R. Total - All Work***	$	**16,800.46**
	* Do Not Round Off Numbers		

Sheet 5 of 23
ARP114R1

SubContractor Material Break Down - (Sheet "C")

Material/Item Description	Quantity		Unit		Price*		Unit		Extension*
Tools to remove caulking	1	/	Ea	@	$ 1,000.00	/Ea	=	$	1,000.00
Side Wallk Protection	1	/	Ea	@	$ 735.00	/Ea	=	$	735.00
Backing Rod	1	/	Ea	@	$ 200.00	/Ea	=	$	200.00
Caulking Material	75	/	Ea	@	$ 15.00	/Ea	=	$	1,125.00
Window Protection	1	/	Ea	@	$ 885.00	/Ea	=	$	885.00
		/		@	$ -	/	=	$	-
		/		@	$ -	/	=	$	-
		/		@	$ -	/	=	$	-
		/		@	$ -	/	=	$	-
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		/		@	$ -	/	=	$	-
		/		@	$ -	/	=	$	-

	a.	Raw Total*		$	3,945.00
(on line b.)	b.	6.75%	Sales Tax	$	266.29
		Subtotal		**$**	**4,211.29**
(on line a.)	c.	20%	OH&P	$	789.00
(lines a. + b. + c.)	d.	**Total Material***		**$**	**5,000.29**

* Do Not Round Off Numbers

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SubContractor Labor Break Down (Sheet "D")

Labor Description	Time	Unit		Cost	Unit		Extension*
Remove Caulking	75.00	HR	@	$ 35.50	/HR	=	$ 2,662.50
Replace Caulking	75.00	HR	@	$ 35.50	/HR	=	$ 2,662.50
Cleaning	10.00	HR	@	$ 17.50	/HR	=	$ 175.00
			@		/	=	$ -
			@		/	=	$ -
			@	$ -	/	=	$ -
			@	$ -	/	=	$ -
			@	$ -	/	=	$ -
			@	$ -	/	=	$ -
			@	$ -	/	=	$ -
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			@	$ -	/	=	$ -
			@	$ -	/	=	$ -
			@	$ -	/	=	$ -
			@	$ -	/	=	$ -
			@	$ -	/	=	$ -

	a.	Raw Total*			$ 5,500.00
on line a.	b.	40%		Burden	$ 2,200.00
on line a.	c.	20%		OH&P	$ 1,100.00
(lines a. + b. + c.)	d.	**Total Labor***			**$ 8,800.00**

*** Do Not Round Off Numbers**

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SubContractor Equipment Break Down (Sheet "E")

Equipment Type	Rental Per Hour: Hour(s)	Rental Per Hour: Charge	Rental Per Day: # Day(s)	Rental Per Day: Charge	Rental Per Week: # Week(s)	Rental Per Week: Charge	Rental Per Month: # Month(s)	Rental Per Month: Charge	Extension*
Manlift	/hr(s)	@ $ - /hr	day(s)	@ $ - /day	/wk(s)	@ $ - /wk(s)	1 /mth(s)	@ $ 2,367.00 /mth(s)	$ 2,367.00
	/hr(s)	@ $ - /hr	day(s)	@ $ - /day	/wk(s)	@ $ - /wk(s)	/mth(s)	@ $ - /mth(s)	$ -
	/hr(s)	@ $ - /hr	day(s)	@ $ - /day	/wk(s)	@ $ - /wk(s)	/mth(s)	@ $ - /mth(s)	$ -
	/hr(s)	@ $ - /hr	day(s)	@ $ - /day	/wk(s)	@ $ - /wk(s)	/mth(s)	@ $ - /mth(s)	$ -
	/hr(s)	@ $ - /hr	day(s)	@ $ - /day	/wk(s)	@ $ - /wk(s)	/mth(s)	@ $ - /mth(s)	$ -

a. Raw Equipment* $ 2,367.00

Shipping Breakout

Equipment Type	Unit	Unit Cost	Extension
		@ $ -	$ -
		@ $ -	$ -

b. Shipping Cost* $ -

(No sales tax charge on contractor owned equipment) Enter 0 on line c. if contractor owned

c. (on line a.) 6.75% Sales Tax $ 159.77

d. (on line a.) 20% OH&P $ 473.40

e. (lines a. + b. + c. + d.) **Total Equipment*** $ 3,000.17

* Do Not Round Off Numbers

SHEET 8 of 23
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SubContractor's Change Order Proposal Cover (Sheet "A")

Brunswick Courthouse Addition & Renovation

(Form used for 1st, 2nd, 3rd tier subs)

Monteith Construction

Detailed Scope Of Work: Proposal includes labor to supervise the caulking scope and subcontractor and Third Party Inspector

C.O.R. Total*	**$**	**896.00**

(Signature here):

Date: 7.02.21

(Type name here): Matt Brittan

Brunswick Courthouse

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SubContractor Summary - (Sheet "B")

Summary of SubContractor's Self Performed Work

(1.) (= line e. from Sheet "C").	Total Material*	$	-
(2.) (=Line e. from Sheet "D").	Total Labor*	$	896.00
(3.) (= line e. from Sheet "E").	Total Equipment*	$	-
(4.) (=lines 1 + 2 + 3)	**Self Performed Work***	**$**	**896.00**

Summary of other Quoted Work (subcontracts)

(5.) Quote - Subcontractor #1	Quote #1 Total* (without OH&P)	$	-
(6.) Quote - Subcontractor #2	Quote #2 Total* (without OH&P)	$	-
(7.) Quote - Subcontractor #3	Quote #3 Total* (without OH&P)	$	-
(8.) (lines 5 + 6 + 7)	**Quoted (subcontract) Work***	**$**	**-**
(9.) (on line 8)	**8% max)** 20 % OH&P	$	-
(10.) (lines 8 + 9)	**Total - Quoted (subcontract) Work***	**$**	**-**
(11.) (lines 4 + 10)	**Total - Self Performed & Quoted (subcontract) Work*** (less bond, ins, &	**$**	**896.00**
(12.) (on line 11.)	(if applicable) 0.00% Bond*	$	-
(14.) (lines 14 + 16)	**C.O.R. Total - All Work***	**$**	**896.00**

* Do Not Round Off Numbers

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ARP114 R1

SubContractor Material Break Down - (Sheet "C")

Material/Item Description	Quantity	Unit		Price*	Unit		Extension*
		/	@		/	=	$ -
		/	@		/	=	$ -
		/	@		/	=	$ -
		/	@	$ -	/	=	$ -
		/	@	$ -	/	=	$ -
		/	@	$ -	/	=	$ -
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		/	@	$ -	/	=	$ -

	a.	Raw Total*		$	-
(on line b.)	b.	6.75%	Sales Tax		$ -
		Subtotal			**$ -**
(on line a.)	c.	20%	OH&P		$ -
(lines a. + b. + c.)	d.	**Total Material***			**$ -**

* **Do Not** Round Off Numbers

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ARP 114 R1

SubContractor Labor Break Down (Sheet "D")

Labor Description	Time	Unit		Cost	Unit		Extension*
MCC Supervision	16.00	HR	@	$ 35.00	/HR	= $	560.00
			@		/	= $	-
			@		/	= $	-
			@		/	= $	-
			@		/	= $	-
			@	$ -	/	= $	-
			@	$ -	/	= $	-
			@	$ -	/	= $	-
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			@	$ -	/	= $	-

	a.	Raw Total*		$	560.00
on line a.	b.	40%	Burden	$	224.00
on line a.	c.	20%	OH&P	$	112.00
(lines a. + b. + c.)	d.	**Total Labor***		**$**	**896.00**

*** Do Not Round Off Numbers**

SubContractor Equipment Break Down (Sheet "E")

Equipment Type	Rental Per Hour		Rental Per Day		Rental Per Week		Rental Per Month		Extension*
	Hour(s)	Charge	# Day(s)	Charge	# Week(s)	Charge	# Month(s)	Charge	
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @	/mth(s)	$ -
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @ $ -	/mth(s)	$ -
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @ $ -	/mth(s)	$ -
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @ $ -	/mth(s)	$ -
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @ $ -	/mth(s)	$ -

a. Raw Equipment* $ -

Shipping Breakout

Equipment Type	Unit		Unit Cost	Extension
		@	$ -	$ -
		@	$ -	$ -

b. Shipping Cost* $ -

(No sales tax charge on contractor owned equipment) Enter 0 on line c. if contractor owned

c. (on line a.) 6.75% Sales Tax $ -

d. (on line a.) 20% OH&P $ -

e. (lines a. + b. + c. + d.) **Total Equipment*** $ -

* Do Not Round Off Numbers

Sheet 13 of 23
ARP114R1

ECS Southeast, LLP

Proposal for Window Sealant Joint Testing and Inspections

Prepared for: Monteith Construction Co

Brunswick County Courthouse Addition & Renovations
310 Government Center Dr NE, Bolivia, NC 28422

ECS Proposal Number 48:2722P

July 12, 2021

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ARP114 R1

ECS Southeast, LLP
"Setting the Standard for Service"
Geotechnical • Construction Materials • Environmental • Facilities

July 12, 2021

Mr. Matthew Brittan
Project Manager
Monteith Construction Co
208 Princess Street
Wilmington, NC 28401

ECS Proposal No. 48:2722P

Reference: Proposal for Window Sealant Joint Testing and Inspections
Brunswick County Courthouse Addition & Renovations
310 Government Center Dr NE, Bolivia, NC 28422

Dear Mr. Brittan,

ECS Southeast, LLP (ECS) is pleased to provide our estimated cost proposal for providing Window Sealant Joint Testing and Inspections for the referenced project located at 310 Government Center Dr NE, Bolivia, NC. The services offered in this proposal are intended to evaluate and test the existing building's window and louver sealant joints.

We appreciate the opportunity to be of service to you on this important project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us at (8743) 384-7675 or at rberry@ecslimited.com.

Richard Berry

RDS

Richard Berry, AIA
Senior Project Architect
rberry@ecslimited.com

Ray Gideon
Facilities Branch Manager
rgideon@ecslimited.com

1.0 PROJECT INFORMATION

We understand the subject property is located at 310 Government Center Dr NE, Bolivia, NC and consists of an existing three-story government office building with the new construction of a three-story addition. The existing exterior cladding generally consists of tilt-up precast panels. The existing roofing generally consist of a modified bitumen system. The existing fenestration systems generally consist of aluminum frame double pane.

ECS was requested by Monteith Construction Co to submit a proposal to perform on-building sealant joint testing of the existing building's window and louver frame perimeter joints. It is understood the proposed testing follows the installation of new joint sealants on the existing building. ECS was provided with the following documents:

1. *Project Drawings, 'G' and 'A' series, dated September 23, 2019*
2. *Project Specifications, Division 07 9200, dated September 23, 2019*

ECS was not provided with a Project Schedule. The Scope of Services presented in Section 2.0 of this proposal is based on a review of the available documents and our recommendations for building envelope QAO and Performance Testing.

2.0 SCOPE OF SERVICES

2.1 Construction Phase - Consulting, Testing and Quality Assurance

2.1.1 Joint Sealants

1. Joint Sealants include polyurethane, silicone and hybrid sealants installed at the vertical and horizontal exterior wall panels where precast concrete conditions meet. This item corresponds to Project Specification Section 07 9200-1.05.
2. ECS will travel to the Project Site and conduct testing on the existing joints.
3. Specific items to be observed may include the following:
    - Surface and joint condition
    - Sealant joint widths and profiles
    - Cohesion and adhesion to substrates
4. Field Adhesion Testing:
    - ECS will provide field adhesion to substrate testing in general accordance with ASTM C1521 (Destructive Procedure, Method A, Tail Procedure.
    - Testing Frequency: We anticipate conducting testing at random for each type of sealant and joint substrate, at a rate of one test per every 4 windows or louvers. If no test failure is observed in the first 10 windows or louvers, then one test shall be performed every 8 windows or louvers thereafter.
5. ***Assumptions***

- *If specimens to be tested are not on ground level, the contractor will provide safe access to the exterior of the specimens being tested. This includes man-lifts, swing-stages, etc. and an operator to run the equipment, if necessary. If safe access is not provided, ECS can arrange our own access for a pre-determined additional fee.*

- *Test areas must be dry and clear.*
- *ECS is not responsible for damage caused by field testing activities.*
- *ECS will require the sealant product submittal prior to testing.*
- *Sidewalk paving to wall sealants are excluded.*
- *Roofing coping components are excluded.*
- *New construction addition is excluded.*

3.0 ESTIMATED COSTS

Our estimated fee for providing the services mentioned above will be on the order of **$2,200**.

Our estimate is based on information available at the time of this proposal and includes professional and administrative support. These services are not full time on-site observations unless otherwise noted herein, or shown as such on the below cost estimate. Any services in addition to those outlined in this proposal will be billed in accordance with the unit rate schedule provided.

Our actual fee may be greater or less than the estimate based upon actual quantities calculated using the below unit rates. Additional site visits for specific tasks of retesting failed tests or hours in excess of those shown have not been included in our fee estimate. Should supplemental services be deemed necessary at a later date, they will be invoiced at the rate noted on the fee schedule in effect at that time, unless otherwise agreed upon in advance. The unit prices listed herein shall remain as stated throughout the project.

4.0 PROJECT UNIT RATES

Services provided for this project will be billed in accordance with the unit rate schedule provided below. Charges for personnel will be made for time spent in work, including travel (portal-to-portal from the Myrtle Beach office), directly related to the project as requested. There will be a 4-hour minimum charge for field related services. Our unit rates are based on a normal 8-hour work day, Monday through Friday, between normal business hours of 7:00 a.m. to 5:00 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturday, Sunday and holidays will be invoiced at a rate of 1.5 times the normal hourly rate.

DESCRIPTION	UNIT RATE
Building Envelope Principal Level	$200/hour
Building Envelope Senior Project Level	$160/hour
Building Envelope Project Level	$125/hour
Building Envelope Staff Project Level	$105/hour
Building Envelope Technician	$75/hour
Administrative	$55/hour
Mileage	$0.70/mile
ASTM C1521	$125.00/hour
Other Consumables/Reimbursable Expenses	cost + 20%

5.0 COMMUNICATION, REPORTING, BILLING, AND CONTRACT CONDITIONS

We anticipate our services will be needed on an on-call basis. The appropriate contractor or owner representative should contact our Project Manager for scheduling requests; the direct phone number is (843) 384-7675. To provide the appropriate level of staffing to meet the project requirements, building envelope observation scheduling requests must be made 48 hours in advance. For testing services we request a one-week notice.

You will be issued daily field reports as part of our service. Because our reporting systems are fully computerized, we are generally able to submit these reports within 48 hours of the site visit. If deficiencies in procedures or materials are recognized in the field, the general contractor will be verbally notified so the problem may be resolved prior to the performance of additional work. Copies of reports will be forwarded to each party designated by the client, at no extra charge, as part of our service. Upon request, ECS will provide a separate invoice for services provided outside the scope of services for the estimated cost.

Invoices will be issued on a monthly basis and will provide a week-by-week breakdown of billing units unless modified by request of the Client. They are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring job expenses as they relate to job progress. We request that payment is rendered within

30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days. ECS also reserves the right to withhold final certifications until outstanding balances have been paid in full.

6.0 PROPOSAL ACCEPTANCE

If the scope of work as outlined above and the attached Terms and Conditions of Service are acceptable to you, please sign the Proposal Acceptance Form return to ECS. Please note that the attached Terms and Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us.

Alternatively, you could issue a letter of acceptance or purchase order. If you opt to do so, ECS would ask that you include the proposal number and date hereof on such documents in order to incorporate this proposal by reference.

By signing the Proposal Acceptance Form or by referencing this proposal in other documents intended to authorize ECS to proceed with the scope of services described above you are also accepting the Terms and Conditions of Service and making this proposal the agreement between ECS and you.

This proposal is valid for a period of sixty days; beyond that date it may be necessary to revise our schedule or fee.

Fully completing and signing the attached Proposal Acceptance Form will provide formal authorization for ECS to enter the site and perform the above work, as well as providing proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note we have provided a place to for you to enter invoicing instructions and report distribution.

7.0 PROPOSAL ACCEPTANCE FORM

PROPOSAL ACCEPTANCE FORM (Please Print or Type)	
Project Name	Brunswick County Courthouse Addition & Renovations
Location	310 Government Center Dr NE, Bolivia, NC 28422
Fee Estimate	$2,200

Please complete and return this Proposal Acceptance Form to ECS. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and you. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	
Date of Execution	
Proposal Addressee - Name	Matthew Brittan
Proposal Addressee - Company	Monteith Construction Co
INVOICE INFORMATION **Please Print Below if Invoice Addressee is Different Than Proposal Addressee or Special Invoicing Instructions**	
Invoice Addressee - Name	
Invoice Addressee - Company	
Invoice Addressee - Street Address 1	
Invoice Addressee - Street Address 2	
Invoice Addressee - City, State, Zip Code	
Invoice Addressee - Email	
Invoice Addressee - Phone Number	
Purchase Order Number	
Client Project/Account Number	
Pay Application Required	

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8.0 TERMS AND CONDITIONS OF SERVICE

Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Association of Soil and Foundation Engineers, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.

Terms and Conditions of Service

The professional services (the "Services") to be provided by ECS Southeast, LLP ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Monteith Construction Co (Client).

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants.

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use.

Terms and Conditions of Service

CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT's Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

Terms and Conditions of Service

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES: ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

Ver. 06/14/13

Allowance Reduction Proposal

208 Princess
Wilmington, NC 28401
P: 910-791-8101
monteithco.com

Wilmington
Raleigh
Charleston

Bruns. Co. Eng. Dept.
08/04/2021 8:19:15 AM

Date: 7.12.21

Project: Brunswick County Courthouse Addition & Renovations

Owner Address: 310 Government Center Drive, NE
Bolivia, North Carolina 28422

ARP #: 127 - Exterior Building Pressure Washing

Proposal includes all labor, material, and equipment cost associated with pressure washing the existing Courthouse. Proposal includes vertical walls only, no roofing or sidewalks included. MCC is not responsible for any water intrusion issues when pressurewashing.

Subcontractor		Proposal Total
Kool Green		$13,000.00
MCC		$448.00
N/A		$0.00
N/A		$0.00
	TOTAL SUBCONTRACTS	$13,448.00
	5% GC FEE	$672.40
	TOTAL CHANGE AMOUNT	**$14,120.40**

Sincerely,

Matt Brittan

Owner Acceptance

Matt Brittan

Monteith Acceptance

MONTEITH
CONSTRUCTION CORP.
RALEIGH | WILMINGTON

SHEET 2 of 7
ARP #127

Kool Green Restoration and Waterproofing
9190 Sue Circle
Leland, NC 28451
(910)367-7417
koolgreeninc@gmail.com

KOOL GREEN
Restoration & Waterproofing
910-367-7417
koolgreeninc@gmail.com

Estimate

ADDRESS
Monteith Construction Corp.
Monteith Construction Corp.
Wilmington, NC 28405

ESTIMATE # 2361
DATE 07/06/2021
EXPIRATION DATE 07/06/2021

JOB
BCCH Pressure Washing

ACTIVITY	QTY	RATE	AMOUNT
Pressure Washing Pressure washing and cleaning of windows including lift rental.	1	13,000.00	13,000.00

TOTAL **$13,000.00**

Accepted By

Accepted Date

Sheet 3 of 7
ARP #127

SubContractor's Change Order Proposal Cover (Sheet "A")

Brunswick Courthouse Addition & Renovation

(Form used for 1st, 2nd, 3rd tier subs)

Monteith Construction

Detailed Scope Of Work: Proposal includes labor to supervise pressure washing.

C.O.R. Total*	**$ 448.00**

(Signature here):

Date: 7.02.21

(Type name here): Matt Brittan

Brunswick Courthouse

SHEET 4 of 7
ARP# 127

SubContractor Summary - (Sheet "B")

Summary of SubContractor's Self Performed Work

(1.) (= line e. from Sheet "C").	Total Material*	$	-
(2.) (=Line e. from Sheet "D").	Total Labor*	$	448.00
(3.) (= line e. from Sheet "E").	Total Equipment*	$	-
(4.) (=lines 1 + 2 + 3)	**Self Performed Work***	**$**	**448.00**

Summary of other Quoted Work (subcontracts)

(5.) Quote - Subcontractor #1	Quote #1 Total* (without OH&P)	$	-
(6.) Quote - Subcontractor #2	Quote #2 Total* (without OH&P)	$	-
(7.) Quote - Subcontractor #3	Quote #3 Total* (without OH&P)	$	-
(8.) (lines 5 + 6 + 7)	**Quoted (subcontract) Work***	**$**	-
(9.) (on line 8)	8% max) 20 % OH&P	$	-
(10.) (lines 8 + 9)	**Total - Quoted (subcontract) Work***	**$**	-
(11.) (lines 4 + 10)	**Total - Self Performed & Quoted (subcontract) Work*** (less bond, ins, &	**$**	**448.00**
(12.) (on line 11.)	(if applicable) 0.00% Bond*	$	-
(14.) (lines 14 + 16)	**C.O.R. Total - All Work***	**$**	**448.00**

* Do Not Round Off Numbers

Sheet 5 of 7
ADP #127

SubContractor Material Break Down - (Sheet "C")

Material/Item Description	Quantity	Unit		Price*	Unit		Extension*
			@			=	$ -
			@			=	$ -
			@			=	$ -
			@	$ -		=	$ -
			@	$ -		=	$ -
			@	$ -		=	$ -
			@	$ -		=	$ -
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			@	$ -		=	$ -
			@	$ -		=	$ -

	a.	Raw Total*	$	-
(on line b.)	b.	6.75%	Sales Tax	$ -
		Subtotal		**$ -**
(on line a.)	c.	20%	OH&P	$ -
(lines a. + b. + c.)	d.	**Total Material***		**$ -**

* Do Not Round Off Numbers

Sheet 6 of 7
ARP #127

SubContractor Labor Break Down (Sheet "D")

Labor Description	Time	Unit		Cost	Unit	Extension*
MCC Supervision	8.00	HR	@	$ 35.00	/HR	= $ 280.00
			@		/	= $ -
			@		/	= $ -
			@		/	= $ -
			@		/	= $ -
			@	$ -	/	= $ -
			@	$ -	/	= $ -
			@	$ -	/	= $ -
			@	$ -	/	= $ -
			@	$ -	/	= $ -
			@	$ -	/	= $ -
			@	$ -	/	= $ -
			@	$ -	/	= $ -
			@	$ -	/	= $ -
			@	$ -	/	= $ -
			@	$ -	/	= $ -
			@	$ -	/	= $ -
			@	$ -	/	= $ -
			@	$ -	/	= $ -
			@	$ -	/	= $ -

	a.	Raw Total*		$	280.00
on line a.	b.	40%	Burden	$	112.00
on line a.	c.	20%	OH&P	$	56.00
(lines a. + b. + c.)	d.	**Total Labor***		**$**	**448.00**

* **Do Not** Round Off Numbers

Sheet 7 of 7
ARP #127

SubContractor Equipment Break Down (Sheet "E")

Equipment Type	Rental Per Hour		Rental Per Day		Rental Per Week		Rental Per Month		Extension*
	Hour(s)	Charge	# Day(s)	Charge	# Week(s)	Charge	# Month(s)	Charge	
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @	/mth(s)	$ -
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @ $ -	/mth(s)	$ -
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @ $ -	/mth(s)	$ -
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @ $ -	/mth(s)	$ -
	/hr(s) @ $ - /hr		day(s) @ $ - /day		/wk(s) @ $ - /wk(s)		/mth(s) @ $ -	/mth(s)	$ -

a. Raw Equipment* $ -

Shipping Breakout

Equipment Type	Unit		Unit Cost	Extension
		@	$ -	$ -
		@	$ -	$ -

b. Shipping Cost* $ -

(No sales tax charge on contractor owned equipment) Enter 0 on line c. if contractor owned

c. (on line a.) 6.75% Sales Tax $ -

d. (on line a.) 20% OH&P $ -

e. (lines a. + b. + c. + d.) **Total Equipment*** $ -

* Do Not Round Off Numbers

APPROVED

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 4, 2021

Action Item # VI. - 2.

From: Engineering - Courthouse Exterior Sealing and Cleaning Presentation (Wm. L. Pinnix, P.E.)

Wm. L. Pinnix, P.E. - Engineering Director

Issue/Action Requested:
Request that the Board of Commissioners receive a presentation on the courthouse exterior construction and need for preventative maintenance and provide staff direction.

Background/Purpose of Request:
The courthouse addition and renovation project commenced on April 1, 2020 with a two year construction period. Phase 1 was the 15,000 SF addition and that was placed in service on April 9, 2021. Phase 2 renovations began on April 10th and are currently ongoing with Phase 3 renovations to follow. The project is scheduled for completion in early May of 2022.

The courthouse was completed in March of 2000 according to the asbuilt record drawings (dated 03/20/2000). The exterior walls are structural precast concrete panels with caulking applied to the joints between panels and around windows, doors, exhaust louvers, and other wall penetrations.

This type of construction requires periodic maintenance over time. The building is almost twenty-two years old and the exterior caulking is exhibiting degradation in many areas.

Staff recommends Board review of the attached presentation and provide direction to staff.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners receive a presentation on the courthouse exterior construction and need for preventative maintenance and provide staff direction.

ATTACHMENTS:

Description

- BC CH Add Renov _ Exterior Sealing Update_Attach (1)
- Bruns Co Courthouse _ Record Dwg _ 03202000_Attach (2)
- Bruns Co Courthouse _ Precast Joint Detail _ 03202000 _ Attach (3)

Brunswick County Courthouse Addition and Renovation Project Exterior Sealing & Cleaning Update

William L. Pinnix, P.E.,
Director of Engineering
October 4, 2021

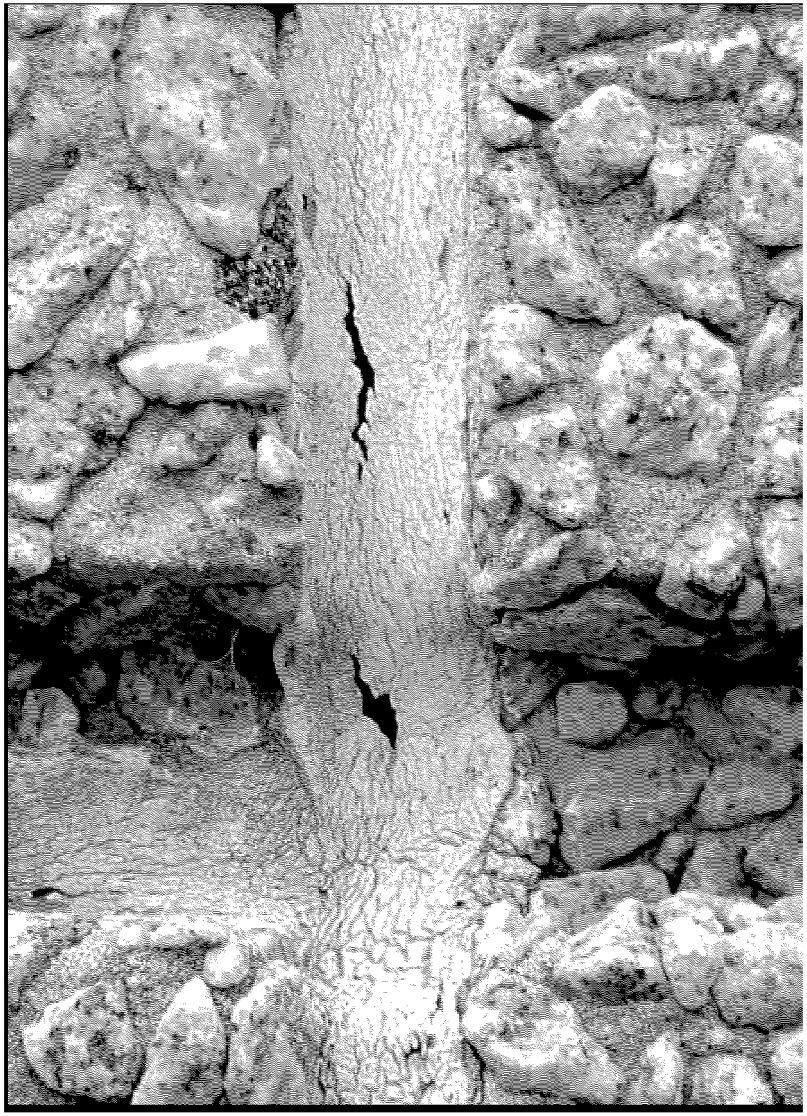


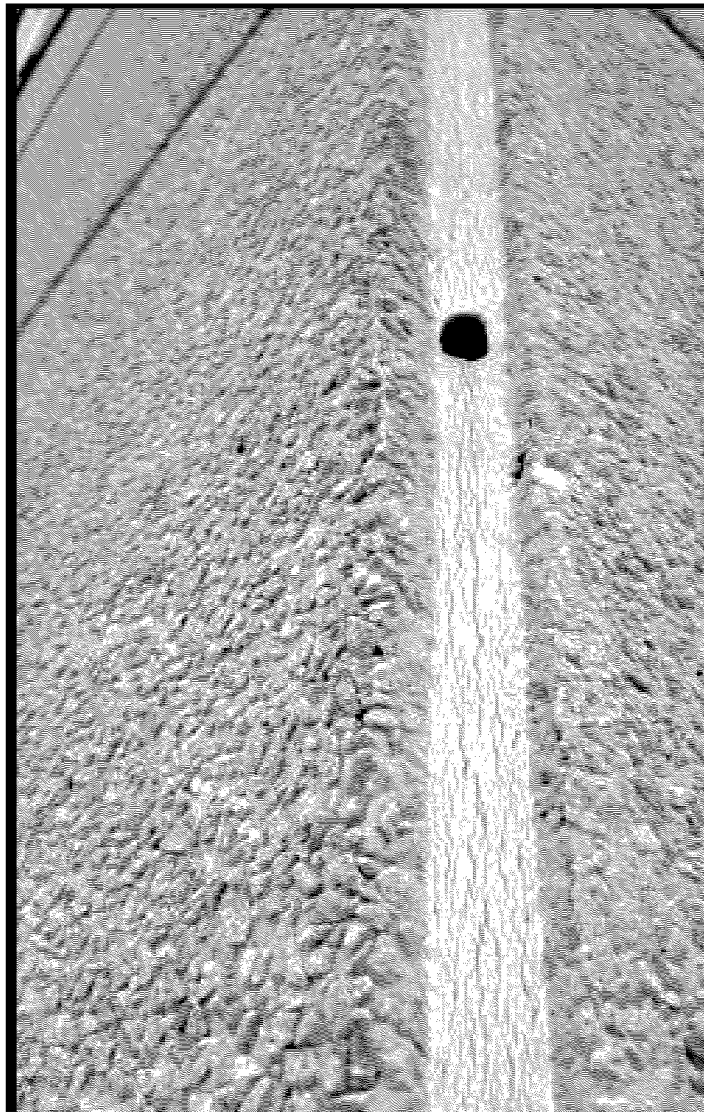

BRUNSWICK COUNTY COURTHOUSE
ADDITION & RENOVATIONS
MONTEITH
SAWYER SHERWOOD & ASSOCIATE ARCHITECTURE
BRUNSWICK COUNTY
NORTH CAROLINA
Cheatham & Associates, P.A.
Plumbing, Mechanical and Electrical Engineers
Criser Troutman Tanner Consulting Engineers
Civil & Structural Engineers
Sage Design
Landscape Architect
Mulford Cost Ma
Cost Estimating

Courthouse Exterior Walls

- Exterior walls of the courthouse are precast concrete panels
- The concrete panels are also structural in nature that contribute to the building overall structural strength
- The panels have metal clips embedded in the backside concrete for adherence to the building
- Backside clips are welded to the structural steel framing of the building
- There are horizontal and vertical joints between panels that run all around the building and from ground level to the
- The joints between concrete panels and around windows and doors are sealed using backer rod and joint sealant
- The existing joint sealing has held up well [building is approximately (22) years old] but showing visible signs of de
- The existing building could also use a good cleaning

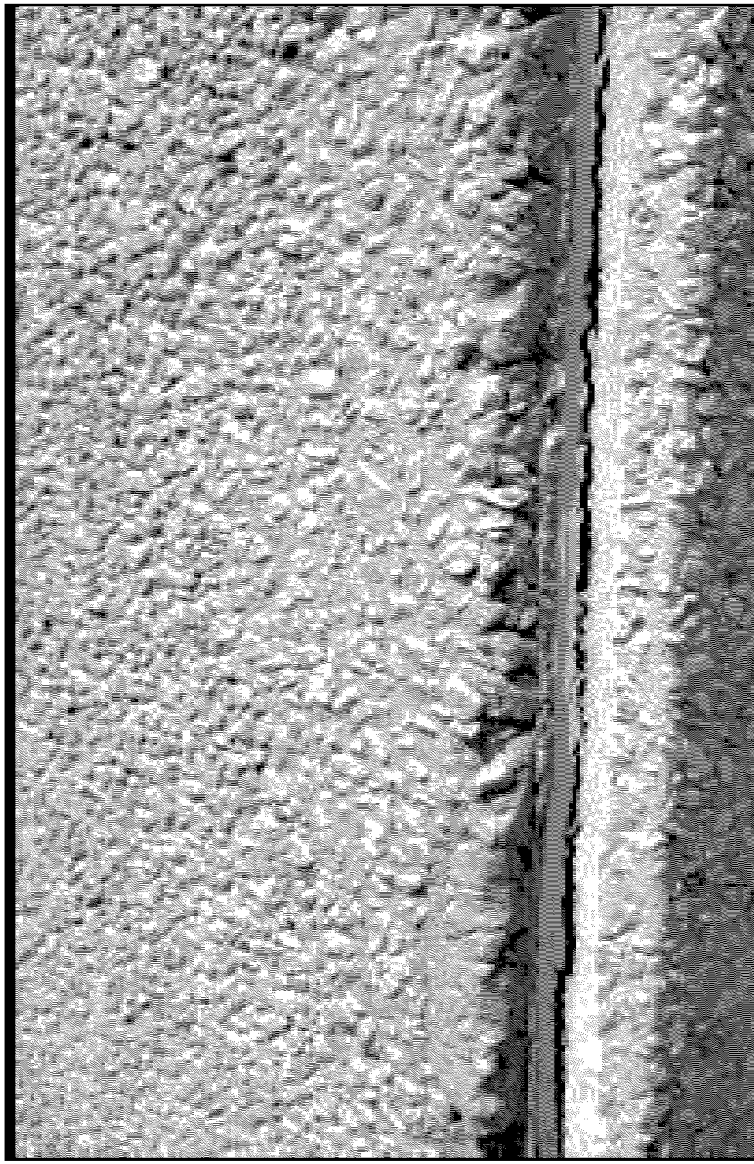
Existing Joint Sealant





Existing Joint Sealant





Existing Building Needs Cleaning



Existing Building Needs Cleaning



Modern Day Masonry Joint Backer Rod and Joint Se



Technical Data Sheet

DOWSIL™ 790 Silicone Building Sealant

Ultra-low-modulus sealant for sensitive natural stone, porous stone, masonry and concrete façades

Features & Benefits

- Low-staining and plasticizer free, suitable for porous substrates
- Excellent performance even in building joints that experience extreme movement
- Extension/compression capability of +100/-50 percent
- Conforms to ISO 11600F-25LM
- Excellent weathering properties and resistance to sunlight, rain, snow, and temperature extremes
- Excellent unprimed adhesion to masonry, concrete and natural stone substrates
- Easy application over a wide temperature range

Composition

- One-part, neutral-cure silicone sealant

Applications

- Sealing of joints between natural stone
- Sealing of curtainwall joints and mullion joints
- Sealing of expansion and control joints
- Sealing of precast concrete panel joints and many other construction joints

Typical Properties

Specification Writers: These values are not intended for use in preparing specifications.

Test	Property	Unit	Result
	As Supplied		
CTM[1] 98	Skin-over Time (23°C, 50% R.H.)	min	9
CTM 95	Tack-Free Time (23°C, 50% R.H.)	min	31
CTM 663	Cure Rate (23°C, 50% R.H.) 1 Day 3 Days	 mm mm	 2.8 5.8
	As Cured – After 28 Days at 23°C and 50% RH		
CTM 99	Durometer Hardness, Shore A		11
ISO[2] 8339	Modulus 100%	MPa	0.08
ISO 8339	Elongation at Break	%	840

1. CTMs: Corporate Test Methods. Copies of CTMs are available upon request.
2. ISO: International Standardization Organization

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DOWSIL™ 790 Silicone Building Sealant
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Form No. 62-2147-01-0220 S2D

Contractor Cost Estimates for Sealing Joints (anticipated start date = 2/1/2022

Allowance Reduction Proposal

208 Princess
Wilmington, NC 28401
P: 910-791-8101
monteithco.com

Wilmington
Raleigh
Charleston

Bruns. Co. Eng. Dept.
08/04/2021 8:18:10 AM

Date: 8.03.21

Project: Brunswick County Courthouse Addition & Renovations

Owner Address: 310 Government Center Drive, NE
Bolivia, North Carolina 28422

ARP #: 107 R.1 - Exterior Caulking at Vertical & Horizontal Precast Joints

Proposal includes all labor, material, and equipment associated removing existing caulking at the vertical and horizontal precast joints on the existing courthouse building. Existing caulking will be removed, then closed cell backer rod, joints primed, and installation of Dow Corning 790. Price also includes ECS as a Third Party Inspection with scope outlined in their attached proposal. Installation warranty valid for 1 year.

Subcontractor		Proposal Total
Kool Green		$38,000.00
MCC		$896.00
ECS		$3,500.00
Landscaping - Pleaseholder		$1,000.00
	TOTAL SUBCONTRACTS	$43,396.00
	5% GC FEE	$2,169.80
	TOTAL CHANGE AMOUNT	**$45,565.80**

Sincerely,
Matt Brittan

Matt Brittan
Monteith Acceptance

Owner Acceptance

MONTEITH
CONSTRUCTION CORP.
RALEIGH | WILMINGTON

Allowance Reduction Proposal

208 Princess
Wilmington, NC 28401
P: 910-791-8101
monteithco.com

Wilmington
Raleigh
Charleston

Bruns. Co. Eng.
08/04/2021 8:18:4

Date: 8.03.21

Project: Brunswick County Courthouse Addition & Renovations

Owner Address: 310 Government Center Drive, NE
Bolivia, North Carolina 28422

ARP #114 R.1 - Exterior Caulking at Windows, Doors & Louvers

Proposal includes all labor, material, and equipment associated removing existing caulking a doors & louvers on the existing courthouse building. Existing caulking will be removed, then backer rod, joints primed, and installation of Dow Corning 790. Price also includes ECS as a Inspection with scope outlined in their attached proposal. Installation warranty valid for 1 yea

Subcontractor		Proposal Total
Kool Green		$16,800.0
MCC		$896.0
ECS		$2,200.0
Landscaping - Placeholder		$1,000.0
	TOTAL SUBCONTRACTS	$20,896.0
	5% GC FEE	$1,044.8
	TOTAL CHANGE AMOUNT	**$21,940.8**

Sincerely,
Matt Brittan

Matt Brittan
Monteith Acceptar

Owner Acceptance

MONTEITH
CONSTRUCTION CORP.
RALEIGH | WILMINGTON

Contractor Cost Estimates for Pressure Washing

Allowance Reduction Proposal

208 Princess
Wilmington, NC 28401
P: 910-791-8101
monteithco.com

Wilmington
Raleigh
Charleston

Bruns. Co. Eng. Dept.
08/04/2021 8:19:15 AM

Date: 7.12.21

Project: Brunswick County Courthouse Addition & Renovations

Owner Address: 310 Government Center Drive, NE
Bolivia, North Carolina 28422

ARP #: 127 - Exterior Building Pressure Washing

Proposal includes all labor, material, and equipment cost associated with pressure washing the existing Courthouse. Proposal includes vertical walls only, no roofing or sidewalks included. MCC is not responsible for any water intrusion issues when pressurewashing.

Subcontractor		Proposal Total
Kool Green		$13,000.00
MCC		$448.00
N/A		$0.00
N/A		$0.00
	TOTAL SUBCONTRACTS	$13,448.00
	5% GC FEE	$672.40
	TOTAL CHANGE AMOUNT	**$14,120.40**

Sincerely,
Matt Brittan

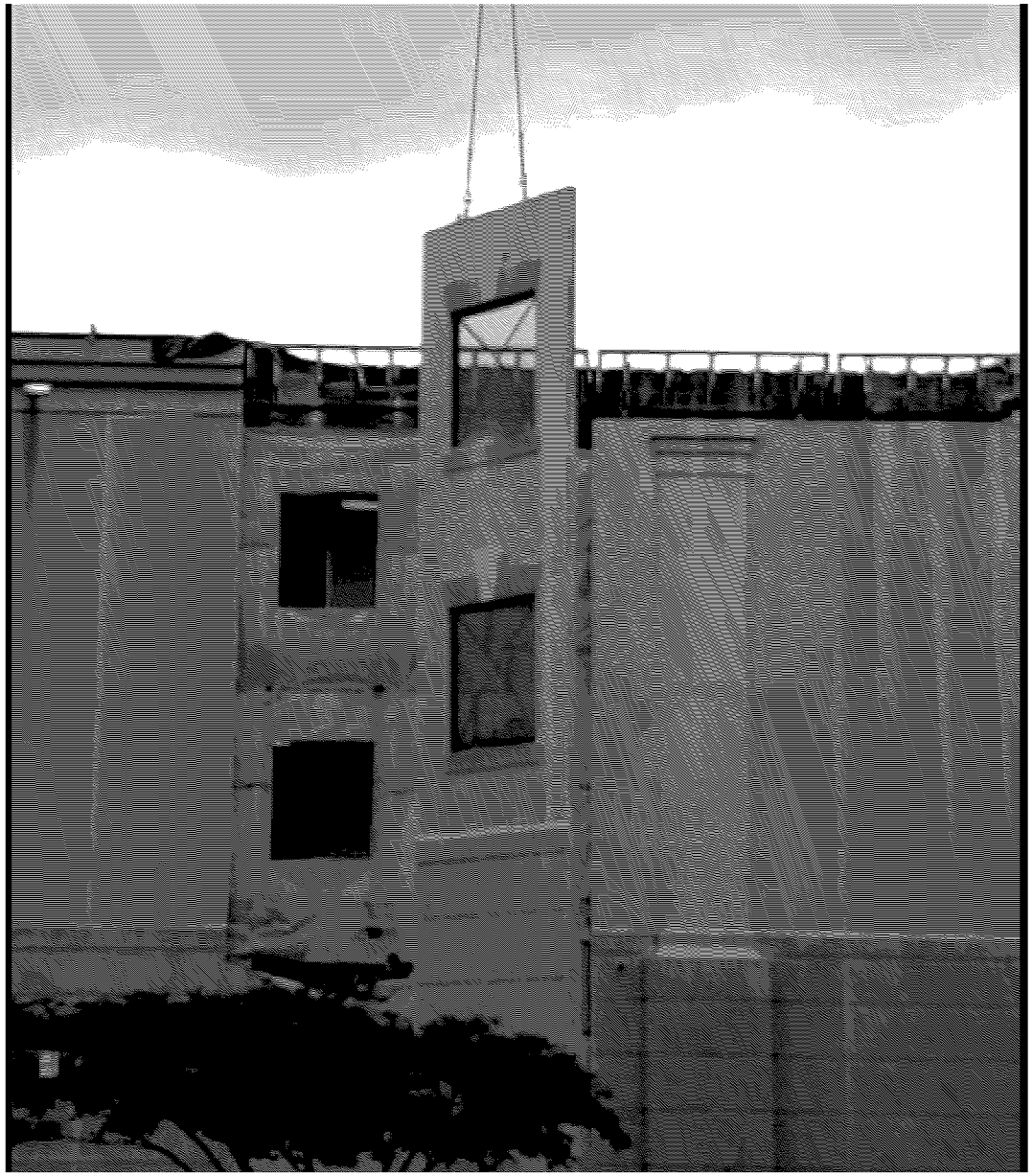
Matt Brittan

Owner Acceptance

Monteith Acceptance

MONTEITH
CONSTRUCTION CORP.
RALEIGH | WILMINGTON

Building Wall Precast Panel Removal – Phase 1 - Apri





Wall Sheathing Had to be Installed for the New 15,000 SF Addition – Ap



Summary

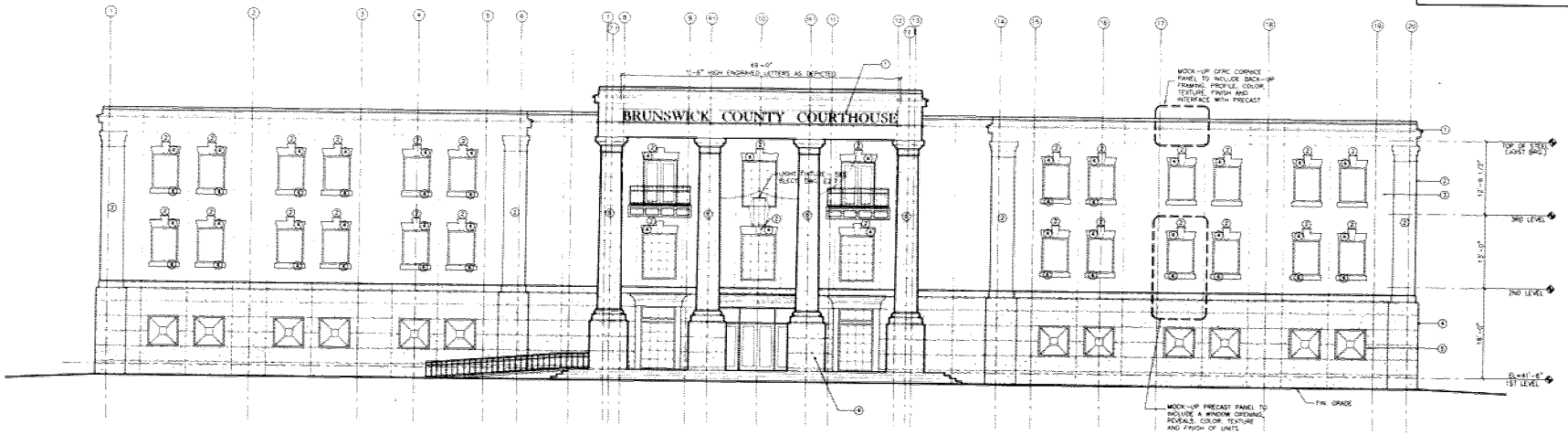
- The courthouse building is almost twenty-two years old now
- This is the only county building constructed with precast panels and this number of sealed joints
- The existing joint sealants have held up well but are deteriorating and will continue to degrade
- Lack of wall sheathing on the building makes it critical to keep all joints, windows, doors, etc., seal against water intrusion behind the exterior panels
- The existing sealant should be removed, and new backer rod and silicone joint sealant installed in a exterior joints on the building to provide maximum protection and restore sealed joint longevity
- This work will be labor intensive and will require elevated lifts for a three-story building
- Most efficient course of action now is formal change order with current building contractor
- If not done as part of the building addition & renovation project, then must be budgeted for as a building deferred maintenance item in Operation Services budget as a future maintenance item

Questions??

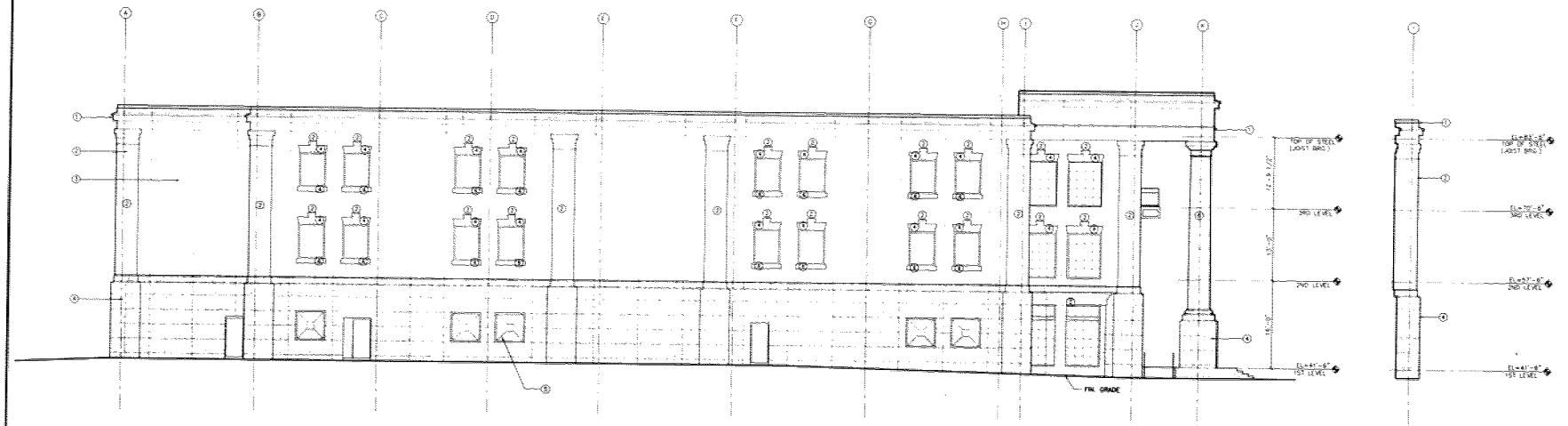


KEYED NOTES

1. GLASS FIBER REINFORCED CONCRETE CORNICE - COLOR 1
2. PRE-CAST CONCRETE PANELS (SF) FINISH TYPE "A"
3. PRE-CAST CONCRETE PANELS FINISH TYPE "B"
4. PRE-CAST CONCRETE PANELS FINISH TYPE "C"
5. METAL GRILLE
6. GLASS FIBER REINFORCED CONCRETE COLUMN - COLOR 2



A NORTH ENTRANCE ELEVATION
SCALE: 1/8"=1'-0"



B EAST ELEVATION
SCALE: 1/8"=1'-0"

C CORNER ELEVATION
SCALE: 1/8"=1'-0"

FreemanWhite

BRUNSWICK COUNTY COURTHOUSE

BRUNSWICK COUNTY NORTH CAROLINA

BOLIVIA, NC

BUILDING ELEVATIONS

project number
■ 3800200

date
■ DATE 3/20/2000

seals

drawn by
■ DT

checked by
■ SFS

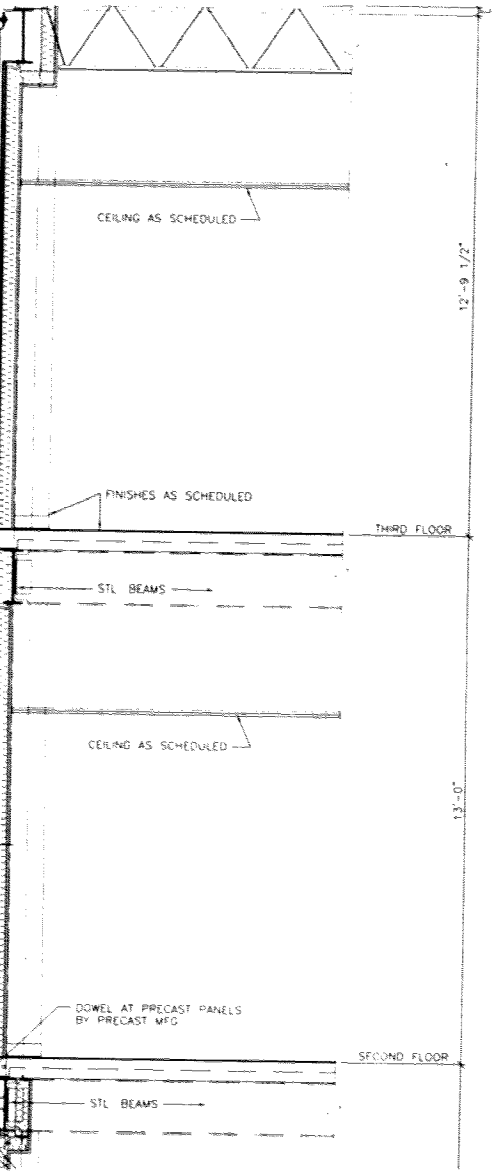
revisions
■

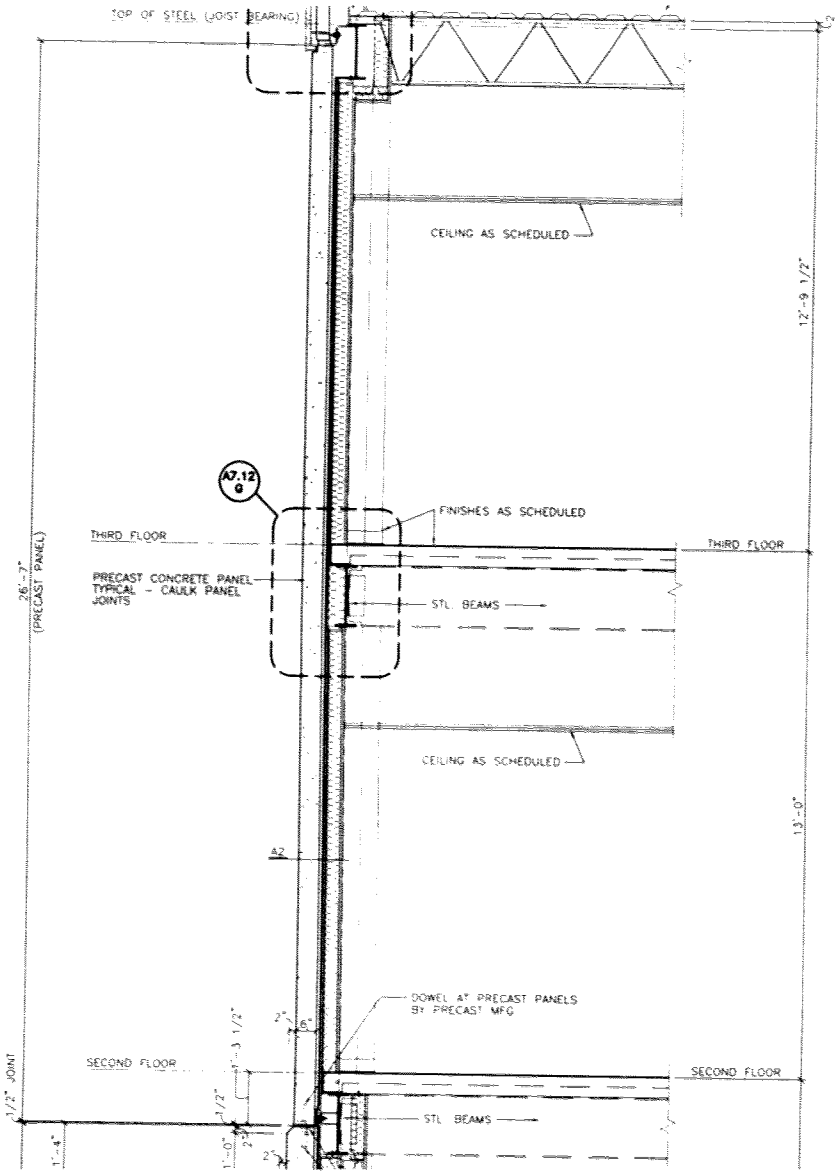
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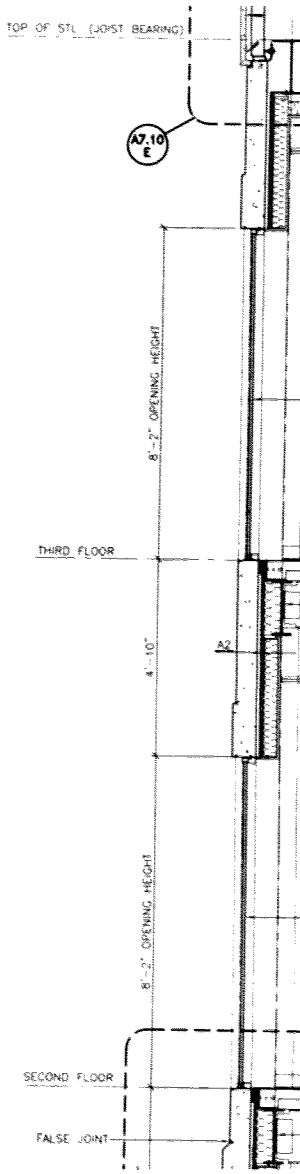
date
■

includes sheets
■

sheet number
▪ A6.1


CEILING AS SCHEDULED
12'-9 1/2"
FINISHES AS SCHEDULED
THIRD FLOOR
STL BEAMS
CEILING AS SCHEDULED
13'-0"
DOWEL AT PRECAST PANELS BY PRECAST MFG
SECOND FLOOR
STL BEAMS


TOP OF STEEL (JOIST BEARING)
CEILING AS SCHEDULED
12'-9 1/2"
A7.12 G
FINISHES AS SCHEDULED
THIRD FLOOR
THIRD FLOOR
26'-3" (PRECAST PANEL)
PRECAST CONCRETE PANEL TYPICAL - CAULK PANEL JOINTS
STL BEAMS
CEILING AS SCHEDULED
13'-0"
A2
DOWEL AT PRECAST PANELS BY PRECAST MFG
SECOND FLOOR
SECOND FLOOR
1/2" JOINT
STL BEAMS
1'-4"
1'-0"


TOP OF STL (JOIST BEARING)
A7.10 E
8'-2" OPENING HEIGHT
THIRD FLOOR
A2
4'-10"
8'-2" OPENING HEIGHT
SECOND FLOOR
FALSE JOINT

End

Of

Original

Request Info	
Type	Budget Amendment
Description	Courthouse Monteith Construction CO3
Justification	Board Meeting 10/18/2021-Transfer $81,627 for change order 3 with Monteith Construction for exterior concrete joints sealing and pressure washing in the amount of $81,627.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	-81627	Decrease	Debit
439801	464299	Interfund Trans Co Cap Reserve	Undesignated Funds	-81627	Decrease	Credit
438207	398110	Court House Renovation	Trans Frm General Fund	81627	Increase	Credit
438207	464002	Court House Renovation	Construction	81627	Increase	Debit

Total	
Grand Total:	0

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE

Couthouse Renovation and Addition Project
(438207)

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

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

County Capital ProjectsFund:		
Revenues:		
Transfer from General Fund		14,157,864
Total County Capital Project Revenues	**$**	**14,157,864**
Expenditures:		
Arch/Eng/Legal		1,127,160
Construction		13,030,704
Total County Capital Project Expenditures	**$**	**14,157,864**

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

Current Funds Appropriated	$	14,157,864

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

Contribution to Capital Project Fund	$	14,157,864

Section 4. This Capital Project Ordinance shall be entered into the minutes of the October 18, 2021 meeting of the Brunswick County Board of Commissioners.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 18, 2021

Action Item # V. - 4.
Finance - Fiscal Items

From:
Julie A. Miller

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

-Links Consolidated Appropriations Act Supplemental Payments
Request Board of Commissioner approval for LINKS supplemental payments provided by the Consolidated Appropriations Act for the LINKS program. Each NC county will receive a one-time increase in their LINKS allocation from the supplemental funding in the Consolidated Cares Act that will be equal to twice the annual allocation they received for SFY2021 ($77,500). A one-time unrestricted payment to eligible young adults are as follows; age 18-20 $2,500 and age 21-26 $5,000.

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

Background/Purpose of Request:

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

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

ATTACHMENTS:

Description

- 20211018 Attach DSS LINKS Supplemental Payments
- 20211018 Budget Amendment DSS LINKS Supplemental Payments
- July Monthly Financial Statements.pdf
- August Monthly Financial Statements.pdf
- September Monthly Financial Statements.pdf

NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES
Division of Social Services

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
SUSAN OSBORNE • Assistant Secretary for County Operations for Human Services

April 9, 2021

DEAR COUNTY DIRECTORS OF SOCIAL SERVICES

ATTENTION: DIRECTORS, CHILD WELFARE PROGRAM ADMINISTRATORS, MANAGERS, SUPERVISORS, AND SOCIAL WORKERS

SUBJECT: *Consolidated Appropriations Act*, 2021, Public Law 116-260

REQUIRED ACTION: ☒Immediate

PURPOSE: Provide Overview of Current Guidelines

The Consolidated Appropriations Act, Public Law 116-260 provided supplemental appropriations for the John H. Chafee Foster Care Program for Successful Transition to Adulthood, Education and Training Voucher (ETV) program, and temporary provisions related to foster care and extended foster care programs.

The temporary provisions include:

- From December 27, 2020 through September 30, 2021, young adults may not be required to leave foster care solely due to age.
- Young adults who left Foster Care 18 to 21 during the COVID-19 public health emergency (defined currently as January 27, 2020 – April 20, 2021, subject to be extended) because of age shall be allowed to re-enter the program. The federal requirement for re-entry expires after September 30, 2021.
- Young adults should not be terminated from the program if failing to meet education or employment eligibility criteria. The young adult's Transition Living Plan should be developed, reviewed and/or revised to meet other eligibility criterion of the program, if appropriate.
- For Federal Fiscal Years (FFY) 2020 and 2021, Chafee and ETV services and assistance can now be provided to eligible young adults until age 27.
- From October 1, 2020 to September 30, 2022 the maximum Education and Training Voucher (ETV) award amount has increased from $5,000 to $12,000 per year. The law allows ETV funding to be used to help support youth to remain enrolled in a post-secondary education or training program, including expenses that are not part of the cost of attendance.

- For ETV, the requirement that a youth must be enrolled in a post-secondary education or training program or making satisfactory progress toward completing the program due to COVID-19 can be waived under the provisions of the law if a youth is unable to do so.

Agencies must continue to ensure the safety, permanency, and well-being of older youth who remain in or re-enter foster care and continue transition planning.

The law in its entirety is available for review by accessing https://www.congress.gov/116/bills/hr133/BILLS-116hr133enr.pdf. The associated Information Memorandum is included on the Children's Bureau website and can be accessed through this link: https://www.acf.hhs.gov/sites/default/files/documents/cb/im-21-05.pdf.

The attached Fact Sheet provides more detailed information. More information and webinars will be scheduled; however, the most relevant information is included in the fact sheet.

If you have any questions, please contact LeAnn McKoy, Foster Care 18-21 Coordinator by email at leann.mckoy@dhhs.nc.gov or by phone at (919) 527-6375 or your Regional Child Welfare Consultant.

Sincerely,

Lisa Tucker Cauley, MSW
Senior Director for Child, Family and Adult Services
NC Department of Health and Human Services
Division of Social Services

Cc: Susan Osborne, Assistant Secretary for County Operations
Carla McNeill, Section Chief for Permanency
Teresa Strom, Section Chief for County Operations
Kathy Stone, Section Chief for Safety and Prevention
Linda Waite, Section Chief for Licensing and Regulatory

Attachments:

Public Law 116-260 – Fact Sheet

CWS-12-2021

Consolidated Appropriations Act, 2021, Public Law 116-260

Fact Sheet

April 9, 2021

Expanded Foster Care 18 to 21 Program Services

As a result of the federal Consolidated Appropriations Act 2021, young adults 18 to 21 who exited foster care during the pandemic due to age must be provided the opportunity to re-enter the foster care program. Agencies must not terminate or suspend a young adult from participating in Foster Care 18 to 21 due to age or failure to meet employment and educational criteria before October 1, 2021.

County child welfare agencies must identify and provide notice to eligible young adults about their ability to re-enter the Foster Care 18 to 21 program. NC DSS will assist counties in identifying eligible young adults.

Eligibility

For young adults who will remain in the Foster Care 18 to 21 program under the provisions of Public Law 116-260, their original *Determination of Foster Care 18 to 21 Benefits and/or Medical Assistance Only,* form number DSS-5120E, may continue as their foster care and Medicaid eligibility determination.

If a young adult chooses to re-enter into the Foster Care 18 to 21 program under the provisions of Public Law 116-260, redetermination of eligibility on the appropriate form must be completed, as their funding determination may change.

Use the following forms and processes to reflect ongoing participation in the Foster Care 18 to 21 program:

- DSS-5097 – Voluntary Placement Agreement for Foster Care 18 to 21
- DSS-5099 – Placement Agreement for Foster Care 18 to 21
- DSS-5096A – Transitional Living Plan for Youth/Young Adults in Foster Care
- DSS-5096C – Transitional Living Plan 90 Day Transition Plan for Young Adults in Foster Care 18 to 21
- DSS-5120E – Determination of Foster Care 18 to 21 Benefits and/or Medical Assistance Only
- Document in the young adult's case record that the young adult is eligible for entry, re-entry, or continuation in the Foster Care 18 to 21 program in accordance with Public Law 116-260.

Education and Training Vouchers

Maximum award amounts for eligible young adults qualifying for Education and Training Vouchers (ETV) have increased. Waivers are available for young adults who may not meet scholarship requirements due to the pandemic. Currently enrolled students should contact their ETV Coordinator. New students may apply for the ETV program beginning July 1, 2021 at https://www.fc2sprograms.org/north-carolina/.

Next Steps

- Additional guidance will be provided regarding the provisions in the act that impact LINKS.
- Webinars and presentations will be scheduled to provide additional technical assistance to agencies.

Questions? Contact

Erin Conner, MSW
LINKS Program Coordinator
(919) 527-6351
Erin.conner@dhhs.nc.gov

LeAnn McKoy, MPA
Foster Care 18 to 21 Program Coordinator
(919) 527-6375
Leann.mckoy@dhhs.nc.gov

NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
SUSAN OSBORNE • Assistant Secretary for County Operations for Human Services

September 10, 2021

DEAR COUNTY DIRECTORS OF SOCIAL SERVICES

ATTENTION: DIRECTORS, CHILD WELFARE PROGRAM ADMINISTRATORS, MANAGERS, SUPERVISORS, AND SOCIAL WORKERS

SUBJECT: Time-Limited Flexibility for use of Supplemental Chafee (LINKS) Funding

REQUIRED ACTION: ☒ Immediate

The Consolidated Appropriations Act (Public Law 116-260) enacted on December 27, 2020, provides supplemental appropriations for the John H. Chafee Foster Care Program for Successful Transition to Adulthood and allows flexibility on the spending of those funds that **expires on September 30, 2021**.

Each county in North Carolina will receive a one-time increase in their LINKS allocation from the supplemental funding in the Consolidated Care Act that will be equal to twice the annual allocation they have already received for SFY 2021.

In March, the federal Administration of Children and Families (ACF) issued program instructions (ACYF-CB-PI-21-04) noting that it had heard from many young people who are in or were in foster care that they had not benefited from previous COVID relief efforts including stimulus checks. The program instructions specifically allow a portion of the supplemental funding to be used to provide unrestricted one-time financial assistance to youth/young adults to assist them in meeting their needs during the pandemic. However, the flexibility to provide assistance in this way to eligible young adults expires on **September 30, 2021**

DHHS is instructing counties to provide assistance for this population of very vulnerable young adults. All young adults who were in foster care at age 14 or older and have not yet reached age 27 are eligible. Assessment of financial need is not required, and no county match is required.

The amounts of one-time unrestricted payments to eligible young adults which may be made under this program are as follows:

- Eligible young adults 18-20--$2,500.00
- Eligible young adults 21-26--$5,000.00

To assist counties in making stimulus payments, we are identifying procedures to expense a portion of the supplemental allotment to each county up front and hope to provide additional information and instructions about the upfront expensing of supplemental funding to counties within the next several days. We encourage counties who can make stimulus payments to eligible youth prior to receiving the upfront funding to do so. A template for a letter to send to potentially eligible young adults is attached.

For tracking and reporting purposes, county departments of social services must list all eligible young adults who received these stimulus funds and the amount received on the 1571 Part II expense reports.

ACF is encouraging states not to count emergency benefits from these supplemental funds when considering recipients eligibility for other services including but not limited to TANF and Child Care.

The supplemental funding will be available to be spent through September 30, 2022, on other LINKS services; however as stated above the window for using these funds for one-time stimulus checks expires on **September 30, 2021**.

For more information, please join the upcoming LINK-Up call on Friday, September 10, 2021 at 10:00am. Follow this link to register: https://attendee.gototraining.com/rt/3346857731495409409 using access code: 908-614-197.

If you have any questions, please contact Erin Conner, LINKS Program Coordinator at erin.conner@dhhs.nc.gov or by phone at 919-527-6351 or LeAnn McKoy, Foster Care 18-21 Coordinator at leann.mckoy@dhhs.nc.gov or by phone at (919) 527-6375. You may also contact your Regional Child Welfare Consultant.

Sincerely,

Carla McNeill

Carla McNeill, MSW
Section Chief for Permanency Planning
Division of Social Services, Child Welfare
North Carolina Department of Health and Human Services

Cc: Susan Osborne, Assistant Secretary for County Operations
Richard Stegenga, Deputy Director, Business Operations
Lisa Tucker Cauley, Senior Director of Child, Family and Adult Services
Teresa Strom, Section Chief for County Operations
Kathy Stone, Section Chief for Child Protective Services and Prevention
Linda Waite, Section Chief for Licensing and Regulatory

Attachments:

- ACYF-CB-PI-21-04 (program instructions for the Consolidated Appropriations Act)
- Supplemental Chafee Calculations By County 9.9.2021
- Standardized Letter to Young Adults Template

CWS-33-2021

NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
SUSAN OSBORNE • Assistant Secretary for County Operations for Human Services

September 17, 2021

DEAR COUNTY DIRECTORS OF SOCIAL SERVICES

ATTENTION: DIRECTORS, CHILD WELFARE PROGRAM ADMINISTRATORS, MANAGERS, SUPERVISORS, AND SOCIAL WORKERS

SUBJECT: Time-Limited Flexibility for use of Supplemental Chafee (LINKS) Funding

REQUIRED ACTION: ☒ Immediate

The Consolidated Appropriations Act (Public Law 116-260) enacted on December 27, 2020, provides supplemental appropriations for the John H. Chafee Foster Care Program for Successful Transition to Adulthood and allows flexibility on the spending of those funds that expires on September 30, 2021.

Young adults who are or were in foster care have been in foster care have experienced job loss and other impacts of the pandemic and many of them have not benefited from prior COVID relief efforts, including stimulus checks. On September 10, 2021 NC DHHS, NC DSS sent a Dear County Director letter instructing counties to provide one-time unrestricted payments to this population of very vulnerable young adults.

All young adults who are at least 18 years old and are not yet 27 and were in foster care at age 14 or older are eligible. Assessment of financial need is not required, and no county match is required.

The amounts of one-time unrestricted payments per eligible young adult which may be made under this program are as follows:

- Eligible young adults 18-20--$2,500.00
- Eligible young adults 21-26--$5,000.00

Required Steps

As funding for these young adults expires September 30, 2021, specific steps must be followed to ensure funds are obligated and counties are reimbursed timely. County departments of social services must complete the following steps:

1. Conduct diligent efforts to identify, locate, and reach out to eligible young adults. Diligent efforts to conduct outreach means those efforts that are reasonably likely to identify, locate, and inform young adults of these payments for which they are eligible.

2. Create a financial obligation (check requisition, purchase request, etc.) for each eligible young adult located who will be receiving the one-time unrestricted payment by September 30th, 2021. This does not require counties to cut a check by September 30th , only to create the obligation.

3. Complete the attached DSS-5217a Request for Payment of Time-Limited Supplemental LINKS Funds.

4. Submit completed DSS-5217a and copies of each check requisition via email to linksreimbursement@dhhs.nc.gov. by September 30, 2021. These can be submitted at any time, they should not need to be held.

After the request forms are received NC DSS will submit to the DHHS Controller's Office for payment to counties. Counties will receive these payments through Electronic Funds Transfer (EFT). There is no 1571 reporting requirement for these funds.

These funds are capped, 100 percent federal funds with no county match required. Attached is a spreadsheet showing budgeted funds, per county. Counties will be reimbursed only up to their per-county budget amount. As counties are reviewing their situation, please communicate budget needs via the LINKS email so we may evaluate total funds availability and attempt to redirect funds as time allows.

If you have any questions, please contact LeAnn McKoy, Foster Care 18-21 Coordinator at leann.mckoy@dhhs.nc.gov or by phone at (919) 527-6375 or Shirley Williams, Special Programs Manager at shirley.williams@dhhs.nc.gov or by phone at (919) 527-6404. You may also contact your Regional Child Welfare Consultant.

Sincerely,

Carla McNeill

Carla McNeill, MSW
Section Chief for Permanency Planning
Division of Social Services, Child Welfare
North Carolina Department of Health and Human Services

Cc: Susan Osborne, Assistant Secretary for County Operations
Richard Stegenga, Deputy Director, Business Operations
Lisa Tucker Cauley, Senior Director of Child, Family and Adult Services
Teresa Strom, Section Chief for County Operations
Kathy Stone, Section Chief for Child Protective Services and Prevention
Linda Waite, Section Chief for Licensing and Regulatory

Attachments:
- DSS-5217a Request for Payment of Time-Limited Supplemental LINKS Funds

CWS-37-2021

County	21-22 Regular LINKS Allocation	Supplemental 21-22 LINKS Allocation
Alamance	$ 18,172.00	$ 72,688.00
Alexander	$ 7,652.00	$ 30,608.00
Alleghany	$ 8,258.00	$ 33,032.00
Anson	$ 1,798.00	$ 7,192.00
Ashe	$ 10,370.00	$ 41,480.00
Avery	$ 6,154.00	$ 24,616.00
Beaufort	$ 13,711.00	$ 54,844.00
Bertie	$ 2,596.00	$ 10,384.00
Bladen	$ 6,951.00	$ 27,804.00
Brunswick	$ 17,531.00	$ 70,124.00
Buncombe	$ 58,168.00	$ 232,672.00
Burke	$ 29,078.00	$ 116,312.00
Cabarrus	$ 18,370.00	$ 73,480.00
Caldwell	$ 26,238.00	$ 104,952.00
Camden	$ 2,899.00	$ 11,596.00
Carteret	$ 10,015.00	$ 40,060.00
Caswell	$ 4,000.00	$ 16,000.00
Catawba	$ 40,412.00	$ 161,648.00
Chatham	$ 17,535.00	$ 70,140.00
Cherokee	$ 13,418.00	$ 53,672.00
Chowan	$ 3,601.00	$ 14,404.00
Clay	$ 5,758.00	$ 23,032.00
Cleveland	$ 35,509.00	$ 142,036.00
Columbus	$ 15,565.00	$ 62,260.00
Craven	$ 18,420.00	$ 73,680.00
Cumberland	$ 140,073.00	$ 560,292.00
Currituck	$ 4,653.00	$ 18,612.00
Dare	$ 6,505.00	$ 26,020.00
Davidson	$ 29,746.00	$ 118,984.00
Davie	$ 10,061.00	$ 40,244.00
Duplin	$ 9,360.00	$ 37,440.00
Durham	$ 64,685.00	$ 258,740.00
Edgecombe	$ 8,003.00	$ 32,012.00
Forsyth	$ 43,556.00	$ 174,224.00
Franklin	$ 11,961.00	$ 47,844.00
Gaston	$ 66,148.00	$ 264,592.00
Gates	$ 2,319.00	$ 9,276.00
Graham	$ 5,149.00	$ 20,596.00
Granville	$ 6,105.00	$ 24,420.00
Greene	$ 5,451.00	$ 21,804.00
Guilford	$ 86,697.00	$ 346,788.00
Halifax	$ 9,413.00	$ 37,652.00
Harnett	$ 27,668.00	$ 110,672.00
Haywood	$ 15,310.00	$ 61,240.00
Henderson	$ 32,055.00	$ 128,220.00
Hertford	$ 2,149.00	$ 8,596.00
Hoke	$ 10,557.00	$ 42,228.00
Hyde	$ 2,149.00	$ 8,596.00
Iredell	$ 20,527.00	$ 82,108.00
Jackson	$ 10,816.00	$ 43,264.00
Johnston	$ 46,572.00	$ 186,288.00

Jones	$	1,447.00	$	5,788.00
Lee	$	6,249.00	$	24,996.00
Lenoir	$	13,461.00	$	53,844.00
Lincoln	$	19,710.00	$	78,840.00
Macon	$	6,058.00	$	24,232.00
Madison	$	11,656.00	$	46,624.00
Martin	$	7,302.00	$	29,208.00
McDowell	$	22,175.00	$	88,700.00
Mecklenburg	$	124,138.00	$	496,552.00
Mitchell	$	11,351.00	$	45,404.00
Montgomery	$	3,951.00	$	15,804.00
Moore	$	5,755.00	$	23,020.00
Nash	$	13,013.00	$	52,052.00
New Hanover	$	60,218.00	$	240,872.00
Northampton	$	1,447.00	$	5,788.00
Onslow	$	41,984.00	$	167,936.00
Orange	$	16,476.00	$	65,904.00
Pamlico	$	2,197.00	$	8,788.00
Pasquotank	$	2,898.00	$	11,592.00
Pender	$	18,216.00	$	72,864.00
Perquimans	$	1,447.00	$	5,788.00
Person	$	14,817.00	$	59,268.00
Pitt	$	47,601.00	$	190,404.00
Polk	$	9,407.00	$	37,628.00
Randolph	$	25,792.00	$	103,168.00
Richmond	$	8,664.00	$	34,656.00
Robeson	$	40,780.00	$	163,120.00
Rockingham	$	21,487.00	$	85,948.00
Rowan	$	28,065.00	$	112,260.00
Rutherford	$	27,527.00	$	110,108.00
Sampson	$	17,179.00	$	68,716.00
Scotland	$	11,912.00	$	47,648.00
Stanly	$	3,600.00	$	14,400.00
Stokes	$	17,071.00	$	68,284.00
Surry	$	11,327.00	$	45,308.00
Swain	$	7,509.00	$	30,036.00
Transylvania	$	15,310.00	$	61,240.00
Tyrrell	$	1,845.00	$	7,380.00
Union	$	22,477.00	$	89,908.00
Vance	$	4,606.00	$	18,424.00
Wake	$	126,947.00	$	507,788.00
Warren	$	1,447.00	$	5,788.00
Washington	$	3,951.00	$	15,804.00
Watauga	$	10,210.00	$	40,840.00
Wayne	$	13,411.00	$	53,644.00
Wilkes	$	36,639.00	$	146,556.00
Wilson	$	8,903.00	$	35,612.00
Yadkin	$	14,370.00	$	57,480.00
Yancey	$	6,855.00	$	27,420.00
Total	**$**	**2,020,725.00**	**$**	**8,082,900.00**

Christina Kennedy

From: Laurie Britt
Sent: Wednesday, September 29, 2021 4:47 PM
To: Christina Kennedy
Subject: Links funding, consolidated appropriations act
Attachments: 4-9-21 DCD ltr Links consolidated appr act.pdf; 9-10-21 DCD ltr Links consolidated appr act.pdf; 9-17-21 DCDL _CWS_37_2021_Time-Limited Flexibility for use of Supplemental Chafee (LINKS) Funding.pdf; 9-17-21 Supplemental Chafee Calculations_By County 9.9.2021.xlsxreset.xlsx; Purchase Order # P72309.PDF; Fact sheet consolidtaed appr. act.pdf

Christina,

Per our discussion earlier I have attached all of the info I have regarding this funding including the purchase order. The purchase order is for more than our funding because we were led to believe there was a lot more funding out there to grab but now we do not think that is the case. I believe our total funding will be $77,500.

Board meeting
Appropriate
$77,500
145310 - 465510

Please let me know what questions you still have.

Thank you for working through this with us.

Laurie

Laurie A. Britt
Brunswick County DSS
Business Officer
PO Box 219
Bolivia, NC 28422
Phone: 910-253-2092
Fax: 910-253-2249
laurie.britt @brunswickcountync.gov

COUNTY OF BRUNSWICK
FINANCE DEPARTMENT

P.O. BOX 249
BOLIVIA, N.C. 28422

PURCHASE ORDER NO.	
This order number must appear on all packages, invoices, packing list, etc.	P72309

VENDOR: SOCIAL SERVICES
PO BOX 219
BOLIVIA, NC 28422-0219

CONTACT/BILL/SHIP TO: DEPARTMENT OF HEALTH AND HUMAN
PO BOX 219
BOLIVIA, NC 28422-0219

(910) 253-2077

VENDOR PHONE:	VENDOR FAX:	TERMS:	REQUESTED BY:	DATE ISSUED:
		Net 30	BRITT, LAURIE	09/22/21

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
01	1	EA	Links Consolidated Appropriations Act payments	100,000.00	100,000.00
			145310-449920 100,000.00		

Reduce PO To $77,500
JM

move to Coo10 Line
465510

	TOTAL	100,000.00

TOTAL DOES NOT INCLUDE SALES TAX
VENDOR ADD SALES TAX TO THE INVOICE

ATTENTION VENDOR:

*Brunswick County shall not be liable for payment in excess of this purchase order total amount. If the amount of this purchase order is not sufficient, please notify the requesting party at the telephone number above.

*Brunswick County is not tax-exempt. Sales tax should be included on all invoices.

*By accepting this purchase order vendors, contractors, and/or subcontractors affirm they are not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Julie A. Miller
FINANCE OFFICER

Request Info	
Type	Budget Amendment
Description	LINKS Consolidated Approp Act
Justification	Board meeting 10/18/2021 - Appropriated federal revenues restricted provided by The Consolidated Appropriations Act for the LINKS program. Each NC county will receive a one-time increase in their LINKS allocation from the supplemental funding in the Consolidated Cares Act that will be equal to twice the annual allocation they received for SFY2021. A one-time unrestricted payment to eligible young adults are as follows; age 18-20 $2,500 and age 21-26 $5,000.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
145310	331050	DSS-Administration	Federal Revenues - COVID-19	77500	Increase	Credit
145310	465510	DSS-Administration	Grant Subsidy-COVID-19	77500	Increase	Debit

Total

Grand Total:	155000

COUNTY OF BRUNSWICK
NORTH CAROLINA

MONTHLY FINANCIAL STATEMENTS
(UNAUDITED)

FOR THE PERIOD ENDED JULY 31, 2021

COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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Summary Information for General and Enterprise Funds as of July 31, 2021:

General Fund:

- Total revenues for the General Fund are $18.0 million for an increase of $4.0 million or 28.9% over the same period in the prior year. The main reason for this is a $3.4 million increase in Ad Valorem collections, a $0.1 million increase in building inspections and permits and a $0.1 million increase in solid waste due to growth in the County. Total revenues collected are 8.0% of the amended budget for the fiscal year.
- Total expenditures for the General Fund are $25.8 million and are 11.4% of the current budget. Total expenditures are more than the expenditures of the same period in the prior year by $5.5 million or 27.2%. This is due to a $3.5 million increase in debt service for the first year of the 2020 GO Phase 2 School Debt and a timing difference in the $1.0 million worker's compensation payment.
- Net transfers to county capital projects of less than $6.9 million increased compared to no transfers of in the same period of the prior year.
- Revenues are less than expenditures and net transfers by $14.7 million for the current period end compared to less than by $6.4 million at the end of the same period of the prior year.

Water Fund:

- Total revenues for the Water Fund increased $0.5 million over the same period in the prior year to $3.1 million. This is a result of irrigation sales increase of 57.4% or $0.2 million and $0.1 million or 21.9% increase in retail sales over the same period in the prior year. Total revenues are 10.5% of the amended budget for the fiscal year.
- Total expenditures for the Water Fund are $1.7 million and are 6.4% of current budget. Expenditures remained consistent with the same period in the prior year.
- Net transfers to water capital projects of more than $0.7 million increased compared to no transfers to water capital projects in the same period of the prior year due to the increase in Pay Go spending of projects.
- Revenues are more than expenditures and net transfers by $0.7 million compared to more than by $1.0 million in the same period of the prior year.

Wastewater Fund:

- Total revenues for the Wastewater Fund increased $0.3 million over the same period in the prior year to $3.1 million. This is a result of capital recovery increase of 32.9% or $0.1 million and $0.1 million increase in retail sales over the same period in the prior year. Total revenues are 10.9% of the amended budget for the fiscal year.
- Total expenditures for the Wastewater Fund are $2.0 million and are 6.3% of the current budget. Expenditures increased 123.5% or $1.1 million over the same period in the prior year mainly due to $1.0 million increase in debt over the same period in the prior year. Debt service has also increased due to the early redemption of the 2021 maturity of the 2012B Enterprise Revenue Bonds saving the county $17.4 thousand.
- Net transfers to wastewater capital projects of $1.7 million increased compared to no transfers to wastewater capital projects in the same period of the prior year.
- Revenues are less than expenditures and net transfers by $0.6 million compared to more than by $1.9 million in the same period of the prior year.

COUNTY OF BRUNSWICK, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS
JULY 31, 2021

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents/investments	$ 103,261,102	$ 30,740,820	$ 21,403,548	$ 2,744,783	$ 158,150,253
Restricted cash and investments	1,558,457	-	30,446,122	13,870,556	45,875,135
Interest receivable	10,225	2,493	1,314	231	14,263
Taxes receivable - net	119,226,579	-	-	-	119,226,579
Receivables - net	2,797,983	-	-	-	2,797,983
Other governmental agencies	6,605,725	171,644	435,115	58,830	7,271,314
Due from other funds	360,395	-	771,711	-	1,132,106
Prepaid expenditures	64,000	-	-	-	64,000
Total assets	$ 233,884,466	$ 30,914,957	$ 53,057,810	$ 16,674,400	$ 334,531,633
Liabilities:					
Accounts payable and other liabilities	$ 6,620,336	$ 1,800	$ 2,859,718	$ 9,518	$ 9,491,372
Due to other funds	771,711	301,527	-	58,868	1,132,106
Total liabilities	7,392,047	303,327	2,859,718	68,386	10,623,478
Deferred Inflows of Resources:	120,039,711	-	-	-	120,039,711
Fund Balances:					
Nonspendable	64,000	-	-	-	64,000
Restricted:					
Stabilization by State Statute	14,593,199	-	-	59,061	14,652,260
Restricted - other	4,832,259	-	30,446,122	2,735,265	38,013,646
Committed	214,566	30,611,628	19,751,969	-	50,578,163
Assigned	3,349,236	-	-	13,811,688	17,160,924
Unassigned	83,399,448	-	-	-	83,399,448
Total fund balances	106,452,708	30,611,628	50,198,091	16,606,014	203,868,441
Total liabilities, deferred inflow of resources and fund balances	$ 233,884,466	$ 30,914,955	$ 53,057,809	$ 16,674,400	$ 334,531,630

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED JULY 31, 2021

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Revenues:					
Ad valorem taxes	$ 15,273,278	$ -	$ -	$ -	$ 15,273,278
Other taxes and licenses	724,534	-	-	-	724,534
Restricted intergovernmental revenues	370,699	-	-	13,870,556	14,241,255
Permits and fees	580,651	-	-	21,630	602,281
Sales and services	889,560	-	-	-	889,560
Investment earnings	4,119	1,442	1,057	138	6,756
Other	146,881	-	-	-	146,881
Total revenues	17,989,722	1,442	1,057	13,892,324	31,884,545
Expenditures:					
Current:					
General government	1,173,517	-	-	12,000	1,185,517
Public safety	5,143,909	-	-	85,434	5,229,343
Central services	3,045,025	-	-	-	3,045,025
Human services	2,545,052	-	-	-	2,545,052
Environmental protection	1,548,655	-	-	38	1,548,693
Culture and recreation	427,331	-	-	-	427,331
Economic and physical development	476,649	-	-	-	476,649
Education	4,413,734	-	667,305	-	5,081,039
Debt Service:					
Principal retirement	4,590,000	-	-	-	4,590,000
Interest and fiscal charges	2,478,875	-	-	-	2,478,875
Total expenditures	25,842,747	-	667,305	97,472	26,607,524
Revenues over (under) expenditures	(7,853,025)	1,442	(666,248)	13,794,852	5,277,021
Other Financing Sources (Uses):					
Transfers from other funds	-	547,741	6,340,995	-	6,888,736
Transfers to other funds	(6,888,736)	-	-	-	(6,888,736)
Total other financing sources (uses)	(6,888,736)	547,741	6,340,995	-	-
Net change in fund balance	(14,741,761)	549,183	5,674,747	13,794,852	5,277,021
Fund balance, beginning of year	121,194,469	30,062,445	44,523,344	2,811,162	198,591,420
Fund balance, end of year	$ 106,452,708	$ 30,611,628	$ 50,198,091	$ 16,606,014	$ 203,868,441

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND
FOR THE PERIOD ENDED JULY 31, 2021

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad valorem taxes	$ 148,800,658	$ 148,800,658	$ 15,273,278	$ (133,527,380)
Local option sales taxes	31,718,980	31,718,980	-	(31,718,980)
Other taxes and licenses	5,245,000	5,245,000	724,534	(4,520,466)
Unrestricted intergovernmental revenues	2,710,000	2,710,000	-	(2,710,000)
Restricted intergovernmental revenues	15,654,560	17,544,596	370,699	(17,173,897)
Permits and fees	4,966,110	4,966,110	580,651	(4,385,459)
Sales and services	13,423,392	13,429,392	889,560	(12,539,832)
Investment earnings	100,275	100,275	4,119	(96,156)
Other	1,186,332	1,355,093	146,881	(1,208,212)
Total revenues	223,805,307	225,870,104	17,989,722	(207,880,382)
Expenditures:				
Current:				
General government	14,786,186	14,624,186	1,173,517	13,450,669
Central services	19,256,727	19,897,651	3,045,025	16,852,626
Public safety	55,189,599	57,340,079	5,143,909	52,196,170
Transportation	161,000	161,000	-	161,000
Environmental protection	19,272,998	19,181,159	1,548,655	17,632,504
Economic and physical development	8,641,052	9,714,141	476,649	9,237,492
Human services	29,155,754	30,983,147	2,545,052	28,438,095
Education	53,314,798	53,314,798	4,413,734	48,901,064
Culture and recreation	5,413,060	5,563,052	427,331	5,135,721
Debt Service:				
Principal retirement	10,980,001	10,980,001	4,590,000	6,390,001
Interest and fiscal charges	4,966,876	4,966,876	2,478,875	2,488,001
Total expenditures	221,138,051	226,726,090	25,842,747	200,883,343
Revenues over (under) expenditures	2,667,256	(855,986)	(7,853,025)	(6,997,039)
Other Financing Sources (Uses):				
Transfers to other funds	(6,888,736)	(6,888,736)	(6,888,736)	-
Appropriated fund balance	4,221,480	7,744,722	-	(7,744,722)
Total other financing sources (uses)	(2,667,256)	855,986	(6,888,736)	(7,744,722)
Net change in fund balances	$ -	$ -	(14,741,761)	$ (14,741,761)
Fund balance, beginning of year			121,194,469	
Fund balance, end of year			$ 106,452,708	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JULY 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	July 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	July 31, 2020
Revenues:							
Ad Valorem Taxes:							
Current year taxes	$ 7,517,500	$ 7,517,500	$ 14,831,268	$ 7,313,768	197%	$ 145,794,285	$ 11,426,822
Prior year taxes	140,583,158	140,583,158	381,335	(140,201,823)	0%	3,366,220	401,391
Penalties and interest	700,000	700,000	60,675	(639,325)	9%	1,082,975	69,461
	148,800,658	148,800,658	15,273,278	(133,527,380)	10%	150,243,480	11,897,674
Local Option Sales Taxes:							
Article 39 (1%)	13,189,257	13,189,257	-	(13,189,257)	0%	14,963,939	-
Article 40 (1/2%)	9,471,405	9,471,405	-	(9,471,405)	0%	10,047,866	-
Article 42 (1/2%)	9,058,318	9,058,318	-	(9,058,318)	0%	10,074,104	-
	31,718,980	31,718,980	-	(31,718,980)	0%	35,085,909	-
Other Taxes and Licenses:							
Scrap tire disposal fee	180,000	180,000	-	(180,000)	0%	150,464	-
Deed stamp excise tax	3,100,000	3,100,000	723,880	(2,376,120)	23%	7,909,198	634,041
Solid waste tax	60,000	60,000	-	(60,000)	0%	68,361	-
White goods disposal tax	55,000	55,000	-	(55,000)	0%	56,098	-
1% Occupancy Tax	1,850,000	1,850,000	654	(1,849,346)	0%	2,337,074	212
	5,245,000	5,245,000	724,534	(4,520,466)	14%	10,521,195	634,253
Unrestricted Intergovernmental:							
Medicaid hold harmless	2,000,000	2,000,000	-	(2,000,000)	0%	6,238,454	-
Beer and wine tax	250,000	250,000	-	(250,000)	0%	300,219	-
Jail fees	460,000	460,000	-	(460,000)	0%	539,398	23,348
	2,710,000	2,710,000	-	(2,710,000)	0%	7,078,071	23,348
Restricted Intergovernmental:							
State and federal grant	15,382,060	17,272,096	346,303	(16,925,793)	2%	21,351,937	319,611
State Aid to Libraries	145,000	145,000	12,699	(132,301)	9%	152,730	12,373
Court facility fees	110,000	110,000	-	(110,000)	0%	121,970	-
Payments in lieu of taxes	-	-	-	-	na	6,050	-
ABC education requirement	-	-	-	-	na	2,154	-
ABC law enforcement services	10,000	10,000	-	(10,000)	0%	13,043	-
State drug tax	7,500	7,500	11,697	4,197	156%	52,616	2,304
	15,654,560	17,544,596	370,699	(17,173,897)	2%	21,700,500	334,288
Permits and Fees:							
Blding inspections and permits	2,861,000	2,861,000	423,627	(2,437,373)	15%	3,973,907	265,390
Recording fees	800,000	800,000	103,763	(696,237)	13%	1,300,198	111,675
Fire inspection fees	200,000	200,000	15,490	(184,510)	8%	218,774	12,688
Concealed handgun permit	250,000	250,000	16,165	(233,835)	6%	382,794	1,800
Other permit and fees	855,110	855,110	21,606	(833,504)	3%	906,219	23,180
	4,966,110	4,966,110	580,651	(4,385,459)	12%	6,781,892	414,733
Sales and Services:							
Solid waste fees	2,600,000	2,600,000	202,536	(2,397,464)	8%	3,477,371	117,784
School resource officer reimb.	1,601,476	1,593,626	-	(1,593,626)	0%	1,570,071	-
Rents	15,000	15,000	1,161	(13,839)	8%	13,930	1,161
EMS Charges	5,100,000	5,100,000	418,234	(4,681,766)	8%	5,195,662	358,577
Public health user fees	944,950	944,950	145,175	(799,775)	15%	1,368,638	78,741
Sheriff animal prot. serv. fees	98,500	98,500	7,692	(90,808)	8%	93,282	9,701
Social services fees	78,700	78,700	2,441	(76,259)	3%	59,288	4,254
Public housing fees	16,300	16,300	131	(16,169)	1%	3,077	143
Tax collection fees	280,000	280,000	4,136	(275,864)	1%	318,152	3,179
Other sales and services	1,984,406	1,998,256	28,568	(1,969,688)	1%	2,098,204	2,150
Register of deeds	344,510	344,510	35,944	(308,566)	10%	428,066	39,470

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JULY 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	July 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	July 31, 2020
Sales and Services (continued):							
Marriage licenses	52,200	52,200	4,838	(47,362)	9%	56,841	5,068
Recreation services	307,350	307,350	38,704	(268,646)	13%	89,183	2,370
	13,423,392	13,429,392	889,560	(12,539,832)	7%	14,771,765	622,598
Investment earnings	100,275	100,275	4,119	(96,156)	4%	80,630	4,326
Other:							
ABC bottles taxes	45,000	45,000	-	(45,000)	0%	81,640	-
Cnty Brd of Alcohol Control	24,000	24,000	-	(24,000)	0%	30,000	-
Contributions	9,000	14,220	5,935	(8,285)	42%	116,784	4,307
Other revenues	1,108,332	1,271,873	140,946	(1,130,927)	11%	3,938,919	20,022
	1,186,332	1,355,093	146,881	(1,208,212)	11%	4,167,343	24,329
Total revenues	223,805,307	225,870,104	17,989,722	(207,880,382)	8%	250,430,785	13,955,549
Expenditures:							
General Government:							
Governing Body:							
Salaries	195,066	195,066	33,793	161,273	17%	189,464	22,056
Fringe benefits	76,260	76,260	8,158	68,102	11%	55,331	5,354
Operating costs	70,850	70,850	15,562	55,288	22%	32,707	14,483
	342,176	342,176	57,513	284,663	17%	277,502	41,893
County Administration:							
Salaries	740,299	740,299	91,512	648,787	12%	669,217	72,221
Fringe benefits	231,509	231,509	26,631	204,878	12%	199,287	20,781
Operating costs	48,554	48,554	2,693	45,861	6%	46,021	1,588
	1,020,362	1,020,362	120,836	899,526	12%	914,525	94,590
Human Resources:							
Salaries	363,674	363,674	53,326	310,348	15%	339,421	40,090
Fringe benefits	129,468	129,468	16,376	113,092	13%	120,060	12,693
Operating costs	11,650	11,650	208	11,442	2%	4,876	434
	504,792	504,792	69,910	434,882	14%	464,357	53,217
Communications:							
Salaries	118,792	118,792	5,472	113,320	5%	-	-
Fringe benefits	46,111	46,111	1,691	44,420	4%	-	-
Operating costs	82,035	82,035	50	81,985	0%	-	-
	246,938	246,938	7,213	239,725	3%	-	-
Finance:							
Salaries	968,207	968,207	116,497	851,710	12%	903,580	107,760
Fringe benefits	347,282	347,282	36,575	310,707	11%	305,634	33,154
Operating costs	573,225	573,225	30,008	543,217	5%	449,470	70,860
	1,888,714	1,888,714	183,080	1,705,634	10%	1,658,684	211,774
Tax Administration:							
Salaries	2,688,430	2,688,430	301,253	2,387,177	11%	2,448,067	289,988
Fringe benefits	1,072,276	1,072,276	105,800	966,476	10%	965,052	100,805
Operating costs	1,080,485	1,080,485	66,926	1,013,559	6%	875,946	127,579
	4,841,191	4,841,191	473,979	4,367,212	10%	4,289,065	518,372

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JULY 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	July 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	July 31, 2020
County Attorney:							
Salaries	424,569	424,569	53,766	370,803	13%	416,647	53,044
Fringe benefits	137,615	137,615	15,728	121,887	11%	127,666	14,914
Operating costs	151,450	151,450	1,854	149,596	1%	52,168	2,096
	713,634	713,634	71,348	642,286	10%	596,481	70,054
Court Facilities:							
Operating costs	274,936	274,936	4,815	270,121	2%	177,361	5,533
Board of Elections:							
Salaries	702,664	702,664	40,129	662,535	6%	864,924	36,640
Fringe benefits	160,553	160,553	13,546	147,007	8%	148,583	11,041
Operating costs	286,987	286,987	1,323	285,664	0%	359,566	239
	1,150,204	1,150,204	54,998	1,095,206	5%	1,373,073	47,920
Register of Deeds:							
Salaries	749,245	749,245	78,236	671,009	10%	654,767	78,610
Fringe benefits	337,070	337,070	27,356	309,714	8%	293,209	27,951
Operating costs	2,016,924	2,016,924	24,233	1,992,691	1%	4,347,293	23,566
Capital outlay	-	-	-	-	na	29,454	-
	3,103,239	3,103,239	129,825	2,973,414	4%	5,324,723	130,127
Contingency:							
Operating Costs	700,000	538,000	-	538,000	0%	-	-
Total general government	14,786,186	14,624,186	1,173,517	13,450,669	8%	15,075,771	1,173,480
Central Services:							
Information Technology:							
Salaries	1,315,513	1,315,513	143,635	1,171,878	11%	1,163,698	137,925
Fringe benefits	474,782	474,782	45,967	428,815	10%	399,503	42,130
Operating costs	1,681,300	1,772,122	114,325	1,657,797	6%	1,111,739	69,968
Capital outlay	24,000	24,000	-	24,000	0%	96,271	-
	3,495,595	3,586,417	303,927	3,282,490	8%	2,771,211	250,023
Fleet Services:							
Salaries	714,600	714,600	79,548	635,052	11%	684,393	81,110
Fringe benefits	294,249	294,249	28,268	265,981	10%	270,912	28,344
Operating costs	319,129	319,129	(204,971)	524,100	-64%	334,222	(113,138)
Capital outlay	-	399,260	-	399,260	0%	86,736	-
	1,327,978	1,727,238	(97,155)	1,824,393	-6%	1,376,263	(3,684)
Engineering:							
Salaries	481,590	481,590	55,368	426,222	11%	463,069	53,186
Fringe benefits	168,716	168,716	17,558	151,158	10%	157,068	16,406
Operating costs	32,975	69,866	4,449	65,417	6%	162,185	3,130
	683,281	720,172	77,375	642,797	11%	782,322	72,722
Operation Services:							
Salaries	2,368,103	2,368,103	256,797	2,111,306	11%	2,238,716	268,581
Fringe benefits	1,056,851	1,056,851	96,638	960,213	9%	966,100	98,210
Operating costs	3,633,683	3,697,634	33,295	3,664,339	1%	3,090,250	75,237
Capital outlay	293,000	343,000	-	343,000	0%	226,280	-
	7,351,637	7,465,588	386,730	7,078,858	5%	6,521,346	442,028

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JULY 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	July 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	July 31, 2020
Non-departmental:							
Fringe benefits	6,021,158	6,021,158	1,440,936	4,580,222	24%	5,696,954	431,139
Operating costs	377,078	377,078	933,212	(556,134)	247%	294,482	907,493
	6,398,236	6,398,236	2,374,148	4,024,088	37%	5,991,436	1,338,632
Total central services	19,256,727	19,897,651	3,045,025	16,852,626	15%	17,442,578	2,099,721
Public Safety:							
District Attorney:							
Operating costs	53,000	53,000	729	52,271	1%	20,886	139
Sheriff:							
Salaries	11,592,681	11,598,681	1,368,289	10,230,392	12%	11,010,834	1,248,279
Fringe benefits	4,390,822	4,390,822	445,819	3,945,003	10%	3,988,151	401,501
Operating costs	3,073,394	3,526,621	231,992	3,294,629	7%	2,928,027	164,744
Capital outlay	1,196,955	1,394,457	-	1,394,457	0%	1,173,204	-
	20,253,852	20,910,581	2,046,100	18,864,481	10%	19,100,216	1,814,524
Detention Center:							
Salaries	5,569,791	5,569,791	558,660	5,011,131	10%	4,774,415	513,445
Fringe benefits	2,271,624	2,271,624	197,174	2,074,450	9%	1,855,402	180,034
Operating costs	3,318,358	3,341,997	268,381	3,073,616	8%	2,709,348	236,830
Capital outlay	188,139	228,562	-	228,562	0%	107,353	-
	11,347,912	11,411,974	1,024,215	10,387,759	9%	9,446,518	930,309
Emergency Medical:							
Salaries	7,104,840	7,104,840	751,548	6,353,292	11%	6,400,504	707,959
Fringe benefits	2,573,198	2,573,198	238,750	2,334,448	9%	2,228,571	220,652
Operating costs	2,121,385	2,133,813	194,404	1,939,409	9%	2,083,217	99,002
Capital outlay	1,693,500	2,300,245	-	2,300,245	0%	262,034	-
	13,492,923	14,112,096	1,184,702	12,927,394	8%	10,974,326	1,027,613
Emergency Management:							
Salaries	272,999	272,999	30,690	242,309	11%	266,941	29,546
Fringe benefits	92,174	92,174	8,832	83,342	10%	84,156	8,199
Operating costs	545,075	557,075	13,513	543,562	2%	488,770	33,599
Capital outlay	137,300	137,300	-	137,300	0%	5,334	-
	1,047,548	1,059,548	53,035	1,006,513	5%	845,201	71,344
Other Agencies:							
Fire districts	60,000	60,000	15,000	45,000	25%	60,000	15,000
Rescue Squads	331,800	331,800	3,575	328,225	1%	322,800	-
	391,800	391,800	18,575	373,225	5%	382,800	15,000
Building Inspections and Central Permitting							
Salaries	1,999,581	1,999,581	233,923	1,765,658	12%	1,760,876	203,012
Fringe benefits	749,702	749,702	75,498	674,204	10%	619,581	64,420
Operating costs	167,500	684,140	10,787	673,353	2%	128,360	6,392
Capital outlay	43,000	80,000	-	80,000	0%	59,991	(2)
	2,959,783	3,513,423	320,208	3,193,215	9%	2,568,808	273,822

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JULY 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	July 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	July 31, 2020
Fire Inspections							
Salaries	407,511	407,511	52,044	355,467	13%	379,345	42,051
Fringe benefits	149,006	149,006	13,918	135,088	9%	116,578	12,032
Operating costs	51,356	51,356	1,870	49,486	4%	61,437	9,385
Capital outlay	12,000	12,000	-	12,000	0%	36,267	-
	619,873	619,873	67,832	552,041	11%	593,627	63,468
Central Communications:							
Salaries	2,121,774	2,121,774	213,884	1,907,890	10%	1,768,119	189,817
Fringe benefits	838,242	838,242	74,517	763,725	9%	686,836	65,840
Operating costs	619,520	619,520	18,350	601,170	3%	446,376	12,878
Capital outlay	213,911	380,527	-	380,527	0%	194,830	-
	3,793,447	3,960,063	306,751	3,653,312	8%	3,096,161	268,535
Animal Protective Services:							
Salaries	608,380	608,380	75,754	532,626	12%	611,377	68,231
Fringe benefits	249,123	249,123	26,832	222,291	11%	241,044	24,172
Operating costs	321,958	400,970	19,176	381,794	5%	217,740	12,541
Capital outlay	50,000	49,248	-	49,248	0%	33,253	-
	1,229,461	1,307,721	121,762	1,185,959	9%	1,103,414	104,944
Total public safety	55,189,599	57,340,079	5,143,909	52,196,170	9%	48,131,957	4,569,698
Transportation:							
Cape Fear Regional Jetport	111,000	111,000	-	111,000	0%	111,000	27,750
Odell Williamson Mun. Air.	50,000	50,000	-	50,000	0%	27,500	6,875
Total transportation	161,000	161,000	-	161,000	0%	138,500	34,625
Environmental Protection:							
Solid Waste:							
Salaries	416,216	416,216	41,961	374,255	10%	359,300	44,222
Fringe benefits	178,623	178,623	15,069	163,554	8%	148,002	15,788
Operating costs	18,371,550	18,279,711	1,491,625	16,788,086	8%	18,527,744	1,410,659
Capital outlay	36,500	36,500	-	36,500	0%	224,830	-
	19,002,889	18,911,050	1,548,655	17,362,395	8%	19,259,876	1,470,669
Other:							
Forestry services	270,109	270,109	-	270,109	0%	245,902	-
Total environmental protection	19,272,998	19,181,159	1,548,655	17,632,504	8%	19,505,778	1,470,669
Economic Development:							
Community Enforcement:							
Salaries	185,248	185,248	20,997	164,251	11%	150,565	10,487
Fringe benefits	79,501	79,501	7,860	71,641	10%	60,950	3,784
Operating costs	17,840	17,840	911	16,929	5%	13,338	179
Capital outlay	32,000	32,000	-	32,000	0%	-	-
	314,589	314,589	29,768	284,821	9%	224,853	14,450
Planning:							
Salaries	512,964	512,964	61,454	451,510	12%	483,307	55,973
Fringe benefits	193,589	193,589	19,571	174,018	10%	175,107	18,441
Operating costs	264,150	264,150	17,648	246,502	7%	260,491	11,161
	970,703	970,703	98,673	872,030	10%	918,905	85,575

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JULY 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	July 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	July 31, 2020
Cooperative Extension:							
Salaries	321,660	362,498	3,764	358,734	1%	300,897	3,315
Fringe benefits	155,016	158,140	315	157,825	0%	125,904	289
Operating costs	140,845	160,008	3,370	156,638	2%	170,679	1,451
Capital outlay	90,000	90,000	-	90,000	0%	7,571	-
	707,521	770,646	7,449	763,197	1%	605,051	5,055
Soil and Water Conservation:							
Salaries	151,302	151,302	17,630	133,672	12%	177,544	19,597
Fringe benefits	62,628	62,628	6,401	56,227	10%	65,779	6,626
Operating costs	17,950	18,425	103	18,322	1%	12,296	47
Capital outlay	28,000	28,000	-	28,000	0%	-	-
	259,880	260,355	24,134	236,221	9%	255,619	26,270
Public Housing Section 8:							
Salaries	179,878	179,878	20,078	159,800	11%	156,687	10,615
Fringe benefits	78,718	78,718	7,646	71,072	10%	63,454	3,884
Operating costs	2,111,183	2,204,194	169,497	2,034,697	8%	2,043,166	160,553
	2,369,779	2,462,790	197,221	2,265,569	8%	2,263,307	175,052
1% Occupancy Tax:							
Operating costs	1,850,000	1,850,000	654	1,849,346	0%	2,337,073	212
Other Economic Development:							
Contracted Services	149,700	149,700	-	149,700	na	23,325	-
Holden Beach Special Obligation Bond	1,343,880	1,343,880	-	1,343,880	0%	-	-
Lockwood Folly & Shallotte Dredging	-	270,045	-	270,045	0%	494,343	-
Reserve for shoreline	200,000	346,433	-	346,433	0%	-	-
Brunswick Busines & Industry Development	475,000	575,000	118,750	456,250	21%	425,000	106,250
Access Road Ec. Dv. Proj.	-	400,000	-	400,000	0%	-	-
	2,168,580	3,085,058	118,750	2,966,308	4%	942,668	106,250
Total economic development	8,641,052	9,714,141	476,649	9,237,492	5%	7,547,476	412,864
Human Services:							
Health:							
Administration:							
Salaries	2,624,201	2,624,201	304,719	2,319,482	12%	2,128,499	288,137
Fringe benefits	1,388,231	1,388,231	141,645	1,246,586	10%	1,306,112	139,924
Operating costs	405,700	427,142	7,760	419,382	2%	279,939	7,299
Capital outlay	-	71,488	-	71,488	0%	25,527	-
	4,418,132	4,511,062	454,124	4,056,938	10%	3,740,077	435,360
Communicable Diseases:							
Operating costs	414,957	414,957	11,027	403,930	3%	367,227	8,418
Adult Health Maintenance:							
Operating costs	263,055	272,100	4,179	267,921	2%	1,032,759	3,928

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JULY 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	July 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	July 31, 2020
Senior Health							
Salaries	52,000	52,000	5,946	46,054	11%	39,807	-
Fringe benefits	21,259	21,259	2,150	19,109	10%	14,875	-
Operating costs	4,985	4,985	502	4,483	10%	1,754	501
	78,244	78,244	8,598	69,646	11%	56,436	501
Maternal and Child Health:							
Salaries	388,887	388,887	44,632	344,255	11%	352,333	34,133
Fringe benefits	172,098	172,098	16,434	155,664	10%	151,954	13,480
Operating costs	594,250	604,387	33,852	570,535	6%	444,365	29,543
	1,155,235	1,165,372	94,918	1,070,454	8%	948,652	77,156
Environmental Health:							
Salaries	1,339,700	1,339,700	147,877	1,191,823	11%	1,285,709	137,223
Fringe benefits	497,881	497,881	48,966	448,915	10%	460,867	44,806
Operating costs	144,900	1,324,493	98,282	1,226,211	7%	969,738	32,841
Capital outlay	17,128	17,128	-	17,128	0%	244,218	-
	1,999,609	3,179,202	295,125	2,884,077	9%	2,960,532	214,870
Total health	8,329,232	9,620,937	867,971	8,752,966	9%	9,105,683	740,233
Veterans' Services:							
Salaries	152,773	152,773	17,615	135,158	12%	141,152	14,511
Fringe benefits	62,985	62,985	6,378	56,607	10%	57,800	5,120
Operating costs	37,951	40,951	5,565	35,386	14%	14,468	4,543
Total veterans' services	253,709	256,709	29,558	227,151	12%	213,420	24,174
Social Services:							
Administration:							
Salaries	8,148,758	8,328,758	853,547	7,475,211	10%	7,236,249	836,813
Fringe benefits	3,992,988	4,065,628	371,938	3,693,690	9%	3,478,156	361,949
Operating costs	2,992,551	3,027,551	129,719	2,897,832	4%	3,081,107	92,988
Capital outlay	150,000	150,000	-	150,000	0%	83,343	-
	15,284,297	15,571,937	1,355,204	14,216,733	9%	13,878,855	1,291,750
Other Operating Costs:							
Medical assistance	20,000	20,000	-	20,000	0%	5,630	-
Aid to the blind	4,100	4,100	-	4,100	0%	4,100	-
Adoption assistance	250,000	250,000	13,992	236,008	6%	169,448	14,252
Special assistance	425,000	415,000	20,798	394,202	5%	272,019	24,005
Foster care	600,000	600,000	375	599,625	0%	592,306	450
State foster home	800,000	800,000	150	799,850	0%	724,210	150
Special assistance	27,121	27,121	1,549	25,572	6%	23,604	1,160
Day care	23,000	23,000	-	23,000	0%	4,207	-
Special child adopt. assistance	-	75,687	-	75,687	0%	5,959	-
	2,149,221	2,214,908	36,864	2,178,044	2%	1,801,483	40,017
Total social services	17,433,518	17,786,845	1,392,068	16,394,777	8%	15,680,338	1,331,767

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JULY 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	July 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	July 31, 2020
Other Human Services:							
Trillium Health Resources	250,443	250,443	-	250,443	0%	250,443	-
Brunswick Senior Resources	2,888,852	2,888,852	240,739	2,648,113	8%	2,713,739	226,145
Other human services	-	179,361	14,716	164,645	8%	211,238	14,741
	3,139,295	3,318,656	255,455	3,063,201	8%	3,175,420	240,886
Total human services	29,155,754	30,983,147	2,545,052	28,438,095	8%	28,174,861	2,337,060
Education:							
Public schools	47,523,253	47,523,253	3,960,271	43,562,982	8%	46,096,535	3,841,378
Public schools - capital outlay	996,991	996,991	83,083	913,908	8%	967,060	80,588
Pub. sch.-fines and forfeitures	-	-	-	-	na	299,765	-
Community college	4,438,054	4,438,054	340,672	4,097,382	8%	4,354,069	332,397
Community college - cap. out.	356,500	356,500	29,708	326,792	8%	295,343	24,612
Total education	53,314,798	53,314,798	4,413,734	48,901,064	8%	52,012,772	4,278,975
Culture and Recreation:							
Parks and Recreation:							
Administration:							
Salaries	734,565	734,565	85,555	649,010	12%	571,044	70,956
Fringe benefits	222,930	222,930	21,923	201,007	10%	190,075	21,021
Operating costs	714,744	726,744	43,463	683,281	6%	380,468	37,770
Capital outlay	569,000	569,000	-	569,000	0%	168,930	-
	2,241,239	2,253,239	150,941	2,102,298	7%	1,310,517	129,747
Maintenance:							
Salaries	805,274	805,274	96,505	708,769	12%	684,841	81,310
Fringe benefits	338,793	338,793	33,684	305,109	10%	286,792	30,035
Operating costs	461,600	599,592	10,812	588,780	2%	367,738	8,369
Capital outlay	108,000	108,000	-	108,000	0%	66,054	-
	1,713,667	1,851,659	141,001	1,710,658	8%	1,405,425	119,714
Total Parks and Recreation	3,954,906	4,104,898	291,942	3,812,956	7%	2,715,942	249,461
Brunswick County Library:							
Salaries	840,024	840,024	95,179	744,845	11%	777,644	92,877
Fringe benefits	367,930	367,930	35,034	332,896	10%	322,420	33,311
Operating costs	250,200	250,200	5,176	245,024	2%	213,176	29,446
	1,458,154	1,458,154	135,389	1,322,765	9%	1,313,240	155,634
Total culture and recreation	5,413,060	5,563,052	427,331	5,135,721	8%	4,029,182	405,095
Debt Service:							
Principal retirement	10,980,001	10,980,001	4,590,000	6,390,001	42%	12,305,000	2,500,000
Interest and fees	4,966,876	4,966,876	2,478,875	2,488,001	50%	3,240,524	1,026,905
Total debt service	15,946,877	15,946,877	7,068,875	8,878,002	44%	15,545,524	3,526,905
Total expenditures	221,138,051	226,726,090	25,842,747	200,883,343	11%	207,604,399	20,309,092
Revenues over (under) expenditures	2,667,256	(855,986)	(7,853,025)	(6,997,039)		42,826,386	(6,353,543)

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JULY 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	July 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	July 31, 2020
Transfers To Other Funds:							
Transfer to county capital projects fund	(547,741)	(547,741)	(547,741)	-	100%	(10,000,000)	-
Transfer to grant projects funds	-	-	-	-	na	(300,000)	-
Transfer to emergency telephone system fund	-	-	-	-	na	(145,288)	-
Transfer to school capital projects fund	(6,340,995)	(6,340,995)	(6,340,995)	-	100%	(8,731,926)	-
	(6,888,736)	(6,888,736)	(6,888,736)	-	100%	(19,177,214)	-
Budgetary Financing Sources (Uses):							
Appropriated fund balance	4,221,480	7,744,722	-	(7,744,722)	0%	-	-
	4,221,480	7,744,722	-	(7,744,722)	0%	-	-
Total other financing sources (uses)	(2,667,256)	855,986	(6,888,736)	(7,744,722)		(19,177,214)	-
Net change in fund balance	$ -	$ -	(14,741,761)	$ (14,741,761)		23,649,172	(6,353,543)
Fund balance, beginning of year			121,194,469			97,026,999	97,026,999
Restated			-			518,298	-
Fund balance, beginning, as restated			121,194,469			97,545,297	97,026,999
Fund balance, end of year			$106,452,708			$ 121,194,469	$ 90,673,456

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - COUNTY CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED JULY 31, 2021

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental-NC Dept. of Transportation	$ 29,686,128	$ 22,256,218	$ -	$ 22,256,218
Restricted intergovernmental-NC Parks & Rec. Trust Fund	750,500	300,000	-	300,000
CARES Act	69,000	92,000		92,000
Investment earnings	841,170	852,789	1,442	854,231
Performance bonds	290,876	290,876	-	290,876
Other	554,563	349,240	-	349,240
Total revenues	32,192,237	24,141,123	1,442	24,142,565
Expenditures:				
General Government:				
Court House Renovation	13,720,160	11,338,650	-	11,338,650
Future Capital Projects	10,000,000	-	-	-
	23,720,160	11,338,650	-	11,338,650
Environmental protection:				
Landfill Transfer Station	337,000	282,024	-	282,024
Future Capital Projects	15,303,994	-	-	-
	15,640,994	282,024	-	282,024
Economic Development:				
Springlake at Maritime Shores	274,585	-	-	-
Cultural and recreation:				
OIB Park Improvements	5,805,569	5,805,569	-	5,805,569
Smithville Park Improvements	6,189,666	5,979,162	-	5,979,162
Brunswick Waterway Park Improvements	644,083	201,210	-	201,210
Waccamaw Multiuse Building	355,800	242,369	-	242,369
	12,995,118	12,228,310	-	12,228,310
Transportation:				
Airport Improvements	31,349,721	22,994,173	-	22,994,173
Other:				
Future Capital Projects	1,208,196	-	-	-
Total expenditures	85,188,774	46,843,157	-	46,843,157
Revenues over (under) expenditures	(52,996,537)	(22,702,034)	1,442	(22,700,592)
Other Financing Sources (Uses):				
Appropriated fund balance	4,805,618	-	-	-
Transfer from general fund	52,484,803	52,233,884	547,741	52,781,625
Transfer to general fund	(4,293,884)	(4,293,884)	-	(4,293,884)
Total other financing sources (uses)	52,996,537	47,940,000	547,741	48,487,741
Net change in fund balance	$ -	$ 25,237,967	549,183	$ 25,787,149
Fund balance, beginning of year			30,062,445	
Fund balance, end of year			$ 30,611,628	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - EDUCATION CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED JULY 31, 2021

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
NC Public Education Lottery	$ 7,082,039	$ 7,092,797	$ -	$ 7,092,797
Investment earnings	-	411,034	798	411,832
Investment earnings-debt proceeds	-	1,295,275	259	1,295,534
Total revenues	7,082,039	8,799,106	1,057	8,800,163
Expenditures:				
Brunswick County Schools	193,686,314	144,838,549	667,305	145,505,854
Brunswick Community College	2,304,445	2,004,940	-	2,004,940
Total expenditures	195,990,759	146,843,489	667,305	147,510,794
Revenues over (under) expenditures	(188,908,720)	(138,044,383)	(666,248)	(138,710,631)
Other Financing Sources (Uses):				
Transfer from general fund	82,171,104	75,830,108	6,340,995	82,171,103
Transfer to general fund	(314,013)	(314,013)	-	(314,013)
Premium on bonds issued	8,749,216	8,749,217	-	8,749,217
Debt financing issued	91,750,000	91,750,000	-	91,750,000
Appropriated fund balance	6,552,413	-	-	-
Total other financing sources (uses)	188,908,720	176,015,312	6,340,995	182,356,307
Net change in fund balance	$ -	$ 37,970,929	5,674,747	$ 43,645,676
Fund balance, beginning of year			44,523,344	
Fund balance, end of year			$ 50,198,091	

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED JULY 31, 2021

	Emergency Telephone System Fund	Grant Project	ROD-Technology Enhancement Fund	Total
Assets:				
Cash and cash equivalents/investments	$ 1,695,516	$ -	$ 1,049,267	$ 2,744,783
Restricted cash and investments	-	13,870,556	-	13,870,556
Interest receivable	146	-	85	231
Other governmental agencies	-	58,830	-	58,830
Total assets	1,695,662	13,929,386	1,049,352	16,674,400
Liabilities:				
Accounts payable and other liabilities	3,443	-	6,075	9,518
Due to other funds	-	58,868	-	58,868
Total liabilities	3,443	58,868	6,075	68,386
Fund Balance:				
Stabilization by State Statute	146	58,830	85	59,061
Restricted - other	1,692,073	-	1,043,192	2,735,265
Assigned	-	13,811,688	-	13,811,688
Total fund balances	1,692,219	13,870,518	1,043,277	16,606,014
Total liabilities, deferred inflow of resources and fund balances	$ 1,695,662	$ 13,929,386	$ 1,049,352	$ 16,674,400

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED JULY 31, 2021

	Emergency Telephone System Fund	Grant Project	ROD-Technology Enhancement Fund	Total
Revenues:				
Restricted intergovernmental	$ -	$ 13,870,556	$ -	$ 13,870,556
Permits and fees	-	-	21,630	21,630
Investment earnings	87	-	51	138
Total revenues	87	13,870,556	21,681	13,892,324
Expenditures:				
General government	-	-	12,000	12,000
Public safety	85,434	-	-	85,434
Environmental protection	-	38	-	38
Total expenditures	85,434	38	12,000	97,472
Revenues over (under) expenditures	(85,347)	13,870,518	9,681	13,794,852
Fund balance, beginning of year	1,777,566	-	1,033,596	2,811,162
Fund balance, end of year	$ 1,692,219	$ 13,870,518	$ 1,043,277	$ 16,606,014

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - EMERGENCY TELEPHONE SYSTEM FUND FOR THE PERIOD ENDED JULY 31, 2021 AND THE YEAR ENDED JUNE 30, 2021

	Budget	July 31, 2021	Variance Positive (Negative)	June 30, 2021	July 31, 2020
Revenues:					
Restricted intergovernmental	$ 408,865	$ -	$ (408,865)	$ 799,291	$ -
Investment earnings	-	87	87	1,295	216
Total revenues	408,865	87	(408,778)	800,586	216
Expenditures:					
Operating costs	466,862	85,434	381,428	388,022	8,708
Capital outlay	1,294,595	-	1,294,595	168,292	-
Total expenditures	1,761,457	85,434	1,676,023	556,314	8,708
Revenues over (under) expenditures	(1,352,592)	(85,347)	1,267,245	244,272	(8,492)
Other Financing Sources (Uses):					
Transfers from general fund	-	-	-	145,288	-
Appropriated fund balance	1,352,592	-	(1,352,592)	-	-
Total other financing sources (uses)	1,352,592	-	(1,352,592)	145,288	-
Net change in fund balance	$ -	(85,347)	$ (85,347)	389,560	(8,492)
Fund balance, beginning of year		1,777,566		1,388,006	1,388,006
Fund balance, end of year		$ 1,692,219		$ 1,777,566	$ 1,379,514

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL - GRANT PROJECT FUND
FROM INCEPTION AND FOR THE PERIOD ENDED JULY 31, 2021

		Actual		
	Project Authorization	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental	$ 32,650,229	$ 1,965,372	$ 13,870,556	$ 15,835,928
Total revenues	32,650,229	1,965,372	13,870,556	15,835,928
Expenditures:				
SAMHSA Expansion Grant FY 19-24	1,600,000	947,011	-	947,011
SAMHSA	1,380,527	259,531	-	259,531
Pacon Manufacturing Incentive and Reuse	1,300,000	1,000,000	-	1,000,000
Watershed Grant Round 1	498,919	24,315	-	24,315
Watershed Grant Round 2	381,072	3,570	38	3,608
Watershed Grant Round 3	48,600	30,945	-	30,945
American Rescue Plan	27,741,111	-	-	-
Total expenditures	32,950,229	2,265,372	38	2,265,410
Revenues over (under) expenditures	(300,000)	(300,000)	13,870,518	13,570,518
Other Financing Sources (Uses):				
Transfers from general fund	300,000	300,000	-	300,000
Total other financing sources (uses)	300,000	300,000	-	300,000
Net change in fund balance	$ -	$ -	13,870,518	$ 13,870,518
Fund balance, beginning of year			-	
Fund balance, end of year			$ 13,870,518	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - REGISTER OF DEEDS TECHNOLOGY ENHANCEMENT FUND FOR THE PERIOD ENDED JULY 31, 2021 AND THE YEAR ENDED JUNE 30, 2021

	Budget	July 31, 2021	Variance Positive (Negative)	June 30, 2021	July 31, 2020
Revenues:					
Permits and fees	$ 193,000	$ 21,630	$ (171,370)	$ 279,279	$ 24,366
Investment earnings	7,000	51	(6,949)	823	154
Total revenues	200,000	21,681	(178,319)	280,102	24,520
Expenditures:					
General government	217,548	12,000	205,548	149,417	21,509
Revenues over (under) expenditures	(17,548)	9,681	27,229	130,685	3,011
Other Financing Sources (Uses):					
Appropriated fund balance	17,548	-	(17,548)	-	-
Net change in fund balance	$ -	9,681	$ 9,681	130,685	3,011
Fund balance, beginning of year		1,033,596		902,911	902,911
Fund balance, end of year		$ 1,043,277		$ 1,033,596	$ 905,922

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WATER FUND (NON-GAAP)
JULY 31, 2021

	Water Fund	Water Capital Projects	Total
Current Assets:			
Cash, cash equivalents and investments	$ 40,878,832	$ -	$ 40,878,832
Restricted cash	2,774,312	125,242,748	128,017,060
Interest receivable	3,348	508	3,856
Receivables and special assessments, net	4,108,642	-	4,108,642
Due from other governmental agencies	663,920	376,949	1,040,869
Inventories	1,501,706	-	1,501,706
Total current assets	49,930,760	125,620,205	175,550,965
Current Liabilities:			
Accounts payable and other liabilities	569,210	1,767,814	2,337,024
Customer deposits	2,195,575	-	2,195,575
Interest payable	216,529	-	216,529
Current portion of debt	2,594,508	-	2,594,508
Total current liabilities	5,575,822	1,767,814	7,343,636
Expendable net positon	**44,354,938**	**123,852,391**	**168,207,329**
Noncurrent Items:			
Non-depreciable capital assets	83,672,623	-	83,672,623
Depreciable capital assets, net	148,973,624	-	148,973,624
Deferred outflow	4,388,702	-	4,388,702
Net pension liability	(2,155,552)	-	(2,155,552)
Compensated absences	(492,120)	-	(492,120)
Total other post-employment liability	(14,964,210)	-	(14,964,210)
Non-current portion of debt	(211,853,972)	-	(211,853,972)
Deferred inflow	(1,393,012)	-	(1,393,012)
Total net positon	$ 50,531,021	$ 123,852,391	$ 174,383,412

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WATER SYSTEM OPERATING FUND (NON-GAAP)
FOR THE PERIOD ENDED JULY 31, 2021 AND THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	Original Budget	Current Budget	July 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	July 31, 2020
Revenues:							
User charges	$ 29,271,800	$ 29,271,800	$ 3,106,040	$ (26,165,760)	11%	$ 29,633,015	$ 2,635,601
Restricted intergovernmental	-	-	-	-	na	81,663	-
Investment earnings	40,000	40,000	2,061	(37,939)	5%	33,656	5,859
Other	680,377	680,377	35,026	(645,351)	5%	743,270	32,754
Total revenues	29,992,177	29,992,177	3,143,127	(26,849,050)	10%	30,491,604	2,674,214
Expenditures:							
Salaries	5,731,502	5,731,502	649,174	5,082,328	11%	5,147,321	606,553
Fringe benefits	2,752,959	2,752,959	260,110	2,492,849	9%	2,434,496	239,310
Operating expenditures	8,306,276	9,035,673	696,457	8,339,216	8%	7,892,608	618,996
Repairs and maintenance	2,920,143	3,211,317	23,933	3,187,384	1%	2,538,732	98,370
Capital outlay	1,556,500	2,322,489	9,391	2,313,098	0%	1,332,422	38,533
Debt Service:							
Principal	1,865,574	1,865,574	-	1,865,574	0%	1,324,463	-
Interest	1,309,167	1,309,167	47,775	1,261,392	4%	892,349	51,275
Total expenditures	24,442,121	26,228,681	1,686,840	24,541,841	6%	21,562,391	1,653,037
Revenues over (under) expenditures	5,550,056	3,763,496	1,456,287	(2,307,209)	39%	8,929,213	1,021,177
Other Financing Sources (Uses):							
Transfer to water capital project fund	(5,550,056)	(5,550,056)	(741,000)	4,809,056	13%	(920,580)	-
Appropriated net positon	-	1,786,560	-	(1,786,560)	0%	-	-
Total other fin. sources (uses)	(5,550,056)	(3,763,496)	(741,000)	3,022,496	20%	(920,580)	-
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ -	$ 715,287	$ 715,287		$ 8,008,633	$ 1,021,177

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL -
WATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED JULY 31, 2021

		Actual		
	Project Budget	Prior Year	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	$ 2,218,967	$ -	$ -	$ -
Investment earnings	120,276	177,956	319	178,275
Investment earnings-debt proceeds	-	263,111	998	264,109
Assessments	52,724	39,495	-	39,495
Penalties and interest assessments	-	13,229	-	13,229
Total revenues	2,391,967	493,791	1,317	495,108
Expenditures:				
Southeast Water Tank	50,550	50,550	-	50,550
FY16 Water Mains Top 7 and Apollo	1,773,285	1,731,758	-	1,731,758
Raw Water Mains Project	28,683,127	23,242,549	482	23,243,031
Shallotte Transmission Main	6,123,000	1,888,136	-	1,888,136
NW Plant Treatment Expansion 12MGD	168,221,390	56,337,000	-	56,337,000
74-76 Industrial Park Water Main	1,727,715	71,526	-	71,526
74-76 Mintz Dr. to Old Maco	85,000	1,307,724	-	1,307,724
Navassa Water System Rehabilitation	2,263,347	15,000	-	15,000
Utility Operations Center	110,000	-	-	-
Total expenditures	209,037,414	84,644,243	482	84,644,725
Revenues over (under) expenditures	(206,645,447)	(84,150,452)	835	(84,149,617)
Other Financing Sources (Uses):				
Long term debt issued	178,600,000	178,600,000	-	178,600,000
Bond premium	17,428,317	17,428,317	-	17,428,317
Transfers from water fund	11,171,970	10,430,981	741,000	11,171,981
Transfers to water fund	(985,770)	(985,770)	-	(985,770)
Future capital projects	(1,352,567)	-	-	-
Appropriated fund balance	1,783,497	-	-	-
Total other financing sources (uses)	206,645,447	205,473,528	741,000	206,214,528
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ 121,323,076	$ 741,835	$ 122,064,911

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WASTEWATER FUND (NON-GAAP)
JULY 31, 2021

	Wastewater Fund	Wastewater Capital Projects	Total
Current Assets:			
Cash and cash equivalents/investments	$ 31,643,265	$ -	$ 31,643,265
Restricted cash	2,906,350	14,343,041	17,249,391
Interest receivable	2,638	61	2,699
Receivables and special assessments, net	6,587,626	-	6,587,626
Due from other governmental agencies	531,409	558,182	1,089,591
Inventories	153,420	-	153,420
Total current assets	41,824,708	14,901,284	56,725,992
Current Liabilities:			
Accounts payable and other liabilities	235,272	1,382,208	1,617,480
Interest payable	1,009,778	-	1,009,778
Prepaid fees	129,711	-	129,711
Current portion of debt	11,589,722	-	11,589,722
Total current liabilities	12,964,483	1,382,208	14,346,691
Expendable net positon	**28,860,225**	**13,519,076**	**42,379,301**
Noncurrent Items:			
Non-depreciable capital assets	45,682,075	-	45,682,075
Depreciable capital assets, net	215,289,193	-	215,289,193
Deferred outflow	2,982,563	-	2,982,563
Net pension liability	(1,174,529)	-	(1,174,529)
Compensated absences	(216,401)	-	(216,401)
Total other post-employment liability	(8,398,248)	-	(8,398,248)
Non-current portion of debt	(105,552,672)	-	(105,552,672)
Deferred inflow	(811,089)	-	(811,089)
Total net positon	$ 176,661,117	$ 13,519,076	$ 190,180,193

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WASTEWATER FUND (NON-GAAP)
FOR THE PERIOD ENDED JULY 31, 2021 AND THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	Original Budget	Current Budget	July 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	July 31, 2020
Revenues:							
User charges	$ 28,330,761	$ 28,806,761	$ 3,133,019	$ (25,673,742)	11%	$ 37,123,956	$ 2,815,386
Investment earnings	20,000	20,000	1,583	(18,417)	8%	23,804	4,749
Restricted intergovernmental	-	-	-	-	na	25,254	-
Other	104,000	104,000	5,162	(98,838)	5%	300,541	9,158
Total revenues	28,454,761	28,930,761	3,139,764	(25,790,997)	11%	37,473,555	2,829,293
Expenditures:							
Salaries	3,389,151	3,389,151	339,996	3,049,155	10%	2,888,778	350,485
Fringe benefits	1,553,796	1,553,796	134,410	1,419,386	9%	1,308,719	132,657
Operating expenditures	4,772,678	5,835,557	467,238	5,368,319	8%	4,493,558	409,570
Repairs and maintenance	2,327,000	2,390,891	30,780	2,360,111	1%	2,117,757	20,232
Capital outlay	3,333,000	4,135,253	-	4,135,253	0%	2,747,367	1,336
Debt Service:							
Principal	10,918,002	10,918,002	1,065,008	9,852,994	10%	12,391,786	-
Interest	4,149,247	4,149,247	5,812	4,143,435	0%	4,591,276	-
Total expenditures	30,442,874	32,371,897	2,043,244	30,328,653	6%	30,539,241	914,280
Revenues over (under) expenditures	(1,988,113)	(3,441,136)	1,096,520	4,537,656	-32%	6,934,314	1,915,013
Other Financing Sources (Uses):							
Transfer to wastewater capital project	(1,661,020)	(2,667,143)	(1,661,020)	1,006,123	62%	(618,809)	-
Transfer from wastewater capital project	375,000	375,000	-	(375,000)	0%	1,128,000	-
Appropriated net positon	3,274,133	5,733,279	-	(5,733,279)	0%	-	-
Total other fin. sources (uses)	1,988,113	3,441,136	(1,661,020)	(5,102,156)	-48%	509,191	-
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ -	$ (564,500)	$ (564,500)		$ 7,443,505	$ 1,915,013

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
WASTEWATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED JULY 31, 2021

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	$ 2,852,818	$ -	$ -	$ -
Assessments	557,053	557,052	-	557,052
SAD interest and penalties	99,017	102,512	-	102,512
Investment earnings	169,754	169,852	38	169,890
Investment earnings-debt proceeds	-	418,862	132	418,994
West Brunswick Regional WWTP Southport Contribution	2,630,000	-	-	-
Total revenues	6,308,642	1,248,278	170	1,248,448
Expenditures:				
WBRWWTF Expansion Southport	2,630,000	1,580,659	-	1,580,659
NEBRWWTP Expansion	45,714,971	36,134,721	-	36,134,721
NEBRWWTP East Transmission Main	3,616,997	3,180,855	-	3,180,855
NEBRWWTP WestTransmission Main	2,891,839	2,529,722	-	2,529,722
Ocean Ridge Reclaimed Water Main	115,800	45,100	-	45,100
Sea Trail WWTP	147,000	53,840	-	53,840
Navassa Watewater System Rehabilitation	2,852,818	15,000	-	15,000
Total expenditures	57,969,425	43,539,897	-	43,539,897
Revenues over (under) expenditures	(51,660,783)	(42,291,619)	170	(42,291,449)
Other Financing Sources (Uses):				
Long term debt issued	44,980,000	44,980,000	-	44,980,000
Bond premium	7,243,807	7,243,806	-	7,243,806
Transfer from wastewater fund	8,734,785	6,067,646	1,661,020	7,728,666
Transfer to wastewater fund	(8,998,274)	(8,668,274)	-	(8,668,274)
Future capital projects	(4,480,131)	-	-	-
Appropriated fund balance	4,180,596	-	-	-
Total other financing sources (uses)	51,660,783	49,623,178	1,661,020	51,284,198
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ 7,331,559	$ 1,661,190	$ 8,992,749

Cash and Investments

A Summary of Cash and Investments is presented on the Brunswick County Government website as of July 31, 2021. It reports that the County had $232.9 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus $180.6 million of capital project restricted cash from debt proceeds. All cash and investments are earning an average yield of 0.04%.

BRUNSWICK COUNTY
SUMMARY OF CASH AND INVESTMENTS
AS OF JULY 31, 2021

	Purchase Date	Maturity Date	Book Value	Total Book Value	% of Portfolio	Yield
Unrestricted Cash and Investments						
Checking & Petty Cash						
Petty Cash			$ 6,200			0.00%
BB&T			52,809,002			0.00%
Total Checking & Petty Cash				$ 52,815,202	13%	
Money Markets / Savings						
BB&T Money Rate Savings			88,541,694			0.07%
JP Morgan Chase Savings			10,001,038			0.05%
SunTrust Money Market			5,063,492			0.01%
Total Money Markets / Savings				$ 103,606,224	25%	
Certificates of Deposit / CDARS						
First Bank	3/28/21	9/28/22	21,223,895			0.30%
Total Certificates of Deposit / CDARS				$ 21,223,895	5%	
NC Capital Management Trust - Government Portfolio				$ 55,269,762	13%	0.01%
Total Unrestricted Cash and Investments				**$ 232,915,083**		
Restricted Cash and Investments						
Bond Proceeds & Debt Reserve Fund						
NC Capital Management Trust-Government Portfolio			$ 165,203,638		40%	0.01%
BB&T General Fund Restricted						
Restricted for Revaluation			214,566		0%	0.00%
Restricted for Holden Beach Debt			1,343,880		0%	0.00%
Restricted for ARP Funds			13,870,556		3%	0.00%
Total Restricted Cash and Investments				**$ 180,632,640**		
Grand Total All Cash and Investments				**$ 413,547,723**	**100%**	**0.04%**

Cash Balances:	
General Fund	**$ 103,074,993**
County Capital Reserve Fund	**27,207,867**
School Capital Projects Fund	**23,824,564**
Water Fund	**43,074,583**
Water Capital Reserve Fund	**1,506,812**
Wastewater Fund	**31,643,272**
Wastewater Capital Reserve Fund	**4,153,312**

Key Indicators of Revenues and Expenditures

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

County of Brunswick
Ad Valorem and Motor Vehicle Tax Revenues

PRIOR YEARS AD VALOREM TAX REVENUE

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	305,329	377,089	414,438	297,635	401,391		156,196	-61%	
Aug	324,296	420,293	345,102	270,439	176,083				
Sept	262,164	419,816	269,452	205,209	197,004				
Oct	208,607	207,830	315,241	168,570	168,939				
Nov	207,774	235,025	244,032	268,715	198,542				
Dec	46,595	203,220	412,058	190,359	287,344				
Jan	305,760	189,817	214,920	293,817	213,357				
Feb	427,181	337,199	258,244	317,056	263,765				
Mar	370,146	378,028	288,344	194,186	669,482				
Apr	296,216	307,480	155,194	168,582	502,933				
May	260,659	218,586	135,962	122,872	151,238				
June	490,189	257,695	167,843	155,982	136,142				
Total	3,504,916	3,552,078	3,220,830	2,653,422	3,366,220	2,200,000	156,196		7%

CURRENT YEAR AD VALOREM TAX REVENUE

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	141,121	5,141,356	7,655,126	8,464,387	11,426,822		15,056,407	32%	
Aug	15,853,299	14,003,220	13,213,303	15,145,908	14,811,590				
Sept	6,433,818	6,763,894	5,259,838	7,225,241	9,666,084				
Oct	9,896,672	17,631,294	10,487,256	12,078,923	6,344,889				
Nov	23,944,507	17,678,530	28,069,669	30,675,338	37,436,947				
Dec	24,416,021	20,728,131	19,916,780	28,966,741	28,595,685				
Jan	23,377,586	26,045,100	26,931,609	23,866,807	22,854,561				
Feb	2,086,134	2,100,604	2,490,412	2,522,834	2,696,145				
Mar	957,399	928,997	1,078,484	795,566	1,191,240				
Apr	466,309	533,520	572,320	440,218	643,060				
May	341,102	588,170	331,238	377,697	255,033				
June	560,206	396,426	261,232	387,011	251,167				
Total	108,474,174	112,539,242	116,267,267	130,946,671	136,173,223	138,383,158	15,056,407		11%

CURRENT YEAR MOTOR VEHICLE TAX REVENUE

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	603,858	611,857	671,914	735,512	865,948		-	-100%	
Aug	657,269	652,753	723,623	697,838	792,070				
Sept	579,331	542,846	448,121	540,459	837,937				
Oct	507,568	544,226	666,358	707,908	822,381				
Nov	471,246	499,198	576,498	706,266	633,461				
Dec	464,226	501,030	543,041	675,364	746,091				
Jan	523,460	557,142	685,653	729,042	785,852				
Feb	485,610	572,728	600,556	632,979	746,426				
Mar	654,797	631,825	665,643	668,762	895,846				
Apr	550,623	624,293	676,850	600,272	828,566				
May	595,819	634,860	709,996	640,499	763,799				
June	627,536	651,911	709,693	691,320	902,685				
Total	6,721,343	7,024,669	7,677,946	8,026,221	9,621,062	7,517,500	-		0%

County of Brunswick
Local Option Sales Tax Revenues

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

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	986,394	1,049,718	1,252,130	1,373,725	1,553,767		-	-100%	
Aug	1,224,865	1,289,737	1,329,792	1,425,459	1,612,392				
Sept	952,042	978,445	938,675	1,173,168	1,328,479				
Oct	752,088	864,937	680,715	734,132	1,191,688				
Nov	635,873	767,798	871,829	935,348	1,090,992				
Dec	626,293	698,356	576,321	790,721	1,048,030				
Jan	436,031	558,342	775,353	820,652	778,802				
Feb	613,865	613,581	755,861	773,827	1,049,687				
Mar	588,222	547,868	746,104	759,800	963,956				
Apr	815,552	800,559	917,784	910,261	1,396,420				
May	837,814	794,102	966,306	892,802	1,414,226				
June	833,600	910,785	1,041,564	1,186,228	1,535,496				
Total	9,302,639	9,874,229	10,852,434	11,776,122	14,963,935	13,189,257	-		0%

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

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	594,375	631,075	703,995	750,371	858,173		-	-100%	
Aug	517,985	596,047	601,502	712,368	808,739				
Sept	577,305	597,606	646,891	734,652	767,789				
Oct	551,928	614,008	639,392	704,618	813,391				
Nov	544,444	562,350	635,351	731,594	796,614				
Dec	583,254	636,108	692,311	725,423	832,617				
Jan	667,322	699,734	736,094	769,355	948,734				
Feb	477,316	527,845	561,192	627,025	800,730				
Mar	512,277	512,954	577,546	636,198	668,723				
Apr	625,842	658,044	749,898	721,696	959,211				
May	588,735	607,640	697,346	625,357	897,180				
June	550,848	660,846	722,096	717,955	895,965				
Total	6,791,631	7,304,257	7,963,614	8,456,612	10,047,866	9,471,405	-		0%

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

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	631,292	673,530	789,002	860,370	977,927		-	-100%	
Aug	711,398	766,949	788,633	868,474	986,372				
Sept	610,962	631,968	632,656	767,824	851,555				
Oct	514,766	588,455	517,955	565,888	808,230				
Nov	464,016	527,365	599,197	662,923	757,703				
Dec	471,285	522,056	488,465	597,475	750,922				
Jan	415,344	482,885	591,453	625,627	674,196				
Feb	430,959	448,839	522,450	556,763	742,219				
Mar	430,745	414,149	525,003	553,242	657,337				
Apr	569,042	575,072	658,475	650,981	947,531				
May	566,462	554,566	661,360	608,865	933,024				
June	551,091	622,799	701,865	769,351	987,088				
Total	6,367,362	6,808,632	7,476,514	8,087,784	10,074,104	9,058,318	-		0%

Note: Sales Taxes are 2 months behind in reporting.

County of Brunswick
Occupancy Tax Revenues

Occupancy Tax County and Municipal (104930-327000 and -327001)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	427,339	354,812	458,624	431,392	294,802		654	-100%	
Aug	281,756	302,684	78,606	242,265	468,661				
Sept	52,634	206,775	335,404	215,488	261,168				
Oct	105,459	41,724	71,490	71,643	117,150				
Nov	35,359	49,419	37,420	52,189	124,681				
Dec	29,523	25,730	52,499	40,899	41,634				
Jan	23,088	29,151	33,004	36,395	52,627				
Feb	21,918	31,404	36,711	40,439	75,053				
Mar	33,329	41,682	48,766	24,387	108,028				
Apr	75,775	80,581	60,920	19,599	148,504				
May	99,108	110,150	138,430	74,613	266,926				
June	273,477	320,356	376,807	418,691	377,840				
Total	1,458,765	1,594,467	1,728,681	1,667,999	2,337,074	1,850,000	654		0%

County of Brunswick
Water Fund Revenues

WATER RETAIL SALES REVENUE (617110-371316)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	474,405	469,373	505,818	591,725	523,514		638,302	22%	
Aug	585,205	598,346	550,056	600,391	670,354				
Sept	552,130	509,091	483,455	557,746	602,195				
Oct	455,542	436,731	468,436	505,182	545,696				
Nov	356,558	400,272	395,448	547,927	473,672				
Dec	358,875	401,470	360,250	412,440	448,165				
Jan	326,617	330,727	345,037	396,758	392,757				
Feb	322,884	424,539	344,991	383,230	399,325				
Mar	318,405	338,275	368,390	330,184	370,313				
Apr	317,943	323,228	295,003	349,132	377,533				
May	407,205	404,362	397,617	405,038	485,547				
June	481,962	458,544	576,215	457,978	672,352				
Total	4,957,731	5,094,958	5,090,716	5,537,731	5,961,423	7,500,000	638,302		9%

IRRIGATION REVENUE (617110-371319)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	274,655	303,891	272,157	499,622	377,696		594,454	57%	
Aug	391,161	364,814	318,911	553,720	382,832				
Sept	402,057	341,474	241,677	540,455	472,949				
Oct	312,823	245,944	316,475	468,263	425,114				
Nov	170,875	230,786	171,308	480,292	318,977				
Dec	79,215	194,433	137,776	288,809	236,541				
Jan	53,423	75,964	44,935	54,445	78,562				
Feb	17,281	42,193	12,900	21,440	51,705				
Mar	23,304	26,984	10,834	15,547	14,079				
Apr	33,613	25,042	20,209	25,833	25,970				
May	111,147	80,405	91,368	136,556	178,763				
June	294,456	171,484	547,092	179,548	747,018				
Total	2,164,010	2,103,414	2,185,642	3,264,530	3,310,206	3,500,000	594,454		17%

WATER WHOLESALE REVENUE (617110-371317)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	549,891	502,369	648,595	706,223	680,405		700,573	3%	
Aug	662,991	739,238	657,834	829,608	788,526				
Sept	593,390	580,350	714,447	714,837	656,650				
Oct	467,518	439,291	391,422	624,590	614,944				
Nov	315,869	468,542	452,905	597,115	547,120				
Dec	329,525	415,210	401,300	420,180	437,859				
Jan	271,848	461,637	300,896	378,791	378,543				
Feb	293,671	254,055	329,861	346,753	352,029				
Mar	257,119	297,083	304,562	320,726	322,327				
Apr	315,449	374,571	356,824	391,888	413,198				
May	381,741	399,036	442,050	463,838	577,579				
June	723,529	625,328	794,773	582,778	862,466				
Total	5,162,541	5,556,710	5,795,469	6,377,327	6,631,646	6,900,000	700,573		10%

County of Brunswick
Water Fund Revenues

WATER INDUSTRIAL REVENUE (617110-371318)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	193,363	171,810	220,490	189,253	182,261		132,784	-27%	
Aug	176,628	242,014	216,454	206,096	203,154				
Sept	177,912	227,218	234,523	206,417	175,903				
Oct	141,672	208,907	112,229	184,682	196,762				
Nov	153,071	213,605	190,551	215,263	196,202				
Dec	140,427	181,314	194,601	133,730	183,074				
Jan	156,917	209,780	129,208	75,047	195,035				
Feb	144,230	145,744	169,457	330,804	173,101				
Mar	163,680	162,151	160,850	125,412	160,942				
Apr	153,967	200,376	138,655	203,438	160,584				
May	125,676	182,242	171,195	187,763	144,910				
June	126,581	250,422	166,681	187,056	89,875				
Total	1,854,124	2,395,583	2,104,894	2,244,961	2,061,803	1,400,000	132,784		9%

WATER BASE SERVICE CHARGE REVENUE (617110-371308)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	470,153	487,562	504,765	525,317	546,494		575,137	5%	
Aug	475,932	489,608	507,711	524,696	459,642				
Sept	476,892	490,840	508,083	526,261	640,453				
Oct	476,516	493,066	512,632	528,995	553,211				
Nov	475,832	494,282	512,064	526,349	554,711				
Dec	477,375	495,252	513,738	529,100	553,984				
Jan	480,043	496,679	514,422	529,586	557,207				
Feb	481,021	498,450	515,996	525,462	561,584				
Mar	483,538	501,888	517,084	540,691	563,664				
Apr	482,955	500,982	518,320	536,522	563,388				
May	485,236	505,223	521,211	541,995	568,672				
June	506,112	522,511	542,329	565,179	600,089				
Total	5,771,605	5,976,343	6,188,355	6,400,153	6,723,099	7,900,000	575,137		7%

WATER TAPS AND CONNECTION REVENUE (617180-371305)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	79,919	83,631	98,990	92,524	104,217		153,239	47%	
Aug	73,809	104,621	97,268	83,810	136,856				
Sept	69,412	81,193	43,844	82,803	115,699				
Oct	60,061	91,599	86,568	94,890	112,961				
Nov	77,525	99,482	73,282	73,114	119,892				
Dec	59,843	54,196	61,096	83,464	95,350				
Jan	63,308	74,470	88,359	75,364	162,630				
Feb	88,268	65,659	111,682	140,452	99,798				
Mar	89,333	143,953	103,540	89,886	131,460				
Apr	76,900	79,001	120,681	55,484	197,615				
May	86,057	97,222	105,635	64,074	165,457				
June	88,308	88,973	106,785	64,804	244,050				
Prior Year's Adj				(160,000)					
Total	912,743	1,064,000	1,097,730	1,000,669	1,685,985	740,000	153,239		21%

County of Brunswick
Water Fund Revenues

WATER CAPITAL RECOVERY REVENUE (619100-371404)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	82,430	82,749	167,036	121,501	137,818		115,147	-16%	
Aug	87,643	120,522	155,663	85,320	103,863				
Sept	137,586	114,051	45,363	85,192	119,232				
Oct	53,152	83,126	89,233	187,338	100,884				
Nov	89,642	128,155	84,568	81,404	125,863				
Dec	49,323	40,491	65,826	98,693	141,178				
Jan	53,168	70,156	80,237	212,681	195,284				
Feb	80,368	43,033	108,298	126,263	152,086				
Mar	83,957	142,979	126,088	144,952	315,248				
Apr	191,678	78,156	136,336	54,925	247,599				
May	110,980	93,189	108,079	53,432	198,315				
June	89,349	111,500	112,809	173,356	296,071				
Total	1,109,276	1,108,107	1,279,536	1,425,057	2,133,441	688,000	115,147		17%

WATER TRANSMISSION LINE REVENUE (619800-371309)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	29,279	34,402	55,946	39,806	51,532		39,887	-23%	
Aug	24,946	42,390	39,850	31,354	39,432				
Sept	31,882	42,063	18,567	31,475	44,492				
Oct	26,858	33,713	35,876	65,131	38,196				
Nov	37,187	52,512	32,990	29,678	46,531				
Dec	25,429	23,427	25,114	36,150	47,704				
Jan	25,978	28,493	36,370	77,458	64,031				
Feb	35,550	24,480	44,692	58,888	51,372				
Mar	36,122	53,897	41,813	54,147	106,302				
Apr	28,496	33,669	50,545	23,926	83,656				
May	30,911	35,926	38,462	23,723	67,045				
June	29,625	40,209	40,830	63,536	99,226				
Total	362,263	445,181	461,055	535,272	739,519	232,000	39,887		17%

County of Brunswick
Wastewater Fund Revenues

WASTEWATER RETAIL SALES REVENUE (627210-371405)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	791,640	805,054	872,549	1,033,355	1,178,919		1,301,977	10%	
Aug	874,819	933,343	918,675	1,063,547	1,153,679				
Sept	837,178	835,710	889,327	1,038,172	1,143,466				
Oct	773,191	813,375	848,410	1,016,846	1,105,444				
Nov	735,391	792,739	834,354	1,120,192	1,062,364				
Dec	753,597	801,946	827,199	839,603	1,067,872				
Jan	739,484	778,549	823,964	982,576	1,028,993				
Feb	740,280	835,392	825,743	957,436	1,052,992				
Mar	747,301	776,766	823,196	939,142	1,058,857				
Apr	744,239	786,370	825,562	963,854	1,046,991				
May	765,249	826,002	940,447	968,081	1,084,887				
June	834,436	905,605	1,157,941	1,126,957	1,302,838				
Total	9,336,805	9,890,851	10,587,367	12,049,761	13,287,302	13,276,000	1,301,977		10%

WASTEWATER TAPS & CONNECTIONS REVENUE (627220-371402)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	76,350	108,000	216,000	227,406	262,361		301,000	15%	
Aug	152,000	133,000	202,100	158,000	199,361				
Sept	84,450	95,750	80,000	133,000	187,027				
Oct	95,775	185,275	156,000	221,000	151,600				
Nov	136,000	210,480	92,000	104,575	214,583				
Dec	109,000	84,000	131,900	252,000	267,888				
Jan	117,775	113,840	209,000	163,712	317,301				
Feb	164,450	97,250	121,000	236,980	306,000				
Mar	103,050	276,486	205,000	144,478	196,958				
Apr	104,000	168,614	156,000	195,285	409,525				
May	110,545	140,000	218,658	163,993	394,000				
June	189,500	132,000	224,000	109,800	283,084				
Total	1,442,895	1,744,695	2,011,658	2,110,229	3,189,688	1,800,000	301,000		17%

WASTEWATER CAPITAL RECOVERY REVENUE (629100-371404)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	185,127	219,750	452,432	262,301	403,076		535,573	33%	
Aug	131,836	402,208	287,165	242,580	324,206				
Sept	183,719	337,302	120,331	206,331	365,057				
Oct	205,927	268,123	269,318	548,140	294,779				
Nov	270,061	392,249	125,062	226,861	398,706				
Dec	154,451	186,084	173,249	261,012	363,938				
Jan	196,396	218,124	289,652	230,092	522,147				
Feb	214,802	134,813	320,135	405,333	372,289				
Mar	233,802	411,900	296,269	414,943	480,805				
Apr	210,136	271,541	355,535	158,173	621,016				
May	205,427	313,000	274,019	139,759	549,395				
June	214,635	259,250	276,101	168,900	865,519				
Total	2,406,319	3,414,344	3,239,268	3,264,425	5,560,933	600,000	535,573		89%

County of Brunswick
Wastewater Fund Revenues

WASTEWATER TRANSMISSION LINE FEES (629800-371309)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	60,709	69,520	149,044	86,684	130,012		184,673	42%	
Aug	44,611	104,289	90,413	73,566	101,360				
Sept	59,236	107,773	39,518	64,381	120,738				
Oct	66,644	75,363	86,302	180,566	94,263				
Nov	83,049	122,632	39,649	74,453	130,869				
Dec	47,819	52,692	54,696	91,528	119,197				
Jan	67,463	68,707	95,136	75,597	174,506				
Feb	68,932	49,027	104,837	199,392	124,639				
Mar	77,931	133,296	97,992	138,568	157,783				
Apr	61,376	83,511	121,059	51,437	205,472				
May	61,474	98,665	91,916	46,534	181,950				
June	68,211	78,581	88,282	60,775	274,391				
Total	767,455	1,044,056	1,058,844	1,143,481	1,815,180	200,000	184,673		92%

County of Brunswick
Water and Wastewater Number of Customers

NUMBER OF WATER RETAIL CUSTOMERS							
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	Change
July	38,912	40,199	41,676	42,979	44,682	47,397	270
Aug	39,036	40,345	41,855	43,169	45,244		
Sept	39,155	40,518	41,896	43,258	45,380		
Oct	39,238	40,581	41,973	43,338	45,517		
Nov	39,338	40,758	42,186	43,460	45,726		
Dec	39,466	40,908	42,291	43,632	45,914		
Jan	39,573	40,982	42,379	43,703	46,090		
Feb	39,690	41,094	42,466	44,122	46,277		
Mar	39,736	41,248	42,481	44,248	46,412		
Apr	39,894	41,365	42,647	44,345	46,675		
May	39,998	41,402	42,725	44,443	46,872		
June	40,101	41,557	42,934	44,583	47,127		
Average	39,511	40,913	42,292	43,773	45,993	47,397	270

NUMBER OF WASTEWATER RETAIL CUSTOMERS							
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	Change
July	15,862	16,695	17,861	18,822	19,904	21,611	137
Aug	15,878	16,758	17,925	18,930	20,383		
Sept	15,940	16,908	18,011	19,004	20,475		
Oct	16,014	17,017	18,023	19,040	20,569		
Nov	16,070	17,026	18,083	19,157	20,648		
Dec	16,157	17,193	18,145	19,215	20,758		
Jan	16,235	17,241	18,206	19,242	20,848		
Feb	16,295	17,300	18,331	19,551	21,009		
Mar	16,371	17,471	18,449	19,647	21,116		
Apr	16,506	17,549	18,681	19,721	21,199		
May	16,537	17,675	18,741	19,785	21,255		
June	16,579	17,719	18,816	19,825	21,474		
Average	16,204	17,213	18,273	19,328	20,803	21,611	137

COUNTY OF BRUNSWICK
NORTH CAROLINA

MONTHLY FINANCIAL STATEMENTS
(UNAUDITED)

FOR THE PERIOD ENDED AUGUST 31, 2021

COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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Monthly Financial Statements

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Summary Information for General and Enterprise Funds as of August 31, 2021:

General Fund:

- Total revenues for the General Fund are $40.5 million for an increase of $7.3 million or 21.8% over the same period in the prior year. The main reason for this is a $4.6 million increase in Ad Valorem collections, a $0.2 million increase in building inspections and permits, $0.6 million increase in in EMS charges due to growth in the County and a $0.8 million timing difference in school resource officer revenue. Total revenues collected are 17.9% of the amended budget for the fiscal year.
- Total expenditures for the General Fund are $41.6 million and are 18.4% of the current budget. Total expenditures are more than the expenditures of the same period in the prior year by $6.3 million or 18.0%. This is due to a $3.5 million increase in debt service for the first year of the 2020 GO Phase 2 School Debt and a $1.0 million timing difference in the worker's compensation payment.
- Net transfers to county capital projects of less than $6.9 million increased compared to no transfers of in the same period of the prior year.
- Revenues are less than expenditures and net transfers by $8.1 million for the current period end compared to less than by $2.1 million at the end of the same period of the prior year.

Water Fund:

- Total revenues for the Water Fund increased $0.4 million over the same period in the prior year to $5.9 million. This is a result of irrigation sales increase of 45.2% or $0.3 million over the same period in the prior year. Total revenues are 19.8% of the amended budget for the fiscal year.
- Total expenditures for the Water Fund are $3.7 million and are 14.3% of current budget. Expenditures remained consistent with the same period in the prior year.
- Net transfers to water capital projects of more than $0.7 million increased compared to no transfers to water capital projects in the same period of the prior year due to the increase in Pay Go spending of projects.
- Revenues are more than expenditures and net transfers by $1.5 million compared to more than by $1.8 million in the same period of the prior year.

Wastewater Fund:

- Total revenues for the Wastewater Fund increased $0.4 million over the same period in the prior year to $5.5 million. This is a result of capital recovery increase of 18.7% or $0.1 million and $0.2 million increase in retail sales over the same period in the prior year. Total revenues are 18.9% of the amended budget for the fiscal year.
- Total expenditures for the Wastewater Fund are $3.9 million and are 12.0% of the current budget. Expenditures increased 44.0% or $1.2 million over the same period in the prior year mainly due to $1.1 million increase in debt over the same period in the prior year. Debt service increased due to the early redemption of the 2021 maturity of the 2012B Enterprise Revenue Bonds saving the county $17.4 thousand.
- Net transfers to wastewater capital projects of $1.5 million increased compared to no transfers to wastewater capital projects in the same period of the prior year.
- Revenues are more than expenditures and net transfers by $0.1 million compared to more than by $2.4 million in the same period of the prior year.

COUNTY OF BRUNSWICK, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS
AUGUST 31, 2021

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents/investments	$ 115,618,317	$ 30,487,813	$ 20,747,126	$ 2,774,436	$ 169,627,692
Restricted cash and investments	1,558,457	-	30,446,381	13,870,556	45,875,394
Interest receivable	12,552	3,178	1,791	292	17,813
Taxes receivable - net	103,073,622	-	-	-	103,073,622
Receivables - net	2,262,655	-	-	-	2,262,655
Other governmental agencies	985,761	181,095	435,115	-	1,601,971
Due from other funds	83,163	-	-	-	83,163
Prepaid expenditures	64,000	-	-	-	64,000
Total assets	$ 223,658,527	$ 30,672,086	$ 51,630,413	$ 16,645,284	$ 322,606,310
Liabilities:					
Accounts payable and other liabilities	$ 6,642,720	$ 74,582	$ 1,432,287	$ 18,022	$ 8,167,611
Due to other funds	-	-	-	83,163	83,163
Total liabilities	6,642,720	74,582	1,432,287	101,185	8,250,774
Deferred Inflows of Resources:	103,888,876	-	-	-	103,888,876
Fund Balances:					
Nonspendable	64,000	-	-	-	64,000
Restricted:					
Stabilization by State Statute	14,593,199	-	-	292	14,593,491
Restricted - other	4,832,259	-	30,446,381	2,756,447	38,035,087
Committed	214,566	30,597,504	19,751,745	-	50,563,815
Assigned	3,349,236	-	-	13,787,360	17,136,596
Unassigned	90,073,671	-	-	-	90,073,671
Total fund balances	113,126,931	30,597,504	50,198,126	16,544,099	210,466,660
Total liabilities, deferred inflow of resources and fund balances	$ 223,658,527	$ 30,672,086	$ 51,630,413	$ 16,645,284	$ 322,606,310

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED AUGUST 31, 2021

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Revenues:					
Ad valorem taxes	$ 32,379,278	$ -	$ -	$ -	$ 32,379,278
Other taxes and licenses	1,804,136	-	-	-	1,804,136
Unrestricted intergovernmental revenues	36,897	-	-	-	36,897
Restricted intergovernmental revenues	1,911,699	-	-	13,874,213	15,785,912
Permits and fees	1,078,157	-	-	43,998	1,122,155
Sales and services	2,952,772	-	-	-	2,952,772
Investment earnings	9,423	2,990	2,392	276	15,081
Other	292,980	-	-	-	292,980
Total revenues	40,465,342	2,990	2,392	13,918,487	54,389,211
Expenditures:					
Current:					
General government	2,739,390	-	-	72,937	2,812,327
Public safety	8,865,481	-	-	112,527	8,978,008
Central services	4,394,920	-	-	-	4,394,920
Human services	4,612,082	-	-	-	4,612,082
Transportation	40,250	11,772	-	-	52,022
Environmental protection	3,107,025	-	-	86	3,107,111
Culture and recreation	784,986	3,900	-	-	788,886
Economic and physical development	1,203,062	-	-	-	1,203,062
Education	8,827,468	-	668,605	-	9,496,073
Debt Service:					
Principal retirement	4,590,000	-	-	-	4,590,000
Interest and fiscal charges	2,479,480	-	-	-	2,479,480
Total expenditures	41,644,144	15,672	668,605	185,550	42,513,971
Revenues over (under) expenditures	(1,178,802)	(12,682)	(666,213)	13,732,937	11,875,240
Other Financing Sources (Uses):					
Transfers from other funds	-	547,741	6,340,995	-	6,888,736
Transfers to other funds	(6,888,736)	-	-	-	(6,888,736)
Total other financing sources (uses)	(6,888,736)	547,741	6,340,995	-	-
Net change in fund balance	(8,067,538)	535,059	5,674,782	13,732,937	11,875,240
Fund balance, beginning of year	121,194,469	30,062,445	44,523,344	2,811,162	198,591,420
Fund balance, end of year	$ 113,126,931	$ 30,597,504	$ 50,198,126	$ 16,544,099	$ 210,466,660

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND
FOR THE PERIOD ENDED AUGUST 31, 2021

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad valorem taxes	$ 148,800,658	$ 148,800,658	$ 32,379,278	$ (116,421,380)
Local option sales taxes	31,718,980	31,718,980	-	(31,718,980)
Other taxes and licenses	5,245,000	5,245,000	1,804,136	(3,440,864)
Unrestricted intergovernmental revenues	2,710,000	2,710,000	36,897	(2,673,103)
Restricted intergovernmental revenues	15,654,560	17,544,596	1,911,699	(15,632,897)
Permits and fees	4,966,110	4,966,110	1,078,157	(3,887,953)
Sales and services	13,423,392	13,429,392	2,952,772	(10,476,620)
Investment earnings	100,275	100,275	9,423	(90,852)
Other	1,186,332	1,355,093	292,980	(1,062,113)
Total revenues	223,805,307	225,870,104	40,465,342	(185,404,762)
Expenditures:				
Current:				
General government	14,786,186	14,624,186	2,739,390	11,884,796
Central services	19,256,727	19,897,651	4,394,920	15,502,731
Public safety	55,189,599	57,340,079	8,865,481	48,474,598
Transportation	161,000	161,000	40,250	120,750
Environmental protection	19,272,998	19,181,159	3,107,025	16,074,134
Economic and physical development	8,641,052	9,714,141	1,203,062	8,511,079
Human services	29,155,754	30,983,147	4,612,082	26,371,065
Education	53,314,798	53,314,798	8,827,468	44,487,330
Culture and recreation	5,413,060	5,563,052	784,986	4,778,066
Debt Service:				
Principal retirement	10,980,001	10,980,001	4,590,000	6,390,001
Interest and fiscal charges	4,966,876	4,966,876	2,479,480	2,487,396
Total expenditures	221,138,051	226,726,090	41,644,144	185,081,946
Revenues over (under) expenditures	2,667,256	(855,986)	(1,178,802)	(322,816)
Other Financing Sources (Uses):				
Transfers to other funds	(6,888,736)	(6,888,736)	(6,888,736)	-
Appropriated fund balance	4,221,480	7,744,722	-	(7,744,722)
Total other financing sources (uses)	(2,667,256)	855,986	(6,888,736)	(7,744,722)
Net change in fund balances	$ -	$ -	(8,067,538)	$ (8,067,538)
Fund balance, beginning of year			121,194,469	
Restated				
Fund balance, beginning, as restated			121,194,469	
Fund balance, end of year			$ 113,126,931	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED AUGUST 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	August 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	August 31, 2020
Revenues:							
Ad Valorem Taxes:							
Current year taxes	$145,900,658	$145,900,658	$ 31,984,262	$ (113,916,396)	22%	$ 145,794,285	$ 27,104,360
Prior year taxes	2,200,000	2,200,000	279,296	(1,920,704)	13%	3,366,220	577,474
Penalties and interest	700,000	700,000	115,720	(584,280)	17%	1,082,975	104,515
	148,800,658	148,800,658	32,379,278	(116,421,380)	22%	150,243,480	27,786,349
Local Option Sales Taxes:							
Article 39 (1%)	13,189,257	13,189,257	-	(13,189,257)	0%	14,963,939	-
Article 40 (1/2%)	9,471,405	9,471,405	-	(9,471,405)	0%	10,047,866	-
Article 42 (1/2%)	9,058,318	9,058,318	-	(9,058,318)	0%	10,074,104	-
	31,718,980	31,718,980	-	(31,718,980)	0%	35,085,909	-
Other Taxes and Licenses:							
Scrap tire disposal fee	180,000	180,000	-	(180,000)	0%	150,464	-
Deed stamp excise tax	3,100,000	3,100,000	1,442,766	(1,657,234)	47%	7,909,198	1,326,687
Solid waste tax	60,000	60,000	-	(60,000)	0%	68,361	-
White goods disposal tax	55,000	55,000	-	(55,000)	0%	56,098	-
1% Occupancy Tax	1,850,000	1,850,000	361,370	(1,488,630)	20%	2,337,074	295,015
	5,245,000	5,245,000	1,804,136	(3,440,864)	34%	10,521,195	1,621,702
Unrestricted Intergovernmental:							
Medicaid hold harmless	2,000,000	2,000,000	-	(2,000,000)	0%	6,238,454	-
Beer and wine tax	250,000	250,000	-	(250,000)	0%	300,219	-
Jail fees	460,000	460,000	36,897	(423,103)	8%	539,398	64,631
	2,710,000	2,710,000	36,897	(2,673,103)	1%	7,078,071	64,631
Restricted Intergovernmental:							
State and federal grant	15,382,060	17,272,096	1,845,801	(15,426,295)	11%	21,351,937	1,538,452
State Aid to Libraries	145,000	145,000	25,398	(119,602)	18%	152,730	24,746
Court facility fees	110,000	110,000	12,562	(97,438)	11%	121,970	10,588
Payments in lieu of taxes	-	-	-	-	na	6,050	-
ABC education requirement	-	-	2,224	2,224	na	2,154	-
ABC law enforcement services	10,000	10,000	-	(10,000)	0%	13,043	-
State drug tax	7,500	7,500	25,714	18,214	343%	52,616	3,026
	15,654,560	17,544,596	1,911,699	(15,632,897)	11%	21,700,500	1,576,812
Permits and Fees:							
Blding inspections and permits	2,861,000	2,861,000	745,554	(2,115,446)	26%	3,973,907	493,897
Recording fees	800,000	800,000	210,474	(589,526)	26%	1,300,198	213,060
Fire inspection fees	200,000	200,000	31,005	(168,995)	16%	218,774	26,618
Concealed handgun permit	250,000	250,000	31,020	(218,980)	12%	382,794	37,719
Other permit and fees	855,110	855,110	60,104	(795,006)	7%	906,219	58,992
	4,966,110	4,966,110	1,078,157	(3,887,953)	22%	6,781,892	830,286
Sales and Services:							
Solid waste fees	2,600,000	2,600,000	515,953	(2,084,047)	20%	3,477,371	387,927
School resource officer reimb.	1,601,476	1,593,626	800,738	(792,888)	50%	1,570,071	-
Rents	15,000	15,000	2,322	(12,678)	15%	13,930	2,322
EMS Charges	5,100,000	5,100,000	1,095,929	(4,004,071)	21%	5,195,662	443,469
Public health user fees	944,950	944,950	257,339	(687,611)	27%	1,368,638	152,005
Sheriff animal prot. serv. fees	98,500	98,500	15,479	(83,021)	16%	93,282	16,857
Social services fees	78,700	78,700	8,229	(70,471)	10%	59,288	9,440
Public housing fees	16,300	16,300	369	(15,931)	2%	3,077	476
Tax collection fees	280,000	280,000	32,422	(247,578)	12%	318,152	21,120
Other sales and services	1,984,406	1,998,256	79,531	(1,918,725)	4%	2,098,204	109,651
Register of deeds	344,510	344,510	74,258	(270,252)	22%	428,066	72,262

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED AUGUST 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	August 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	August 31, 2020
Sales and Services (continued):							
Marriage licenses	52,200	52,200	11,345	(40,855)	22%	56,841	10,654
Recreation services	307,350	307,350	58,858	(248,492)	19%	89,183	3,025
	13,423,392	13,429,392	2,952,772	(10,476,620)	22%	14,771,765	1,229,208
Investment earnings	100,275	100,275	9,423	(90,852)	9%	80,630	15,486
Other:							
ABC bottles taxes	45,000	45,000	7,477	(37,523)	17%	81,640	8,715
Cnty Brd of Alcohol Control	24,000	24,000	-	(24,000)	0%	30,000	-
Contributions	9,000	14,220	16,548	2,328	116%	116,784	8,257
Other revenues	1,108,332	1,271,873	268,955	(1,002,918)	21%	3,938,919	71,661
	1,186,332	1,355,093	292,980	(1,062,113)	22%	4,167,343	88,633
Total revenues	223,805,307	225,870,104	40,465,342	(185,404,762)	18%	250,430,785	33,213,107
Expenditures:							
General Government:							
Governing Body:							
Salaries	195,066	195,066	50,312	144,754	26%	189,464	36,448
Fringe benefits	76,260	76,260	13,071	63,189	17%	55,331	9,775
Operating costs	70,850	70,850	16,472	54,378	23%	32,707	16,086
	342,176	342,176	79,855	262,321	23%	277,502	62,309
County Administration:							
Salaries	740,299	740,299	163,636	576,663	22%	669,217	124,972
Fringe benefits	231,509	231,509	47,006	184,503	20%	199,287	37,109
Operating costs	48,554	48,554	27,569	20,985	57%	46,021	2,338
	1,020,362	1,020,362	238,211	782,151	23%	914,525	164,419
Human Resources:							
Salaries	363,674	363,674	78,742	284,932	22%	339,421	65,844
Fringe benefits	129,468	129,468	25,303	104,165	20%	120,060	22,103
Operating costs	11,650	11,650	644	11,006	6%	4,876	551
	504,792	504,792	104,689	400,103	21%	464,357	88,498
Communications:							
Salaries	118,792	118,792	10,945	107,847	9%	-	-
Fringe benefits	46,111	46,111	3,730	42,381	8%	-	-
Operating costs	82,035	82,035	2,300	79,735	3%	-	-
	246,938	246,938	16,975	229,963	7%	-	-
Finance:							
Salaries	968,207	968,207	188,348	779,859	19%	903,580	175,172
Fringe benefits	347,282	347,282	62,377	284,905	18%	305,634	57,090
Operating costs	573,225	573,225	328,823	244,402	57%	449,470	79,664
	1,888,714	1,888,714	579,548	1,309,166	31%	1,658,684	311,926
Tax Administration:							
Salaries	2,688,430	2,688,430	488,524	2,199,906	18%	2,448,067	475,619
Fringe benefits	1,072,276	1,072,276	184,406	887,870	17%	965,052	177,110
Operating costs	1,080,485	1,080,485	215,014	865,471	20%	875,946	194,469
	4,841,191	4,841,191	887,944	3,953,247	18%	4,289,065	847,198

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED AUGUST 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	August 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	August 31, 2020
County Attorney:							
Salaries	424,569	424,569	85,580	338,989	20%	416,647	83,876
Fringe benefits	137,615	137,615	26,342	111,273	19%	127,666	24,748
Operating costs	151,450	151,450	5,732	145,718	4%	52,168	4,678
	713,634	713,634	117,654	595,980	16%	596,481	113,302
Court Facilities:							
Operating costs	274,936	274,936	13,428	261,508	5%	177,361	18,312
Board of Elections:							
Salaries	702,664	702,664	67,153	635,511	10%	864,924	64,435
Fringe benefits	160,553	160,553	23,930	136,623	15%	148,583	19,839
Operating costs	286,987	286,987	12,804	274,183	4%	359,566	5,029
	1,150,204	1,150,204	103,887	1,046,317	9%	1,373,073	89,303
Register of Deeds:							
Salaries	749,245	749,245	129,765	619,480	17%	654,767	129,691
Fringe benefits	337,070	337,070	51,337	285,733	15%	293,209	52,303
Operating costs	2,016,924	2,016,924	416,097	1,600,827	21%	4,347,293	373,232
Capital outlay	-	-	-	-	na	29,454	-
	3,103,239	3,103,239	597,199	2,506,040	19%	5,324,723	555,226
Contingency:							
Operating Costs	700,000	538,000	-	538,000	0%	-	-
Total general government	14,786,186	14,624,186	2,739,390	11,884,796	19%	15,075,771	2,250,493
Central Services:							
Information Technology:							
Salaries	1,315,513	1,315,513	234,092	1,081,421	18%	1,163,698	227,142
Fringe benefits	474,782	474,782	79,114	395,668	17%	399,503	73,847
Operating costs	1,681,300	1,772,122	160,415	1,611,707	9%	1,111,739	123,782
Capital outlay	24,000	24,000	-	24,000	0%	96,271	-
	3,495,595	3,586,417	473,621	3,112,796	13%	2,771,211	424,771
Fleet Services:							
Salaries	714,600	714,600	129,824	584,776	18%	684,393	135,910
Fringe benefits	294,249	294,249	49,455	244,794	17%	270,912	50,671
Operating costs	319,129	319,129	(187,947)	507,076	-59%	334,222	(121,319)
Capital outlay	-	399,260	-	399,260	0%	86,736	-
	1,327,978	1,727,238	(8,668)	1,735,906	-1%	1,376,263	65,262
Engineering:							
Salaries	481,590	481,590	91,725	389,865	19%	463,069	88,108
Fringe benefits	168,716	168,716	30,523	138,193	18%	157,068	28,635
Operating costs	32,975	69,866	14,432	55,434	21%	162,185	4,303
	683,281	720,172	136,680	583,492	19%	782,322	121,046
Operation Services:							
Salaries	2,368,103	2,368,103	436,697	1,931,406	18%	2,238,716	457,624
Fringe benefits	1,056,851	1,056,851	176,013	880,838	17%	966,100	179,018
Operating costs	3,633,683	3,697,634	326,207	3,371,427	9%	3,090,250	372,934
Capital outlay	293,000	343,000	-	343,000	0%	226,280	-
	7,351,637	7,465,588	938,917	6,526,671	13%	6,521,346	1,009,576

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED AUGUST 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	August 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	August 31, 2020
Non-departmental:							
Fringe benefits	6,021,158	6,021,158	1,860,113	4,161,045	31%	5,696,954	833,410
Operating costs	377,078	377,078	994,257	(617,179)	264%	294,482	983,224
	6,398,236	6,398,236	2,854,370	3,543,866	45%	5,991,436	1,816,634
Total central services	19,256,727	19,897,651	4,394,920	15,502,731	22%	17,442,578	3,437,289
Public Safety:							
District Attorney:							
Operating costs	53,000	53,000	1,077	51,923	2%	20,886	358
Sheriff:							
Salaries	11,592,681	11,598,681	2,247,357	9,351,324	19%	11,010,834	2,141,593
Fringe benefits	4,390,822	4,390,822	779,546	3,611,276	18%	3,988,151	723,331
Operating costs	3,073,394	3,526,621	445,405	3,081,216	13%	2,928,027	367,919
Capital outlay	1,196,955	1,394,457	44,255	1,350,202	3%	1,173,204	244,631
	20,253,852	20,910,581	3,516,563	17,394,018	17%	19,100,216	3,477,474
Detention Center:							
Salaries	5,569,791	5,569,791	927,930	4,641,861	17%	4,774,415	862,437
Fringe benefits	2,271,624	2,271,624	348,362	1,923,262	15%	1,855,402	321,710
Operating costs	3,318,358	3,341,997	523,971	2,818,026	16%	2,709,348	423,435
Capital outlay	188,139	228,562	-	228,562	0%	107,353	-
	11,347,912	11,411,974	1,800,263	9,611,711	16%	9,446,518	1,607,582
Emergency Medical:							
Salaries	7,104,840	7,104,840	1,227,840	5,877,000	17%	6,400,504	1,209,082
Fringe benefits	2,573,198	2,573,198	416,389	2,156,809	16%	2,228,571	396,186
Operating costs	2,121,385	2,133,813	384,290	1,749,523	18%	2,083,217	328,262
Capital outlay	1,693,500	2,300,245	-	2,300,245	0%	262,034	65,383
	13,492,923	14,112,096	2,028,519	12,083,577	14%	10,974,326	1,998,913
Emergency Management:							
Salaries	272,999	272,999	51,150	221,849	19%	266,941	52,520
Fringe benefits	92,174	92,174	15,195	76,979	16%	84,156	14,895
Operating costs	545,075	557,075	43,928	513,147	8%	488,770	48,411
Capital outlay	137,300	137,300	-	137,300	0%	5,334	-
	1,047,548	1,059,548	110,273	949,275	10%	845,201	115,826
Other Agencies:							
Fire districts	60,000	60,000	15,000	45,000	25%	60,000	15,000
Rescue Squads	331,800	331,800	3,575	328,225	1%	322,800	-
	391,800	391,800	18,575	373,225	5%	382,800	15,000
Building Inspections and Central Permitting							
Salaries	1,999,581	1,999,581	392,308	1,607,273	20%	1,760,876	330,033
Fringe benefits	749,702	749,702	132,990	616,712	18%	619,581	111,227
Operating costs	167,500	684,140	24,406	659,734	4%	128,360	16,211
Capital outlay	43,000	80,000	-	80,000	0%	59,991	(2)
	2,959,783	3,513,423	549,704	2,963,719	16%	2,568,808	457,469

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED AUGUST 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	August 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	August 31, 2020
Fire Inspections							
Salaries	407,511	407,511	78,003	329,508	19%	379,345	70,918
Fringe benefits	149,006	149,006	22,311	126,695	15%	116,578	21,100
Operating costs	51,356	51,356	6,198	45,158	12%	61,437	10,590
Capital outlay	12,000	12,000	-	12,000	0%	36,267	-
	619,873	619,873	106,512	513,361	17%	593,627	102,608
Central Communications:							
Salaries	2,121,774	2,121,774	345,405	1,776,369	16%	1,768,119	329,898
Fringe benefits	838,242	838,242	128,601	709,641	15%	686,836	120,347
Operating costs	619,520	619,520	38,643	580,877	6%	446,376	23,387
Capital outlay	213,911	380,527	-	380,527	0%	194,830	27,256
	3,793,447	3,960,063	512,649	3,447,414	13%	3,096,161	500,888
Animal Protective Services:							
Salaries	608,380	608,380	126,241	482,139	21%	611,377	115,804
Fringe benefits	249,123	249,123	47,577	201,546	19%	241,044	43,608
Operating costs	321,958	400,970	47,528	353,442	12%	217,740	24,185
Capital outlay	50,000	49,248	-	49,248	0%	33,253	-
	1,229,461	1,307,721	221,346	1,086,375	17%	1,103,414	183,597
Total public safety	55,189,599	57,340,079	8,865,481	48,474,598	15%	48,131,957	8,459,715
Transportation:							
Cape Fear Regional Jetport	111,000	111,000	27,750	83,250	25%	111,000	27,750
Odell Williamson Mun. Air.	50,000	50,000	12,500	37,500	25%	27,500	6,875
Total transportation	161,000	161,000	40,250	120,750	25%	138,500	34,625
Environmental Protection:							
Solid Waste:							
Salaries	416,216	416,216	70,016	346,200	17%	359,300	77,107
Fringe benefits	178,623	178,623	26,770	151,853	15%	148,002	28,986
Operating costs	18,371,550	18,279,711	3,010,239	15,269,472	16%	18,527,744	2,895,603
Capital outlay	36,500	36,500	-	36,500	0%	224,830	-
	19,002,889	18,911,050	3,107,025	15,804,025	16%	19,259,876	3,001,696
Other:							
Forestry services	270,109	270,109	-	270,109	0%	245,902	-
Total environmental protection	19,272,998	19,181,159	3,107,025	16,074,134	16%	19,505,778	3,001,696
Economic Development:							
Community Enforcement:							
Salaries	185,248	185,248	34,995	150,253	19%	150,565	17,478
Fringe benefits	79,501	79,501	14,024	65,477	18%	60,950	6,767
Operating costs	17,840	17,840	1,982	15,858	11%	13,338	291
Capital outlay	32,000	32,000	-	32,000	0%	-	-
	314,589	314,589	51,001	263,588	16%	224,853	24,536
Planning:							
Salaries	512,964	512,964	107,741	405,223	21%	483,307	96,371
Fringe benefits	193,589	193,589	36,302	157,287	19%	175,107	33,231
Operating costs	264,150	264,150	41,553	222,597	16%	260,491	36,732
	970,703	970,703	185,596	785,107	19%	918,905	166,334

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED AUGUST 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	August 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	August 31, 2020
Cooperative Extension:							
Salaries	321,660	362,498	28,489	334,009	8%	300,897	26,659
Fringe benefits	155,016	158,140	9,728	148,412	6%	125,904	8,374
Operating costs	140,845	160,008	16,954	143,054	11%	170,679	4,594
Capital outlay	90,000	90,000	-	90,000	0%	7,571	-
	707,521	770,646	55,171	715,475	7%	605,051	39,627
Soil and Water Conservation:							
Salaries	151,302	151,302	29,125	122,177	19%	177,544	32,662
Fringe benefits	62,628	62,628	11,320	51,308	18%	65,779	11,759
Operating costs	17,950	18,425	1,204	17,221	7%	12,296	201
Capital outlay	28,000	28,000	-	28,000	0%	-	-
	259,880	260,355	41,649	218,706	16%	255,619	44,622
Public Housing Section 8:							
Salaries	179,878	179,878	34,186	145,692	19%	156,687	18,461
Fringe benefits	78,718	78,718	13,844	64,874	18%	63,454	7,138
Operating costs	2,111,183	2,204,194	341,495	1,862,699	15%	2,043,166	328,682
	2,369,779	2,462,790	389,525	2,073,265	16%	2,263,307	354,281
1% Occupancy Tax:							
Operating costs	1,850,000	1,850,000	361,370	1,488,630	20%	2,337,073	295,015
Other Economic Development:							
Contracted Services	149,700	149,700	-	149,700	na	23,325	-
Holden Beach Special Obligation Bond	1,343,880	1,343,880	-	1,343,880	0%	-	-
Lockwood Folly & Shallotte Dredging	-	270,045	-	270,045	0%	494,343	-
Reserve for shoreline	200,000	346,433	-	346,433	0%	-	-
Brunswick Busines & Industry Development	475,000	575,000	118,750	456,250	21%	425,000	106,250
Access Road Ec. Dv. Proj.	-	400,000	-	400,000	0%	-	-
	2,168,580	3,085,058	118,750	2,966,308	4%	942,668	106,250
Total economic development	8,641,052	9,714,141	1,203,062	8,511,079	12%	7,547,476	1,030,665
Human Services:							
Health:							
Administration:							
Salaries	2,624,201	2,624,201	516,365	2,107,836	20%	2,128,499	491,218
Fringe benefits	1,388,231	1,388,231	250,541	1,137,690	18%	1,306,112	249,859
Operating costs	405,700	427,142	14,999	412,143	4%	279,939	12,874
Capital outlay	-	71,488	2,088	69,400	3%	25,527	-
	4,418,132	4,511,062	783,993	3,727,069	17%	3,740,077	753,951
Communicable Diseases:							
Operating costs	414,957	414,957	40,366	374,591	10%	367,227	91,675
Adult Health Maintenance:							
Operating costs	263,055	272,100	7,263	264,837	3%	1,032,759	5,924

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED AUGUST 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	August 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	August 31, 2020
Senior Health							
Salaries	52,000	52,000	9,910	42,090	19%	39,807	-
Fringe benefits	21,259	21,259	3,821	17,438	18%	14,875	-
Operating costs	4,985	4,985	523	4,462	10%	1,754	501
	78,244	78,244	14,254	63,990	18%	56,436	501
Maternal and Child Health:							
Salaries	388,887	388,887	70,708	318,179	18%	352,333	59,020
Fringe benefits	172,098	172,098	28,381	143,717	16%	151,954	24,139
Operating costs	594,250	604,387	65,392	538,995	11%	444,365	63,199
	1,155,235	1,165,372	164,481	1,000,891	14%	948,652	146,358
Environmental Health:							
Salaries	1,339,700	1,339,700	249,590	1,090,110	19%	1,285,709	232,662
Fringe benefits	497,881	497,881	86,775	411,106	17%	460,867	80,059
Operating costs	144,900	1,324,493	132,721	1,191,772	10%	969,738	43,084
Capital outlay	17,128	17,128	-	17,128	0%	244,218	-
	1,999,609	3,179,202	469,086	2,710,116	15%	2,960,532	355,805
Total health	8,329,232	9,620,937	1,479,443	8,141,494	15%	9,105,683	1,354,214
Veterans' Services:							
Salaries	152,773	152,773	29,286	123,487	19%	141,152	25,005
Fringe benefits	62,985	62,985	11,336	51,649	18%	57,800	9,670
Operating costs	37,951	40,951	7,552	33,399	18%	14,468	6,768
Total veterans' services	253,709	256,709	48,174	208,535	19%	213,420	41,443
Social Services:							
Administration:							
Salaries	8,148,758	8,328,758	1,442,774	6,885,984	17%	7,236,249	1,426,406
Fringe benefits	3,992,988	4,065,628	662,578	3,403,050	16%	3,478,156	650,234
Operating costs	2,992,551	3,027,551	273,182	2,754,369	9%	3,081,107	181,549
Capital outlay	150,000	150,000	-	150,000	0%	83,343	-
	15,284,297	15,571,937	2,378,534	13,193,403	15%	13,878,855	2,258,189
Other Operating Costs:							
Medical assistance	20,000	20,000	-	20,000	0%	5,630	1,045
Aid to the blind	4,100	4,100	-	4,100	0%	4,100	-
Adoption assistance	250,000	250,000	28,932	221,068	12%	169,448	28,510
Special assistance	425,000	415,000	43,834	371,166	11%	272,019	44,975
Foster care	600,000	600,000	57,809	542,191	10%	592,306	43,920
State foster home	800,000	800,000	58,732	741,268	7%	724,210	56,889
Special assistance	27,121	27,121	5,737	21,384	21%	23,604	2,200
Day care	23,000	23,000	-	23,000	0%	4,207	-
Special child adopt. assistance	-	75,687	-	75,687	0%	5,959	715
	2,149,221	2,214,908	195,044	2,019,864	9%	1,801,483	178,254
Total social services	17,433,518	17,786,845	2,573,578	15,213,267	14%	15,680,338	2,436,443

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED AUGUST 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	August 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	August 31, 2020
Other Human Services:							
Trillium Health Resources	250,443	250,443	-	250,443	0%	250,443	-
Brunswick Senior Resources	2,888,852	2,888,852	481,476	2,407,376	17%	2,713,739	452,290
Other human services	-	179,361	29,411	149,950	16%	211,238	29,061
	3,139,295	3,318,656	510,887	2,807,769	15%	3,175,420	481,351
Total human services	29,155,754	30,983,147	4,612,082	26,371,065	15%	28,174,861	4,313,451
Education:							
Public schools	47,523,253	47,523,253	7,920,542	39,602,711	17%	46,096,535	7,682,756
Public schools - capital outlay	996,991	996,991	166,166	830,825	17%	967,060	161,176
Pub. sch.-fines and forfeitures	-	-	-	-	na	299,765	-
Community college	4,438,054	4,438,054	681,344	3,756,710	15%	4,354,069	664,794
Community college - cap. out.	356,500	356,500	59,416	297,084	17%	295,343	49,224
Total education	53,314,798	53,314,798	8,827,468	44,487,330	17%	52,012,772	8,557,950
Culture and Recreation:							
Parks and Recreation:							
Administration:							
Salaries	734,565	734,565	136,830	597,735	19%	571,044	117,854
Fringe benefits	222,930	222,930	38,190	184,740	17%	190,075	37,180
Operating costs	714,744	726,744	67,453	659,291	9%	380,468	57,320
Capital outlay	569,000	569,000	-	569,000	0%	168,930	-
	2,241,239	2,253,239	242,473	2,010,766	11%	1,310,517	212,354
Maintenance:							
Salaries	805,274	805,274	149,703	655,571	19%	684,841	141,877
Fringe benefits	338,793	338,793	57,290	281,503	17%	286,792	55,560
Operating costs	461,600	599,592	77,433	522,159	13%	367,738	38,536
Capital outlay	108,000	108,000	-	108,000	0%	66,054	-
	1,713,667	1,851,659	284,426	1,567,233	15%	1,405,425	235,973
Total Parks and Recreation	3,954,906	4,104,898	526,899	3,577,999	13%	2,715,942	448,327
Brunswick County Library:							
Salaries	840,024	840,024	161,798	678,226	19%	777,644	150,753
Fringe benefits	367,930	367,930	62,420	305,510	17%	322,420	58,625
Operating costs	250,200	250,200	33,869	216,331	14%	213,176	30,821
	1,458,154	1,458,154	258,087	1,200,067	18%	1,313,240	240,199
Total culture and recreation	5,413,060	5,563,052	784,986	4,778,066	14%	4,029,182	688,526
Debt Service:							
Principal retirement	10,980,001	10,980,001	4,590,000	6,390,001	42%	12,305,000	2,500,000
Interest and fees	4,966,876	4,966,876	2,479,480	2,487,396	50%	3,240,524	1,027,510
Total debt service	15,946,877	15,946,877	7,069,480	8,877,397	44%	15,545,524	3,527,510
Total expenditures	221,138,051	226,726,090	41,644,144	185,081,946	18%	207,604,399	35,301,920
Revenues over (under) expenditures	2,667,256	(855,986)	(1,178,802)	(322,816)		42,826,386	(2,088,813)

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED AUGUST 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	August 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	August 31, 2020
Transfers To Other Funds:							
Transfer to county capital projects fund	(547,741)	(547,741)	(547,741)	-	100%	(10,000,000)	-
Transfer to grant projects funds	-	-	-	-	na	(300,000)	-
Transfer to emergency telephone system fund	-	-	-	-	na	(145,288)	-
Transfer to school capital projects fund	(6,340,995)	(6,340,995)	(6,340,995)	-	100%	(8,731,926)	-
	(6,888,736)	(6,888,736)	(6,888,736)	-	100%	(19,177,214)	-
Budgetary Financing Sources (Uses):							
Appropriated fund balance	4,221,480	7,744,722	-	(7,744,722)	0%	-	-
Total other financing sources (uses)	(2,667,256)	855,986	(6,888,736)	(7,744,722)		(19,177,214)	-
Net change in fund balance	$ -	$ -	(8,067,538)	$ (8,067,538)		23,649,172	(2,088,813)
Fund balance, beginning of year			121,194,469			97,026,999	97,026,999
Restated			-			518,298	-
Fund balance, beginning, as restated			121,194,469			97,545,297	97,026,999
Fund balance, end of year			$113,126,931			$ 121,194,469	$ 94,938,186

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - COUNTY CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED AUGUST 31, 2021

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental-NC Dept. of Transportation	$ 25,888,920	$ 22,256,218	$ -	$ 22,256,218
Restricted intergovernmental-NC Parks & Rec. Trust Fund	750,500	300,000	-	300,000
CARES Act	92,000	92,000	-	92,000
Investment earnings	841,170	852,789	2,990	855,779
Performance bonds	290,876	290,876	-	290,876
Other	350,000	349,240	-	349,240
Total revenues	28,213,466	24,141,123	2,990	24,144,113
Expenditures:				
General Government:				
Court House Renovation	14,076,237	11,338,650	-	11,338,650
Future Capital Projects	10,000,000	-	-	-
	24,076,237	11,338,650	-	11,338,650
Environmental protection:				
Landfill Transfer Station	337,000	282,024	-	282,024
Future Capital Projects	15,351,735	-	-	-
	15,688,735	282,024	-	282,024
Economic Development:				
Springlake at Maritime Shores	274,585	-	-	-
Cultural and recreation:				
OIB Park Improvements	5,805,569	5,805,569	-	5,805,569
Smithville Park Improvements	6,689,666	5,979,162	3,900	5,983,062
Brunswick Waterway Park Improvements	644,083	201,210	-	201,210
Waccamaw Multiuse Building	355,800	242,369	-	242,369
	13,495,118	12,228,310	3,900	12,232,210
Transportation:				
Airport Improvements	27,151,013	22,994,173	11,772	23,005,945
Other:				
Future Capital Projects	821,133	-	-	-
Total expenditures	81,506,821	46,843,157	15,672	46,858,829
Revenues over (under) expenditures	(53,293,355)	(22,702,034)	(12,682)	(22,714,716)
Other Financing Sources (Uses):				
Appropriated fund balance	4,805,618	-	-	-
Transfer from general fund	52,781,621	52,233,884	547,741	52,781,625
Transfer to general fund	(4,293,884)	(4,293,884)	-	(4,293,884)
Total other financing sources (uses)	53,293,355	47,940,000	547,741	48,487,741
Net change in fund balance	$ -	$ 25,237,967	535,059	$ 25,773,025
Fund balance, beginning of year			30,062,445	
Fund balance, end of year			$ 30,597,504	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - EDUCATION CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED AUGUST 31, 2021

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
NC Public Education Lottery	$ 7,082,039	$ 7,092,797	$ -	$ 7,092,797
Investment earnings	-	411,034	1,875	412,909
Investment earnings-debt proceeds	-	1,295,275	517	1,295,792
Total revenues	7,082,039	8,799,106	2,392	8,801,498
Expenditures:				
Brunswick County Schools	193,686,314	144,838,549	668,605	145,507,154
Brunswick Community College	2,304,445	2,004,940	-	2,004,940
Total expenditures	195,990,759	146,843,489	668,605	147,512,094
Revenues over (under) expenditures	(188,908,720)	(138,044,383)	(666,213)	(138,710,596)
Other Financing Sources (Uses):				
Transfer from general fund	82,171,104	75,830,108	6,340,995	82,171,103
Transfer to general fund	(314,013)	(314,013)	-	(314,013)
Premium on bonds issued	8,749,216	8,749,217	-	8,749,217
Debt financing issued	91,750,000	91,750,000	-	91,750,000
Appropriated fund balance	6,552,413	-	-	-
Total other financing sources (uses)	188,908,720	176,015,312	6,340,995	182,356,307
Net change in fund balance	$ -	$ 37,970,929	5,674,782	$ 43,645,711
Fund balance, beginning of year			44,523,344	
Fund balance, end of year			$ 50,198,126	

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED AUGUST 31, 2021

	Emergency Telephone System Fund	Grant Project	ROD-Technology Enhancement Fund	Total
Assets:				
Cash and cash equivalents/investments	$ 1,711,476	$ -	$ 1,062,960	$ 2,774,436
Restricted cash and investments	-	13,870,556	-	13,870,556
Interest receivable	184	-	108	292
Total assets	1,711,660	13,870,556	1,063,068	16,645,284
Liabilities:				
Accounts payable and other liabilities	12,377	33	5,612	18,022
Due to other funds	-	83,163	-	83,163
Total liabilities	12,377	83,196	5,612	101,185
Fund Balance:				
Stabilization by State Statute	184	-	108	292
Restricted - other	1,699,099	-	1,057,348	2,756,447
Assigned	-	13,787,360	-	13,787,360
Total fund balances	1,699,283	13,787,360	1,057,456	16,544,099
Total liabilities, deferred inflow of resources and fund balances	$ 1,711,660	$ 13,870,556	$ 1,063,068	$ 16,645,284

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED AUGUST 31, 2021

	Emergency Telephone System Fund	Grant Project	ROD-Technology Enhancement Fund	Total
Revenues:				
Restricted intergovernmental	$ 34,072	$ 13,840,141	$ -	$ 13,874,213
Permits and fees	-	-	43,998	43,998
Investment earnings	172	-	104	276
Total revenues	34,244	13,840,141	44,102	13,918,487
Expenditures:				
General government	-	52,695	20,242	72,937
Public safety	112,527	-	-	112,527
Environmental protection	-	86	-	86
Total expenditures	112,527	52,781	20,242	185,550
Net change in fund balances	(78,283)	13,787,360	23,860	13,732,937
Fund balance, beginning of year	1,777,566	-	1,033,596	2,811,162
Fund balance, end of year	$ 1,699,283	$ 13,787,360	$ 1,057,456	$ 16,544,099

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - EMERGENCY TELEPHONE SYSTEM FUND FOR THE PERIOD ENDED AUGUST 31, 2021 AND THE YEAR ENDED JUNE 30, 2021

	Budget	August 31, 2021	Variance Positive (Negative)	June 30, 2021	August 31, 2020
Revenues:					
Restricted intergovernmental	$ 408,865	$ 34,072	$ (374,793)	$ 799,291	$ 66,608
Investment earnings	-	172	172	1,295	397
Total revenues	408,865	34,244	(374,621)	800,586	67,005
Expenditures:					
Operating costs	466,862	112,527	354,335	388,022	76,235
Capital outlay	1,294,595	-	1,294,595	168,292	-
Total expenditures	1,761,457	112,527	1,648,930	556,314	76,235
Revenues over (under) expenditures	(1,352,592)	(78,283)	1,274,309	244,272	(9,230)
Other Financing Sources (Uses):					
Transfers from general fund	-	-	-	145,288	-
Appropriated fund balance	1,352,592	-	(1,352,592)	-	-
Total other financing sources (uses)	1,352,592	-	(1,352,592)	145,288	-
Net change in fund balance	$ -	(78,283)	$ (78,283)	389,560	(9,230)
Fund balance, beginning of year		1,777,566		1,388,006	1,388,006
Fund balance, end of year		$ 1,699,283		$ 1,777,566	$ 1,378,776

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL - GRANT PROJECT FUND
FROM INCEPTION AND FOR THE PERIOD ENDED AUGUST 31, 2021

		Actual		
	Project Authorization	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental	$ 32,650,229	$ 1,965,372	$ 13,840,141	$ 15,805,513
Total revenues	32,650,229	1,965,372	13,840,141	15,805,513
Expenditures:				
SAMHSA Expansion Grant FY 19-24	1,600,000	947,011	52,695	999,706
SAMHSA	1,380,527	259,531	-	259,531
Pacon Manufacturing Incentive and Reuse	1,300,000	1,000,000	-	1,000,000
Watershed Grant Round 1	498,919	24,315	48	24,363
Watershed Grant Round 2	381,072	3,570	38	3,608
Watershed Grant Round 3	48,600	30,945	-	30,945
American Rescue Plan	27,741,111	-	-	-
Total expenditures	32,950,229	2,265,372	52,781	2,318,153
Revenues over (under) expenditures	(300,000)	(300,000)	13,787,360	13,487,360
Other Financing Sources (Uses):				
Transfers from general fund	300,000	300,000	-	300,000
Total other financing sources (uses)	300,000	300,000	-	300,000
Net change in fund balance	$ -	$ -	13,787,360	$ 13,787,360
Fund balance, beginning of year			-	
Fund balance, end of year			$ 13,787,360	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - REGISTER OF DEEDS TECHNOLOGY ENHANCEMENT FUND FOR THE PERIOD ENDED AUGUST 31, 2021 AND THE YEAR ENDED JUNE 30, 2021

	Budget	August 31, 2021	Variance Positive (Negative)	June 30, 2021	August 31, 2020
Revenues:					
Permits and fees	$ 193,000	$ 43,998	$ (149,002)	$ 279,279	$ 45,844
Investment earnings	7,000	104	(6,896)	823	274
Total revenues	200,000	44,102	(155,898)	280,102	46,118
Expenditures:					
General government	217,548	20,242	197,306	149,417	29,333
Revenues over (under) expenditures	(17,548)	23,860	41,408	130,685	16,785
Other Financing Sources (Uses):					
Appropriated fund balance	17,548	-	(17,548)	-	-
Net change in fund balance	$ -	23,860	$ 23,860	130,685	16,785
Fund balance, beginning of year		1,033,596		902,911	902,911
Fund balance, end of year		$ 1,057,456		$ 1,033,596	$ 919,696

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WATER FUND (NON-GAAP)
AUGUST 31, 2021

	Water Fund	Water Capital Projects	Total
Current Assets:			
Cash, cash equivalents and investments	$ 41,718,217	$ -	$ 41,718,217
Restricted cash	2,932,538	124,511,734	127,444,272
Interest receivable	4,309	508	4,817
Receivables and special assessments, net	3,966,199	-	3,966,199
Due from other governmental agencies	714,496	376,949	1,091,445
Inventories	1,501,706	-	1,501,706
Total current assets	50,837,465	124,889,191	175,726,656
Current Liabilities:			
Accounts payable and other liabilities	722,873	1,766,514	2,489,387
Customer deposits	2,208,938	-	2,208,938
Interest payable	216,529	-	216,529
Current portion of debt	2,594,508	-	2,594,508
Total current liabilities	5,742,848	1,766,514	7,509,362
Expendable net positon	**45,094,617**	**123,122,677**	**168,217,294**
Noncurrent Items:			
Non-depreciable capital assets	83,672,623	-	83,672,623
Depreciable capital assets, net	148,973,624	-	148,973,624
Deferred outflow	4,388,702	-	4,388,702
Net pension liability	(2,155,552)	-	(2,155,552)
Compensated absences	(492,120)	-	(492,120)
Total other post-employment liability	(14,964,210)	-	(14,964,210)
Non-current portion of debt	(211,853,972)	-	(211,853,972)
Deferred inflow	(1,393,012)	-	(1,393,012)
Total net positon	$ 51,270,700	$ 123,122,677	$ 174,393,377

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WATER SYSTEM OPERATING FUND (NON-GAAP)
FOR THE PERIOD ENDED AUGUST 31, 2021 AND THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	Original Budget	Current Budget	August 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	August 31, 2020
Revenues:							
User charges	$ 29,271,800	$ 29,271,800	$ 5,863,467	$ (23,408,333)	20%	$ 29,633,015	$ 5,507,842
Restricted intergovernmental	-	-	-	-	na	81,663	-
Investment earnings	40,000	40,000	4,231	(35,769)	11%	33,656	10,520
Other	680,377	680,377	76,959	(603,418)	11%	743,270	43,953
Total revenues	29,992,177	29,992,177	5,944,657	(24,047,520)	20%	30,491,604	5,562,315
Expenditures:							
Salaries	5,731,502	5,731,502	1,067,883	4,663,619	19%	5,147,321	1,029,294
Fringe benefits	2,752,959	2,752,959	458,952	2,294,007	17%	2,434,496	434,257
Operating expenditures	8,306,276	9,035,673	1,347,382	7,688,291	15%	7,892,608	1,388,073
Repairs and maintenance	2,920,143	3,211,317	391,360	2,819,957	12%	2,538,732	557,437
Capital outlay	1,556,500	2,322,489	435,339	1,887,150	19%	1,332,422	278,036
Debt Service:							
Principal	1,865,574	1,865,574	-	1,865,574	0%	1,324,463	-
Interest	1,309,167	1,309,167	47,775	1,261,392	4%	892,349	51,275
Total expenditures	24,442,121	26,228,681	3,748,691	22,479,990	14%	21,562,391	3,738,372
Revenues over (under) expenditures	5,550,056	3,763,496	2,195,966	(1,567,530)	58%	8,929,213	1,823,943
Other Financing Sources (Uses):							
Transfer to water capital project fund	(5,550,056)	(5,550,056)	(741,000)	4,809,056	13%	(920,580)	-
Appropriated net positon	-	1,786,560	-	(1,786,560)	0%	-	-
Total other fin. sources (uses)	(5,550,056)	(3,763,496)	(741,000)	3,022,496	20%	(920,580)	-
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ -	$ 1,454,966	$ 1,454,966		$ 8,008,633	$ 1,823,943

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL -
WATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED AUGUST 31, 2021

		Actual		
	Project Budget	Prior Year	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	$ 2,218,967	$ -	$ -	$ -
Investment earnings	120,276	177,956	369	178,325
Investment earnings-debt proceeds	-	263,111	2,014	265,125
Assessments	52,724	39,495	-	39,495
Penalties and interest assessments	-	13,229	-	13,229
Total revenues	2,391,967	493,791	2,383	496,174
Expenditures:				
Southeast Water Tank	50,550	50,550	-	50,550
FY16 Water Mains Top 7 and Apollo	1,773,285	1,731,758	-	1,731,758
Raw Water Mains Project	28,683,127	23,242,549	731,262	23,973,811
Shallotte Transmission Main	6,123,000	1,888,136	-	1,888,136
NW Plant Treatment Expansion 12MGD	168,221,390	56,337,000	-	56,337,000
74-76 Industrial Park Water Main	1,727,715	71,526	-	71,526
74-76 Mintz Dr. to Old Maco	85,000	1,307,724	-	1,307,724
Navassa Water System Rehabilitation	2,263,347	15,000	-	15,000
Utility Operations Center	110,000	-	-	-
Total expenditures	209,037,414	84,644,243	731,262	85,375,505
Revenues over (under) expenditures	(206,645,447)	(84,150,452)	(728,879)	(84,879,331)
Other Financing Sources (Uses):				
Long term debt issued	178,600,000	178,600,000	-	178,600,000
Bond premium	17,428,317	17,428,317	-	17,428,317
Transfers from water fund	11,171,970	10,430,981	741,000	11,171,981
Transfers to water fund	(985,770)	(985,770)	-	(985,770)
Future capital projects	(1,352,567)	-	-	-
Appropriated fund balance	1,783,497	-	-	-
Total other financing sources (uses)	206,645,447	205,473,528	741,000	206,214,528
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ 121,323,076	$ 12,121	$ 121,335,197

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WASTEWATER FUND (NON-GAAP)
AUGUST 31, 2021

	Wastewater Fund	Wastewater Capital Projects	Total
Current Assets:			
Cash and cash equivalents/investments	$ 32,649,895	$ -	$ 32,649,895
Restricted cash	2,769,801	14,101,881	16,871,682
Interest receivable	3,327	61	3,388
Receivables and special assessments, net	6,543,528	-	6,543,528
Due from other governmental agencies	542,158	558,182	1,100,340
Inventories	153,420	-	153,420
Total current assets	42,662,129	14,660,124	57,322,253
Current Liabilities:			
Accounts payable and other liabilities	394,696	1,351,243	1,745,939
Interest payable	1,009,778	-	1,009,778
Prepaid fees	129,711	-	129,711
Current portion of debt	11,589,722	-	11,589,722
Total current liabilities	13,123,907	1,351,243	14,475,150
Expendable net positon	**29,538,222**	**13,308,881**	**42,847,103**
Noncurrent Items:			
Non-depreciable capital assets	45,682,075	-	45,682,075
Depreciable capital assets, net	215,289,193	-	215,289,193
Deferred outflow	2,982,563	-	2,982,563
Net pension liability	(1,174,529)	-	(1,174,529)
Compensated absences	(216,401)	-	(216,401)
Total other post-employment liability	(8,398,248)	-	(8,398,248)
Non-current portion of debt	(104,877,832)	-	(104,877,832)
Deferred inflow	(811,089)	-	(811,089)
Total net positon	$ 178,013,954	$ 13,308,881	$ 191,322,835

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WASTEWATER FUND (NON-GAAP)
FOR THE PERIOD ENDED AUGUST 31, 2021 AND THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	Original Budget	Current Budget	August 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	August 31, 2020
Revenues:							
User charges	$ 28,330,761	$ 28,806,761	$ 5,467,198	$ (23,339,563)	19%	$ 37,123,956	$ 5,071,487
Investment earnings	20,000	20,000	3,155	(16,845)	16%	23,804	8,219
Restricted intergovernmental	-	-	-	-	na	25,254	-
Other	104,000	104,000	11,652	(92,348)	11%	300,541	50,390
Total revenues	28,454,761	28,930,761	5,482,005	(23,448,756)	19%	37,473,555	5,130,096
Expenditures:							
Salaries	3,389,151	3,389,151	576,002	2,813,149	17%	2,888,778	586,283
Fringe benefits	1,553,796	1,553,796	245,250	1,308,546	16%	1,308,719	238,011
Operating expenditures	4,772,678	5,835,557	842,260	4,993,297	14%	4,493,558	741,088
Repairs and maintenance	2,327,000	2,390,891	151,280	2,239,611	6%	2,117,757	115,041
Capital outlay	3,333,000	4,135,253	322,510	3,812,743	8%	2,747,367	341,087
Debt Service:							
Principal	10,918,002	10,918,002	1,739,848	9,178,154	16%	12,391,786	662,650
Interest	4,149,247	4,149,247	21,323	4,127,924	1%	4,591,276	21,608
Total expenditures	30,442,874	32,371,897	3,898,473	28,473,424	12%	30,539,241	2,705,768
Revenues over (under) expenditures	(1,988,113)	(3,441,136)	1,583,532	5,024,668	-46%	6,934,314	2,424,328
Other Financing Sources (Uses):							
Transfer to wastewater capital project	(1,661,020)	(2,667,143)	(1,661,020)	1,006,123	62%	(618,809)	-
Transfer from wastewater capital project	375,000	375,000	190,985	(184,015)	51%	1,128,000	-
Appropriated net positon	3,274,133	5,733,279	-	(5,733,279)	0%	-	-
Total other fin. sources (uses)	1,988,113	3,441,136	(1,470,035)	(4,911,171)	-43%	509,191	-
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ -	$ 113,497	$ 113,497		$ 7,443,505	$ 2,424,328

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
WASTEWATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED AUGUST 31, 2021

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	$ 2,852,818	$ -	$ -	$ -
Assessments	557,053	557,052	-	557,052
SAD interest and penalties	99,017	102,512	-	102,512
Investment earnings	169,754	169,852	38	169,890
Investment earnings-debt proceeds	-	418,862	262	419,124
West Brunswick Regional WWTP Southport Contribution	2,630,000	-	-	-
Total revenues	6,308,642	1,248,278	300	1,248,578
Expenditures:				
WBRWWTF Expansion Southport	2,630,000	1,580,659	-	1,580,659
NEBRWWTP Expansion	45,714,971	36,134,721	-	36,134,721
NEBRWWTP East Transmission Main	3,616,997	3,180,855	-	3,180,855
NEBRWWTP WestTransmission Main	2,891,839	2,529,722	-	2,529,722
Ocean Ridge Reclaimed Water Main	115,800	45,100	7,100	52,200
Sea Trail WWTP	147,000	53,840	12,240	66,080
Navassa Watewater System Rehabilitation	2,852,818	15,000	-	15,000
Total expenditures	57,969,425	43,539,897	19,340	43,559,237
Revenues over (under) expenditures	(51,660,783)	(42,291,619)	(19,040)	(42,310,659)
Other Financing Sources (Uses):				
Long term debt issued	44,980,000	44,980,000	-	44,980,000
Bond premium	7,243,807	7,243,806	-	7,243,806
Transfer from wastewater fund	8,734,785	6,067,646	1,661,020	7,728,666
Transfer to wastewater fund	(8,998,274)	(8,668,274)	(190,985)	(8,859,259)
Future capital projects	(4,480,131)	-	-	-
Appropriated fund balance	4,180,596	-	-	-
Total other financing sources (uses)	51,660,783	49,623,178	1,470,035	51,093,213
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ 7,331,559	$ 1,450,995	$ 8,782,554

Cash and Investments

A Summary of Cash and Investments is presented on the Brunswick County Government website as of August 31, 2021. It reports that the County had $248.9 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus $180.6 million of capital project restricted cash from debt proceeds. All cash and investments are earning an average yield of 0.04%.

BRUNSWICK COUNTY
SUMMARY OF CASH AND INVESTMENTS
AS OF AUGUST 31, 2021

	Purchase Date	Maturity Date	Book Value	Total Book Value	% of Portfolio	Yield
Unrestricted Cash and Investments						
Checking & Petty Cash						
Petty Cash			$ 6,200			0.00%
BB&T			53,373,363			0.00%
Total Checking & Petty Cash				$ 53,379,563	12%	
Money Markets / Savings						
BB&T Money Rate Savings			103,609,652			0.07%
JP Morgan Chase Savings			10,001,473			0.05%
SunTrust Money Market			5,063,535			0.01%
Total Money Markets / Savings				$ 118,674,660	28%	
Certificates of Deposit / CDARS						
First Bank	3/28/21	9/28/22	21,223,895			0.30%
Total Certificates of Deposit / CDARS				$ 21,223,895	5%	
NC Capital Management Trust - Government Portfolio				$ 55,692,871	13%	0.01%
Total Unrestricted Cash and Investments				**$ 248,970,990**		
Restricted Cash and Investments						
Bond Proceeds & Debt Reserve Fund						
NC Capital Management Trust-Government Portfolio			$ 165,205,041		38%	0.01%
BB&T General Fund Restricted						
Restricted for Revaluation			214,566		0%	0.00%
Restricted for Holden Beach Debt			1,343,880		0%	0.00%
Restricted for ARP Funds			13,870,556		3%	0.00%
Total Restricted Cash and Investments				**$ 180,634,043**		
Grand Total All Cash and Investments				**$ 429,605,033**	**100%**	**0.04%**

Cash Balances:	
General Fund	**$ 115,135,428**
County Capital Reserve Fund	**26,852,651**
School Capital Projects Fund	**24,227,634**
Water Fund	**43,927,162**
Water Capital Reserve Fund	**1,506,812**
Wastewater Fund	**32,649,898**
Wastewater Capital Reserve Fund	**3,962,326**

Key Indicators of Revenues and Expenditures

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

County of Brunswick
Ad Valorem and Motor Vehicle Tax Revenues

PRIOR YEARS AD VALOREM TAX REVENUE

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	305,329	377,089	414,438	297,635	401,391		156,196	-61%	
Aug	324,296	420,293	345,102	270,439	176,083		123,100	-30%	
Sept	262,164	419,816	269,452	205,209	197,004				
Oct	208,607	207,830	315,241	168,570	168,939				
Nov	207,774	235,025	244,032	268,715	198,542				
Dec	46,595	203,220	412,058	190,359	287,344				
Jan	305,760	189,817	214,920	293,817	213,357				
Feb	427,181	337,199	258,244	317,056	263,765				
Mar	370,146	378,028	288,344	194,186	669,482				
Apr	296,216	307,480	155,194	168,582	502,933				
May	260,659	218,586	135,962	122,872	151,238				
June	490,189	257,695	167,843	155,982	136,142				
Total	3,504,916	3,552,078	3,220,830	2,653,422	3,366,220	2,200,000	279,296		13%

CURRENT YEAR AD VALOREM TAX REVENUE

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	141,121	5,141,356	7,655,126	8,464,387	11,426,822		15,056,407	32%	
Aug	15,853,299	14,003,220	13,213,303	15,145,908	14,811,590		16,051,515	8%	
Sept	6,433,818	6,763,894	5,259,838	7,225,241	9,666,084				
Oct	9,896,672	17,631,294	10,487,256	12,078,923	6,344,889				
Nov	23,944,507	17,678,530	28,069,669	30,675,338	37,436,947				
Dec	24,416,021	20,728,131	19,916,780	28,966,741	28,595,685				
Jan	23,377,586	26,045,100	26,931,609	23,866,807	22,854,561				
Feb	2,086,134	2,100,604	2,490,412	2,522,834	2,696,145				
Mar	957,399	928,997	1,078,484	795,566	1,191,240				
Apr	466,309	533,520	572,320	440,218	643,060				
May	341,102	588,170	331,238	377,697	255,033				
June	560,206	396,426	261,232	387,011	251,167				
Total	108,474,174	112,539,242	116,267,267	130,946,671	136,173,223	138,383,158	31,107,922		22%

CURRENT YEAR MOTOR VEHICLE TAX REVENUE

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	603,858	611,857	671,914	735,512	865,948		876,340	1%	
Aug	657,269	652,753	723,623	697,838	792,070				
Sept	579,331	542,846	448,121	540,459	837,937				
Oct	507,568	544,226	666,358	707,908	822,381				
Nov	471,246	499,198	576,498	706,266	633,461				
Dec	464,226	501,030	543,041	675,364	746,091				
Jan	523,460	557,142	685,653	729,042	785,852				
Feb	485,610	572,728	600,556	632,979	746,426				
Mar	654,797	631,825	665,643	668,762	895,846				
Apr	550,623	624,293	676,850	600,272	828,566				
May	595,819	634,860	709,996	640,499	763,799				
June	627,536	651,911	709,693	691,320	902,685				
Total	6,721,343	7,024,669	7,677,946	8,026,221	9,621,062	7,517,500	876,340		12%

County of Brunswick
Local Option Sales Tax Revenues

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

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	986,394	1,049,718	1,252,130	1,373,725	1,553,767		-	-100%	
Aug	1,224,865	1,289,737	1,329,792	1,425,459	1,612,392				
Sept	952,042	978,445	938,675	1,173,168	1,328,479				
Oct	752,088	864,937	680,715	734,132	1,191,688				
Nov	635,873	767,798	871,829	935,348	1,090,992				
Dec	626,293	698,356	576,321	790,721	1,048,030				
Jan	436,031	558,342	775,353	820,652	778,802				
Feb	613,865	613,581	755,861	773,827	1,049,687				
Mar	588,222	547,868	746,104	759,800	963,956				
Apr	815,552	800,559	917,784	910,261	1,396,420				
May	837,814	794,102	966,306	892,802	1,414,226				
June	833,600	910,785	1,041,564	1,186,228	1,535,496				
Total	9,302,639	9,874,229	10,852,434	11,776,122	14,963,935	13,189,257	-		0%

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

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	594,375	631,075	703,995	750,371	858,173		-	-100%	
Aug	517,985	596,047	601,502	712,368	808,739				
Sept	577,305	597,606	646,891	734,652	767,789				
Oct	551,928	614,008	639,392	704,618	813,391				
Nov	544,444	562,350	635,351	731,594	796,614				
Dec	583,254	636,108	692,311	725,423	832,617				
Jan	667,322	699,734	736,094	769,355	948,734				
Feb	477,316	527,845	561,192	627,025	800,730				
Mar	512,277	512,954	577,546	636,198	668,723				
Apr	625,842	658,044	749,898	721,696	959,211				
May	588,735	607,640	697,346	625,357	897,180				
June	550,848	660,846	722,096	717,955	895,965				
Total	6,791,631	7,304,257	7,963,614	8,456,612	10,047,866	9,471,405	-		0%

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

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	631,292	673,530	789,002	860,370	977,927		-	-100%	
Aug	711,398	766,949	788,633	868,474	986,372				
Sept	610,962	631,968	632,656	767,824	851,555				
Oct	514,766	588,455	517,955	565,888	808,230				
Nov	464,016	527,365	599,197	662,923	757,703				
Dec	471,285	522,056	488,465	597,475	750,922				
Jan	415,344	482,885	591,453	625,627	674,196				
Feb	430,959	448,839	522,450	556,763	742,219				
Mar	430,745	414,149	525,003	553,242	657,337				
Apr	569,042	575,072	658,475	650,981	947,531				
May	566,462	554,566	661,360	608,865	933,024				
June	551,091	622,799	701,865	769,351	987,088				
Total	6,367,362	6,808,632	7,476,514	8,087,784	10,074,104	9,058,318	-		0%

Note: Sales Taxes are 2 months behind in reporting.

County of Brunswick
Occupancy Tax Revenues

Occupancy Tax County and Municipal (104930-327000 and -327001)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	427,339	354,812	458,624	431,392	294,802		361,370	23%	
Aug	281,756	302,684	78,606	242,265	468,661				
Sept	52,634	206,775	335,404	215,488	261,168				
Oct	105,459	41,724	71,490	71,643	117,150				
Nov	35,359	49,419	37,420	52,189	124,681				
Dec	29,523	25,730	52,499	40,899	41,634				
Jan	23,088	29,151	33,004	36,395	52,627				
Feb	21,918	31,404	36,711	40,439	75,053				
Mar	33,329	41,682	48,766	24,387	108,028				
Apr	75,775	80,581	60,920	19,599	148,504				
May	99,108	110,150	138,430	74,613	266,926				
June	273,477	320,356	376,807	418,691	377,840				
Total	1,458,765	1,594,467	1,728,681	1,667,999	2,337,074	1,850,000	361,370		20%

County of Brunswick
Water Fund Revenues

WATER RETAIL SALES REVENUE (617110-371316)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	474,405	469,373	505,818	591,725	523,514		638,302	22%	
Aug	585,205	598,346	550,056	600,391	670,354		619,526	-8%	
Sept	552,130	509,091	483,455	557,746	602,195				
Oct	455,542	436,731	468,436	505,182	545,696				
Nov	356,558	400,272	395,448	547,927	473,672				
Dec	358,875	401,470	360,250	412,440	448,165				
Jan	326,617	330,727	345,037	396,758	392,757				
Feb	322,884	424,539	344,991	383,230	399,325				
Mar	318,405	338,275	368,390	330,184	370,313				
Apr	317,943	323,228	295,003	349,132	377,533				
May	407,205	404,362	397,617	405,038	485,547				
June	481,962	458,544	576,215	457,978	672,352				
Total	4,957,731	5,094,958	5,090,716	5,537,731	5,961,423	7,500,000	1,257,828		17%

IRRIGATION REVENUE (617110-371319)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	274,655	303,891	272,157	499,622	377,696		594,454	57%	
Aug	391,161	364,814	318,911	553,720	382,832		509,510	33%	
Sept	402,057	341,474	241,677	540,455	472,949				
Oct	312,823	245,944	316,475	468,263	425,114				
Nov	170,875	230,786	171,308	480,292	318,977				
Dec	79,215	194,433	137,776	288,809	236,541				
Jan	53,423	75,964	44,935	54,445	78,562				
Feb	17,281	42,193	12,900	21,440	51,705				
Mar	23,304	26,984	10,834	15,547	14,079				
Apr	33,613	25,042	20,209	25,833	25,970				
May	111,147	80,405	91,368	136,556	178,763				
June	294,456	171,484	547,092	179,548	747,018				
Total	2,164,010	2,103,414	2,185,642	3,264,530	3,310,206	3,500,000	1,103,964		32%

WATER WHOLESALE REVENUE (617110-371317)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	549,891	502,369	648,595	706,223	680,405		700,573	3%	
Aug	662,991	739,238	657,834	829,608	788,526		779,585	-1%	
Sept	593,390	580,350	714,447	714,837	656,650				
Oct	467,518	439,291	391,422	624,590	614,944				
Nov	315,869	468,542	452,905	597,115	547,120				
Dec	329,525	415,210	401,300	420,180	437,859				
Jan	271,848	461,637	300,896	378,791	378,543				
Feb	293,671	254,055	329,861	346,753	352,029				
Mar	257,119	297,083	304,562	320,726	322,327				
Apr	315,449	374,571	356,824	391,888	413,198				
May	381,741	399,036	442,050	463,838	577,579				
June	723,529	625,328	794,773	582,778	862,466				
Total	5,162,541	5,556,710	5,795,469	6,377,327	6,631,646	6,900,000	1,480,158		21%

County of Brunswick
Water Fund Revenues

WATER INDUSTRIAL REVENUE (617110-371318)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	193,363	171,810	220,490	189,253	182,261		132,784	-27%	
Aug	176,628	242,014	216,454	206,096	203,154		139,641	-31%	
Sept	177,912	227,218	234,523	206,417	175,903				
Oct	141,672	208,907	112,229	184,682	196,762				
Nov	153,071	213,605	190,551	215,263	196,202				
Dec	140,427	181,314	194,601	133,730	183,074				
Jan	156,917	209,780	129,208	75,047	195,035				
Feb	144,230	145,744	169,457	330,804	173,101				
Mar	163,680	162,151	160,850	125,412	160,942				
Apr	153,967	200,376	138,655	203,438	160,584				
May	125,676	182,242	171,195	187,763	144,910				
June	126,581	250,422	166,681	187,056	89,875				
Total	1,854,124	2,395,583	2,104,894	2,244,961	2,061,803	1,400,000	272,425		19%

WATER BASE SERVICE CHARGE REVENUE (617110-371308)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	470,153	487,562	504,765	525,317	546,494		575,137	5%	
Aug	475,932	489,608	507,711	524,696	459,642		575,421	25%	
Sept	476,892	490,840	508,083	526,261	640,453				
Oct	476,516	493,066	512,632	528,995	553,211				
Nov	475,832	494,282	512,064	526,349	554,711				
Dec	477,375	495,252	513,738	529,100	553,984				
Jan	480,043	496,679	514,422	529,586	557,207				
Feb	481,021	498,450	515,996	525,462	561,584				
Mar	483,538	501,888	517,084	540,691	563,664				
Apr	482,955	500,982	518,320	536,522	563,388				
May	485,236	505,223	521,211	541,995	568,672				
June	506,112	522,511	542,329	565,179	600,089				
Total	5,771,605	5,976,343	6,188,355	6,400,153	6,723,099	7,900,000	1,150,558		15%

WATER TAPS AND CONNECTION REVENUE (617180-371305)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	79,919	83,631	98,990	92,524	104,217		153,239	47%	
Aug	73,809	104,621	97,268	83,810	136,856		104,490	-24%	
Sept	69,412	81,193	43,844	82,803	115,699				
Oct	60,061	91,599	86,568	94,890	112,961				
Nov	77,525	99,482	73,282	73,114	119,892				
Dec	59,843	54,196	61,096	83,464	95,350				
Jan	63,308	74,470	88,359	75,364	162,630				
Feb	88,268	65,659	111,682	140,452	99,798				
Mar	89,333	143,953	103,540	89,886	131,460				
Apr	76,900	79,001	120,681	55,484	197,615				
May	86,057	97,222	105,635	64,074	165,457				
June	88,308	88,973	106,785	64,804	244,050				
Prior Year's Adj				(160,000)					
Total	912,743	1,064,000	1,097,730	1,000,669	1,685,985	740,000	257,729		35%

County of Brunswick
Water Fund Revenues

WATER CAPITAL RECOVERY REVENUE (619100-371404)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	82,430	82,749	167,036	121,501	137,818		115,147	-16%	
Aug	87,643	120,522	155,663	85,320	103,863		86,778	-16%	
Sept	137,586	114,051	45,363	85,192	119,232				
Oct	53,152	83,126	89,233	187,338	100,884				
Nov	89,642	128,155	84,568	81,404	125,863				
Dec	49,323	40,491	65,826	98,693	141,178				
Jan	53,168	70,156	80,237	212,681	195,284				
Feb	80,368	43,033	108,298	126,263	152,086				
Mar	83,957	142,979	126,088	144,952	315,248				
Apr	191,678	78,156	136,336	54,925	247,599				
May	110,980	93,189	108,079	53,432	198,315				
June	89,349	111,500	112,809	173,356	296,071				
Total	1,109,276	1,108,107	1,279,536	1,425,057	2,133,441	688,000	201,925		29%

WATER TRANSMISSION LINE REVENUE (619800-371309)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	29,279	34,402	55,946	39,806	51,532		39,887	-23%	
Aug	24,946	42,390	39,850	31,354	39,432		29,456	-25%	
Sept	31,882	42,063	18,567	31,475	44,492				
Oct	26,858	33,713	35,876	65,131	38,196				
Nov	37,187	52,512	32,990	29,678	46,531				
Dec	25,429	23,427	25,114	36,150	47,704				
Jan	25,978	28,493	36,370	77,458	64,031				
Feb	35,550	24,480	44,692	58,888	51,372				
Mar	36,122	53,897	41,813	54,147	106,302				
Apr	28,496	33,669	50,545	23,926	83,656				
May	30,911	35,926	38,462	23,723	67,045				
June	29,625	40,209	40,830	63,536	99,226				
Total	362,263	445,181	461,055	535,272	739,519	232,000	69,343		30%

County of Brunswick
Wastewater Fund Revenues

WASTEWATER RETAIL SALES REVENUE (627210-371405)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	791,640	805,054	872,549	1,033,355	1,178,919		1,301,977	10%	
Aug	874,819	933,343	918,675	1,063,547	1,153,679		1,208,219	5%	
Sept	837,178	835,710	889,327	1,038,172	1,143,466				
Oct	773,191	813,375	848,410	1,016,846	1,105,444				
Nov	735,391	792,739	834,354	1,120,192	1,062,364				
Dec	753,597	801,946	827,199	839,603	1,067,872				
Jan	739,484	778,549	823,964	982,576	1,028,993				
Feb	740,280	835,392	825,743	957,436	1,052,992				
Mar	747,301	776,766	823,196	939,142	1,058,857				
Apr	744,239	786,370	825,562	963,854	1,046,991				
May	765,249	826,002	940,447	968,081	1,084,887				
June	834,436	905,605	1,157,941	1,126,957	1,302,838				
Total	9,336,805	9,890,851	10,587,367	12,049,761	13,287,302	13,276,000	2,510,196		19%

WASTEWATER TAPS & CONNECTIONS REVENUE (627220-371402)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	76,350	108,000	216,000	227,406	262,361		301,000	15%	
Aug	152,000	133,000	202,100	158,000	199,361		200,650	1%	
Sept	84,450	95,750	80,000	133,000	187,027				
Oct	95,775	185,275	156,000	221,000	151,600				
Nov	136,000	210,480	92,000	104,575	214,583				
Dec	109,000	84,000	131,900	252,000	267,888				
Jan	117,775	113,840	209,000	163,712	317,301				
Feb	164,450	97,250	121,000	236,980	306,000				
Mar	103,050	276,486	205,000	144,478	196,958				
Apr	104,000	168,614	156,000	195,285	409,525				
May	110,545	140,000	218,658	163,993	394,000				
June	189,500	132,000	224,000	109,800	283,084				
Total	1,442,895	1,744,695	2,011,658	2,110,229	3,189,688	1,800,000	501,650		28%

WASTEWATER CAPITAL RECOVERY REVENUE (629100-371404)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	185,127	219,750	452,432	262,301	403,076		535,573	33%	
Aug	131,836	402,208	287,165	242,580	324,206		328,016	1%	
Sept	183,719	337,302	120,331	206,331	365,057				
Oct	205,927	268,123	269,318	548,140	294,779				
Nov	270,061	392,249	125,062	226,861	398,706				
Dec	154,451	186,084	173,249	261,012	363,938				
Jan	196,396	218,124	289,652	230,092	522,147				
Feb	214,802	134,813	320,135	405,333	372,289				
Mar	233,802	411,900	296,269	414,943	480,805				
Apr	210,136	271,541	355,535	158,173	621,016				
May	205,427	313,000	274,019	139,759	549,395				
June	214,635	259,250	276,101	168,900	865,519				
Total	2,406,319	3,414,344	3,239,268	3,264,425	5,560,933	600,000	863,589		144%

County of Brunswick
Wastewater Fund Revenues

WASTEWATER TRANSMISSION LINE FEES (629800-371309)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	60,709	69,520	149,044	86,684	130,012		184,673	42%	
Aug	44,611	104,289	90,413	73,566	101,360		107,681	6%	
Sept	59,236	107,773	39,518	64,381	120,738				
Oct	66,644	75,363	86,302	180,566	94,263				
Nov	83,049	122,632	39,649	74,453	130,869				
Dec	47,819	52,692	54,696	91,528	119,197				
Jan	67,463	68,707	95,136	75,597	174,506				
Feb	68,932	49,027	104,837	199,392	124,639				
Mar	77,931	133,296	97,992	138,568	157,783				
Apr	61,376	83,511	121,059	51,437	205,472				
May	61,474	98,665	91,916	46,534	181,950				
June	68,211	78,581	88,282	60,775	274,391				
Total	767,455	1,044,056	1,058,844	1,143,481	1,815,180	200,000	292,354		146%

County of Brunswick
Water and Wastewater Number of Customers

NUMBER OF WATER RETAIL CUSTOMERS							
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	Change
July	38,912	40,199	41,676	42,979	44,682	47,397	270
Aug	39,036	40,345	41,855	43,169	45,244	47,622	225
Sept	39,155	40,518	41,896	43,258	45,380		
Oct	39,238	40,581	41,973	43,338	45,517		
Nov	39,338	40,758	42,186	43,460	45,726		
Dec	39,466	40,908	42,291	43,632	45,914		
Jan	39,573	40,982	42,379	43,703	46,090		
Feb	39,690	41,094	42,466	44,122	46,277		
Mar	39,736	41,248	42,481	44,248	46,412		
Apr	39,894	41,365	42,647	44,345	46,675		
May	39,998	41,402	42,725	44,443	46,872		
June	40,101	41,557	42,934	44,583	47,127		
Average	39,511	40,913	42,292	43,773	45,993	47,510	495

NUMBER OF WASTEWATER RETAIL CUSTOMERS							
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	Change
July	15,862	16,695	17,861	18,822	19,904	21,611	137
Aug	15,878	16,758	17,925	18,930	20,383	21,721	110
Sept	15,940	16,908	18,011	19,004	20,475		
Oct	16,014	17,017	18,023	19,040	20,569		
Nov	16,070	17,026	18,083	19,157	20,648		
Dec	16,157	17,193	18,145	19,215	20,758		
Jan	16,235	17,241	18,206	19,242	20,848		
Feb	16,295	17,300	18,331	19,551	21,009		
Mar	16,371	17,471	18,449	19,647	21,116		
Apr	16,506	17,549	18,681	19,721	21,199		
May	16,537	17,675	18,741	19,785	21,255		
June	16,579	17,719	18,816	19,825	21,474		
Average	16,204	17,213	18,273	19,328	20,803	21,666	247

COUNTY OF BRUNSWICK
NORTH CAROLINA

MONTHLY FINANCIAL STATEMENTS
(UNAUDITED)

FOR THE PERIOD ENDED SEPTEMBER 30, 2021

COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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Summary Information for General and Enterprise Funds as of September 30, 2021:

General Fund:

- Total revenues for the General Fund are $60.3 million for an increase of $8.9 million or 17.4% over the same period in the prior year. The main reason for this is a $4.1 million increase in Ad Valorem collections, $0.6 million increase in local option sales tax, $0.4 million increase in occupancy tax, $0.3 million increase in deed excise tax, $0.4 million increase in building inspections and permits and $1.1 million increase in in EMS charges due to growth in the County and a $0.8 million timing difference in school resource officer revenue. Total revenues collected are 26.7% of the amended budget for the fiscal year.
- Total expenditures for the General Fund are $58.4 million and are 25.7% of the current budget. Total expenditures are more than the expenditures of the same period in the prior year by $6.6 million or 12.8%. This is due to a $3.5 million increase in debt service for the first year of the 2020 GO Phase 2 School Debt, $0.4 million increase in education, $0.4 million increase in occupancy tax and a $1.0 million timing difference in the worker's compensation payment.
- Net transfers to county capital projects of less than $6.9 million increased compared to no transfers of in the same period of the prior year.
- Revenues are less than expenditures and net transfers by $4.9 million for the current period end compared to less than by $0.3 million at the end of the same period of the prior year.

Water Fund:

- Total revenues for the Water Fund increased $0.5 million over the same period in the prior year to $8.9 million. This is a result of irrigation sales increase of 25.5% or $0.3 million over the same period in the prior year. Total revenues are 29.5% of the amended budget for the fiscal year.
- Total expenditures for the Water Fund are $5.7 million and are 21.6% of current budget. Expenditures increased $0.3 million or 5.1% mainly due to $0.1 million increase in one time capital outlay expense.
- Net transfers to water capital projects of more than $0.7 million increased compared to no transfers to water capital projects in the same period of the prior year due to the increase in Pay Go spending of projects.
- Revenues are more than expenditures and net transfers by $2.4 million compared to more than by $3.0 million in the same period of the prior year.

Wastewater Fund:

- Total revenues for the Wastewater Fund increased $0.5 million over the same period in the prior year to $9.3 million. This is a result of capital recovery increase of 27.4% or $0.3 million, $0.3 million increase in taps and connections, and $0.2 million increase in retail sales over the same period in the prior year. Total revenues are 32.1% of the amended budget for the fiscal year.
- Total expenditures for the Wastewater Fund are $4.9 million and are 15.2% of the current budget. Expenditures increased 33.2% or $1.2 million over the same period in the prior year mainly due to $1.1 million increase in debt over the same period in the prior year. Debt service increased due to the early redemption of the 2021 maturity of the 2012B Enterprise Revenue Bonds saving the county $17.4 thousand.
- Net transfers to wastewater capital projects of $2.5 million increased compared to transfers to wastewater capital projects of $0.6 million in the same period of the prior year.
- Revenues are more than expenditures and net transfers by $1.9 million compared to more than by $4.5 million in the same period of the prior year.

COUNTY OF BRUNSWICK, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2021

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents/investments	$ 118,711,686	$ 30,237,161	$ 19,019,324	$ 2,794,860	$ 170,763,031
Restricted cash and investments	1,807,098	-	30,446,631	13,870,556	46,124,285
Interest receivable	15,008	3,828	2,234	352	21,422
Taxes receivable - net	93,880,589	-	-	-	93,880,589
Receivables - net	2,383,280	-	-	-	2,383,280
Other governmental agencies	1,041,579	181,095	480,880	-	1,703,554
Due from other funds	30,285	-	-	-	30,285
Prepaid expenditures	64,000	-	-	-	64,000
Total assets	$ 217,933,525	$ 30,422,084	$ 49,949,069	$ 16,665,768	$ 314,970,446
Liabilities:					
Accounts payable and other liabilities	$ 7,000,147	$ 148,091	$ 1,430,987	$ 24,494	$ 8,603,719
Due to other funds	-	-	-	30,285	30,285
Total liabilities	7,000,147	148,091	1,430,987	54,779	8,634,004
Deferred Inflows of Resources:	94,711,082	-	-	-	94,711,082
Fund Balances:					
Nonspendable	64,000	-	-	-	64,000
Restricted:					
Stabilization by State Statute	14,593,199	-	-	352	14,593,551
Restricted - other	4,832,259	-	30,446,631	2,770,366	38,049,256
Committed	214,566	30,273,993	18,071,451	-	48,560,010
Assigned	3,349,236	-	-	13,840,271	17,189,507
Unassigned	93,169,036	-	-	-	93,169,036
Total fund balances	116,222,296	30,273,993	48,518,082	16,610,989	211,625,360
Total liabilities, deferred inflow of resources and fund balances	$ 217,933,525	$ 30,422,084	$ 49,949,069	$ 16,665,768	$ 314,970,446

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2021

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Revenues:					
Ad valorem taxes	$ 42,577,550	$ -	$ -	$ -	$ 42,577,550
Local option sales taxes	3,980,263	-	-	-	3,980,263
Other taxes and licenses	3,402,428	-	-	-	3,402,428
Unrestricted intergovernmental revenues	87,577	-	-	-	87,577
Restricted intergovernmental revenues	3,573,074	7,879	-	14,002,474	17,583,427
Permits and fees	1,840,218	-	-	67,710	1,907,928
Sales and services	4,409,593	-	-	-	4,409,593
Investment earnings	15,138	4,500	3,671	413	23,722
Other	392,829	-	-	-	392,829
Total revenues	60,278,670	12,379	3,671	14,070,597	74,365,317
Expenditures:					
Current:					
General government	3,966,663	127,289	-	116,865	4,210,817
Public safety	12,948,964	-	-	142,852	13,091,816
Central services	5,753,752	-	-	-	5,753,752
Human services	6,811,277	-	-	-	6,811,277
Transportation	40,250	217,384	-	-	257,634
Environmental protection	4,732,604	-	-	11,053	4,743,657
Culture and recreation	1,182,300	3,900	-	-	1,186,200
Economic and physical development	2,594,920	-	-	-	2,594,920
Education	13,261,897	-	2,349,928	-	15,611,825
Debt Service:					
Principal retirement	4,590,000	-	-	-	4,590,000
Interest and fiscal charges	2,479,480	-	-	-	2,479,480
Total expenditures	58,362,107	348,573	2,349,928	270,770	61,331,378
Revenues over (under) expenditures	1,916,563	(336,194)	(2,346,257)	13,799,827	13,033,939
Other Financing Sources (Uses):					
Transfers from other funds	-	547,741	6,340,995	-	6,888,736
Transfers to other funds	(6,888,736)	-	-	-	(6,888,736)
Total other financing sources (uses)	(6,888,736)	547,741	6,340,995	-	-
Net change in fund balance	(4,972,173)	211,547	3,994,738	13,799,827	13,033,939
Fund balance, beginning of year	121,194,469	30,062,445	44,523,344	2,811,162	198,591,420
Fund balance, end of year	$ 116,222,296	$ 30,273,992	$ 48,518,082	$ 16,610,989	$ 211,625,359

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2021

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad valorem taxes	$ 148,800,658	$ 148,800,658	$ 42,577,550	$ (106,223,108)
Local option sales taxes	31,718,980	31,718,980	3,980,263	(27,738,717)
Other taxes and licenses	5,245,000	5,245,000	3,402,428	(1,842,572)
Unrestricted intergovernmental revenues	2,710,000	2,710,000	87,577	(2,622,423)
Restricted intergovernmental revenues	15,654,560	17,544,596	3,573,074	(13,971,522)
Permits and fees	4,966,110	4,966,110	1,840,218	(3,125,892)
Sales and services	13,423,392	13,429,392	4,409,593	(9,019,799)
Investment earnings	100,275	100,275	15,138	(85,137)
Other	1,186,332	1,355,093	392,829	(962,264)
Total revenues	223,805,307	225,870,104	60,278,670	(165,591,434)
Expenditures:				
Current:				
General government	14,786,186	14,624,186	3,966,663	10,657,523
Central services	19,256,727	19,897,651	5,753,752	14,143,899
Public safety	55,189,599	57,340,079	12,948,964	44,391,115
Transportation	161,000	161,000	40,250	120,750
Environmental protection	19,272,998	19,181,159	4,732,604	14,448,555
Economic and physical development	8,641,052	9,714,141	2,594,920	7,119,221
Human services	29,155,754	30,983,147	6,811,277	24,171,870
Education	53,314,798	53,314,798	13,261,897	40,052,901
Culture and recreation	5,413,060	5,563,052	1,182,300	4,380,752
Debt Service:				
Principal retirement	10,980,001	10,980,001	4,590,000	6,390,001
Interest and fiscal charges	4,966,876	4,966,876	2,479,480	2,487,396
Total expenditures	221,138,051	226,726,090	58,362,107	168,363,983
Revenues over (under) expenditures	2,667,256	(855,986)	1,916,563	2,772,549
Other Financing Sources (Uses):				
Transfers to other funds	(6,888,736)	(26,888,736)	(6,888,736)	20,000,000
Appropriated fund balance	4,221,480	27,744,722	-	(27,744,722)
Total other financing sources (uses)	(2,667,256)	855,986	(6,888,736)	(7,744,722)
Net change in fund balances	$ -	$ -	(4,972,173)	$ (4,972,173)
Fund balance, beginning of year			121,194,469	
Fund balance, end of year			$ 116,222,296	

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	September 30, 2020
Revenues:							
Ad Valorem Taxes:							
Current year taxes	$145,900,658	$145,900,658	$ 42,026,500	$ (103,874,158)	29%	$ 145,794,285	$ 37,562,514
Prior year taxes	2,200,000	2,200,000	356,085	(1,843,915)	16%	3,366,220	774,478
Penalties and interest	700,000	700,000	194,965	(505,035)	28%	1,082,975	153,731
	148,800,658	148,800,658	42,577,550	(106,223,108)	29%	150,243,480	38,490,723
Local Option Sales Taxes:							
Article 39 (1%)	13,189,257	13,189,257	1,829,991	(11,359,266)	14%	14,963,939	1,553,778
Article 40 (1/2%)	9,471,405	9,471,405	998,072	(8,473,333)	11%	10,047,866	858,173
Article 42 (1/2%)	9,058,318	9,058,318	1,152,200	(7,906,118)	13%	10,074,104	977,927
	31,718,980	31,718,980	3,980,263	(27,738,717)	13%	35,085,909	3,389,878
Other Taxes and Licenses:							
Scrap tire disposal fee	180,000	180,000	-	(180,000)	0%	150,464	-
Deed stamp excise tax	3,100,000	3,100,000	2,263,720	(836,280)	73%	7,909,198	1,982,957
Solid waste tax	60,000	60,000	-	(60,000)	0%	68,361	-
White goods disposal tax	55,000	55,000	-	(55,000)	0%	56,098	-
1% Occupancy Tax	1,850,000	1,850,000	1,138,708	(711,292)	62%	2,337,074	763,676
	5,245,000	5,245,000	3,402,428	(1,842,572)	65%	10,521,195	2,746,633
Unrestricted Intergovernmental:							
Medicaid hold harmless	2,000,000	2,000,000	-	(2,000,000)	0%	6,238,454	-
Beer and wine tax	250,000	250,000	-	(250,000)	0%	300,219	-
Jail fees	460,000	460,000	87,577	(372,423)	19%	539,398	110,491
	2,710,000	2,710,000	87,577	(2,622,423)	3%	7,078,071	110,491
Restricted Intergovernmental:							
State and federal grant	15,382,060	17,272,096	3,480,583	(13,791,513)	20%	21,351,937	2,921,800
State Aid to Libraries	145,000	145,000	38,097	(106,903)	26%	152,730	24,746
Court facility fees	110,000	110,000	25,436	(84,564)	23%	121,970	18,209
Payments in lieu of taxes	-	-	-	-	na	6,050	-
ABC education requirement	-	-	2,224	2,224	na	2,154	-
ABC law enforcement services	10,000	10,000	-	(10,000)	0%	13,043	-
State drug tax	7,500	7,500	26,734	19,234	356%	52,616	3,843
	15,654,560	17,544,596	3,573,074	(13,971,522)	20%	21,700,500	2,968,598
Permits and Fees:							
Blding inspections and permits	2,861,000	2,861,000	1,201,422	(1,659,578)	42%	3,973,907	764,880
Recording fees	800,000	800,000	319,350	(480,650)	40%	1,300,198	325,138
Fire inspection fees	200,000	200,000	46,255	(153,745)	23%	218,774	47,480
Concealed handgun permit	250,000	250,000	51,670	(198,330)	21%	382,794	72,434
Other permit and fees	855,110	855,110	221,521	(633,589)	26%	906,219	199,183
	4,966,110	4,966,110	1,840,218	(3,125,892)	37%	6,781,892	1,409,115
Sales and Services:							
Solid waste fees	2,600,000	2,600,000	763,241	(1,836,759)	29%	3,477,371	634,754
School resource officer reimb.	1,601,476	1,593,626	800,738	(792,888)	50%	1,570,071	-
Rents	15,000	15,000	3,483	(11,517)	23%	13,930	3,483
EMS Charges	5,100,000	5,100,000	1,795,414	(3,304,586)	35%	5,195,662	686,231
Public health user fees	944,950	944,950	400,491	(544,459)	42%	1,368,638	260,095
Sheriff animal prot. serv. fees	98,500	98,500	22,793	(75,707)	23%	93,282	25,536
Social services fees	78,700	78,700	10,988	(67,712)	14%	59,288	13,284
Public housing fees	16,300	16,300	500	(15,800)	3%	3,077	689
Tax collection fees	280,000	280,000	73,006	(206,994)	26%	318,152	60,840
Other sales and services	1,984,406	1,998,256	318,412	(1,679,844)	16%	2,098,204	256,645
Register of deeds	344,510	344,510	116,755	(227,755)	34%	428,066	105,903

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	September 30, 2020
Sales and Services (continued):							
Marriage licenses	52,200	52,200	17,910	(34,290)	34%	56,841	17,623
Recreation services	307,350	307,350	85,862	(221,488)	28%	89,183	(635)
	13,423,392	13,429,392	4,409,593	(9,019,799)	33%	14,771,765	2,064,448
Investment earnings	100,275	100,275	15,138	(85,137)	15%	80,630	23,926
Other:							
ABC bottles taxes	45,000	45,000	14,853	(30,147)	33%	81,640	15,982
Cnty Brd of Alcohol Control	24,000	24,000	-	(24,000)	0%	30,000	-
Contributions	9,000	14,220	17,348	3,128	122%	116,784	13,618
Other revenues	1,108,332	1,271,873	360,628	(911,245)	28%	3,938,919	107,870
	1,186,332	1,355,093	392,829	(962,264)	29%	4,167,343	137,470
Total revenues	223,805,307	225,870,104	60,278,670	(165,591,434)	27%	250,430,785	51,341,282
Expenditures:							
General Government:							
Governing Body:							
Salaries	195,066	195,066	66,830	128,236	34%	189,464	50,840
Fringe benefits	76,260	76,260	18,003	58,257	24%	55,331	14,195
Operating costs	70,850	70,850	19,562	51,288	28%	32,707	16,835
	342,176	342,176	104,395	237,781	31%	277,502	81,870
County Administration:							
Salaries	740,299	740,299	227,754	512,545	31%	669,217	184,008
Fringe benefits	231,509	231,509	66,665	164,844	29%	199,287	54,738
Operating costs	48,554	48,554	41,917	6,637	86%	46,021	9,503
	1,020,362	1,020,362	336,336	684,026	33%	914,525	248,249
Human Resources:							
Salaries	363,674	363,674	106,693	256,981	29%	339,421	93,100
Fringe benefits	129,468	129,468	34,863	94,605	27%	120,060	31,859
Operating costs	11,650	11,650	787	10,863	7%	4,876	1,105
	504,792	504,792	142,343	362,449	28%	464,357	126,064
Communications:							
Salaries	118,792	118,792	16,417	102,375	14%	-	-
Fringe benefits	46,111	46,111	5,777	40,334	13%	-	-
Operating costs	82,035	82,035	7,138	74,897	9%	-	-
	246,938	246,938	29,332	217,606	12%	-	-
Finance:							
Salaries	968,207	968,207	264,364	703,843	27%	903,580	245,900
Fringe benefits	347,282	347,282	89,952	257,330	26%	305,634	81,781
Operating costs	573,225	573,225	351,663	221,562	61%	449,470	112,518
	1,888,714	1,888,714	705,979	1,182,735	37%	1,658,684	440,199
Tax Administration:							
Salaries	2,688,430	2,688,430	682,844	2,005,586	25%	2,448,067	667,251
Fringe benefits	1,072,276	1,072,276	265,344	806,932	25%	965,052	254,755
Operating costs	1,080,485	1,080,485	295,740	784,745	27%	875,946	273,191
	4,841,191	4,841,191	1,243,928	3,597,263	26%	4,289,065	1,195,197

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	September 30, 2020
County Attorney:							
Salaries	424,569	424,569	117,544	307,025	28%	416,647	113,958
Fringe benefits	137,615	137,615	36,837	100,778	27%	127,666	34,583
Operating costs	151,450	151,450	9,926	141,524	7%	52,168	9,100
	713,634	713,634	164,307	549,327	23%	596,481	157,641
Court Facilities:							
Operating costs	274,936	274,936	27,978	246,958	10%	177,361	31,761
Board of Elections:							
Salaries	702,664	702,664	96,932	605,732	14%	864,924	113,719
Fringe benefits	160,553	160,553	34,607	125,946	22%	148,583	30,680
Operating costs	286,987	286,987	16,024	270,963	6%	359,566	127,559
	1,150,204	1,150,204	147,563	1,002,641	13%	1,373,073	271,958
Register of Deeds:							
Salaries	749,245	749,245	180,392	568,853	24%	654,767	179,900
Fringe benefits	337,070	337,070	76,032	261,038	23%	293,209	76,165
Operating costs	2,016,924	2,016,924	808,078	1,208,846	40%	4,347,293	751,060
Capital outlay	-	-	-	-	na	29,454	-
	3,103,239	3,103,239	1,064,502	2,038,737	34%	5,324,723	1,007,125
Contingency:							
Operating Costs	700,000	538,000	-	538,000	0%	-	-
Total general government	14,786,186	14,624,186	3,966,663	10,657,523	27%	15,075,771	3,560,064
Central Services:							
Information Technology:							
Salaries	1,315,513	1,315,513	339,220	976,293	26%	1,163,698	316,344
Fringe benefits	474,782	474,782	115,151	359,631	24%	399,503	105,592
Operating costs	1,681,300	1,772,122	204,170	1,567,952	12%	1,111,739	152,228
Capital outlay	24,000	24,000	-	24,000	0%	96,271	90,771
	3,495,595	3,586,417	658,541	2,927,876	18%	2,771,211	664,935
Fleet Services:							
Salaries	714,600	714,600	183,538	531,062	26%	684,393	187,421
Fringe benefits	294,249	294,249	71,551	222,698	24%	270,912	72,248
Operating costs	319,129	319,129	(162,405)	481,534	-51%	334,222	(34,474)
Capital outlay	-	399,260	-	399,260	0%	86,736	64,196
	1,327,978	1,727,238	92,684	1,634,554	5%	1,376,263	289,391
Engineering:							
Salaries	481,590	481,590	128,081	353,509	27%	463,069	123,029
Fringe benefits	168,716	168,716	43,528	125,188	26%	157,068	40,867
Operating costs	32,975	69,866	22,496	47,370	32%	162,185	5,465
	683,281	720,172	194,105	526,067	27%	782,322	169,361
Operation Services:							
Salaries	2,368,103	2,368,103	617,930	1,750,173	26%	2,238,716	631,570
Fringe benefits	1,056,851	1,056,851	256,727	800,124	24%	966,100	256,351
Operating costs	3,633,683	3,697,634	569,698	3,127,936	15%	3,090,250	650,143
Capital outlay	293,000	343,000	-	343,000	0%	226,280	-
	7,351,637	7,465,588	1,444,355	6,021,233	19%	6,521,346	1,538,064

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	September 30, 2020
Non-departmental:							
Fringe benefits	6,021,158	6,021,158	2,327,567	3,693,591	39%	5,696,954	1,226,028
Operating costs	377,078	377,078	1,036,500	(659,422)	275%	294,482	978,562
	6,398,236	6,398,236	3,364,067	3,034,169	53%	5,991,436	2,204,590
Total central services	19,256,727	19,897,651	5,753,752	14,143,899	29%	17,442,578	4,866,341
Public Safety:							
District Attorney:							
Operating costs	53,000	53,000	1,147	51,853	2%	20,886	826
Sheriff:							
Salaries	11,592,681	11,598,681	3,146,302	8,452,379	27%	11,010,834	2,973,272
Fringe benefits	4,390,822	4,390,822	1,118,316	3,272,506	25%	3,988,151	1,035,911
Operating costs	3,073,394	3,526,621	679,606	2,847,015	19%	2,928,027	541,001
Capital outlay	1,196,955	1,394,457	126,438	1,268,019	9%	1,173,204	321,210
	20,253,852	20,910,581	5,070,662	15,839,919	24%	19,100,216	4,871,394
Detention Center:							
Salaries	5,569,791	5,569,791	1,320,836	4,248,955	24%	4,774,415	1,218,471
Fringe benefits	2,271,624	2,271,624	506,850	1,764,774	22%	1,855,402	465,644
Operating costs	3,318,358	3,341,997	784,661	2,557,336	23%	2,709,348	626,361
Capital outlay	188,139	228,562	45,390	183,172	20%	107,353	-
	11,347,912	11,411,974	2,657,737	8,754,237	23%	9,446,518	2,310,476
Emergency Medical:							
Salaries	7,104,840	7,104,840	1,718,408	5,386,432	24%	6,400,504	1,712,277
Fringe benefits	2,573,198	2,573,198	600,395	1,972,803	23%	2,228,571	572,317
Operating costs	2,121,385	2,133,813	550,814	1,582,999	26%	2,083,217	475,769
Capital outlay	1,693,500	2,300,245	-	2,300,245	0%	262,034	91,449
	13,492,923	14,112,096	2,869,617	11,242,479	20%	10,974,326	2,851,812
Emergency Management:							
Salaries	272,999	272,999	71,610	201,389	26%	266,941	72,217
Fringe benefits	92,174	92,174	21,575	70,599	23%	84,156	20,843
Operating costs	545,075	557,075	64,825	492,250	12%	488,770	111,588
Capital outlay	137,300	137,300	-	137,300	0%	5,334	5,334
	1,047,548	1,059,548	158,010	901,538	15%	845,201	209,982
Other Agencies:							
Fire districts	60,000	60,000	15,000	45,000	25%	60,000	15,000
Rescue Squads	331,800	331,800	3,575	328,225	1%	322,800	-
	391,800	391,800	18,575	373,225	5%	382,800	15,000
Building Inspections and Central Permitting							
Salaries	1,999,581	1,999,581	547,919	1,451,662	27%	1,760,876	459,558
Fringe benefits	749,702	749,702	190,105	559,597	25%	619,581	158,083
Operating costs	167,500	684,140	37,012	647,128	5%	128,360	24,265
Capital outlay	43,000	80,000	-	80,000	0%	59,991	-
	2,959,783	3,513,423	775,036	2,738,387	22%	2,568,808	641,906

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	September 30, 2020
Fire Inspections							
Salaries	407,511	407,511	103,748	303,763	25%	379,345	99,071
Fringe benefits	149,006	149,006	31,345	117,661	21%	116,578	30,007
Operating costs	51,356	51,356	10,266	41,090	20%	61,437	12,307
Capital outlay	12,000	12,000	11,096	904	92%	36,267	-
	619,873	619,873	156,455	463,418	25%	593,627	141,385
Central Communications:							
Salaries	2,121,774	2,121,774	481,512	1,640,262	23%	1,768,119	464,960
Fringe benefits	838,242	838,242	183,315	654,927	22%	686,836	173,470
Operating costs	619,520	597,420	47,536	549,884	8%	446,376	40,033
Capital outlay	213,911	402,627	181,188	221,439	45%	194,830	27,256
	3,793,447	3,960,063	893,551	3,066,512	23%	3,096,161	705,719
Animal Protective Services:							
Salaries	608,380	608,380	176,330	432,050	29%	611,377	160,164
Fringe benefits	249,123	249,123	68,264	180,859	27%	241,044	61,957
Operating costs	321,958	400,970	71,677	329,293	18%	217,740	39,841
Capital outlay	50,000	49,248	31,903	17,345	65%	33,253	-
	1,229,461	1,307,721	348,174	959,547	27%	1,103,414	261,962
Total public safety	55,189,599	57,340,079	12,948,964	44,391,115	23%	48,131,957	12,010,462
Transportation:							
Cape Fear Regional Jetport	111,000	111,000	27,750	83,250	25%	111,000	27,750
Odell Williamson Mun. Air.	50,000	50,000	12,500	37,500	25%	27,500	6,875
Total transportation	161,000	161,000	40,250	120,750	25%	138,500	34,625
Environmental Protection:							
Solid Waste:							
Salaries	416,216	416,216	105,568	310,648	25%	359,300	107,031
Fringe benefits	178,623	178,623	40,359	138,264	23%	148,002	41,506
Operating costs	18,371,550	18,279,711	4,551,688	13,728,023	25%	18,527,744	4,415,005
Capital outlay	36,500	36,500	-	36,500	0%	224,830	-
	19,002,889	18,911,050	4,697,615	14,213,435	25%	19,259,876	4,563,542
Other:							
Forestry services	270,109	270,109	34,989	235,120	13%	245,902	31,132
Total environmental protection	19,272,998	19,181,159	4,732,604	14,448,555	25%	19,505,778	4,594,674
Economic Development:							
Community Enforcement:							
Salaries	185,248	185,248	50,018	135,230	27%	150,565	26,008
Fringe benefits	79,501	79,501	20,458	59,043	26%	60,950	10,102
Operating costs	17,840	17,840	4,091	13,749	23%	13,338	5,782
Capital outlay	32,000	32,000	-	32,000	0%	-	-
	314,589	314,589	74,567	240,022	24%	224,853	41,892
Planning:							
Salaries	512,964	512,964	154,628	358,336	30%	483,307	133,288
Fringe benefits	193,589	193,589	52,500	141,089	27%	175,107	47,256
Operating costs	264,150	264,150	51,177	212,973	19%	260,491	60,556
	970,703	970,703	258,305	712,398	27%	918,905	241,100

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	September 30, 2020
Cooperative Extension:							
Salaries	321,660	362,498	52,557	309,941	14%	300,897	52,219
Fringe benefits	155,016	158,140	19,164	138,976	12%	125,904	17,613
Operating costs	140,845	160,008	25,377	134,631	16%	170,679	24,852
Capital outlay	90,000	90,000	-	90,000	0%	7,571	-
	707,521	770,646	97,098	673,548	13%	605,051	94,684
Soil and Water Conservation:							
Salaries	151,302	151,302	40,621	110,681	27%	177,544	45,727
Fringe benefits	62,628	62,628	16,255	46,373	26%	65,779	16,892
Operating costs	17,950	17,289	1,450	15,839	8%	12,296	815
Capital outlay	28,000	29,136	-	29,136	0%	-	-
	259,880	260,355	58,326	202,029	22%	255,619	63,434
Public Housing Section 8:							
Salaries	179,878	179,878	47,611	132,267	26%	156,687	26,538
Fringe benefits	78,718	78,718	19,903	58,815	25%	63,454	10,445
Operating costs	2,111,183	2,204,194	511,607	1,692,587	23%	2,043,166	494,727
	2,369,779	2,462,790	579,121	1,883,669	24%	2,263,307	531,710
1% Occupancy Tax:							
Operating costs	1,850,000	1,850,000	1,138,708	711,292	62%	2,337,073	763,676
Other Economic Development:							
Contracted Services	149,700	149,700	-	149,700	na	23,325	-
Holden Beach Special Obligation Bond	1,343,880	1,343,880	-	1,343,880	0%	-	-
Lockwood Folly & Shallotte Dredging	-	270,045	270,045	-	100%	494,343	158,848
Reserve for shoreline	200,000	346,433	-	346,433	0%	-	-
Brunswick Busines & Industry Development	475,000	575,000	118,750	456,250	21%	425,000	106,250
Access Road Ec. Dv. Proj.	-	400,000	-	400,000	0%	-	-
	2,168,580	3,085,058	388,795	2,696,263	13%	942,668	265,098
Total economic development	8,641,052	9,714,141	2,594,920	7,119,221	27%	7,547,476	2,001,594
Human Services:							
Health:							
Administration:							
Salaries	2,624,201	2,624,201	709,799	1,914,402	27%	2,128,499	679,816
Fringe benefits	1,388,231	1,388,231	354,703	1,033,528	26%	1,306,112	357,354
Operating costs	405,700	427,142	21,387	405,755	5%	279,939	44,851
Capital outlay	-	71,488	71,488	-	100%	25,527	-
	4,418,132	4,511,062	1,157,377	3,353,685	26%	3,740,077	1,082,021
Communicable Diseases:							
Operating costs	414,957	414,957	93,256	321,701	22%	367,227	123,522
Adult Health Maintenance:							
Operating costs	263,055	272,100	9,743	262,357	4%	1,032,759	934,643

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	September 30, 2020
Senior Health							
Salaries	52,000	52,000	13,873	38,127	27%	39,807	962
Fringe benefits	21,259	21,259	5,499	15,760	26%	14,875	220
Operating costs	4,985	4,985	615	4,370	12%	1,754	587
	78,244	78,244	19,987	58,257	26%	56,436	1,769
Maternal and Child Health:							
Salaries	388,887	388,887	96,895	291,992	25%	352,333	84,339
Fringe benefits	172,098	172,098	40,405	131,693	23%	151,954	35,611
Operating costs	594,250	604,387	106,095	498,292	18%	444,365	142,932
	1,155,235	1,165,372	243,395	921,977	21%	948,652	262,882
Environmental Health:							
Salaries	1,339,700	1,339,700	364,860	974,840	27%	1,285,709	330,414
Fringe benefits	497,881	497,881	127,941	369,940	26%	460,867	115,799
Operating costs	144,900	1,324,493	173,628	1,150,865	13%	969,738	69,727
Capital outlay	17,128	17,128	-	17,128	0%	244,218	-
	1,999,609	3,179,202	666,429	2,512,773	21%	2,960,532	515,940
Total health	8,329,232	9,620,937	2,190,187	7,430,750	23%	9,105,683	2,920,777
Veterans' Services:							
Salaries	152,773	152,773	40,956	111,817	27%	141,152	35,499
Fringe benefits	62,985	62,985	16,311	46,674	26%	57,800	14,221
Operating costs	37,951	40,951	10,975	29,976	27%	14,468	7,141
Total veterans' services	253,709	256,709	68,242	188,467	27%	213,420	56,861
Social Services:							
Administration:							
Salaries	8,148,758	8,328,758	2,037,621	6,291,137	24%	7,236,249	1,966,183
Fringe benefits	3,992,988	4,065,628	956,748	3,108,880	24%	3,478,156	924,134
Operating costs	2,992,551	3,027,551	392,478	2,635,073	13%	3,081,107	334,095
Capital outlay	150,000	150,000	-	150,000	0%	83,343	-
	15,284,297	15,571,937	3,386,847	12,185,090	22%	13,878,855	3,224,412
Other Operating Costs:							
Medical assistance	20,000	20,000	705	19,295	4%	5,630	1,351
Aid to the blind	4,100	4,100	-	4,100	0%	4,100	-
Adoption assistance	250,000	250,000	42,554	207,446	17%	169,448	42,684
Special assistance	425,000	415,000	65,102	349,898	16%	272,019	69,363
Foster care	600,000	600,000	107,293	492,707	18%	592,306	94,326
State foster home	800,000	800,000	113,379	686,621	14%	724,210	119,244
Special assistance	27,121	27,121	8,039	19,082	30%	23,604	3,901
Day care	23,000	23,000	-	23,000	0%	4,207	-
Special child adopt. assistance	-	75,687	-	75,687	0%	5,959	1,075
	2,149,221	2,214,908	337,072	1,877,836	15%	1,801,483	331,944
Total social services	17,433,518	17,786,845	3,723,919	14,062,926	21%	15,680,338	3,556,356

COUNTY OF BRUNSWICK, NORTH CAROLINA

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	Original Budget	Current Budget	September 30, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	September 30, 2020
Other Human Services:							
Trillium Health Resources	250,443	250,443	62,611	187,832	25%	250,443	-
Brunswick Senior Resources	2,888,852	2,888,852	722,212	2,166,640	25%	2,713,739	678,435
Other human services	-	179,361	44,106	135,255	25%	211,238	46,377
	3,139,295	3,318,656	828,929	2,489,727	25%	3,175,420	724,812
Total human services	29,155,754	30,983,147	6,811,277	24,171,870	22%	28,174,861	7,258,806
Education:							
Public schools	47,523,253	47,523,253	11,880,813	35,642,440	25%	46,096,535	11,524,134
Public schools - capital outlay	996,991	996,991	249,249	747,742	25%	967,060	241,764
Pub. sch.-fines and forfeitures	-	-	20,695	(20,695)	na	299,765	-
Community college	4,438,054	4,438,054	1,022,016	3,416,038	23%	4,354,069	997,191
Community college - cap. out.	356,500	356,500	89,124	267,376	25%	295,343	73,836
Total education	53,314,798	53,314,798	13,261,897	40,052,901	25%	52,012,772	12,836,925
Culture and Recreation:							
Parks and Recreation:							
Administration:							
Salaries	734,565	734,565	189,631	544,934	26%	571,044	163,976
Fringe benefits	222,930	222,930	55,903	167,027	25%	190,075	53,071
Operating costs	714,744	726,744	138,629	588,115	19%	380,468	93,726
Capital outlay	569,000	569,000	-	569,000	0%	168,930	618
	2,241,239	2,253,239	384,163	1,869,076	17%	1,310,517	311,391
Maintenance:							
Salaries	805,274	805,274	203,152	602,122	25%	684,841	190,510
Fringe benefits	338,793	338,793	80,905	257,888	24%	286,792	77,513
Operating costs	461,600	599,592	117,702	481,890	20%	367,738	78,446
Capital outlay	108,000	108,000	7,196	100,804	7%	66,054	-
	1,713,667	1,851,659	408,955	1,442,704	22%	1,405,425	346,469
Total Parks and Recreation	3,954,906	4,104,898	793,118	3,311,780	19%	2,715,942	657,860
Brunswick County Library:							
Salaries	840,024	840,024	214,958	625,066	26%	777,644	207,731
Fringe benefits	367,930	367,930	85,965	281,965	23%	322,420	83,732
Operating costs	250,200	250,200	88,259	161,941	35%	213,176	82,101
	1,458,154	1,458,154	389,182	1,068,972	27%	1,313,240	373,564
Total culture and recreation	5,413,060	5,563,052	1,182,300	4,380,752	21%	4,029,182	1,031,424
Debt Service:							
Principal retirement	10,980,001	10,980,001	4,590,000	6,390,001	42%	12,305,000	2,500,000
Interest and fees	4,966,876	4,966,876	2,479,480	2,487,396	50%	3,240,524	1,027,510
Total debt service	15,946,877	15,946,877	7,069,480	8,877,397	44%	15,545,524	3,527,510
Total expenditures	221,138,051	226,726,090	58,362,107	168,363,983	26%	207,604,399	51,722,425
Revenues over (under) expenditures	2,667,256	(855,986)	1,916,563	2,772,549		42,826,386	(381,143)

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	September 30, 2020
Transfers To Other Funds:							
Transfer to county capital projects fund	(547,741)	(20,547,741)	(547,741)	20,000,000	3%	(10,000,000)	-
Transfer to grant projects funds	-	-	-	-	na	(300,000)	-
Transfer to emergency telephone system fund	-	-	-	-	na	(145,288)	-
Transfer to school capital projects fund	(6,340,995)	(6,340,995)	(6,340,995)	-	100%	(8,731,926)	-
	(6,888,736)	(26,888,736)	(6,888,736)	20,000,000	26%	(19,177,214)	-
Budgetary Financing Sources (Uses):							
Appropriated fund balance	4,221,480	27,744,722	-	(27,744,722)	0%	-	-
Total other financing sources (uses)	(2,667,256)	855,986	(6,888,736)	(7,744,722)		(19,177,214)	-
Net change in fund balance	$ -	$ -	(4,972,173)	$ (4,972,173)		23,649,172	(381,143)
Fund balance, beginning of year			121,194,469			97,026,999	97,026,999
Restated			-			518,298	-
Fund balance, beginning, as restated			121,194,469			97,545,297	97,026,999
Fund balance, end of year			$116,222,296			$ 121,194,469	$ 96,645,856

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - COUNTY CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED SEPTEMBER 30, 2021

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental-NC Dept. of Transportation	$ 25,888,920	$ 22,256,218	$ 7,879	$ 22,264,097
Restricted intergovernmental-NC Parks & Rec. Trust Fund	750,500	300,000	-	300,000
CARES Act	92,000	92,000	-	92,000
Investment earnings	841,170	852,789	4,500	857,289
Performance bonds	290,876	290,876	-	290,876
Other	350,000	349,240	-	349,240
Total revenues	28,213,466	24,141,123	12,379	24,153,502
Expenditures:				
General Government:				
Court House Renovation	14,076,237	11,338,650	127,289	11,465,939
Future Capital Projects	30,000,000	-	-	-
	44,076,237	11,338,650	127,289	11,465,939
Environmental protection:				
Landfill Transfer Station	337,000	282,024	-	282,024
Future Capital Projects	15,351,735	-	-	-
	15,688,735	282,024	-	282,024
Economic Development:				
Springlake at Maritime Shores	274,585	-	-	-
Cultural and recreation:				
OIB Park Improvements	5,805,569	5,805,569	-	5,805,569
Smithville Park Improvements	6,689,666	5,979,162	3,900	5,983,062
Brunswick Waterway Park Improvements	644,083	201,210	-	201,210
Waccamaw Multiuse Building	355,800	242,369	-	242,369
	13,495,118	12,228,310	3,900	12,232,210
Transportation:				
Airport Improvements	27,151,013	22,994,173	217,384	23,211,557
Other:				
Future Capital Projects	821,133	-	-	-
Total expenditures	101,506,821	46,843,157	348,573	47,191,730
Revenues over (under) expenditures	(73,293,355)	(22,702,034)	(336,194)	(23,038,228)
Other Financing Sources (Uses):				
Appropriated fund balance	4,805,618	-	-	-
Transfer from general fund	72,781,621	52,233,884	547,742	52,781,626
Transfer to general fund	(4,293,884)	(4,293,884)	-	(4,293,884)
Total other financing sources (uses)	73,293,355	47,940,000	547,742	48,487,742
Net change in fund balance	$ -	$ 25,237,967	211,548	$ 25,449,514
Fund balance, beginning of year			30,062,445	
Fund balance, end of year			$ 30,273,993	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - EDUCATION CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED SEPTEMBER 30, 2021

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
NC Public Education Lottery	$ 7,082,039	$ 7,092,797	$ -	$ 7,092,797
Investment earnings	-	411,034	2,903	413,937
Investment earnings-debt proceeds	-	1,295,275	768	1,296,043
Total revenues	7,082,039	8,799,106	3,671	8,802,777
Expenditures:				
Brunswick County Schools	193,686,314	144,838,549	2,349,928	147,188,477
Brunswick Community College	2,304,445	2,004,940	-	2,004,940
Total expenditures	195,990,759	146,843,489	2,349,928	149,193,417
Revenues over (under) expenditures	(188,908,720)	(138,044,383)	(2,346,257)	(140,390,640)
Other Financing Sources (Uses):				
Transfer from general fund	82,171,104	75,830,108	6,340,995	82,171,103
Transfer to general fund	(314,013)	(314,013)	-	(314,013)
Premium on bonds issued	8,749,216	8,749,217	-	8,749,217
Debt financing issued	91,750,000	91,750,000	-	91,750,000
Appropriated fund balance	6,552,413	-	-	-
Total other financing sources (uses)	188,908,720	176,015,312	6,340,995	182,356,307
Net change in fund balance	$ -	$ 37,970,929	3,994,738	$ 41,965,667
Fund balance, beginning of year			44,523,344	
Fund balance, end of year			$ 48,518,082	

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2021

	Emergency Telephone System Fund	Grant Project	ROD-Technology Enhancement Fund	Total
Assets:				
Cash and cash equivalents/investments	$ 1,716,401	$ -	$ 1,078,459	$ 2,794,860
Restricted cash and investments	-	13,870,556	-	13,870,556
Interest receivable	221	-	131	352
Total assets	1,716,622	13,870,556	1,078,590	16,665,768
Liabilities:				
Accounts payable and other liabilities	13,507	-	10,987	24,494
Due to other funds	-	30,285	-	30,285
Total liabilities	13,507	30,285	10,987	54,779
Fund Balance:				
Stabilization by State Statute	221	-	131	352
Restricted - other	1,702,894	-	1,067,472	2,770,366
Assigned	-	13,840,271	-	13,840,271
Total fund balances	1,703,115	13,840,271	1,067,603	16,610,989
Total liabilities, deferred inflow of resources and fund balances	$ 1,716,622	$ 13,870,556	$ 1,078,590	$ 16,665,768

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2021

	Emergency Telephone System Fund	Grant Project	ROD-Technology Enhancement Fund	Total
Revenues:				
Restricted intergovernmental	$ 68,144	$ 13,934,330	$ -	$ 14,002,474
Permits and fees	-	-	67,710	67,710
Investment earnings	257	-	156	413
Total revenues	68,401	13,934,330	67,866	14,070,597
Expenditures:				
General government	-	83,006	33,859	116,865
Public safety	142,852	-	-	142,852
Environmental protection	-	11,053	-	11,053
Total expenditures	142,852	94,059	33,859	270,770
Net change in fund balances	(74,451)	13,840,271	34,007	13,799,827
Fund balance, beginning of year	1,777,566	-	1,033,596	2,811,162
Fund balance, end of year	$ 1,703,115	$ 13,840,271	$ 1,067,603	$ 16,610,989

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Budget	September 30, 2021	Variance Positive (Negative)	June 30, 2021	September 30, 2020
Revenues:					
Restricted intergovernmental	$ 408,865	$ 68,144	$ (340,721)	$ 799,291	$ 133,215
Investment earnings	-	257	257	1,295	589
Total revenues	408,865	68,401	(340,464)	800,586	133,804
Expenditures:					
Operating costs	466,862	142,852	324,010	388,022	103,730
Capital outlay	1,294,595	-	1,294,595	168,292	-
Total expenditures	1,761,457	142,852	1,618,605	556,314	103,730
Revenues over (under) expenditures	(1,352,592)	(74,451)	1,278,141	244,272	30,074
Other Financing Sources (Uses):					
Transfers from general fund	-	-	-	145,288	-
Appropriated fund balance	1,352,592	-	(1,352,592)	-	-
Total other financing sources (uses)	1,352,592	-	(1,352,592)	145,288	-
Net change in fund balance	$ -	(74,451)	$ (74,451)	389,560	30,074
Fund balance, beginning of year		1,777,566		1,388,006	1,388,006
Fund balance, end of year		$ 1,703,115		$ 1,777,566	$ 1,418,080

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL - GRANT PROJECT FUND
FROM INCEPTION AND FOR THE PERIOD ENDED SEPTEMBER 30, 2021

		Actual		
	Project Authorization	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental	$ 32,650,229	$ 1,965,372	$ 13,934,330	$ 15,899,702
Total revenues	32,650,229	1,965,372	13,934,330	15,899,702
Expenditures:				
SAMHSA Expansion Grant FY 19-24	1,600,000	947,011	83,006	1,030,017
SAMHSA	1,380,527	259,531	-	259,531
Pacon Manufacturing Incentive and Reuse	1,300,000	1,000,000	-	1,000,000
Watershed Grant Round 1	498,919	24,315	111	24,426
Watershed Grant Round 2	381,072	3,570	10,942	14,512
Watershed Grant Round 3	48,600	30,945	-	30,945
American Rescue Plan	27,741,111	-	-	-
Total expenditures	32,950,229	2,265,372	94,059	2,359,431
Revenues over (under) expenditures	(300,000)	(300,000)	13,840,271	13,540,271
Other Financing Sources (Uses):				
Transfers from general fund	300,000	300,000	-	300,000
Total other financing sources (uses)	300,000	300,000	-	300,000
Net change in fund balance	$ -	$ -	13,840,271	$ 13,840,271
Fund balance, beginning of year			-	
Fund balance, end of year			$ 13,840,271	

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Budget	September 30, 2021	Variance Positive (Negative)	June 30, 2021	September 30, 2020
Revenues:					
Permits and fees	$ 193,000	$ 67,710	$ (125,290)	$ 279,279	$ 69,992
Investment earnings	7,000	156	(6,844)	823	380
Total revenues	200,000	67,866	(132,134)	280,102	70,372
Expenditures:					
General government	217,548	33,859	183,689	149,417	37,156
Revenues over (under) expenditures	(17,548)	34,007	51,555	130,685	33,216
Other Financing Sources (Uses):					
Appropriated fund balance	17,548	-	(17,548)	-	-
Net change in fund balance	$ -	34,007	$ 34,007	130,685	33,216
Fund balance, beginning of year		1,033,596		902,911	902,911
Fund balance, end of year		$ 1,067,603		$ 1,033,596	$ 936,127

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WATER FUND (NON-GAAP)
SEPTEMBER 30, 2021

	Water Fund	Water Capital Projects	Total
Current Assets:			
Cash, cash equivalents and investments	$ 42,339,960	$ -	$ 42,339,960
Restricted cash	3,099,186	124,350,005	127,449,191
Interest receivable	5,226	508	5,734
Receivables and special assessments, net	4,096,947	-	4,096,947
Due from other governmental agencies	663,741	387,401	1,051,142
Inventories	1,501,706	-	1,501,706
Total current assets	51,706,766	124,737,914	176,444,680
Current Liabilities:			
Accounts payable and other liabilities	589,195	3,672,852	4,262,047
Customer deposits	2,218,533	-	2,218,533
Interest payable	216,529	-	216,529
Current portion of debt	2,594,508	-	2,594,508
Total current liabilities	5,618,765	3,672,852	9,291,617
Expendable net positon	**46,088,001**	**121,065,062**	**167,153,063**
Noncurrent Items:			
Non-depreciable capital assets	83,672,623	-	83,672,623
Depreciable capital assets, net	148,973,624	-	148,973,624
Deferred outflow	4,388,702	-	4,388,702
Net pension liability	(2,155,552)	-	(2,155,552)
Compensated absences	(492,120)	-	(492,120)
Total other post-employment liability	(14,964,210)	-	(14,964,210)
Non-current portion of debt	(211,853,972)	-	(211,853,972)
Deferred inflow	(1,393,012)	-	(1,393,012)
Total net positon	$ 52,264,084	$ 121,065,062	$ 173,329,146

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	September 30, 2020
Revenues:							
User charges	$ 29,271,800	$ 29,271,800	$ 8,762,638	$ (20,509,162)	30%	$ 29,633,015	$ 8,286,161
Restricted intergovernmental	-	-	-	-	na	81,663	-
Investment earnings	40,000	40,000	6,367	(33,633)	16%	33,656	16,061
Other	680,377	680,377	92,339	(588,038)	14%	743,270	89,387
Total revenues	29,992,177	29,992,177	8,861,344	(21,130,833)	30%	30,491,604	8,391,609
Expenditures:							
Salaries	5,731,502	5,731,502	1,490,025	4,241,477	26%	5,147,321	1,435,963
Fringe benefits	2,752,959	2,752,959	658,867	2,094,092	24%	2,434,496	625,838
Operating expenditures	8,306,276	9,035,673	2,130,949	6,904,724	24%	7,892,608	2,075,806
Repairs and maintenance	2,920,143	3,211,317	796,828	2,414,489	25%	2,538,732	755,632
Capital outlay	1,556,500	2,322,489	547,550	1,774,939	24%	1,332,422	453,885
Debt Service:							
Principal	1,865,574	1,865,574	-	1,865,574	0%	1,324,463	-
Interest	1,309,167	1,309,167	47,775	1,261,392	4%	892,349	51,275
Total expenditures	24,442,121	26,228,681	5,671,994	20,556,687	22%	21,562,391	5,398,399
Revenues over (under) expenditures	5,550,056	3,763,496	3,189,350	(574,146)	85%	8,929,213	2,993,210
Other Financing Sources (Uses):							
Transfer to water capital project fund	(5,550,056)	(5,550,056)	(741,000)	4,809,056	13%	(920,580)	-
Appropriated net positon	-	1,786,560	-	(1,786,560)	0%	-	-
Total other fin. sources (uses)	(5,550,056)	(3,763,496)	(741,000)	3,022,496	20%	(920,580)	-
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ -	$ 2,448,350	$ 2,448,350		$ 8,008,633	$ 2,993,210

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL -
WATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED SEPTEMBER 30, 2021

		Actual		
	Project Budget	Prior Year	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	$ 2,218,967	$ -	$ -	$ -
Investment earnings	120,276	177,956	418	178,374
Investment earnings-debt proceeds	-	263,111	3,030	266,141
Assessments	52,724	39,495	-	39,495
Penalties and interest assessments	-	13,229	-	13,229
Total revenues	2,391,967	493,791	3,448	497,239
Expenditures:				
Southeast Water Tank	50,550	50,550	-	50,550
FY16 Water Mains Top 7 and Apollo	1,773,285	1,731,758	-	1,731,758
Raw Water Mains Project	28,683,127	23,242,549	826,455	24,069,004
Shallotte Transmission Main	6,123,000	1,888,136	62,487	1,950,623
NW Plant Treatment Expansion 12MGD	168,221,390	56,337,000	1,896,000	58,233,000
74-76 Industrial Park Water Main	1,727,715	71,526	-	71,526
74-76 Mintz Dr. to Old Maco	85,000	1,307,724	-	1,307,724
Navassa Water System Rehabilitation	2,263,347	15,000	5,000	20,000
Utility Operations Center	110,000	-	-	-
Total expenditures	209,037,414	84,644,243	2,789,942	87,434,185
Revenues over (under) expenditures	(206,645,447)	(84,150,452)	(2,786,494)	(86,936,946)
Other Financing Sources (Uses):				
Long term debt issued	178,600,000	178,600,000	-	178,600,000
Bond premium	17,428,317	17,428,317	-	17,428,317
Transfers from water fund	11,171,970	10,430,981	741,000	11,171,981
Transfers to water fund	(985,770)	(985,770)	-	(985,770)
Future capital projects	(1,352,567)	-	-	-
Appropriated fund balance	1,783,497	-	-	-
Total other financing sources (uses)	206,645,447	205,473,528	741,000	206,214,528
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ 121,323,076	$ (2,045,494)	$ 119,277,582

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WASTEWATER FUND (NON-GAAP)
SEPTEMBER 30, 2021

	Wastewater Fund	Wastewater Capital Projects	Total
Current Assets:			
Cash and cash equivalents/investments	$ 32,477,772	$ -	$ 32,477,772
Restricted cash	4,456,690	12,865,392	17,322,082
Interest receivable	4,001	61	4,062
Receivables and special assessments, net	6,695,035	-	6,695,035
Due from other governmental agencies	556,828	570,384	1,127,212
Inventories	153,420	-	153,420
Total current assets	44,343,746	13,435,837	57,779,583
Current Liabilities:			
Accounts payable and other liabilities	306,918	241,063	547,981
Interest payable	1,009,778	-	1,009,778
Prepaid fees	129,711	-	129,711
Current portion of debt	11,589,722	-	11,589,722
Total current liabilities	13,036,129	241,063	13,277,192
Expendable net positon	**31,307,617**	**13,194,774**	**44,502,391**
Noncurrent Items:			
Non-depreciable capital assets	45,682,075	-	45,682,075
Depreciable capital assets, net	215,289,193	-	215,289,193
Deferred outflow	2,982,563	-	2,982,563
Net pension liability	(1,174,529)	-	(1,174,529)
Compensated absences	(216,401)	-	(216,401)
Total other post-employment liability	(8,398,248)	-	(8,398,248)
Non-current portion of debt	(104,877,832)	-	(104,877,832)
Deferred inflow	(811,089)	-	(811,089)
Total net positon	$ 179,783,349	$ 13,194,774	$ 192,978,123

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	September 30, 2020
Revenues:							
User charges	$ 28,330,761	$ 28,806,761	$ 9,249,488	$ (19,557,273)	32%	$ 37,123,956	$ 8,742,881
Investment earnings	20,000	20,000	4,707	(15,293)	24%	23,804	10,130
Restricted intergovernmental	-	-	-	-	na	25,254	-
Other	104,000	104,000	22,206	(81,794)	21%	300,541	63,385
Total revenues	28,454,761	28,930,761	9,276,401	(19,654,360)	32%	37,473,555	8,816,396
Expenditures:							
Salaries	3,389,151	3,389,151	815,800	2,573,351	24%	2,888,778	810,975
Fringe benefits	1,553,796	1,553,796	358,384	1,195,412	23%	1,308,719	340,520
Operating expenditures	4,772,678	5,835,557	1,281,544	4,554,013	22%	4,493,558	1,044,672
Repairs and maintenance	2,327,000	2,390,891	290,654	2,100,237	12%	2,117,757	428,498
Capital outlay	3,333,000	4,135,253	409,798	3,725,455	10%	2,747,367	399,605
Debt Service:							
Principal	10,918,002	10,918,002	1,739,848	9,178,154	16%	12,391,786	662,650
Interest	4,149,247	4,149,247	21,323	4,127,924	1%	4,591,276	5,253
Total expenditures	30,442,874	32,371,897	4,917,351	27,454,546	15%	30,539,241	3,692,173
Revenues over (under) expenditures	(1,988,113)	(3,441,136)	4,359,050	7,800,186	-127%	6,934,314	5,124,223
Other Financing Sources (Uses):							
Transfer to wastewater capital project	(1,661,020)	(2,667,143)	(2,667,143)	-	100%	(618,809)	(618,809)
Transfer from wastewater capital project	375,000	375,000	190,985	(184,015)	51%	1,128,000	-
Appropriated net positon	3,274,133	5,733,279	-	(5,733,279)	0%	-	-
Total other fin. sources (uses)	1,988,113	3,441,136	(2,476,158)	(5,917,294)	-72%	509,191	(618,809)
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ -	$ 1,882,892	$ 1,882,892		$ 7,443,505	$ 4,505,414

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
WASTEWATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED SEPTEMBER 30, 2021

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	$ 2,852,818	$ -	$ -	$ -
Assessments	557,053	557,052	-	557,052
SAD interest and penalties	99,017	102,512	-	102,512
Investment earnings	169,754	169,852	71	169,923
Investment earnings-debt proceeds	-	418,862	391	419,253
West Brunswick Regional WWTP Southport Contribution	2,630,000	-	-	-
Total revenues	6,308,642	1,248,278	462	1,248,740
Expenditures:				
WBRWWTF Expansion Southport	2,630,000	1,580,659	34,225	1,614,884
NEBRWWTP Expansion	45,714,971	36,134,721	1,082,087	37,216,808
NEBRWWTP East Transmission Main	3,616,997	3,180,855	-	3,180,855
NEBRWWTP WestTransmission Main	2,891,839	2,529,722	-	2,529,722
Ocean Ridge Reclaimed Water Main	115,800	45,100	7,100	52,200
Sea Trail WWTP	147,000	53,840	16,320	70,160
Navassa Watewater System Rehabilitation	2,852,818	15,000	-	15,000
Total expenditures	57,969,425	43,539,897	1,139,732	44,679,629
Revenues over (under) expenditures	(51,660,783)	(42,291,619)	(1,139,270)	(43,430,889)
Other Financing Sources (Uses):				
Long term debt issued	44,980,000	44,980,000	-	44,980,000
Bond premium	7,243,807	7,243,806	-	7,243,806
Transfer from wastewater fund	8,734,785	6,067,646	2,667,143	8,734,789
Transfer to wastewater fund	(8,998,274)	(8,668,274)	(190,985)	(8,859,259)
Future capital projects	(4,480,131)	-	-	-
Appropriated fund balance	4,180,596	-	-	-
Total other financing sources (uses)	51,660,783	49,623,178	2,476,158	52,099,336
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ 7,331,559	$ 1,336,888	$ 8,668,447

Cash and Investments

A Summary of Cash and Investments is presented on the Brunswick County Government website as of September 30, 2021. It reports that the County had $249.2 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus $180.7 million of capital project restricted cash from debt proceeds. All cash and investments are earning an average yield of 0.04%.

BRUNSWICK COUNTY
SUMMARY OF CASH AND INVESTMENTS
AS OF SEPTEMBER 30, 2021

	Purchase Date	Maturity Date	Book Value	Total Book Value	% of Portfolio	Yield
Unrestricted Cash and Investments						
Checking & Petty Cash						
Petty Cash			$ 6,200			0.00%
BB&T			56,984,224			0.00%
Total Checking & Petty Cash				$ 56,990,424	13%	
Money Markets / Savings						
BB&T Money Rate Savings			99,984,320			0.07%
JP Morgan Chase Savings			10,001,881			0.05%
SunTrust Money Market			5,063,577			0.01%
Total Money Markets / Savings				$ 115,049,778	27%	
Certificates of Deposit / CDARS						
First Bank	3/28/21	9/28/22	21,223,895			0.30%
Total Certificates of Deposit / CDARS				$ 21,223,895	5%	
NC Capital Management Trust - Government Portfolio				$ 55,971,314	13%	0.01%
Total Unrestricted Cash and Investments				**$ 249,235,411**		
Restricted Cash and Investments						
Bond Proceeds & Debt Reserve Fund						
NC Capital Management Trust-Government Portfolio			$ 165,206,436		38%	0.01%
BB&T General Fund Restricted						
Restricted for Revaluation			214,566		0%	0.00%
Restricted for Holden Beach Debt			1,370,040		1%	0.00%
Restricted for ARP Funds			13,870,556		3%	0.00%
Total Restricted Cash and Investments				**$ 180,661,598**		
Grand Total All Cash and Investments				**$ 429,897,008**	**100%**	**0.04%**

Cash Balances:	
General Fund	**$ 118,172,884**
County Capital Reserve Fund	**26,822,525**
School Capital Projects Fund	**23,982,018**
Water Fund	**44,558,490**
Water Capital Reserve Fund	**1,506,812**
Wastewater Fund	**32,477,782**
Wastewater Capital Reserve Fund	**4,968,482**

Key Indicators of Revenues and Expenditures

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

County of Brunswick
Ad Valorem and Motor Vehicle Tax Revenues

PRIOR YEARS AD VALOREM TAX REVENUE

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	305,329	377,089	414,438	297,635	401,391		156,196	-61%	
Aug	324,296	420,293	345,102	270,439	176,083		123,100	-30%	
Sept	262,164	419,816	269,452	205,209	197,004		76,789	-61%	
Oct	208,607	207,830	315,241	168,570	168,939				
Nov	207,774	235,025	244,032	268,715	198,542				
Dec	46,595	203,220	412,058	190,359	287,344				
Jan	305,760	189,817	214,920	293,817	213,357				
Feb	427,181	337,199	258,244	317,056	263,765				
Mar	370,146	378,028	288,344	194,186	669,482				
Apr	296,216	307,480	155,194	168,582	502,933				
May	260,659	218,586	135,962	122,872	151,238				
June	490,189	257,695	167,843	155,982	136,142				
Total	3,504,916	3,552,078	3,220,830	2,653,422	3,366,220	2,200,000	356,085		16%

CURRENT YEAR AD VALOREM TAX REVENUE

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	141,121	5,141,356	7,655,126	8,464,387	11,426,822		15,056,407	32%	
Aug	15,853,299	14,003,220	13,213,303	15,145,908	14,811,590		16,051,515	8%	
Sept	6,433,818	6,763,894	5,259,838	7,225,241	9,666,084		9,106,994	-6%	
Oct	9,896,672	17,631,294	10,487,256	12,078,923	6,344,889				
Nov	23,944,507	17,678,530	28,069,669	30,675,338	37,436,947				
Dec	24,416,021	20,728,131	19,916,780	28,966,741	28,595,685				
Jan	23,377,586	26,045,100	26,931,609	23,866,807	22,854,561				
Feb	2,086,134	2,100,604	2,490,412	2,522,834	2,696,145				
Mar	957,399	928,997	1,078,484	795,566	1,191,240				
Apr	466,309	533,520	572,320	440,218	643,060				
May	341,102	588,170	331,238	377,697	255,033				
June	560,206	396,426	261,232	387,011	251,167				
Total	108,474,174	112,539,242	116,267,267	130,946,671	136,173,223	138,383,158	40,214,916		29%

CURRENT YEAR MOTOR VEHICLE TAX REVENUE

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	603,858	611,857	671,914	735,512	865,948		876,340	1%	
Aug	657,269	652,753	723,623	697,838	792,070		935,244	18%	
Sept	579,331	542,846	448,121	540,459	837,937				
Oct	507,568	544,226	666,358	707,908	822,381				
Nov	471,246	499,198	576,498	706,266	633,461				
Dec	464,226	501,030	543,041	675,364	746,091				
Jan	523,460	557,142	685,653	729,042	785,852				
Feb	485,610	572,728	600,556	632,979	746,426				
Mar	654,797	631,825	665,643	668,762	895,846				
Apr	550,623	624,293	676,850	600,272	828,566				
May	595,819	634,860	709,996	640,499	763,799				
June	627,536	651,911	709,693	691,320	902,685				
Total	6,721,343	7,024,669	7,677,946	8,026,221	9,621,062	7,517,500	1,811,584		24%

County of Brunswick
Local Option Sales Tax Revenues

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

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	986,394	1,049,718	1,252,130	1,373,725	1,553,767		1,829,967	18%	
Aug	1,224,865	1,289,737	1,329,792	1,425,459	1,612,392				
Sept	952,042	978,445	938,675	1,173,168	1,328,479				
Oct	752,088	864,937	680,715	734,132	1,191,688				
Nov	635,873	767,798	871,829	935,348	1,090,992				
Dec	626,293	698,356	576,321	790,721	1,048,030				
Jan	436,031	558,342	775,353	820,652	778,802				
Feb	613,865	613,581	755,861	773,827	1,049,687				
Mar	588,222	547,868	746,104	759,800	963,956				
Apr	815,552	800,559	917,784	910,261	1,396,420				
May	837,814	794,102	966,306	892,802	1,414,226				
June	833,600	910,785	1,041,564	1,186,228	1,535,496				
Total	9,302,639	9,874,229	10,852,434	11,776,122	14,963,935	13,189,257	1,829,967		14%

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

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	594,375	631,075	703,995	750,371	858,173		998,072	16%	
Aug	517,985	596,047	601,502	712,368	808,739				
Sept	577,305	597,606	646,891	734,652	767,789				
Oct	551,928	614,008	639,392	704,618	813,391				
Nov	544,444	562,350	635,351	731,594	796,614				
Dec	583,254	636,108	692,311	725,423	832,617				
Jan	667,322	699,734	736,094	769,355	948,734				
Feb	477,316	527,845	561,192	627,025	800,730				
Mar	512,277	512,954	577,546	636,198	668,723				
Apr	625,842	658,044	749,898	721,696	959,211				
May	588,735	607,640	697,346	625,357	897,180				
June	550,848	660,846	722,096	717,955	895,965				
Total	6,791,631	7,304,257	7,963,614	8,456,612	10,047,866	9,471,405	998,072		11%

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

Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	631,292	673,530	789,002	860,370	977,927		1,152,200	18%	
Aug	711,398	766,949	788,633	868,474	986,372				
Sept	610,962	631,968	632,656	767,824	851,555				
Oct	514,766	588,455	517,955	565,888	808,230				
Nov	464,016	527,365	599,197	662,923	757,703				
Dec	471,285	522,056	488,465	597,475	750,922				
Jan	415,344	482,885	591,453	625,627	674,196				
Feb	430,959	448,839	522,450	556,763	742,219				
Mar	430,745	414,149	525,003	553,242	657,337				
Apr	569,042	575,072	658,475	650,981	947,531				
May	566,462	554,566	661,360	608,865	933,024				
June	551,091	622,799	701,865	769,351	987,088				
Total	6,367,362	6,808,632	7,476,514	8,087,784	10,074,104	9,058,318	1,152,200		13%

Note: Sales Taxes are 2 months behind in reporting.

County of Brunswick
Occupancy Tax Revenues

Occupancy Tax County and Municipal (104930-327000 and -327001)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	427,339	354,812	458,624	431,392	294,802		361,370	23%	
Aug	281,756	302,684	78,606	242,265	468,661		777,338	66%	
Sept	52,634	206,775	335,404	215,488	261,168				
Oct	105,459	41,724	71,490	71,643	117,150				
Nov	35,359	49,419	37,420	52,189	124,681				
Dec	29,523	25,730	52,499	40,899	41,634				
Jan	23,088	29,151	33,004	36,395	52,627				
Feb	21,918	31,404	36,711	40,439	75,053				
Mar	33,329	41,682	48,766	24,387	108,028				
Apr	75,775	80,581	60,920	19,599	148,504				
May	99,108	110,150	138,430	74,613	266,926				
June	273,477	320,356	376,807	418,691	377,840				
Total	1,458,765	1,594,467	1,728,681	1,667,999	2,337,074	1,850,000	1,138,708		62%

County of Brunswick
Water Fund Revenues

WATER RETAIL SALES REVENUE (617110-371316)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	474,405	469,373	505,818	591,725	523,514		638,302	22%	
Aug	585,205	598,346	550,056	600,391	670,354		619,526	-8%	
Sept	552,130	509,091	483,455	557,746	602,195		601,695	0%	
Oct	455,542	436,731	468,436	505,182	545,696				
Nov	356,558	400,272	395,448	547,927	473,672				
Dec	358,875	401,470	360,250	412,440	448,165				
Jan	326,617	330,727	345,037	396,758	392,757				
Feb	322,884	424,539	344,991	383,230	399,325				
Mar	318,405	338,275	368,390	330,184	370,313				
Apr	317,943	323,228	295,003	349,132	377,533				
May	407,205	404,362	397,617	405,038	485,547				
June	481,962	458,544	576,215	457,978	672,352				
Total	4,957,731	5,094,958	5,090,716	5,537,731	5,961,423	7,500,000	1,859,523		25%

IRRIGATION REVENUE (617110-371319)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	274,655	303,891	272,157	499,622	377,696		594,454	57%	
Aug	391,161	364,814	318,911	553,720	382,832		509,510	33%	
Sept	402,057	341,474	241,677	540,455	472,949		444,272	-6%	
Oct	312,823	245,944	316,475	468,263	425,114				
Nov	170,875	230,786	171,308	480,292	318,977				
Dec	79,215	194,433	137,776	288,809	236,541				
Jan	53,423	75,964	44,935	54,445	78,562				
Feb	17,281	42,193	12,900	21,440	51,705				
Mar	23,304	26,984	10,834	15,547	14,079				
Apr	33,613	25,042	20,209	25,833	25,970				
May	111,147	80,405	91,368	136,556	178,763				
June	294,456	171,484	547,092	179,548	747,018				
Total	2,164,010	2,103,414	2,185,642	3,264,530	3,310,206	3,500,000	1,548,236		44%

WATER WHOLESALE REVENUE (617110-371317)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	549,891	502,369	648,595	706,223	680,405		700,573	3%	
Aug	662,991	739,238	657,834	829,608	788,526		779,585	-1%	
Sept	593,390	580,350	714,447	714,837	656,650		685,362	4%	
Oct	467,518	439,291	391,422	624,590	614,944				
Nov	315,869	468,542	452,905	597,115	547,120				
Dec	329,525	415,210	401,300	420,180	437,859				
Jan	271,848	461,637	300,896	378,791	378,543				
Feb	293,671	254,055	329,861	346,753	352,029				
Mar	257,119	297,083	304,562	320,726	322,327				
Apr	315,449	374,571	356,824	391,888	413,198				
May	381,741	399,036	442,050	463,838	577,579				
June	723,529	625,328	794,773	582,778	862,466				
Total	5,162,541	5,556,710	5,795,469	6,377,327	6,631,646	6,900,000	2,165,520		31%

County of Brunswick
Water Fund Revenues

WATER INDUSTRIAL REVENUE (617110-371318)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	193,363	171,810	220,490	189,253	182,261		132,784	-27%	
Aug	176,628	242,014	216,454	206,096	203,154		139,641	-31%	
Sept	177,912	227,218	234,523	206,417	175,903		144,874	-18%	
Oct	141,672	208,907	112,229	184,682	196,762				
Nov	153,071	213,605	190,551	215,263	196,202				
Dec	140,427	181,314	194,601	133,730	183,074				
Jan	156,917	209,780	129,208	75,047	195,035				
Feb	144,230	145,744	169,457	330,804	173,101				
Mar	163,680	162,151	160,850	125,412	160,942				
Apr	153,967	200,376	138,655	203,438	160,584				
May	125,676	182,242	171,195	187,763	144,910				
June	126,581	250,422	166,681	187,056	89,875				
Total	1,854,124	2,395,583	2,104,894	2,244,961	2,061,803	1,400,000	417,299		30%

WATER BASE SERVICE CHARGE REVENUE (617110-371308)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	470,153	487,562	504,765	525,317	546,494		575,137	5%	
Aug	475,932	489,608	507,711	524,696	459,642		575,421	25%	
Sept	476,892	490,840	508,083	526,261	640,453		578,955	-10%	
Oct	476,516	493,066	512,632	528,995	553,211				
Nov	475,832	494,282	512,064	526,349	554,711				
Dec	477,375	495,252	513,738	529,100	553,984				
Jan	480,043	496,679	514,422	529,586	557,207				
Feb	481,021	498,450	515,996	525,462	561,584				
Mar	483,538	501,888	517,084	540,691	563,664				
Apr	482,955	500,982	518,320	536,522	563,388				
May	485,236	505,223	521,211	541,995	568,672				
June	506,112	522,511	542,329	565,179	600,089				
Total	5,771,605	5,976,343	6,188,355	6,400,153	6,723,099	7,900,000	1,729,513		22%

WATER TAPS AND CONNECTION REVENUE (617180-371305)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	79,919	83,631	98,990	92,524	104,217		153,239	47%	
Aug	73,809	104,621	97,268	83,810	136,856		104,490	-24%	
Sept	69,412	81,193	43,844	82,803	115,699		128,425	11%	
Oct	60,061	91,599	86,568	94,890	112,961				
Nov	77,525	99,482	73,282	73,114	119,892				
Dec	59,843	54,196	61,096	83,464	95,350				
Jan	63,308	74,470	88,359	75,364	162,630				
Feb	88,268	65,659	111,682	140,452	99,798				
Mar	89,333	143,953	103,540	89,886	131,460				
Apr	76,900	79,001	120,681	55,484	197,615				
May	86,057	97,222	105,635	64,074	165,457				
June	88,308	88,973	106,785	64,804	244,050				
Prior Year's Adj				(160,000)					
Total	912,743	1,064,000	1,097,730	1,000,669	1,685,985	740,000	386,154		52%

County of Brunswick
Water Fund Revenues

WATER CAPITAL RECOVERY REVENUE (619100-371404)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	82,430	82,749	167,036	121,501	137,818		115,147	-16%	
Aug	87,643	120,522	155,663	85,320	103,863		86,778	-16%	
Sept	137,586	114,051	45,363	85,192	119,232		200,990	69%	
Oct	53,152	83,126	89,233	187,338	100,884				
Nov	89,642	128,155	84,568	81,404	125,863				
Dec	49,323	40,491	65,826	98,693	141,178				
Jan	53,168	70,156	80,237	212,681	195,284				
Feb	80,368	43,033	108,298	126,263	152,086				
Mar	83,957	142,979	126,088	144,952	315,248				
Apr	191,678	78,156	136,336	54,925	247,599				
May	110,980	93,189	108,079	53,432	198,315				
June	89,349	111,500	112,809	173,356	296,071				
Total	1,109,276	1,108,107	1,279,536	1,425,057	2,133,441	688,000	402,915		59%

WATER TRANSMISSION LINE REVENUE (619800-371309)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	29,279	34,402	55,946	39,806	51,532		39,887	-23%	
Aug	24,946	42,390	39,850	31,354	39,432		29,456	-25%	
Sept	31,882	42,063	18,567	31,475	44,492		70,088	58%	
Oct	26,858	33,713	35,876	65,131	38,196				
Nov	37,187	52,512	32,990	29,678	46,531				
Dec	25,429	23,427	25,114	36,150	47,704				
Jan	25,978	28,493	36,370	77,458	64,031				
Feb	35,550	24,480	44,692	58,888	51,372				
Mar	36,122	53,897	41,813	54,147	106,302				
Apr	28,496	33,669	50,545	23,926	83,656				
May	30,911	35,926	38,462	23,723	67,045				
June	29,625	40,209	40,830	63,536	99,226				
Total	362,263	445,181	461,055	535,272	739,519	232,000	139,431		60%

County of Brunswick
Wastewater Fund Revenues

WASTEWATER RETAIL SALES REVENUE (627210-371405)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	791,640	805,054	872,549	1,033,355	1,178,919		1,301,977	10%	
Aug	874,819	933,343	918,675	1,063,547	1,153,679		1,208,219	5%	
Sept	837,178	835,710	889,327	1,038,172	1,143,466		1,212,544	6%	
Oct	773,191	813,375	848,410	1,016,846	1,105,444				
Nov	735,391	792,739	834,354	1,120,192	1,062,364				
Dec	753,597	801,946	827,199	839,603	1,067,872				
Jan	739,484	778,549	823,964	982,576	1,028,993				
Feb	740,280	835,392	825,743	957,436	1,052,992				
Mar	747,301	776,766	823,196	939,142	1,058,857				
Apr	744,239	786,370	825,562	963,854	1,046,991				
May	765,249	826,002	940,447	968,081	1,084,887				
June	834,436	905,605	1,157,941	1,126,957	1,302,838				
Total	9,336,805	9,890,851	10,587,367	12,049,761	13,287,302	13,276,000	3,722,740		28%

WASTEWATER TAPS & CONNECTIONS REVENUE (627220-371402)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	76,350	108,000	216,000	227,406	262,361		301,000	15%	
Aug	152,000	133,000	202,100	158,000	199,361		200,650	1%	
Sept	84,450	95,750	80,000	133,000	187,027		453,500	142%	
Oct	95,775	185,275	156,000	221,000	151,600				
Nov	136,000	210,480	92,000	104,575	214,583				
Dec	109,000	84,000	131,900	252,000	267,888				
Jan	117,775	113,840	209,000	163,712	317,301				
Feb	164,450	97,250	121,000	236,980	306,000				
Mar	103,050	276,486	205,000	144,478	196,958				
Apr	104,000	168,614	156,000	195,285	409,525				
May	110,545	140,000	218,658	163,993	394,000				
June	189,500	132,000	224,000	109,800	283,084				
Total	1,442,895	1,744,695	2,011,658	2,110,229	3,189,688	1,800,000	955,150		53%

WASTEWATER CAPITAL RECOVERY REVENUE (629100-371404)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	185,127	219,750	452,432	262,301	403,076		535,573	33%	
Aug	131,836	402,208	287,165	242,580	324,206		328,016	1%	
Sept	183,719	337,302	120,331	206,331	365,057		528,580	45%	
Oct	205,927	268,123	269,318	548,140	294,779				
Nov	270,061	392,249	125,062	226,861	398,706				
Dec	154,451	186,084	173,249	261,012	363,938				
Jan	196,396	218,124	289,652	230,092	522,147				
Feb	214,802	134,813	320,135	405,333	372,289				
Mar	233,802	411,900	296,269	414,943	480,805				
Apr	210,136	271,541	355,535	158,173	621,016				
May	205,427	313,000	274,019	139,759	549,395				
June	214,635	259,250	276,101	168,900	865,519				
Total	2,406,319	3,414,344	3,239,268	3,264,425	5,560,933	600,000	1,392,169		232%

County of Brunswick
Wastewater Fund Revenues

WASTEWATER TRANSMISSION LINE FEES (629800-371309)									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	60,709	69,520	149,044	86,684	130,012		184,673	42%	
Aug	44,611	104,289	90,413	73,566	101,360		107,681	6%	
Sept	59,236	107,773	39,518	64,381	120,738		241,031	100%	
Oct	66,644	75,363	86,302	180,566	94,263				
Nov	83,049	122,632	39,649	74,453	130,869				
Dec	47,819	52,692	54,696	91,528	119,197				
Jan	67,463	68,707	95,136	75,597	174,506				
Feb	68,932	49,027	104,837	199,392	124,639				
Mar	77,931	133,296	97,992	138,568	157,783				
Apr	61,376	83,511	121,059	51,437	205,472				
May	61,474	98,665	91,916	46,534	181,950				
June	68,211	78,581	88,282	60,775	274,391				
Total	767,455	1,044,056	1,058,844	1,143,481	1,815,180	200,000	533,385		267%

County of Brunswick
Water and Wastewater Number of Customers

NUMBER OF WATER RETAIL CUSTOMERS							
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	Change
July	38,912	40,199	41,676	42,979	44,682	47,397	270
Aug	39,036	40,345	41,855	43,169	45,244	47,622	225
Sept	39,155	40,518	41,896	43,258	45,380		
Oct	39,238	40,581	41,973	43,338	45,517		
Nov	39,338	40,758	42,186	43,460	45,726		
Dec	39,466	40,908	42,291	43,632	45,914		
Jan	39,573	40,982	42,379	43,703	46,090		
Feb	39,690	41,094	42,466	44,122	46,277		
Mar	39,736	41,248	42,481	44,248	46,412		
Apr	39,894	41,365	42,647	44,345	46,675		
May	39,998	41,402	42,725	44,443	46,872		
June	40,101	41,557	42,934	44,583	47,127		
Average	39,511	40,913	42,292	43,773	45,993	47,510	495

NUMBER OF WASTEWATER RETAIL CUSTOMERS							
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	Change
July	15,862	16,695	17,861	18,822	19,904	21,611	137
Aug	15,878	16,758	17,925	18,930	20,383	21,721	110
Sept	15,940	16,908	18,011	19,004	20,475		
Oct	16,014	17,017	18,023	19,040	20,569		
Nov	16,070	17,026	18,083	19,157	20,648		
Dec	16,157	17,193	18,145	19,215	20,758		
Jan	16,235	17,241	18,206	19,242	20,848		
Feb	16,295	17,300	18,331	19,551	21,009		
Mar	16,371	17,471	18,449	19,647	21,116		
Apr	16,506	17,549	18,681	19,721	21,199		
May	16,537	17,675	18,741	19,785	21,255		
June	16,579	17,719	18,816	19,825	21,474		
Average	16,204	17,213	18,273	19,328	20,803	21,666	247

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 18, 2021

Action Item # V. - 5.
Health and Human Services - Public Housing - CARES Funding

From:
Catherine Lytch, DSS Director

Issue/Action Requested:
Request that the Board of Commissioners approve the plan for the use of Public Housing's allocated CARES funding.

Background/Purpose of Request:
HUD PIH Notice PIH-2020-08 implements the funding provisions for Housing Choice Voucher (HCV) and Mainstream Programs in the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136), enacted on March 27, 2020. The CARES Act provides additional appropriations for housing assistance payments (HAP) and administrative fee funding to prevent, prepare for, and respond to coronavirus. The notice addresses HUD's allocation methodology for the administrative fee portion of the appropriation and establishes new eligible activities to prevent, prepare for, or respond to coronavirus that may be funded with these supplemental administrative fee amounts.
The CARES Act provides funding to prevent, prepare for, and respond to coronavirus, including for public housing agencies to maintain normal operations and take other necessary actions during the period the program is impacted by coronavirus. The total supplemental appropriation for the HCV Program is $1.25 billion. Brunswick County received $100,971.00.
Under the CARES Act, the supplemental administrative fee funding may be used for only two purposes: (1) any currently eligible HCV (including Mainstream voucher) administrative costs during the period that the program is impacted by coronavirus; and (2) new coronavirus-related activities, including activities to support or maintain the health and safety of assisted individuals and families, and costs related to the retention and support of participating owners. Currently eligible HCV administrative costs under (1) include necessary upgrades to information technology or computer systems to enhance telework capacities and overtime pay for PHA staff to carry-out HCV Program responsibilities.
The CARES Act further provides that administrative fees appropriated under HUD's FY 2020 Appropriations Act (P.L.116-94) for the regular HCV program may also be used for the new coronavirus-related activities. The new eligible coronavirus-related activities are:

- Procuring cleaning supplies and/or services to maintain safe and sanitary HCV units, including common areas of PHA-owned Project Based Voucher (PBV) projects.
- Relocation of participating families to health units or other designated units for testing, hospitalization, or quarantine, or transportation to these locations to limit the exposure that could be caused by using mass transportation.
- Additional costs to supportive services vendors incurred due to coronavirus.
- **Costs to retain or increase owner participation in the HCV Program, such as incentive costs (e.g., the PHA offers owner an incentive payment to participate in recognition of added difficulties of making units available for HCV families to rent while stay-at-home orders or social distancing practices are in effect.)**
- Costs for providing childcare for the children of PHA staff that would not have otherwise been incurred (e.g., children are at home due to school closings, PHA staff are working outside of regular work schedules, etc.).

· Costs associated with the delivery of goods, including food and medical supplies that comply with the Centers for Disease Control (CDC) requirements, to program participants.
· Public health-related security costs to enforce orders to shelter-in-place, stay-at-home orders, or visitor-restriction policies for PHA owned PBV projects.
· Administration costs associated with the implementation of coronavirus-related activities that are not eligible HCV administrative costs (e.g., paying overtime to staff to carry-out these coronavirus-related activities).
· Other costs either directly or indirectly related to coronavirus as determined eligible on a case-by-case basis at the Secretary's discretion.

PHA Staff recommend using the remaining CARES fund to issue a one-time stipend to landlords who continued to participate and follow all guidelines throughout the COVID pandemic. See below for stipend methodology:
Remaining Cares Public Housing Cares Funding: $93,010.18
Total PHA rentals March 2020 – June 2021: 5,532
Per monthly incentive payment per tenant: $16.00
Example:

Landlord has 7 tenants. March 2020-June 2021 for all tenants, the Landlord received 68 payments. The Landlord would receive $1088.00 incentive payment.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
The Health and Human Services Advisory Board reviewed the plan on September 27, 2021 and recommend that the Board of Commissioners approve the plan.

County Manager's Recommendation:
Recommend the Board of Commissioners approve the plan for the use of Public Housing's allocated CARES funding.

ATTACHMENTS:

Description

- PIH 2020-08 Notice

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

Special Attention of:
Office Directors of Public Housing,
Regional Directors, and Public Housing Agencies.

PIH Notice PIH-2020-08

Issued: April 28, 2020

Expires: This notice remains in effect until amended, superseded, or rescinded

Cross References: PIH Notice 2020-04

SUBJECT: **CARES Act – HCV Program Administrative Fees**

1. **Purpose.** This notice implements the funding provisions for the Housing Choice Voucher (HCV) and Mainstream Programs in the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136), enacted on March 27, 2020. The CARES Act provides additional appropriations for housing assistance payments (HAP) and administrative fee funding to prevent, prepare for, and respond to coronavirus. The Tenant-Based Rental Assistance portion of the CARES Act is attached as Appendix A.

   This notice addresses HUD's allocation methodology for the administrative fee portion of this appropriation and establishes new eligible activities to prevent, prepare for, or respond to coronavirus that may be funded with these supplemental administrative fee amounts.

2. **Summary**. The CARES Act provides funding to prevent, prepare for, and respond to coronavirus, including for public housing agencies to maintain normal operations and take other necessary actions during the period the program is impacted by coronavirus. The total supplemental appropriation for the HCV Program is $1.25 billion.

   This notice covers the administrative fee portion totaling $850 million for HCV Programs, including the Mainstream Program, which provides tenant-based vouchers that serve households that include a non-elderly person with a disability under competitive awards. This administrative fee funding may be used by public housing agencies (PHAs) for administrative expenses and other expenses related to coronavirus, which are new eligible activities defined by the Secretary in section 4 of this notice.

   HUD will obligate the supplemental administrative fee amounts in several actions. This notice describes the initial funding action in the approximate amount of $380 million. Forthcoming guidance will describe the allocation methodology of the remaining ($470 million) supplemental administrative fee funding. Additionally, HUD will issue a separate

notice describing the allocation methodology and the requirements governing the HAP supplemental funding ($400 million).

3. **Funding Methodology.** The CARES Act provides administrative fee funding for both the HCV and Mainstream Programs. HUD will provide approximately $380 million (the equivalent of 2-months of administrative fee eligibility) to all PHAs, including Moving to Work (MTW) PHAs. This first funding action will be allocated as a single disbursement at the beginning of May 2020. The amount of funding PHAs receive in this disbursement equals the average of the PHA's calendar year (CY) 2018 and CY 2019 monthly administrative fee eligibility (100% proration) multiplied by two.

4. **Eligible Expenses for CARES Act funds as well as administrative fees under the FY 2020 Appropriations Act.** Under the CARES Act, this supplemental administrative fee funding may be used only for two purposes: (1) any currently eligible HCV (including Mainstream voucher) administrative costs during the period that the program is impacted by coronavirus; and (2) new coronavirus-related activities, including activities to support or maintain the health and safety of assisted individuals and families, and costs related to the retention and support of participating owners. Currently eligible HCV administrative costs under (1) include necessary upgrades to information technology or computer systems to enhance telework capacities and overtime pay for PHA staff to carry-out HCV Program responsibilities.

   The CARES Act further provides that administrative fees appropriated under HUD's FY 2020 Appropriations Act (P.L.116-94) for the regular HCV program may also be used for the new coronavirus-related activities. Mainstream program administrative fees appropriated under HUD's FY 2020 Appropriations Act are not eligible to be used for these new coronavirus-related activities. However, PHAs may use the supplemental fees to cover any of the new coronavirus-related activities listed below in support of their Mainstream voucher programs.

   The new eligible coronavirus-related activities are:

   - Procuring cleaning supplies and/or services to maintain safe and sanitary HCV units, including common areas of PHA-owned Project Based Voucher (PBV) projects.
   - Relocation of participating families to health units or other designated units for testing, hospitalization, or quarantine, or transportation to these locations to limit the exposure that could be caused by using mass transportation.
   - Additional costs to supportive services vendors incurred due to coronavirus.
   - Costs to retain or increase owner participation in the HCV Program, such as incentive costs (e.g., the PHA offers owner an incentive payment to participate in recognition of added difficulties of making units available for HCV families to rent while stay-at-home orders or social distancing practices are in effect.)
   - Costs for providing childcare for the children of PHA staff that would not have otherwise been incurred (e.g., children are at home due to school closings, PHA staff are working outside of regular work schedules, etc.).

- Costs associated with the delivery of goods, including food and medical supplies that comply with the Centers for Disease Control (CDC) requirements, to program participants.
- Public health-related security costs to enforce orders to shelter-in-place, stay-at-home orders or visitor-restriction policies for PHA owned PBV projects.
- Administration costs associated with the implementation of coronavirus-related activities that are not eligible HCV administrative costs (e.g., paying overtime to staff to carry-out these coronavirus-related activities).
- Other costs either directly or indirectly related to coronavirus as determined eligible on a case-by-case basis at the Secretary's discretion.
    - PHAs requesting approval to cover other coronavirus-related activities not included in the above list and not currently eligible as regular HCV administrative costs must send the request and an explanation of the proposed activity to the FinancialManagementCenter@hud.gov mailbox.
    - The subject line of the email should read "PHA# Requesting Eligibility for Coronavirus-Related Administrative Cost", example "TX001 Requesting Eligibility for Coronavirus-Related Administrative Cost".
    - Requests will be reviewed on a periodic basis. As additional eligible costs are approved, HUD will update the list of eligible activities and maintain the most current list of eligible coronavirus-related activities on our website https://www.hud.gov/program_offices/public_indian_housing/programs/hcv.

Period of Availability: Under the CARES Act, these supplemental administrative fee funds may be used for both HCV (including Mainstream) administrative expenses and the new coronavirus-related activities during the period that the program is impacted by coronavirus. HUD recognizes that the HCV Program will continue to be impacted by coronavirus well beyond the immediate challenges of operating during shelter-in-place/stay-at-home orders or recommended social distancing practices. Program operations will continue to be impacted as PHAs transition back to full operational capacity, comply with applicable alternative requirements in accordance with the CARES Act waivers provided under PIH Notice 2020-05, and manage calendar year leasing and utilization challenges created by the coronavirus earlier in the year. Consequently, the period of availability for these funds is the duration of calendar year 2020, unless this period is subsequently extended by HUD. Similarly, the fiscal year (FY 2020) HCV administrative fee funds may be used for coronavirus related purposes in addition to the eligible HCV administrative expenses for the duration of CY 2020.

The funding provided through this notice may only be used for the two purposes described in this notice. Unlike regular administrative fees, these funds may not roll into the unrestricted net position (UNP) and must be tracked and accounted for separately throughout the period of availability. If any of these funds are not expended during the period of availability, the remaining funds must be remitted to HUD. Accounting and remittance guidance will be forthcoming.

Notwithstanding this period of availability, HUD urges PHAs to expend this supplemental administrative fee funding first, to prevent, prepare for, and respond to coronavirus. To

maximize program offerings during the ongoing pandemic, HUD recommends that PHAs apply their supplemental administrative fee amounts to eligible expenses first, since the HCV Program FY 2020 administrative fees may also be used for coronavirus-related activities within the period of availability and will continue to be available for regular administrative fee purposes beyond the period of availability.

5. **Ineligible Expenses.** The funding provided through this notice cannot be used for the repayment of debts or any amounts owed to HUD or program participants including, but not limited to, Office of Inspector General (OIG), Quality Assurance Division (QAD) or other monitoring review findings. Additionally, administrative fee funds provided through this notice considered for salaries, bonuses and/or employee incentives must comply with the executive compensation requirements under Section 220 of Public Law No. 116-94, Further Consolidated Appropriations Act, 2020 and must comply with reasonable compensation requirements found at 2 CFR Part 200.430(b).

6. **Use of PHA's Remaining DHAP Funds for Coronavirus-Related Activities.** Per the April 1, 2020 letter provided to applicable PHAs with Federal Emergency Management Agency (FEMA) Disaster Housing Assistance Program (DHAP) funding for: (1) Hurricanes Katrina and Rita (DHAP-Katrina) and (2) Hurricanes Ike and Gustav (DHAP-Ike), such funding may be used towards coronavirus-related expenses as carry-over funds. Per the Standard Operating Procedures (SOPs) for both programs, prepared by FEMA and HUD, any administrative fee funds remaining at the end of these programs must be used "for disaster or emergency related purposes."

   On March 13, 2020, President Trump declared the coronavirus pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207, qualifying any remaining DHAP-Ike or Katrina administrative funds.

7. **Reporting Requirements.**

   HUD will develop a process by which PHAs will report all expenditures of CARES Act supplemental funds, including the date, amount, and use of such funds. Guidance implementing this process is forthcoming. To ensure PHAs have the ability to report to HUD on these expenses, PHAs must track coronavirus revenue and expenses by creating coronavirus Profit and Loss (P&L) accounts. Guidance for reporting coronavirus financial information to the Financial Assessment Subsystem (FASS) is forthcoming.

   <u>Additional CARES Act Reporting</u>

   Section 15011 of the CARES Act requires that recipients of $150,000 or more of CARES Act funding submit, not later than 10 days after the end of each calendar quarter, a report containing information regarding the amount of funds received; the amount of funds obligated or expended for each project or activity; a detailed list of all such projects or activities, including a description of the project or activity; and detailed information on any subcontracts or subgrants awarded by the recipient. As outlined in the Office of

Management and Budget (OMB) memorandum, M-20-21, existing reporting requirements are anticipated to meet the requirements of Section 15011, but the content and format for this reporting is still under development and will need to be reviewed against current program practices. The Department will work in coordination with OMB to ensure that this requirement can be fulfilled by recipients of CARES Act funding in a manner that utilizes to the greatest extent possible existing reporting streams, providing the necessary transparency and accountability with minimal additional burden. If additional reporting is necessary, further guidance will be released by the Department in the near future.

8. **Excluded Programs**. The provisions implemented by this notice do not apply to renewal funding for the Section 8 Moderate Rehabilitation Program or the Section 8 Moderate Rehabilitation Single Room Occupancy Program.

9. **Paperwork Reduction Act**. The information collection requirements (ICR) for the HCV and Mainstream Programs are approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The OMB control number is 2577-0169. As noted in item 7 above, the reporting requirements to comply with the CARES Act will be forthcoming.

10. **Further Information**. Direct questions to HCV Financial Management Division (FMD), Office of Public Housing and Voucher Programs, by email, at PIHFinancialManagementDivision@hud.gov.

/s/

R. Hunter Kurtz, Assistant Secretary
for Public and Indian Housing

Appendix A

CARES Act (Public Law 116-136)

For an additional amount for ‘‘Tenant-Based Rental Assistance’’, $1,250,000,000, to remain available until expended, to prevent, prepare for, and respond to coronavirus, including to provide additional funds for public housing agencies to maintain normal operations and take other necessary actions during the period that the program is impacted by coronavirus: amounts made available under this heading in this Act, $850,000,000 shall be available for both administrative expenses and other expenses of public housing agencies for their section 8 programs, including Mainstream vouchers: *Provided further*, That such other expenses shall be new eligible activities to be defined by the Secretary and shall include activities to support or maintain the health and safety of assisted individuals and families, and costs related to retention and support of participating owners: *Provided further*, That amounts made available under paragraph (3) under this heading in Public Law 116–94 may be used for such other expenses, as described in the previous proviso, in addition to their other available uses: *Provided further*, That of the amounts made available under this heading in this Act, $400,000,000 shall be available for adjustments in the calendar year 2020 section 8 renewal funding allocations, in addition to any other appropriations available for such purpose, including Mainstream vouchers, for public housing agencies that experience a significant increase in voucher per-unit costs due to extraordinary circumstances or that, despite taking reasonable cost savings measures, as determined by the Secretary, would otherwise be required to terminate rental assistance for families as a result of insufficient funding *Provided further*, That the Secretary shall allocate amounts provided in the previous proviso based on need, as determined by the Secretary: *Provided further*, That the Secretary may waive, or specify alternative requirements for, any provision of any statute or regulation that the Secretary administers in connection with the use of the amounts made available under this heading and the same heading of Public Law 116–94 (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment), upon a finding by the Secretary that any such waivers or alternative requirements are necessary for the safe and effective administration of these funds, consistent with the purposes described under this heading in this Act, to prevent, prepare for, and respond to coronavirus: *Provided further*, That the Secretary shall notify the public through the Federal Register or other appropriate means of any such waiver or alternative requirement to ensure the most expeditious allocation of this funding, and in order for such waiver or alternative requirement to take effect, and that such public notice may be provided, at a minimum, on the Internet at the appropriate Government web site or through other electronic media, as determined by the Secretary: *Provided further*, That any such waivers or alternative requirements shall remain in effect for the time and duration specified by the Secretary in such public notice and may be extended if necessary upon additional notice by the Secretary: *Provided further*, That to prevent, prepare for, and respond to coronavirus, the notification required by section 223 of Public Law 116–6 and section 221 of Public Law 116–94 shall not apply to the award of amounts provided under paragraph (2) of this heading in Public Law116–6 or under paragraph (7)(B) of this heading in Public Law 116–94 in support of the family unification program under section 8(x) of such Act: *Provided further*, That the Secretary may award any remaining unobligated balances appropriated under this heading in prior Acts for incremental tenant-based assistance contracts under section 811 of the Cranston-Gonzalez National Affordable 23 Housing Act (42 U.S.C. 8013), to prevent, prepare for, and respond to coronavirus, without competition, including for extraordinary administrative fees: *Provided further*, That no less than 25 percent of such amounts shall be allocated proportionally to public housing agencies who received awards in the 2017 and 2019 competitions for such purposes within 60 days of enactment of this Act: *Provided further*, That the waiver and alternative requirements authority provided under this heading in this Act shall also apply to such incremental tenant-based assistance contract amounts: *Provided further*, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 18, 2021

Action Item # V. - 6.
Health and Human Services - Public Housing - Increase Subsidy Payment Standards

From:
Catherine Lytch, DSS Director

Issue/Action Requested:
Request the Board of Commissioners approve the plan to increase the payment standards for the Housing Choice Voucher Program.

Background/Purpose of Request:
Each year, Housing and Urban Development (HUD) issues Fair Market Rents (FMR) per area, as defined by the Office of Management and Budget. Subsequently, each housing agency is required to use the published FMRs to establish payment standards that are between 90% and 110% of the FMR.
In 2014, Public Housing staff recommended a decrease of the subsidy and payment standards to increase program utilization and assist more families with the same HUD funding. Staff believed that changing the payment standards would add another twelve to twenty units, ultimately helping to reduce the existing waiting list for Public Housing Services.
Thus, on May 2014, the Board approved the request and changed the payment standards from 100% of the FMR for all units to 100% for efficiency and one-bedroom apartments and 90% for two or more bedrooms.
Staff continually monitor local rental rate, utilization of the program, and barriers. December 2018, staff requested the Board of Commissioners approve the payment standard change for two-bedroom apartments from 90% to 100% of the FMR. At that time the average rent for a two-bedroom unit was $800 per month, however the 2019 FMR was $767. The lower standard was preventing households from securing safe and affordable housing.
Rental rates in Brunswick County continue to increase making it difficult for families to find safe, affordable housing. May 2020, staff requested the Board to approve an increase of the subsidy and payment standards from 100% to 110% of the HUD Fair Market Rent for efficiency and one-bedroom units in the Housing Choice Voucher Program.
HUD recently published the 2022 FMR and, although the FMR have increased, the discrepancy between the FMR and rental rates of apartments in Brunswick County is creating a situation in which many families are unable to use their Housing Choice Voucher. Additionally, this disparity is negatively impacting the Public Housing Agency's lease-up rate.
To ensure families issued a Housing Choice Voucher for three or more bedrooms are able to find a rental and afford the rent, the PHA recommends increasing the FMR for these units from 90% to 100% of HUD's FMR.
If approved, the PHA FMR would be 110% for efficiency and one-bedroom units and 100% for units with two or more bedrooms.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:

The Health and Human Services Advisory Board reviewed the subsidy payment standard changes on September 27, 2021 and recommends that the changes by approved by the Board of Commissioners.

County Manager's Recommendation:
Recommend the Board of Commissioners approve the plan to increase the payment standards for the Housing Choice Voucher Program.

ATTACHMENTS:

	Description
🗋	Rental Rate Study

Rental Rate Comparison
8/24/2021

		PROPERTY	RATES 2 BEDROOM	3 BEDROOM	4 BEDROOM
PHA Brunswick County Apartments -Tax Credit Properties / Low Inco					
Abbington Oaks Apartments	910 477-6305	4744 Abbington Oaks Way, Southport	$440-$750	$500-$845	n/a
Artesa Village Apartments	910-338-6434	7828 High Market St, Sunset Beach	$665	$790	n/a
Cardinal Pointe	910 755-6000	37 Paisley Lane, Shallotte	$579-$925	$660-$1060	n/a
Egret Pointe Apartments	910 371-9400	1005 Egret Nest Circle, Winnabow	$579-$940	$660-$1060	n/a
Fiddlers Creek Phase 2	910-457-4575	1211 N. Caswell Ave # 6-E, Southport	By Income	n/a	n/a
Harbor Meadows (New Tax credit property - has 1 year waiting list)	910-880-4417	1420 Sherman Dr, Calabash	$275-$875	$295-$975	n/a
Parkview Apartments	910-520-9611	81 Parkview Pl, Shallotte	$900-$995	n/a	n/a
River Pointe Apartments	910 754-5549	4620 White St, Shallotte	$705-$798	n/a	n/a
Shallotte Manor Association	910 754-9202	408 Whiteville Rd, Shallotte	$496-$531	n/a	n/a
Southport Green Apartments	910 457-5200	8000 Pickerell Dr, Southport	By Income	n/a	n/a
PHA Elderly/Disabled Apartments:					
Brunswick Village Apartments	910 457-4495	249 East 11th St, Southport	Based on 30% of Income	n/a	n/a
Coastal Villas	910 454-9262	5339-111 Dosher Cutoff Rd, Southport	$804	n/a	n/a
Shallotte Villas - United Management	910 754-6432	4580 White St, Shallotte	$516-$550	n/a	n/a
Sunset Creek Commons	910 579-6555	1401 Seaside Rd, Ocean Isle Beach	$542-$765	n/a	n/a
Westgate Senior Apartments	910 782-1124	9200 Ocean Gate Plaza Ext, Leland	$430-$810 (1 to 2 Bedroom)	n/a	n/a
Wind Tree Apartments	910 457-6051	1229 Caswell Ave, Southport	By Income	n/a	n/a

Other Apartment Complexes in Brunswick County:					
Birch Pond Apartments		5 Birch Pond, Shallotte	Unavail	$925-$1045	
Brunswick Point Apartments		Leland	$1350-$1845	$1845-$3000	
Comet Westgate		5090 Tradeway Dr, Leland	$1585+		
Comet Westgate Apartments		Leland	$2,515		
Egret Crossing Apartments		Southport	$1,150		
Harrington Square Apartments		Leland	$1,500	$1,585	
Hawthorne at Leland Apartments		Leland	$1,357	$1146-$1617 (1-3 Bedrooms)	
Hawthorne at Pine Forest Apartments		1045 Woodsia Way, Oak Island	$1050-$1525	$1,700	
Hawthorne Waterside		Leland	$1,488	$1,837	
Leland Station Apartments w/garage		Leland	$1555-$1724		
The Park at Village Oaks		104-136 Parsley Ln, Leland	$1,299	$1,299	
Tides at Calabash		7112 Town Center Rd, Sunset Beach	$1345-$2240	Unavail	$1,600
Waterleaf at Leland Apartments		Leland	$950-$1845 (1-3 Bedrooms)		
Wellington Place Townhomes/Apartments		South Brunswick	No Contact Number- No Vacancies		
Single Family Home Rentals					
House for Rent	Apartments.Com	4999 Glen Cove Dr SE, Southport		$1,875	
House for Rent	Realtor.Com	4 Oleander Ln, Ocean Isle Beach			$1,905
House for Rent - Sandpiper Bay	Realtor.Com	920 Great Egret Cir SW Unit 22D, Sunset Beach		$1,450	
House for Rent	Realtor.Com	9756 Woodriff Cir NE, Leland			$2,000
House for Rent	Zillow.Com	1025 Winterberry Cir, Leland		$1,750	
House for Rent	Zillow.Com	2829 Gangplank Ln SW, Supply		$2,600	
House for Rent	Homes.Com	277 W First St, Ocean Isle Beach	$1,425		
House for Rent	Homes.Com	448 Kitts Way St, Winnabow		$1,795	
House for Rent	Forrent.Com	220 NE 46th St, Oak Island		$1,750	
House for Rent	Forrent.Com	228 W First St, Ocean Isle Beach			$1,740
House for Rent	Forrent.Com	623 Heartwood Dr, Winnabow		$3,620	
House for Rent	Forrent.Com	2900 Legends Dr, Southport		$3,200	
House for Rent	Trulia.Com	321 Snow Drop Ct NW, Calabash		$1,525	
Townhome w/garage for Rent	Trulia.Com	1855 Seaside Rd SW #3, Ocean Isle Beach	$2,500		
House for Rent	Trulia.Com	6498 Rolling Run SE, Southport		$2,500	
House for Rent	Trulia.Com	385 Esthwaite Dr SE, Leland			$2,900

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 18, 2021

Action Item # V. - 7.
IT - ATMC - Metro Ethernet Public Utilities

From:
Andy Byron, Deputy Director of IT

Issue/Action Requested:
Request that the Board of Commissioners approve the ATMC - Metro Ethernet Public Utilities Contract to increase services at an overall reduced cost.

Background/Purpose of Request:
We currently use Spectrum for the connection between the County Complex and the Utility Operations Center in Supply. This new 5-year agreement with ATMC provides 5 times the bandwidth between the two locations.

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the ATMC - Metro Ethernet Public Utilities Contract to increase services at an overall reduced cost.

ATTACHMENTS:

Description

- Service Level Agreement and Appendix

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Service Level Agreement
Schedule of Service and Rates

Prepared Date:	Valid for Execution Through Date:
9/24/2021	10/23/2021

IDENTIFICATION OF PARTIES AND SERVICES

CUSTOMER Information	
Legal COMPANY Name: Brunswick County (Building J and Utilities)	
Service Addresses: 80 Stamp Act Drive, Bolivia, NC 28422 and 250 Grey Water Road, Supply, NC 28462	
Billing Address (if different from service address): PO Box 9 Bolivia, NC 28422	
Contact Name: Andy Byron	Contact Phone: 910-253-2640
Account Number: 202134	E-mail Address (optional): andrew.byron@brunswickcountync.gov
ATMC Information	
Atlantic Telecom Multimedia Consolidated, LLC (d/b/a ATMC) ("COMPANY") 640 Whiteville Road, Shallotte, NC 28470 AND/OR Atlantic Seawinds Communications, LLC ("COMPANY") 640 Whiteville Road, Shallotte, NC 28470	
Account Executive: Kris Ward	Phone # / Email Address: 910-755-1697, kward@atmc.com

COMPANY shall provide the following Services and Equipment and CUSTOMER agrees to pay the fees and charges set forth below:

Schedule of Services and Rates				
Service Location/Service Description	TERM	Optional Features	Monthly Recurring Charges	Non Recurring Installation/Set-Up Fees
500 Mbps Metro-E to 250 Grey Water Road, Supply, NC	5 yr	Terminates 80 Stamp Act Drive, Bolivia, NC	$871.13	$110.00
500 Mbps Metro-E to 80 Stamp Act Drive, Bolivia, NC	5 yr	Terminates 250 Grey Water Road, Supply, NC	$871.13	$110.00
(Does not include taxes/fees) TOTAL			$1,742.26	$220.00

CUSTOMER Authorized Signature:	COMPANY Authorized Signature: Kris Ward
By: Randy Thompson	By: Kris Ward
Title: Chairman, Board of Commissioners	Title: Director of Business Development
Date:	Date: 10/5/2021

ATTEST:

_____
Clerk to the Board

[SEAL]

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

Julie A. Miller

Julie A. Miller, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

Bryan W. Batton

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

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This Service Agreement ("Agreement") applies to the services to which you subscribe except for services provided under another agreement between you and the COMPANY. The Effective Date of this Agreement for any individual service is the date on which you subscribe to or use the Service. When you apply for, subscribe to, or use the Service after the Effective Date, you are accepting the terms of this Agreement. If you do not agree with the terms of this agreement, you must notify the COMPANY prior to the Effective Date to disconnect the Service. To disconnect the Service, you must contact the COMPANY by calling the number on your billing statement or by using any other method designated by the COMPANY. You will be responsible for all applicable charges incurred prior to termination.

1 Definitions

AGREEMENT shall mean this entire Agreement, including the Terms and Conditions, Schedule of Services and Rates and any Appendices and/or Disclaimers referenced herein and any Memorandum of Understanding attached hereto.

APPLICATION FOR SERVICE shall mean a standard order form which includes all pertinent billing, technical, and other descriptive information which will enable COMPANY to provide the Service as required.

COMPANY shall mean the company or companies listed under the IDENTIFICATION OF PARTIES AND SERVICES above which shall be ATMC or any affiliate or subsidiary company providing services under this agreement.

CUSTOMER shall mean the customer listed under IDENTIFICATION OF PARTIES AND SERVICES above.

CUSTOMER PROVIDED EQUIPMENT shall mean equipment or facilities provided by persons other than the COMPANY and connected to the COMPANY'S Service or connected to the COMPANY'S facilities.

FORCE MAJEURE is defined as including war, riots, embargoes, strikes, or other concerted acts of workers, casualties or accidents, malicious or criminal acts of third parties, or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing, which prevent or hinder the delivery of the Services.

SERVICE or SERVICES means the retail services offered by the COMPANY pursuant to this agreement and listed under the IDENTIFICATON OF PARTIES AND SERVICES above.

2 Terms and Conditions

2.1 COMPANY Limitations

COMPANY reserves the right to terminate service for failure to comply with the terms and conditions of this Agreement or the COMPANY's Acceptable Use Policy located at www.atmc.com.

COMPANY does not undertake to transmit communications, data, messages or video services, but rather furnishes service and equipment for such transmissions by the CUSTOMER.

The Service provided pursuant to this Agreement may not be resold or transferred without express written permission by COMPANY.

2.2 Obligations of the COMPANY

COMPANY is not responsible for the installation, operation, or maintenance of any equipment provided by the CUSTOMER.

2.3 Obligations of the CUSTOMER

The CUSTOMER is responsible for obtaining and installing compatible customer premises equipment used for connection to Service.

CUSTOMER shall provide such information and assistance as are reasonably requested by COMPANY for purposes of facilitating COMPANY's provision of Services to CUSTOMER.

CUSTOMER is responsible for (i) assuring that its authorized users comply with the provisions of this Agreement and that unauthorized persons do not gain access to or use the Services through user names, passwords, or other identifiers assigned to CUSTOMER pursuant to this Agreement; (ii) providing any equipment and software that may be necessary for the use of the Services by CUSTOMER (in addition to any Equipment and Software that may be placed at CUSTOMER's location(s) or otherwise provided or used by COMPANY for its provision of the Services); (iii) timely payment of all charges for usage of the Services applicable to its account whether or not by authorized users or for authorized purposes; and (iv) performing its other obligations under these Terms and Conditions.

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2 Terms and Conditions (cont'd)

2.3 Obligations of the CUSTOMER (cont'd)

CUSTOMER shall not use the Service in any way that would be or would assist any third party to be in violation of any law, this Agreement, or any Acceptable Use Policy applicable to the Service. CUSTOMER shall not transmit or publish on or over the Service any information, software, or other content that violates or infringes upon the rights of any others or use the Service and capabilities of the Services to conduct any business or activity or solicit the performance of any activity that is prohibited by law.

It is CUSTOMER's responsibility to provide necessary access to customer premise facilities to COMPANY personnel in order to install service, as well as to investigate and repair Service outages on-site. Access includes the ability to review information and the right to construct, install, repair, maintain, replace, and remove access lines and network facilities and to use any ancillary equipment space within any building necessary for CUSTOMER's connection to COMPANY's network. CUSTOMER will furnish any conduit, holes, wire ways, wiring, plans, equipment, space, power/utilities, and other items require to perform installation or repair of Services, and obtain any necessary license, permits, and consents (including right of ways and easements). If access to customer premises is not granted, then applicable billing credits for loss of Service due to the Service disruption will not be available. If COMPANY responds to customer trouble report and finds the outage was not a result of COMPANY equipment or Service, CUSTOMER will be billed at COMPANY's regular billing rate for time incurred as a result of responding to the reported Service outage.

2.4 Liabilities of the COMPANY

Except as stated in this Section, COMPANY shall have no liability or damages of any kind arising out of or related to provision of services outlined in this Agreement.

The liability of COMPANY for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Agreement including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall be limited to amount equal to the charges under this Agreement applicable to the specific service (or portion thereof) that was affected. There shall be no other liability for COMPANY and in no event shall COMPANY be liable for any consequential or exemplary damages of CUSTOMER.

COMPANY shall not be liable for any act or omission by CUSTOMER or any other entity furnishing facilities, equipment, or services used by CUSTOMER, with COMPANY's Services. In addition, COMPANY shall not be liable for any damages or losses due to the failure or negligence of any CUSTOMER or third party or due to the failure of customer-provided or third party provided equipment, facilities or services. CUSTOMER agrees to indemnify and hold COMPANY harmless in connection with any and all damages caused by the CUSTOMER or any other entity furnishing facilities, equipment or services used by the CUSTOMER.

2.5 Force Majeure

COMPANY shall not be liable by reason of any failure or delay in the performance of its obligations due to circumstances beyond its control, including, but not limited to, interruptions due to outages of electric utilities, acts of God, terrorism, floods, outages caused by damaged communications cables, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service.

2.6 Application for Service

CUSTOMER must place an Application for Service with COMPANY to initiate, cancel or change the Services provided pursuant to this Agreement. Applications for Services may be either in writing or orally.

2.7 Installation of Service

COMPANY may require information from CUSTOMER to complete installation of Service and will make specific request to CUSTOMER, if such information is required.

COMPANY is not responsible for the installation, operation, or maintenance of any equipment provided by the CUSTOMER.

2.8 Cancellation of Service Order

CUSTOMER may cancel an Order for the installation of service on any date prior to the service date. The cancellation date is, the date COMPANY receives written or verbal notice from CUSTOMER that the order is to be

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2 Terms and Conditions (cont'd)

2.8 Cancellation of Service Order (cont'd)

cancelled. A cancellation charge may apply and may include the non-recoverable costs incurred by COMPANY for equipment and labor to install Service.

If CUSTOMER is unable to accept Service within 30 calendar days after the original service date, COMPANY reserves the right to commence billing for Service or cancel the order for Service.

2.9 Expedited Orders

When placing an Order, CUSTOMER may request a service date that is prior to the applicable service date. Additionally, CUSTOMER may also request an earlier service date on a pending Order. In this case, an Order modification would be required. If COMPANY determines that the service can be provided on the requested date and that additional labor cost or other extraordinary costs are required to meet the requested service date, CUSTOMER will be notified and will be provided with an estimate of the additional charges involved. Charges will be billed at actual cost. Such additional charges will be determined and billed to CUSTOMER.

2.10 Technical Standards

COMPANY and the CUSTOMER shall agree to the industry technical standards applicable to use of COMPANY's Service provided pursuant to this Agreement. If an industry standard becomes obsolete or is otherwise no longer supported by vendors associated with COMPANY's network, any duties with respect to technical standards are invalidated. In the event the CUSTOMER and COMPANY do not come to agreement regarding replacement industry standards, COMPANY shall choose the replacement industry standard most commonly used by the industry.

2.11 Charges and Payments for Service or Facilities

2.11.1 Deposits

COMPANY may, in order to protect its interest, require the customer to make a deposit or provide a surety bond to secure payment of all charges. The deposit or security bond may equal up to three (3) months estimated payments. COMPANY also reserves the right to perform a credit check on CUSTOMER and CUSTOMER will provide such information as COMPANY requires for purposes of conducting a credit check. The credit check, at the discretion of the company, may be used to determine the amount of the deposit or surety bond due from customer. Any deposit made by the CUSTOMER shall be held for one year by company. If the CUSTOMER has paid all payments during the first year on the date they are due or payable, the COMPANY shall refund the deposit to the CUSTOMER, without interest.

Upon the cancellation of service or any default in payment, CUSTOMER agrees that any deposit held by COMPANY can be used to offset any amounts owed by CUSTOMER to COMPANY. In the event of any late payment or default by customer after the first year, COMPANY reserves the right to obtain from customer an additional deposit or surety bond equal to three months estimated payments, which shall remain in effect until the service is terminated.

The fact that a deposit is made does not relieve CUSTOMER from making advance payments or from complying with the COMPANY's regulations for the payment of bills in accordance with the terms herein and does not constitute a waiver or modification of the regulations of the COMPANY providing for the discontinuance of Service for nonpayment of any sums due the COMPANY for Service rendered.

2.11.2 Payment and Billing Periods

CUSTOMER is responsible for the payment of all charges for any and all Services or facilities provided by the COMPANY to the CUSTOMER for Service.

Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the CUSTOMER through notice given to COMPANY.

COMPANY shall establish the start date for monthly bill periods, and such monthly periods shall continue through the term of the Agreement.

Proration of Charges and Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this Agreement will be prorated to the number of days based on a 30 day month.

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2 Terms and Conditions (cont'd)

2.11 Charges and Payments for Service or Facilities (cont'd)

2.11.3 Changes to Agreement, Taxes and Other Charges

COMPANY reserves the right, from time to time, to change the price for a Service upon the following notice: 1) the price of Service may be decreased without notice, and 2) COMPANY will provide notice of a Service price increase at least thirty (30) days prior to the effective date of the price increase. If you do not disconnect the affected Service by the effective date of the price increase, you will be liable for the increased price.

COMPANY reserves the right, from time to time, to change the terms and conditions of this Agreement other than a change in price upon at least thirty (30) days prior notice of such a change. When notice is required, COMPANY will provide notice by 1) posting notice on the COMPANY website 2) by bill message insert, 3) by letter or postcard via U.S. Postal Service to CUSTOMER billing address, 4) via a call to CUSTOMER's billed telephone number, or 5) by email to CUSTOMER's provided email address. COMPANY may at its discretion provide notice using more than one method; however, multiple notices are not required at any time. CUSTOMER AGREES THAT NOTICE BY COMPANY THROUGH ANY OF THESE METHODS IS SUFFICIENT.

In addition to payment for Services, CUSTOMER must pay all lawful taxes, fees, surcharges and other charges. COMPANY will not provide advance notice of changes to taxes and surcharges, except as required by applicable law. All such taxes and charges shall be separately shown and charged on bills rendered by COMPANY or its billing agent.

COMPANY may impose a Regulatory Cost Recovery Fee to help defray COMPANY's cost of providing Service. If imposed, the fee will be separately shown and charged on CUSTOMER's bill rendered by COMPANY or its billing agent. More than one Regulatory Cost Recovery Fee may apply if more than one service is imposed.

2.11.4 Payment and Late Payment Charge

Payment will be due as specified on the CUSTOMER bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by state law will be applied to all amounts past due.

Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

Service may be denied or discontinued at COMPANY's discretion for nonpayment of amounts due COMPANY past the due date as specified in this Section. Restoration of Service will be subject to all applicable installation charges.

2.12 Termination or Denial of Service by the COMPANY

COMPANY may, immediately and without notice to the CUSTOMER, and without liability, temporarily deny, terminate, or suspend Service to any CUSTOMER upon any of the following:

(a) In the event CUSTOMER or its agent: (a) willfully damages COMPANY equipment, interferes with use of COMPANY's Service by other customers of COMPANY; (b) unreasonably places capacity demands upon COMPANY's facilities or Service; or (c) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (d) otherwise fails to comply with the provisions of this Agreement or applicable law.

(b) In the event a CUSTOMER becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or in the event that COMPANY determines that any Service is being used fraudulently or illegally, whether by a CUSTOMER or its agent.

(c) In the event that COMPANY determines that any Service is being used fraudulently or illegally, whether by CUSTOMER or its agent.

(d) If COMPANY chooses to suspend Service, COMPANY may require that CUSTOMER pay a fee for restoring Service in addition to the regular cost for such Service during the suspension.

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2 Terms and Conditions (cont'd)

2.13 Billing Disputes

If CUSTOMER believes CUSTOMER has been billed by COMPANY in error, CUSTOMER must contact COMPANY within ninety (90) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than ninety (90) days old at the time CUSTOMER notifies COMPANY. CUSTOMER may withhold from payment to COMPANY the disputed portion of any bill pending resolution of the dispute. CUSTOMER must pay all non-disputed charges on the bill by the due date indicated on the bill. COMPANY will notify CUSTOMER of the results of its inquiry, and either adjust the billing, issue a credit, or notify CUSTOMER that all or a portion of the disputed amount is still owed. CUSTOMER will be required to pay such amount within fifteen, (15) days thereafter, and if CUSTOMER fails to pay this amount within the time required, CUSTOMER's account will be deemed past due and unpaid and CUSTOMER's Service subject to termination under Section 2. Any payments CUSTOMER withholds pending resolution of the dispute may be subject to a late payment charge at the highest interest rate allowable by law applied to past due amounts.

2.14 Credit Allowance

Credit for failure of Service will be allowed only when failure is caused by or occurs in COMPANY's facilities or equipment owned, provided and billed for by COMPANY. A credit allowance is not applicable for any period during which CUSTOMER cannot utilize the Service, except for such period where the Service is interrupted by COMPANY for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.

Credit allowance for failure of Service or equipment starts when the CUSTOMER notifies COMPANY of the failure and ceases when the operation has been restored.

The CUSTOMER shall notify COMPANY of failures of Service or Equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided equipment or customer provided facilities, or any act, or omission by the CUSTOMER, or in wiring or equipment connected to the CUSTOMER's terminal.

Only those portions of the Service or equipment operation disabled will be credited.

In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, COMPANY shall make a credit allowance at the CUSTOMER's request for a pro rata adjustment of all Service charges billed by COMPANY for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to COMPANY, by a standard thirty (30) day month, and then multiplying the result by COMPANY's fixed monthly charges for each interrupted Service. If the duration of the service interruption is less than the minimum duration, no credit allowance will apply. The minimum duration for the Service is defined in the Appendix for the Service.

A credit allowance will not be given for interruptions caused by the negligence or willful act of the CUSTOMER, or interruptions caused by failure of equipment or service not provided by COMPANY.

It is the CUSTOMER's responsibility to request any applicable Service credit. To request a credit allowance, CUSTOMER must do so by contacting COMPANY within five (5) business days of reporting an applicable Service outage. COMPANY reserves the right to deny Service Credit requests for Service outages that are not covered under the terms outlined in this Agreement. If a credit allowance is approved, the applicable credit will be applied to CUSTOMER's bill within 1-2 billing cycles. No credit is available for a CUSTOMER (a) that is blocking COMPANY from monitoring customer's premises equipment; (b) that does not provide the necessary access to personnel and facilities at the customer's premises to enable COMPANY to perform comprehensive troubleshooting; or (c) whose account is not in good financial standing with COMPANY. COMPANY is not liable for failure to fulfill its obligations hereunder if such failure is due to customer's use of Service which does not comply with the Terms and Conditions of Service, or acts beyond COMPANY's reasonable control.

3 Service Description

Detailed service information applicable to this Agreement is attached to this Service Agreement as an Appendix, or, if multiple services are covered under this Agreement, as a separate Appendix for each service.

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4 Customer Installation

COMPANY may require information from CUSTOMER to complete installation of Service and will make specific request to CUSTOMER, if such information is required.

COMPANY will select a date for installation of Service after receiving all information needed from CUSTOMER, including the customer-signed original of this agreement and if applicable, a completed credit application and verification.

CUSTOMER may request a specific date for installation of Service, but COMPANY reserves the right, in its discretion, to establish the service date selected and the scheduling for installation. CUSTOMER agrees to cooperate with COMPANY to provide access to customer premise(s) for the purpose of completing installation of Service and applicable COMPANY provided equipment.

COMPANY is not responsible for the installation, operation, or maintenance of any equipment provided by the CUSTOMER.

5 CUSTOMER Support

COMPANY'S standard support is available Monday through Friday, from 8AM to 5PM, excluding company holidays.

COMPANY may at its discretion offer support outside of COMPANY'S standard support hours, for which additional support charges shall apply.

COMPANY Support Telephone Number is 910-754-4317

6 Use of Service and Equipment

CUSTOMER agrees to use the Service and any COMPANY provided equipment for lawful purposes only. The Service may not be used to transmit or receive any communication or material of any kind which, in COMPANY's sole discretion, the transmission, receipt or possession of such communication or material may constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, federal or international law. COMPANY reserves the right to terminate Service without refund and reclaim possession COMPANY provided equipment immediately if COMPANY, believes that this provision has been violated.

CUSTOMER is liable for any and all use of the Service and/or COMPANY provided equipment, and any transmissions made thereon, by CUSTOMER or any person using the Service or COMPANY provided equipment. CUSTOMER agrees to indemnify, defend and hold COMPANY harmless against any and all liability, damages or claims, including attorneys' fees and costs, arising from or related to such use of the Service and/or COMPANY provided equipment in violation of this Agreement. If COMPANY, in its sole discretion, believes that CUSTOMER may have violated this provision, COMPANY may forward the objectionable material, as well as any CUSTOMER communications, including personally identifiable information, to the appropriate authorities for investigation.

6.1 Permitted Locations

CUSTOMER is permitted to use Service at locations expressly approved by COMPANY. If COMPANY determines CUSTOMER is using Service at a location not expressly approved by COMPANY, COMPANY will notify CUSTOMER that it must cease use of Service at the unapproved location immediately. If CUSTOMER does not cease using service at the unapproved location, COMPANY, at its discretion, may disconnect Service at the unapproved location any time beginning thirty (30) days after initial notice to CUSTOMER of the violation.

6.2 Use and Maintenance of COMPANY Equipment

COMPANY equipment installed at the customer premises by COMPANY for the purpose of delivering or monitoring Service will remain the property of COMPANY. The removal, modification, or tampering with company provided equipment by anyone other than company employees or an authorized agent of COMPANY is strictly prohibited. During any term of the agreement, COMPANY, at its sole discretion, may repair or replace any company provided equipment, at no charge to the CUSTOMER, if COMPANY determines equipment to be defective (and not the subject of tampering, abuse, or unauthorized modification/repair).

CUSTOMER must provide a secure, environmentally-controlled area as required by manufacturer's guidelines for the placement of COMPANY equipment and must maintain the temperature of such area in accordance with the equipment manufacturer's guidelines. CUSTOMER is also required to provide an uninterruptible power supply with a battery backup unit that meets the manufacturer's specifications for the equipment to which it is connected.

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6 Use of Service and Equipment (cont'd)

6.3 Theft of Service

CUSTOMER agrees to notify COMPANY immediately if CUSTOMER becomes aware at any time that the Service is being stolen or fraudulently used. When contacting COMPANY, CUSTOMER must provide all information requested by COMPANY and a detailed description of the circumstances surrounding the allegation of theft or fraud. Until such time as CUSTOMER provides COMPANY with notice of the theft or fraudulent use of the Service, CUSTOMER is responsible for maintaining the confidentiality of all account numbers and/or passwords. CUSTOMER is responsible for all uses of account information, whether or not actually or expressly authorized by CUSTOMER.

6.4 Theft or Damage to COMPANY Equipment

CUSTOMER is responsible for protecting and securing all equipment provided by COMPANY for use with the Service. CUSTOMER agrees to notify COMPANY immediately if CUSTOMER becomes aware at any time that the COMPANY provided equipment has been stolen or damaged. COMPANY reserves the right to bill CUSTOMER at the full retail rate for any equipment stolen or damaged during the time equipment was installed at the customer premises.

6.5 Return of COMPANY Equipment

Upon expiration or cancellation of the COMPANY Service, CUSTOMER agrees to give COMPANY access to customer premises for removal of COMPANY provided equipment. If CUSTOMER fails to make access available within five (5) business days of the expiration or cancellation of Service, CUSTOMER may be charged the full retail rate for such equipment.

6.6 Equipment and Software Compatibility

The CUSTOMER is responsible for the provision and maintenance of all customer-provided equipment and for insuring that the operating characteristics of the customer equipment is compatible with, and does not interfere with, the services offered by COMPANY.

It shall be the responsibility of CUSTOMER to ensure compatibility with COMPANY's equipment and services for any CUSTOMER provided equipment and software used with the Service. COMPANY shall not be responsible if changes in any of the equipment, operations, or procedures used in the provisioning of Service render any facilities provided by the CUSTOMER obsolete or require modification of such equipment or system, or otherwise affect its use of performance.

The CUSTOMER is responsible for ensuring the continuing compatibility of CPE at the customer premises. The CUSTOMER shall be responsible for any expenses incurred for required changes to CUSTOMER equipment or facilities in order to make such equipment or facilities compatible with Service.

7 Privacy Rights and Obligations

CUSTOMER privacy interests, including CUSTOMER's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Federal Communications Act of 1932, as amended, and the Electronic Communications Privacy Act. CUSTOMER grants COMPANY permission to collect, use or disclose CUSTOMER personal information as described in COMPANY'S Privacy Notice, found at www.atmc.com.

COMPANY may disclose any information that it believes appropriate to protect its rights, company compliance with applicable laws, safeguard its personnel, property and operations, or where it believes that individual or public safety is in peril.

CUSTOMER is responsible for protecting the information needed to access CUSTOMER's account information securely and verify orders (for example, tax identification number or passwords assigned by CUSTOMER or issued by COMPANY. If a third party acquires CUSTOMER information (through no fault of COMPANY), COMPANY may assume that CUSTOMER has authorized that person's use of the information and COMPANY may provide CUSTOMER's personal information to that person as if he or she were CUSTOMER.

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8 Warranties and Limitations of Liabilities

NO WARRANTIES. COMPANY'S SERVICES (WHICH FOR PURPOSES OF THIS SECTION, ALSO REFER TO COMPANY'S EQUIPMENT AND SOFTWARE) ARE NOT GUARANTEED TO WORK, TO BE ERROR-OR VIRUS-FREE, OR TO BE COMPATIBLE WITH ANY SERVICES, EQUIPMENT OR SOFTWARE NOT PROVIDED TO CUSTOMER BY COMPANY OR COMPANY'S LICENSORS OR SUPPLIERS (INCLUDING CUSTOMER-OWNED EQUIPMENT). COMPANY'S SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER COMPANY NOR COMPANY'S LICENSORS OR SUPPLIERS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THESE SERVICES. THIS INCLUDES 'IMPLIED WARRANTIES' (SUCH AS THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IF THE LAW WHERE CUSTOMER IS LOCATED SAYS COMPANY CANNOT EXCLUDE CERTAIN WARRANTIES, THEN THOSE WARRANTIES ARE NOT EXCLUDED.

COMPANY'S LIABILITY IS LIMITED. NEITHER COMPANY NOR COMPANY'S EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS WILL BE LIABLE TO CUSTOMER FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED DIRECTLY OR INDIRECTLY ON CUSTOMER'S RELATIONSHIP WITH COMPANY OR COMPANY'S PROVISION OF THE SERVICES, WHETHER BASED ON BREACH OF CONTRACT, TORT, (FOR EXAMPLE, A NEGLIGENCE OR PRODUCT LIABILITY CLAIM), VIOLATION OF LAW OR REGULATION OR ANY OTHER LEGAL THEORY. FOR EXAMPLE, COMPANY IS NOT LIABLE TO CUSTOMER FOR LOSSES OR DAMAGES THAT RESULT FROM YOUR CUSTOMER'S USE OR INABILITY TO USE THE SERVICES (INCLUDING 911 SERVICES), OR FOR ANY LOSSES OR DAMAGES THAT MAY RESULT FROM INSTALLATION, USE, MODIFICATION, REPAIR OR REMOVAL OF CUSTOMER USE EQUIPMENT OR CUSTOMER-OWNED EQUIPMENT. IN NO EVENT WILL COMPANY BE REQUIRED TO CREDIT CUSTOMER AN AMOUNT IN EXCESS OF CUSTOMER'S SERVICE FEES FOR THE MONTH DURING WHICH CUSTOMER SUFFER ANY LOSSES OR DAMAGES.

SECURITY. THE SERVICES AND THE COMMUNICATIONS MADE BY CUSTOMER USING THE SERVICES MAY NOT BE SECURE. CUSTOMER IS RESPONSIBLE FOR SECURING CUSTOMER'S COMMUNICATIONS AND DATA. COMPANY WILL NOT BE RESPONSIBLE IF A THIRD PARTY GAINS ACCESS TO THE SERVICES, THE CUSTOMER-OWNED EQUIPMENT, OR CUSTOMER'S COMMUNICATIONS OR DATA.

DAMAGE OR LOSS TO YOUR PROPERTY. THE SERVICES MAY RESULT IN DAMAGE OR LOSS TO CUSTOMER'S OWN SERVICES, EQUIPMENT (INCLUDING CUSTOMER-OWNED EQUIPMENT), SOFTWARE AND DATA (INCLUDING PERSONAL FILES). COMPANY IS NOT RESPONSIBLE FOR ANY SUCH DAMAGE OR LOSS. THIS INCLUDES DAMAGE OR LOSS RESULTING FROM SOFTWARE DOWNLOADS OR OTHER CHANGES OR MODIFICATION THAT ARE MADE TO CUSTOMER-OWNED EQUIPMENT AS CONTEMPLATED IN THIS AGREEMENT.

INDEMNIFICATION. TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, ITS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ANY OTHER UNDERLYING SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF SERVICE EXCEPT IF THE HARM IS CAUSED BY OR RELATED TO THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY COMPANY OR ITS UNDERLYING SERVICE PROVIDER.

9 General Provisions

Governing law - The law of the State Of North Carolina shall govern this Agreement, proper venue shall be District 13B of the North Carolina General Court of Justice. To the extent that such law is preempted or inconsistent with applicable federal law, in such case, proper venue will be Federal District Court for the Eastern District of North Carolina.

Severability - If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains in full force and effect and is enforceable.

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The undersigned represents that he/she is the CUSTOMER or is authorized to sign this Agreement on behalf of CUSTOMER for the services in this Agreement. The undersigned further represents that the CUSTOMER Information provided in this Agreement is true and accurate. This Agreement binds CUSTOMER to the Rates, Terms and Conditions of Service contained in this Agreement, including any termination penalties that may apply. All Services provided under this Agreement are subject to the Rates, Terms and Conditions of this Agreement. Other services, if selected by CUSTOMER, are subject to the Rates, Terms and Conditions applicable for such services. COMPANY's Acceptable Use Policy is located at www.atmc.net and CUSTOMER acknowledges it is CUSTOMER's responsibility to review and adhere to this policy as it pertains to the use of COMPANY services and agrees to be bound thereby. The Term of this Agreement begins on the date of commencement of services. Prices listed in the Schedule of Services and Rates do not include applicable taxes, fees, assessments or surcharges. Until this Agreement is signed by COMPANY, it serves as a proposal which may be withdrawn or changed at any time. COMPANY will honor the prices in this agreement provided CUSTOMER delivers signed Agreement to COMPANY within thirty (30) days from the date shown above.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date hereof.

BRUNSWICK COUNTY	ATMC
By:	By: Kris Ward
Printed Name: Randy Thompson	Printed Name: Kris Ward
Title: Chairman, Board of Commissioners	Title: Director of Business Development
Date:	Date: 10/5/2021

ATTEST:

_____
Clerk to the Board

[SEAL]

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

Julie A. Miller
_____
Julie A. Miller, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

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

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ATMC

Service Level Agreement
Appendix - Metro-Ethernet Service

1 Service Description

Metro-Ethernet Service ("Metro-E") is a high-speed packet-based advance data service that provides connectivity between customer locations, using packet-switching technology and Internet Protocol (IP). In connection with Metro-E COMPANY offers Virtual Local Area Network (VLAN) service through use of Virtual Private Network (VPN) functions.

Metro-E Service provides high-speed data connections that are a part of a packet-based IP network within COMPANY service areas. Metro-E Service provides the ability to order Ethernet Service or other supported packet-based services where a single customer connection can support multiple applications with varying Classes of Service (CoS).

Metro-E Service provides customer capabilities to support different Classes of Service (CoS), i.e., Real-Time, Business Critical, Interactive, and Best Effort, as described in this Appendix, over the same Metro-E connection allowing increased flexibility to provision bandwidth requirements for voice, data, and video applications. CUSTOMER specifies the required Class of Service (CoS) Package Profile for each Metro-E connection.

Service includes (1) a one-hour callback guarantee for reported service issues, (2) priority repair response time twenty-four (24) hours a day, seven (7) days a week, 365 days a year and, (3) real-time monitoring of COMPANY-provided equipment to ensure service availability.

2 Service Term

The minimum Term of Service is one year. If CUSTOMER chooses to disconnect all or a portion of the Service prior to the expiration of the minimum Term of Service, discontinuance charges will apply to the portion of the Service being discontinued. Discontinuance charge is equal to the monthly recurring rates for Service times the number of months remaining in Term.

The initial Term of Service shall commence on the date Service is installed and will continue for the number of consecutive months of the term.

Term of this Agreement will automatically renew on a month-to-month basis upon expiration of initial Term, unless not less than 30 days prior to the end of the Term or any Renewal Term, either party notifies the other party of its intent to terminate this Agreement.

3 Term Discounts

Service may be ordered at the CUSTOMER'S option on a monthly rate basis, subject to a minimum service period of one year, or for a Term Discount period, if offered. If CUSTOMER chooses to disconnect all or a portion of the service prior to the expiration of the Term Discount period, discontinuance charges will apply to the portion of the Service being discontinued. Discontinuance charge is equal to the monthly recurring rates for Service times the number of months remaining in Term.

Term Discount period, if applicable, must be specified at time of ordering.

4 Service Availability

Metro-E Service is available twenty-four hours per day, seven days per week, except for preventive maintenance.

If it is necessary to perform preventive maintenance, Service will be unavailable during the period of time when preventive maintenance is being performed. This could result in Service being unavailable during the period of time between 12:00 AM and 6:00 AM, Eastern Standard Time on any given morning. COMPANY, upon written notice to the CUSTOMER, may adjust the maintenance window.

Such effects related to Scheduled Network Maintenance shall not give rise to Service credits outlined in this document.

5 Emergency Provisions

Service will not function without proper electrical power. CUSTOMER is responsible for providing back-up electrical power to the service. CUSTOMER must insure that back-up electrical power, when connected to COMPANY provided equipment, meets the manufacturer's specifications for the equipment for which it is connected.

COMPANY is not responsible for failure of customer-provided equipment or full or partial failure of Service caused by electrical power failure, degradation or interruption.

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6 Outages

A Service Outage is defined as a period of time during which Service is unusable. A Service outage does not include instances of power outages, force majeure, customer premise equipment impairment, and/or failure resulting in barred access to network Services (e.g., personal computers, customer-owned switches and routers, and network peripheral devices), or outages caused by scheduled repair or maintenance. Service outages are measured on a per-incident, per connection basis.

Upon service activation, if CUSTOMER experiences a service outage, CUSTOMER shall contact COMPANY to report the outage. Upon notification from CUSTOMER, COMPANY personnel will respond to the CUSTOMER to verify receipt of the outage report. If a service outage requires access to customer premise(s), CUSTOMER shall provide access during COMPANY's normal business hours.

A severe outage is defined as a loss of Service in excess of four (4) hours in one twenty-four hour period, or ten (10) cumulative hours in any calendar month. If a subsequent severe outage occurs within one calendar month following the calendar month in which CUSTOMER experienced a Severe Outage, the outage will be considered a Chronic Disruption. Upon verification of a Chronic Disruption, CUSTOMER may request that COMPANY disconnect the Service and waive any applicable Early Termination Fees.

7 Response Time

Service includes one-hour response support. To qualify for one-hour response support, CUSTOMER must utilize the COMPANY'S Priority Response Telephone Number (910-755-2222) to report any Service outage. Upon application for service, COMPANY will assign CUSTOMER a personalized Customer Verification Number and Personal Identification Number for use when requesting one-hour response support.

Upon notification from CUSTOMER of a Service outage, COMPANY personnel will respond, within one hour, to the customer and verify receipt of the outage report.

If access to customer premise(s) is required in order to diagnose or restore Service, after a Service outage, CUSTOMER shall provide access to COMPANY at a time requested by COMPANY. If CUSTOMER denies access to customer premise(s) for the purpose of diagnosing or restoring Service, CUSTOMER shall not be eligible for any Service credit, if such credit is applicable.

If access to CUSTOMER premise is required to investigate and/or resolve a reported Service Outage, COMPANY will perform an on-site visit within three (3) hours of CUSTOMER notifying COMPANY of the Service Outage, provided that CUSTOMER is willing to accept COMPANY's appointment date and time and provided that CUSTOMER provides access to the customer premise and applicable equipment. COMPANY shall not be responsible for a delay in an outage response caused by a failure to properly report a Service outage, acts of God, failure of customer to allow access to customer's premises or applicable equipment, or any other occurrence commonly known as force majeure.

8 Service Standard Features

Metro-E Service includes twenty-four (24) hour, seven (7) days per week, three hundred sixty-five (365) days per year monitoring service and priority response service.

9 Optional Features

CUSTOMER may order with Metro-E Service the following Classes of Services (CoS):

(a) Real-Time - supports Voice over Internet Protocol (VoIP) applications. The Real-Time CoS is supported by a low latency queue.

(b) Business Critical - supports mission-critical business data applications. These applications tend to be data specific and may include medical imaging, electronic funds transfer, medical records transfer, etc.

(c) Interactive Video - supports interactive video applications.

(d) Best-Effort - the default CoS for all other traffic that is not defined as Business Critical, Interactive Video, or Real-Time and is included, at no additional charge, with the Metro-E Connection charge. CUSTOMER traffic that is not marked with a particular CoS will be treated as Best Effort. Traffic with the Best Effort CoS will have the lowest priority on the network and will support lower priority data applications, such as email and file transfer protocol (FTP).

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9 Optional Features (Cont'd)

CUSTOMER may order with Metro-E Service the following Class of Service Profile Packages:

(a) Profile 10-70% Real Time/30% Business Critical

(b) Profile 20–50% Real Time/50% Business Critical

(c) Profile 30–40% Real Time/40% Interactive/20% Business Critical

(d) Profile 40–100 Business Critical

Class of Service Values are assigned as follows:

(a) Best-Effort = 1, Class of Service values of 0 are treated as 1

(b) Business-Critical = 4, Class of Service values of 2 and 3 are treated as 4

(c) Interactive = 6, Class of Services value of 7 is treated as a 6

(d) Real-Time = value of 5

Optional features may incur additional charges.

10 Benchmarks and Metrics

10.1 Network Availability

COMPANY's Ethernet network is designed to be available 24 hours per day, 7 days per week, 365 days per year, except during periods of maintenance. COMPANY will take all reasonable effort to maintain >=99.99% core network availability.

Network availability is monitored continuously by the COMPANY and any calculation of network availability or unavailability shall be based solely on such monitoring.

Network unavailability does not included any loss of availability resulting from: (a) problems with or maintenance on CUSTOMER applications, equipment or facilities; (b) acts or omissions of CUSTOMER or user of the network, whether authorized or not; (c) acts or omissions of third parties, or (d) a force majeure event.

If CUSTOMER experiences network unavailability for more than sixty (60) consecutive minutes, as evidenced by COMPANY monitoring, CUSTOMER may be eligible for a Service Credit according to Section 2.14 of the Service Level Agreement.

10.2 Committed Information Rate (CIR)

Committed Information Rate is defined as the minimum bandwidth available across the COMPANY's Metro-E core network available to transport data originating from a specific customer location. CIR is offered in preset bandwidth increments and is related to the physical line used to transport the customer data from the Network Interface (NI) to the services Node port. The actual customer data throughput is a function of the customer network configuration, applications, overhead and capabilities. The Physical Line determines the physical Network Interface (NI) that can be supported and the CUSTOMER Premises Equipment (CPE) port required.

The treatment of CIR values and the Physical Line Rate required to support that CIR values are as follows:

CIR Value 2, 3, 4, 5, 8 Mbps = Physical Interface Rate of 10 Mbps

CIR Value 10, 20, 50 Mbps = Physical Interface Rate of 100 Mbps

CIR Value 100, 200, 250, 300, 450, 500, 750, 1000 Mbps = Physical Interface Rate of 1000 Mbps

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10 Benchmarks and Metrics (Cont'd)

10.3 Network Latency

Network Latency is the average time it takes for an IP packet to route from COMPANY's Metro-E network to the customer-premise equipment at a location within COMPANY's service area.

COMPANY does not guarantee any specific latency experience on its Metro-E network. COMPANY will regularly monitor the aggregate latency within its Metro-E network and take reasonable steps to maintain an aggregate latency experience of 55 milliseconds or less, as measured on an average basis over a calendar month.

If CUSTOMER experiences an aggregate latency experience greater than the threshold stated above, CUSTOMER may notify COMPANY to request an investigation of the latency experience. Upon receiving notification from CUSTOMER, COMPANY will work with CUSTOMER to determine if the aggregate latency experience can be improved. CUSTOMER agrees to cooperate with COMPANY to correct any incompatibilities between customer-provided equipment and COMPANY's equipment and/or network, including but not limited to installing new customer equipment, updating existing customer equipment to technical standards required to be compatible with COMPANY's equipment and/or network.

10.4 Packet Loss

Packet Loss is the packets that do not reach the COMPANY's Metro-E network when sent from the customer premise equipment at a location within COMPANY's service area or the packets that do not reach the customer premise equipment at a location within COMPANY's service area when sent from the COMPANY's Metro-E network.

COMPANY does not guarantee any specific packet loss minimum. COMPANY will regularly monitor its aggregate packet loss, and take reasonable steps to maintain an aggregate packet loss experience of 1% or less.

If CUSTOMER experiences an aggregate packet loss greater than the threshold stated above, CUSTOMER may notify COMPANY to request an investigation of the packet loss experience. Upon receiving notification from CUSTOMER, COMPANY will work with CUSTOMER to determine if the aggregate packet loss experience can be improved. CUSTOMER agrees to cooperate with COMPANY to correct any incompatibilities between customer-provided equipment and COMPANY's equipment and/or network, including but not limited to installing new customer equipment, updating existing customer equipment to technical standards required to be compatible with COMPANY's equipment and/or network.

10.5 Jitter

Jitter is a variation in the delay of received packets due to network congestion, improper queuing, or configuration errors.

COMPANY does not guarantee any specific jitter minimum. COMPANY will regularly monitor its aggregate jitter, and take reasonable steps to maintain an aggregate jitter experience of 1% or less.

If CUSTOMER experiences an aggregate jitter greater than the threshold stated above, CUSTOMER may notify COMPANY to request an investigation of the jitter experience. Upon receiving notification from CUSTOMER, COMPANY will work with CUSTOMER to determine if the aggregate jitter experience can be improved. CUSTOMER agrees to cooperate with COMPANY to correct any incompatibilities between customer-provided equipment and COMPANY's equipment and/or network, including but not limited to installing new customer equipment, updating existing customer equipment to technical standards required to be compatible with COMPANY's equipment and/or network.

11 Customer Support

11.1 Support Hours

COMPANY's standard support is available Monday through Friday, from 8AM to 5PM, excluding holidays.

COMPANY may at its discretion offer support outside of COMPANY's standard support hours, for which additional charges shall apply.

11.2 How to Reach Support

COMPANY Priority Response Telephone Number is 910-755-2222. The Priority Response Telephone Number must be used to guarantee a one-hour response.

COMPANY General Support Telephone Number is 910-754-4317

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11 Customer Support (Cont'd)

11.3 Support Charges

In cases where Support Charges are applicable, COMPANY Support Rates are $85.00 per hour. Minimum Support charge includes a premise visit charge, where applicable, plus a one hour support charge. Support Charges are billed in one hour increments.

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Bryan W. Batton bryan.batton@brunswickcountync.gov Asst. County Attorney Brunswick County Government Security Level: Email, Account Authentication (None)	Bryan W. Batton Signature Adoption: Pre-selected Style Using IP Address: 216.99.123.2	Sent: 10/5/2021 4:08:46 PM Viewed: 10/5/2021 4:11:36 PM Signed: 10/5/2021 4:11:45 PM
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Julie A. Miller julie.miller@brunswickcountync.gov Security Level: Email, Account Authentication (None)	Julie A. Miller Signature Adoption: Pre-selected Style Using IP Address: 216.99.123.2	Sent: 10/5/2021 4:11:47 PM Viewed: 10/5/2021 4:26:55 PM Signed: 10/5/2021 4:27:04 PM
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Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	10/5/2021 4:05:11 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Brunswick County MIS (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Brunswick County MIS:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kathy.davis@brunswickcountync.gov

To advise Brunswick County MIS of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kathy.davis@brunswickcountync.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Brunswick County MIS
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kathy.davis@brunswickcountync.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Brunswick County MIS

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to kathy.davis@brunswickcountync.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Brunswick County MIS as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Brunswick County MIS during the course of my relationship with you.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 18, 2021

Action Item # V. - 8.
Sheriff's Office - Amendment Ratification

From:
Elizabeth Bynum

Issue/Action Requested:
Request that the Board of Commissioners ratify an amendment to the agreement with North Carolina Sound of Goldsboro, LLC which covers a change order to the project originally approved in the FY21 budget request.

Background/Purpose of Request:
The value of the change order associated with the amendment is $35,817.20 and will be split between state and county funds, with the county departmental budget taking about 82% of the split. The amendment was approved by County Legal after meeting with County Finance to amend the Purchase Order. We do not anticipate the need for a budget amendment at this time and will work within the budget to complete the project.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners ratify an amendment to the agreement with North Carolina Sound of Goldsboro, LLC which covers a change order to the project originally approved in the FY21 budget request.

ATTACHMENTS:

Description

- First Amendment (executed) - for ratification

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FIRST AMENDMENT TO GOODS AND SERVICES AGREEMENT

This First Amendment to Goods and Services Agreement (the "First Amendment") is made and entered into the 1st day of October, 2021, by and between Brunswick County (hereinafter referred to as "County") and North Carolina Sound of Goldsboro, LLC (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, County and Contractor entered into a Goods and Services Agreement (the "Agreement") effective January 19, 2021, for the Project, as defined in the Agreement; and

WHEREAS, additional audio/visual needs or modifications have been requested or identified, including the additions of a 65" display at Console 0, wireless content distribution to conference room, wireless control for mobile system operation within facility, auto-tracking camera to conference room, conference table HDMI distribution, control room PCs USB extension, and the upgrade of nine (9) touch panels from seven (7) to ten (10) inch screens; and

WHEREAS, the additional audio/visual equipment, peripherals, and installation services associated with same resulted in additional costs and fees other than those set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Proposal for the additions of a 65" display at Console 0, wireless content distribution to conference room, wireless control for mobile system operation within facility, auto-tracking camera to conference room, conference table HDMI distribution, control room PCs USB extension, and the upgrade of nine (9) touch panels from seven (7) to ten (10) inch screens is attached hereto as Exhibit "A." The Exhibit is hereby incorporated by reference and made an integral part of the Agreement, as amended.

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

3. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same. This First Amendment may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this First Amendment by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

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

BRUNSWICK COUNTY

By: Randell K. Woodruff

Printed Name: Randell K. Woodruff

Title: County Manager

Date: 10/11/2021

NORTH CAROLINA SOUND OF GOLDSBORO, LLC

By: Chris Jordan

Printed Name: Chris Jordan

Title: VP of Operations

Date: 10/11/2021

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

Julie A. Miller
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

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

DocuSign Envelope ID: D062E1F4-7205-4DC2-AD1B-CFE83B3E0B9B

EXHIBIT "A"
PROPOSAL

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

Prepared especially for

Brunswick County Sheriff's Office

On Wednesday, September 29, 2021

Prepared by Chris Stephenson
cstephenson@ncsound.org
(919) 709-4040 x 118

Proposal: 19905
Created: 9/29/2021
Printed: 9/29/2021

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Quantity	Description	
Brunswick 911 AV Change Orders		
1	**Add 65" Display at Console 0**	
1	**Add Wireless Content Distribution to Conference Room**	
1	**Add Wireless Control for Mobile System Operation within Facility**	
1	**Add Auto-Tracking Camera to Conference Room**	
1	**Conference Table HDMI Distribution**	
1	**Control Room PCs USB Extension**	
1	**Upgrade 7" Touch Panels to 10"**	
Brunswick 911 AV Change Orders		**$35,817.20**

Your Price: **$35,817.20**

Brunswick 911 AV Change Orders **Total:** **$35,817.20**

Prices are firm until 11/28/2021 Terms: Net 30

Quoted by: Chris Stephenson, cstephenson@ncsound.org **Date:** 9/29/2021

Brunswick 911 AV Change Orders

Accepted by: Randell K. Woodruff **Date:** 10/11/2021

DocuSign Envelope ID: D062E1F4-7205-4DC2-AD1B-CFE83B3E0B9B

General Information

General installation hours for NCS are 7:00am-5:30pm Monday- Friday. We will schedule all work through the owner's designated contact. NCS Employees will maintain a clean work site at all times. NCS Employees will notify your staff upon arrival and departure. Complete system training will be provided to your staff with any necessary documentation. Free Phone support provided on specific system issues that allow simple troubleshooting and help desk type resolutions.

Warranty Information

NCS installations have a 1 Year Parts and Labor Warranty. This warranty covers the installed system against defects in material and workmanship for a period of 1 year from the date of acceptance from the owner. This warranty does not include damage related to fire, flood/water damage, lightning damage, power surges, or other acts of nature. Also not covered is deliberate or accidental physical abuse of the equipment. NCS offers various annual maintenance agreements on select systems. Inquire at **sales@ncsound.org** or visit us at **www.ncsound.org**

Service Information

NCS provides full service on all of the systems we install as well as equipment provided and installed by others. Normal service times are 7:00am-5:30pm Monday - Friday. Standard service rates will apply, including one way travel to your facility. Request for service can be made by submitting a form on our website **www.ncsound.org,** sending an email to **service@ncsound.org**,or calling our office at 919-709-4040. In an emergency please contact 919-222-5373.

Approved Proposals

Approved Proposals may be emailed to **sales@ncsound.org** or faxed to 919-709-4044.

Proprietary Information/Non Disclosure

This proposal, and any proposed designs, plans and specifications which have been or may have been provided by NCS that are related to the project related to this quotation (a) are proprietary to NCS, (b) may not be used or copied for any purpose than your evaluation of this quotation and any work performed by NCS following your acceptance of this quotation.

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Brunswick County 911 Center

Change Order Bill of Materials

Quantity	Manufacturer	Item ID	Description	Unit	Total
1	C2G	00711	Cat6a Snagless Shielded (STP) Network Patch Cable, Black	$15.78	$15.78
3	C2G	01105	CAT6 Snagless Unshielded (UTP) Slim Network Patch Cable, Black	$6.49	$19.47
1200	Berk-Tek	10189567	LANmark-10G FTP Cat 6A Riser 4-Pair, F/UTP. 1000', Blue	$0.593	$711.60
7	C2G	28102	2m USB 2.0 A/B Cable - Black (6.6ft)	$4.25	$29.75
2	C2G	41364	6' ULTRA FLEXIBLE HIGH SPEED HDMI CABLE	$20.63	$41.26
1	Leviton	41642-E	QuickPort® Decora® Multimedia Insert, 2-Port, Black	$9.23	$9.23
2	Leviton	4S256-S24	Shielded Angled QuickPort Patch Panel, 24-Port, 1RU	$122.15	$244.30
7	C2G	56784	10' Ultra Flexible High Speed HDMI Cable	$9.92	$69.44
2	Leviton	6ASJK-CE6	Atlas-X1 CAT6A Shield Jack, 12PK, Black	$219.65	$439.30
4	Leviton	84401-40	Single Gang Decora Wallpate, Stainless	$3.16	$12.64
1	Extron	999-1005-032	USB 3 Extender	$1,919.24	$1,919.24
1	Vaddio	999-21100-000W	IntelliSHOT Auto-Tracking Camera, White	$2,487.31	$2,487.31
1	Extron	Cable Collar Kit (70-1067-	Cable Collar Kit, Red, 10 Pack	$23.70	$23.70
1	Extron	DA6 HD 4K PLUS (60-1609-	4K/60 HDMI Distribution Amplifiers (6) Output	$1,019.10	$1,019.10
1	Sony	FWD65X81CH/AL	65" 3840 x 2160 4K HDR LED Display 16/7	$1,233.98	$1,233.98
1	Chief	LTM1U	Large Fusion Micro-Adjustable Tilt Wall Mount	$535.62	$535.62
3	Arlington	LV-1	Low voltge single gang wall plate mounting clip	$2.62	$7.86
2	Extron	MBU 125 (70-077-01)	1/4 & 1/2 Rack Width Low-Profile Mount Kit	$39.50	$79.00
9	Extron	Misc. Material Cost	Upgrade 7" Touch Panel to 10"	$827.97	$7,451.73
3	Extron	RSU 129 (60-190-01)	Universal Rack Shelf Kit for 9.5" Deep Products	$110.60	$331.80
8	Zero Connect	S6A140-010	10' Gray Cat6A Patch Cable Booted Shielded	$16.27	$130.16
1	Zero Connect	S6A140-015	CAT6 Standard 4 pair RJ45 Booted RJ45 Booted STP CM 24 AWG Gray 15' Pro Series Jumper / Patch Cord	$19.91	$19.91
1	Shipping	Shipping/Freight	Shipping/Freight	$644.02	$643.98
7	Small Consumbables	Small consumables	Small consumables	$79.00	$553.00
1	Lowell	US-110	Rack Utility Shelf-1U, 10"D, Black	$44.64	$44.64
3	Extron	USB Extender Plus D R (60-1473-23)	USB Extender Plus Receiver Decorator Style Wall Plate	$679.40	$2,038.20
2	Extron	USB Extender Plus R (60-	USB Extender Plus Receiver	$545.10	$1,090.20
5	Extron	USB Extender Plus T (60-	USB Extender Plus Transmitter	$553.00	$2,765.00
70	Labor	Labor 01	EST Labor	$55.00	$3,850.00

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70	Labor	Labor 02	Technician Labor	$40.00	$2,800.00
65	Labor	Labor 14	Programming Labor	$80.00	$5,200.00
				TOTAL	$35,817.20

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 18, 2021

Action Item # V. - 9.
Sheriff's Office - Amendment to SRO Agreement with BCS

From:
Elizabeth Bynum

Issue/Action Requested:
Request that the Board of Commissioners approve an amendment to the agreement with Brunswick County Schools for an additional deputy position that will be reimbursed by BCS.

Background/Purpose of Request:
The amendment also addresses the reimbursement of funds regarding the agreement with WatchGuard to replace the body cameras in the SRO Division that was disclosed in the meeting on September 7, 2021. The total value of the position and cameras is $84,171 and will be added into the current quarterly invoicing procedures facilitated by County Finance to BCS.

Fiscal Impact:
Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates School Resource Officer Reimbursement of $72,214 for the 9 months costs associated with an addition SRO

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve an amendment to the agreement with Brunswick County Schools for an additional deputy position that will be reimbursed by BCS.

ATTACHMENTS:

Description

- Amendment
- 20211018 Budget Amendment Sheriff Additional SRO position.pdf

FIRST AMENDMENT TO SCHOOL RESOURCE OFFICER AGREEMENT

THIS FIRST AMENDMENT TO SCHOOL RESOURCE OFFICER AGREEMENT (the "First Amendment") is made and entered into the 18th day of October, 2021, by and between Brunswick County Schools and the Brunswick County Sheriff's Office.

WITNESSETH:

WHEREAS, Brunswick County Schools and the Brunswick County Sheriff's Office entered into a School Resource Officer Agreement (the "Agreement") effective July 1, 2020, under which outlined the party's mutual goals of education and safety; and

WHEREAS, the parties wish to add an additional school resource officer position and equip officers with body camera equipment; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 2 – Add:

2.3.1 Brunswick County Schools desires and agrees to reimburse Brunswick County Sheriff's Office the salary and benefits for an additional SRO with an 2021-2022 annual rate of $64,767. Brunswick County Schools shall pay the increased amount for the remaining three quarterly payments of the year. All provisions of Paragraph 2.3 apply to this additional position.

2.58 One (1) SRO to serve as needed by the school system

2. Section 8 – Add:

8.2 Body Camera. Each SRO shall be outfitted with a body camera. Brunswick County Schools shall reimburse Brunswick County for the cost at the rate of $23,639 for FY2022 and $19,404 for FY2023.

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

4. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This First Amendment may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this First Amendment by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

BRUNSWICK COUNTY BOARD OF EDUCATION

By: _____
Mr. Jerry L. Oates, Superintendent
Brunswick County Schools

By:_____
Mr. Harry E. Lemon, Chairperson
Brunswick County Board of Education

BRUNSWICK COUNTY SHERIFF'S OFFICE

By: _____
John Ingram, Sheriff
County of Brunswick, North Carolina

By:_____
Mr. Randy Thompson, Chairperson
Brunswick County Commissioners

This instrument has been pre-audited in the manner required by the school budget and fiscal control act.

By: _____
Freyja Cahill, Finance Officer Brunswick County Schools

APPROVED AS TO FORM

By: _____
Bryan W. Batton, Asst. County Attorney
Brunswick County, North Carolina

Request Info	
Type	Budget Amendment
Description	Sheriff Additional SRO position
Justification	Board Meeting 10/18/2021-Appropriate $72,214 of School Resource Officer reimbursement revenue of $72,214 for additional deputy position and cameras.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	383960	Sheriff's Office	School Resource Officer Reimb	72214	Increase	Credit
104310	412100	Sheriff's Office	Salary and Wages-Regular	33633	Increase	Debit
104310	418100	Sheriff's Office	FICA	2573	Increase	Debit
104310	418200	Sheriff's Office	Retirement	5798	Increase	Debit
104310	418300	Sheriff's Office	Health Insurance	6109	Increase	Debit
104310	418306	Sheriff's Office	Life Insurance	75	Increase	Debit
104310	418310	Sheriff's Office	Dental Insurance	287	Increase	Debit
104310	418400	Sheriff's Office	Disability and Long-Term Ins	100	Increase	Debit
104310	444000	Sheriff's Office	Service and Maint Contracts	23639	Increase	Debit

Total

Grand Total:	144428

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 18, 2021

Action Item # V. - 10.
Sheriff's Office - Vehicle Donation Resolution

From:
Elizabeth Bynum

Issue/Action Requested:
Request that the Board of Commissioners approve a resolution to donate a vehicle currently assigned to the Sheriff's Office to the Village of Bald Head Island.

Background/Purpose of Request:
The vehicle to be transferred is a 2009 Dodge Charger that is no longer useful or necessary for our law enforcement purposes. The resolution was posted in accordance with County Policy, and there was no interest in said vehicle by other County Departments.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve a resolution to donate a vehicle currently assigned to the Sheriff's Office to the Village of Bald Head Island.

ATTACHMENTS:

Description

- Resolution

County of Brunswick

Office of the County Commissioners

RESOLUTION AUTHORIZING THE BRUNSWICK COUNTY SHERIFF TO TRANSFER OWNERSHIP OF A BRUNSWICK COUNTY LAW ENFORCEMENT VEHICLE NO LONGER NECESSARY OR USEFUL FOR LAW ENFORCEMENT PURPOSES

WHEREAS, the Brunswick County Board of Commissioners, on behalf of the citizens of Brunswick County, wish to support another governmental unit in Brunswick County seeking to make the County a better place for its residents; and

WHEREAS, pursuant to N.C.G.S. § 160A-280, personal property that the Board of Commissioners deems to be surplus, obsolete, or unused may be donated to another governmental unit within the United States, a sister county, or a non-profit organization incorporated by the United States, one of the United States, or the District of Columbia; and

WHEREAS, the Village of Bald Head Island is another governmental unit within the State of North Carolina and situated in Brunswick County; and

WHEREAS, the Brunswick County Sheriff has a 2009 DODGE CHARGER vehicle, VIN# 2B3KA43T19H548568, that is a fixed asset of Brunswick County, and that is no longer suitable or useful for law enforcement or other County purposes; and

WHEREAS, the Brunswick County Sheriff requests that he be allowed to transfer ownership and possession of the above-described vehicle to the Village of Bald Head Island.

NOW, THEREFORE, BE IT RESOLVED BY THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS:

1. That the Sheriff, or his designee, is hereby authorized to transfer ownership and possession of the 2009 DODGE CHARGER vehicle, VIN# 2B3KA43T19H548568, that is no longer useful or necessary for law enforcement or other County purposes from Brunswick County to the Village of Bald Head Island.
2. That the transfer of the above-described vehicle is "AS IS, WHERE IS" and without any warranties, express or implied.
3. That this resolution shall be effective upon adoption.

Adopted this the 18th day of October, 2021.

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____
Daralyn Spivey, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 18, 2021

Action Item # V. - 11.

From: Superior Court Judge - SAMHSA Contracts
Michelle Ingram, Superior Judges Office

Issue/Action Requested:
Request Board of Commissioners approve Year 4 service contracts for the Substance Abuse and Mental Health Services Administration (SAMHSA) grant.

Background/Purpose of Request:
The Year 4 Substance Abuse and Mental Health Services Administration (SAMHSA) grant was approved at the 9/20/21 board meeting.

The SAMHSA award provides a coordinated, multi-system approach designed to combine the sanctioning power of treatment drug courts with effective SUD treatment services to break the cycle of criminal behavior, alcohol and/or drug use, and incarceration or other penalties.

As approved in the grant budget justification, contracted services with several organizations are needed to assist with the Adult Treatment Court Expansion Project for drug court participant treatment services, drug court participant transportation needs, trial court coordinators and program/data evaluation and reporting.

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve Year 4 service contracts for the Substance Abuse and Mental Health Services Administration (SAMHSA) grant.

ATTACHMENTS:

Description

- Coastal Horizons (Coordinators) - SAMHSA YR4 Services Agreement
- Coastal Horizons (Treatment) - SAMHSA YR4 Services Agreement
- A Helping Hand - SAMHSA YR4 Services Agreement
- Professional Consulting and Counseling - SAMHSA YR4 Services Agreement
- Wilmington Mental Health - SAMHSA YR4 Services Agreement
- A Plus Royal Cab - SAMHSA YR4 Services Agreement

DocuSign Envelope ID: 34BB0EA2-C8E6-4D18-81D2-729F163A1186

NORTH CAROLINA

BRUNSWICK COUNTY

SERVICES AGREEMENT
[Federal Funding]

THIS SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and Coastal Horizons Center, Inc. (Shallotte), (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as "Services") and the agreed upon fees for said Services are set forth on Exhibit "A" attached hereto.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 09/30/2021 (the "Effective Date") and continues in effect until 09/29/2022, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to the Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to the County showing in detail the Services performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

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

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appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

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

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

6. PROVIDER REPRESENTATIONS

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

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

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

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

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

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

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

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

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

7. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance may be used to fund all or a portion of the Agreement. Provider will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

9. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference

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in response to requests for proposals and may identify County as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

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

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

12. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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

13. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this Agreement, Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

ii. Meeting Agreement performance requirements; or

iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause –

(2) *Prohibitions.*

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, Provider and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

i. This clause does not prohibit contractors from providing –

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*

2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement.*

i. In the event Provider identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Provider is notified of such by a subcontractor at any tier or by any other source, Provider shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. Provider shall report the following information pursuant to paragraph (d)(1) of this clause:

a. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within ten (10) business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, Provider shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(5) *Subcontracts.* Provider shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

15. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Provider should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

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

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

(3) Provider agrees to provide any authorized representatives of the federal government access to construction or other work sites pertaining to the work being completed under the Agreement.

(4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, County and Provider acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

17. SUSPENSION AND DEBARMENT

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

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excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

18. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

20. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Provider, or any other party pertaining to any matter resulting from the Agreement**.**

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21. MINORITY BUSINESS ENTERPRISES

If subcontracts are to be let, Provider is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

22. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

23. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement**.**

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

24. REMEDIES

(1) **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

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ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

(2) **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

(3) **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

(4) **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

(5) **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

25. TAXES

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

26. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

27. EQUAL EMPLOYMENT OPPORTUNITY

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

(1) Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and

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that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

(7) In the event of Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Provider may be declared ineligible for further Government contracts or federally assisted construction contracts

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in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Provider may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory

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assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

28. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

(1) *Provider*. If applicable, Provider shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, as may be applicable, which are incorporated by reference into this Agreement.

(2) *Subcontracts*. If applicable, Provider or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

29. COMPLIANCE WITH THE DAVIS-BACON ACT (AS AMENDED)

(1) If applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5, as may be applicable. Provider shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable.

(2) Providers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, Providers are required to pay wages not less than once a week.

30. CLEAN AIR ACT

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

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31. FEDERAL WATER POLLUTION CONTROL ACT

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

32. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act:

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section Provider and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Provider and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Provider or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of

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such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act, as applicable:

(1) Provider or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by Provider or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and Provider or subcontractor will permit such representatives to interview employees during working hours on the job.

33. COMPLIANCE WITH E-VERIFY PROGRAM

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

34. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and

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proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

(1) in the public domain through no fault of the Recipient;

(2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

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

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

(5) disclosed with the prior written consent of the Discloser; or

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

35. OWNERSHIP OF WORK PRODUCT

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

36. NO ASSIGNMENT WITHOUT CONSENT

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

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37. GOVERNING LAW AND VENUE

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

38. DISPUTE RESOLUTION

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

39. GOVERNMENTAL IMMUNITY

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

40. NON-WAIVER

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

41. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

42. HEADINGS

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

43. SEVERABILITY

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

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Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

44. AMENDMENTS

Amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall not be valid unless in writing and signed by authorized agents of both Provider and County.

45. NOTICES

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

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

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

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

ii. For the Provider:
Coastal Horizons Center, Inc. (Shallotte)
120 Coastal Horizons Dr.
Shallotte, NC 28470

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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46. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

_____
Clerk to the Board

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

COASTAL HORIZONS CENTER, INC. (SHALLOTTE)

By: Jenifer Burns

Printed Name: Jenifer Burns

Title: Controller

Date: 10/5/2021

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

Julie A. Miller
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

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

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EXHIBIT "A"
SCOPE OF SERVICES/COMPENSATION

Services.

1. Provider will provide the following Services, including, but not limited to:

A. Supplying a full-time DWI Treatment Court Coordinator and a full-time Co-Occurring Treatment Court Coordinator (hereinafter referred to collectively as the "Coordinators"), as well as limited administrative support for Services provided primarily at the Brunswick County Government Complex.

B. The Coordinators shall provide a full range of Services in keeping with the expectations of the grant-funded programs involved and document those Services in accordance with professional standards. Such Services shall include, but not be limited to, serving on the Local Management Committee; collecting and entering data; providing screening/ linkage and referral services for participants to determine their needs; planning services; linking the Services system with the client; monitoring service delivery; and evaluating the effort.

C. Providing clinical and administrative supervision for the Coordinators. The schedule of Services and the hours during which the Coordinators will provide the Services shall be mutually agreed upon by the parties. Notwithstanding the foregoing, the provision of Services shall be contingent upon continued funding from grant sources.

2. County shall provide office space, office support and other costs associated with the provision of Services, including, but not limited to: supplies, travel and training, as necessary for the Coordinators to fulfill the expectations of their respective positions.

Compensation.

As compensation for the Services, County agrees to pay Provider funds to reimburse for the costs of the Coordinators plus administrative support. The amount paid by County to Provider under this Agreement shall not exceed $139,500.00. The total includes an agreed-upon portion for various personnel costs not to exceed the budget amount provided by the grant, including, but not necessarily limited to, health insurance coverage, FICA and retirement.

County agrees that it will increase the payments under this Agreement by the amount necessary to provide increases in salary for positions funded by this Agreement as mandated by the Provider's human resources policies and procedures. Should the amounts needed for increases exceed ten percent (10%) of the total Agreement amount, County must agree in writing to any such increase.

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NORTH CAROLINA

BRUNSWICK COUNTY

SERVICES AGREEMENT
[Federal Funding]

THIS SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and Coastal Horizons Center, Inc. (Shallotte), (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as "Services") and the agreed upon fees for said Services are set forth on Exhibit "A" attached hereto.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 09/30/2021 (the "Effective Date") and continues in effect until 09/29/2022, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to the Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to the County showing in detail the Services performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

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

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appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

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

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

6. PROVIDER REPRESENTATIONS

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

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

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

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

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

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

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

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

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

7. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance may be used to fund all or a portion of the Agreement. Provider will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

9. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference

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in response to requests for proposals and may identify County as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

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

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

12. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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

13. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this Agreement, Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

ii. Meeting Agreement performance requirements; or

iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause –

(2) *Prohibitions.*

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, Provider and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

i. This clause does not prohibit contractors from providing –

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*

2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement.*

i. In the event Provider identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Provider is notified of such by a subcontractor at any tier or by any other source, Provider shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. Provider shall report the following information pursuant to paragraph (d)(1) of this clause:

a. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within ten (10) business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, Provider shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(5) *Subcontracts.* Provider shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

15. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Provider should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

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

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

(3) Provider agrees to provide any authorized representatives of the federal government access to construction or other work sites pertaining to the work being completed under the Agreement.

(4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, County and Provider acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

17. SUSPENSION AND DEBARMENT

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

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excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

18. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

20. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Provider, or any other party pertaining to any matter resulting from the Agreement**.**

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21. MINORITY BUSINESS ENTERPRISES

If subcontracts are to be let, Provider is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

22. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

23. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement**.**

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

24. REMEDIES

(1) **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

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ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

(2) **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

(3) **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

(4) **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

(5) **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

25. TAXES

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

26. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

27. EQUAL EMPLOYMENT OPPORTUNITY

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

(1) Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and

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that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

(7) In the event of Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Provider may be declared ineligible for further Government contracts or federally assisted construction contracts

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in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Provider may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory

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assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

28. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

(1) *Provider*. If applicable, Provider shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, as may be applicable, which are incorporated by reference into this Agreement.

(2) *Subcontracts*. If applicable, Provider or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

29. COMPLIANCE WITH THE DAVIS-BACON ACT (AS AMENDED)

(1) If applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5, as may be applicable. Provider shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable.

(2) Providers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, Providers are required to pay wages not less than once a week.

30. CLEAN AIR ACT

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

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31. FEDERAL WATER POLLUTION CONTROL ACT

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

32. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act:

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section Provider and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Provider and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Provider or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of

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such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act, as applicable:

(1) Provider or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by Provider or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and Provider or subcontractor will permit such representatives to interview employees during working hours on the job.

33. COMPLIANCE WITH E-VERIFY PROGRAM

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

34. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and

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proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

(1) in the public domain through no fault of the Recipient;

(2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

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

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

(5) disclosed with the prior written consent of the Discloser; or

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

35. OWNERSHIP OF WORK PRODUCT

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

36. NO ASSIGNMENT WITHOUT CONSENT

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

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37. GOVERNING LAW AND VENUE

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

38. DISPUTE RESOLUTION

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

39. GOVERNMENTAL IMMUNITY

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

40. NON-WAIVER

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

41. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

42. HEADINGS

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

43. SEVERABILITY

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

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Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

44. AMENDMENTS

Amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall not be valid unless in writing and signed by authorized agents of both Provider and County.

45. NOTICES

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

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

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

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

ii. For the Provider:
Coastal Horizons Center, Inc. (Shallotte)
120 Coastal Horizons Dr.
Shallotte, NC 28470

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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46. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

_____
Clerk to the Board

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

COASTAL HORIZONS CENTER, INC. (SHALLOTTE)

By: Jenifer Burns

Printed Name: Jenifer Burns

Title: Controller

Date: 10/5/2021

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

Julie A. Miller
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

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

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EXHIBIT "A"
SCOPE OF SERVICES/COMPENSATION

Scope of Services to be Rendered.

Provider hereby agrees to perform in a manner satisfactory to the County the following Services:

a. Individual Therapy
b. Psychiatric Evaluation and Medication Management
c. Substance Abuse Intensive Outpatient Treatment: three (3) hours per day x three (3) days per week x twelve (12) weeks, with random drug testing.
d. Substance Abuse Comprehensive Treatment: up to four (4) hours per day x five (5) days per week x twelve (12) weeks, with random drug testing.
e. Moral Reconation Therapy ("MRT") Group Therapy: up to two (2) hours per day x two (2) days per week x twenty-six (26) weeks.
f. Outpatient Group Therapy: one and one-half (1.5) hours per day x one (1) day per week.

Compensation.

County will pay to Provider the following rates:

a. $72.00 per hour for Individual Therapy
b. $80.00 per hour for Psychiatric Evaluation and Medication Management
c. $25.00 per hour for Substance Abuse Intensive Outpatient Treatment, with random drug testing
d. $25.00 per hour for Substance Abuse Comprehensive Treatment, with random drug testing
e. $19.00 per hour for MRT Group Therapy
f. $20.00 per hour for Outpatient Group Therapy

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NORTH CAROLINA

BRUNSWICK COUNTY

SERVICES AGREEMENT
[Federal Funding]

THIS SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and A Helping Hand of Wilmington, LLC, (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as "Services") and the agreed upon fees for said Services are set forth on Exhibit "A" attached hereto.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 09/30/2021 (the "Effective Date") and continues in effect until 09/29/2022, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to the Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to the County showing in detail the Services performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

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

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appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

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

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

6. PROVIDER REPRESENTATIONS

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

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

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

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

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

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

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

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

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

7. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance may be used to fund all or a portion of the Agreement. Provider will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

9. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference

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in response to requests for proposals and may identify County as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

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

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

12. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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

13. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this Agreement, Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

ii. Meeting Agreement performance requirements; or

iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause –

(2) *Prohibitions.*

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, Provider and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

i. This clause does not prohibit contractors from providing –

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*

2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement.*

i. In the event Provider identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Provider is notified of such by a subcontractor at any tier or by any other source, Provider shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. Provider shall report the following information pursuant to paragraph (d)(1) of this clause:

a. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within ten (10) business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, Provider shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(5) *Subcontracts.* Provider shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

15. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Provider should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

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

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

(3) Provider agrees to provide any authorized representatives of the federal government access to construction or other work sites pertaining to the work being completed under the Agreement.

(4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, County and Provider acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

17. SUSPENSION AND DEBARMENT

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

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excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

18. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

20. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Provider, or any other party pertaining to any matter resulting from the Agreement**.**

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21. MINORITY BUSINESS ENTERPRISES

If subcontracts are to be let, Provider is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

22. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

23. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement**.**

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

24. REMEDIES

(1) **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

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ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

(2) **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

(3) **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

(4) **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

(5) **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

25. TAXES

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

26. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

27. EQUAL EMPLOYMENT OPPORTUNITY

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

(1) Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and

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that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

(7) In the event of Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Provider may be declared ineligible for further Government contracts or federally assisted construction contracts

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in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Provider may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory

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assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

28. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

(1) *Provider*. If applicable, Provider shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, as may be applicable, which are incorporated by reference into this Agreement.

(2) *Subcontracts*. If applicable, Provider or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

29. COMPLIANCE WITH THE DAVIS-BACON ACT (AS AMENDED)

(1) If applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5, as may be applicable. Provider shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable.

(2) Providers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, Providers are required to pay wages not less than once a week.

30. CLEAN AIR ACT

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

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31. FEDERAL WATER POLLUTION CONTROL ACT

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

32. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act:

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section Provider and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Provider and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Provider or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of

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such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act, as applicable:

(1) Provider or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by Provider or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and Provider or subcontractor will permit such representatives to interview employees during working hours on the job.

33. COMPLIANCE WITH E-VERIFY PROGRAM

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

34. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and

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proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

(1) in the public domain through no fault of the Recipient;

(2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

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

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

(5) disclosed with the prior written consent of the Discloser; or

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

35. OWNERSHIP OF WORK PRODUCT

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

36. NO ASSIGNMENT WITHOUT CONSENT

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

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37. GOVERNING LAW AND VENUE

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

38. DISPUTE RESOLUTION

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

39. GOVERNMENTAL IMMUNITY

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

40. NON-WAIVER

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

41. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

42. HEADINGS

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

43. SEVERABILITY

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

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Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

44. AMENDMENTS

Amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall not be valid unless in writing and signed by authorized agents of both Provider and County.

45. NOTICES

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

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

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

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

ii. For the Provider: A Helping Hand of Wilmington, LLC
5013 Wrightsville Ave
Wilmington, NC 28412-7045

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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46. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

_____
Clerk to the Board

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

A HELPING HAND OF WILMINGTON, LLC

By: Jim Hembree

Printed Name: Jim Hembree

Title: Operations Manager

Date: 10/5/2021

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

Julie A. Miller
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

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

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EXHIBIT "A"
SCOPE OF SERVICES/COMPENSATION

Scope of Services to be Rendered.

Provider hereby agrees to perform in a manner satisfactory to the County the following services:

a. Individual Therapy
b. Psychiatric Evaluation and Medication Management
c. Substance Abuse Intensive Outpatient Treatment: three (3) hours per day x three (3) days per week x twelve (12) weeks, with random drug testing.
d. Substance Abuse Comprehensive Treatment: up to four (4) hours per day x five (5) days per week x twelve (12) weeks, with random drug testing.
e. Moral Reconation Therapy ("MRT") Group Therapy: up to two (2) hours per day x two (2) days per week x twenty-six (26) weeks.
f. Outpatient Group Therapy: one and one-half (1.5) hours per day x one (1) day per week.

Compensation.

County will pay to Provider the following rates:

a. $72.00 per hour for Individual Therapy
b. $80.00 per hour for Psychiatric Evaluation and Medication Management
c. $25.00 per hour for Substance Abuse Intensive Outpatient Treatment, with random drug testing.
d. $25.00 per hour for Substance Abuse Comprehensive Treatment, with random drug testing.
e. $19.00 per hour for MRT Group Therapy
f. $20.00 per hour for Outpatient Group Therapy

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NORTH CAROLINA

BRUNSWICK COUNTY

SERVICES AGREEMENT
[Federal Funding]

THIS SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and Professional Consulting and Counseling Services, PLLC, (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as "Services") and the agreed upon fees for said Services are set forth on Exhibit "A" attached hereto.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 09/30/2021 (the "Effective Date") and continues in effect until 09/29/2022, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to the Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to the County showing in detail the Services performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

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

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appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

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

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

6. PROVIDER REPRESENTATIONS

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

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

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

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

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

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

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

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

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

7. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance may be used to fund all or a portion of the Agreement. Provider will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

9. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference

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in response to requests for proposals and may identify County as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

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

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

12. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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

13. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this Agreement, Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

ii. Meeting Agreement performance requirements; or

iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause –

(2) *Prohibitions.*

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, Provider and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

i. This clause does not prohibit contractors from providing –

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*

2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement.*

i. In the event Provider identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Provider is notified of such by a subcontractor at any tier or by any other source, Provider shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. Provider shall report the following information pursuant to paragraph (d)(1) of this clause:

a. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within ten (10) business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, Provider shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(5) *Subcontracts.* Provider shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

15. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Provider should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

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

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

(3) Provider agrees to provide any authorized representatives of the federal government access to construction or other work sites pertaining to the work being completed under the Agreement.

(4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, County and Provider acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

17. SUSPENSION AND DEBARMENT

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

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excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

18. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

20. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Provider, or any other party pertaining to any matter resulting from the Agreement**.**

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21. MINORITY BUSINESS ENTERPRISES

If subcontracts are to be let, Provider is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

22. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

23. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement**.**

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

24. REMEDIES

(1) **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

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ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

(2) **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

(3) **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

(4) **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

(5) **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

25. TAXES

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

26. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

27. EQUAL EMPLOYMENT OPPORTUNITY

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

(1) Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and

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that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

(7) In the event of Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Provider may be declared ineligible for further Government contracts or federally assisted construction contracts

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in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Provider may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory

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assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

28. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

(1) *Provider*. If applicable, Provider shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, as may be applicable, which are incorporated by reference into this Agreement.

(2) *Subcontracts*. If applicable, Provider or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

29. COMPLIANCE WITH THE DAVIS-BACON ACT (AS AMENDED)

(1) If applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5, as may be applicable. Provider shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable.

(2) Providers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, Providers are required to pay wages not less than once a week.

30. CLEAN AIR ACT

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

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31. FEDERAL WATER POLLUTION CONTROL ACT

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

32. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act:

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section Provider and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Provider and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Provider or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of

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such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act, as applicable:

(1) Provider or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by Provider or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and Provider or subcontractor will permit such representatives to interview employees during working hours on the job.

33. COMPLIANCE WITH E-VERIFY PROGRAM

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

34. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and

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proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

(1) in the public domain through no fault of the Recipient;

(2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

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

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

(5) disclosed with the prior written consent of the Discloser; or

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

35. OWNERSHIP OF WORK PRODUCT

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

36. NO ASSIGNMENT WITHOUT CONSENT

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

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37. GOVERNING LAW AND VENUE

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

38. DISPUTE RESOLUTION

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

39. GOVERNMENTAL IMMUNITY

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

40. NON-WAIVER

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

41. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

42. HEADINGS

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

43. SEVERABILITY

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

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Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

44. AMENDMENTS

Amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall not be valid unless in writing and signed by authorized agents of both Provider and County.

45. NOTICES

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

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

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

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

ii. For the Provider:
Professional Consulting and Counseling Services, PLLC
P.O. Box 31
Riegelwood, NC 28456

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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46. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

_____
Clerk to the Board

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

PROFESSIONAL CONSULTING AND COUNSELING SERVICES, PLLC

By: Devoria Berry

Printed Name: Devoria Berry

Title: Owner

Date: 10/5/2021

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

Julie A. Miller
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

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

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EXHIBIT "A"
SCOPE OF SERVICES/COMPENSATION

Scope of Services to be Rendered.

Provider hereby agrees to perform in a manner satisfactory to the County the following Services:

a. Individual Therapy
b. Psychiatric Evaluation and Medication Management
c. Substance Abuse Intensive Outpatient Treatment: three (3) hours per day x three (3) days per week x twelve (12) weeks, with random drug testing.
d. Substance Abuse Comprehensive Treatment: up to four (4) hours per day x five (5) days per week x twelve (12) weeks, with random drug testing.
e. Moral Reconation Therapy ("MRT") Group Therapy: up to two (2) hours per day x two (2) days per week x twenty-six (26) weeks.
f. Outpatient Group Therapy: one and one-half (1.5) hours per day x one (1) day per week.

Compensation.

County will pay to Provider the following rates:
a. $72.00 per hour for Individual Therapy
b. $80.00 per hour for Psychiatric Evaluation and Medication Management
c. $25.00 per hour for Substance Abuse Intensive Outpatient Treatment, with random drug testing
d. $25.00 per hour for Substance Abuse Comprehensive Treatment, with random drug testing
e. $19.00 per hour for MRT Group Therapy
f. $20.00 per hour for Outpatient Group Therapy

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NORTH CAROLINA

BRUNSWICK COUNTY

SERVICES AGREEMENT
[Federal Funding]

THIS SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and Wilmington Mental Health PLLC, (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as "Services") and the agreed upon fees for said Services are set forth on Exhibit "A" attached hereto.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 09/30/2021 (the "Effective Date") and continues in effect until 09/29/2022, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to the Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to the County showing in detail the Services performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

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

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appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

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

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

6. PROVIDER REPRESENTATIONS

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

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

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

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

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

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

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

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

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

7. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance may be used to fund all or a portion of the Agreement. Provider will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

9. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference

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in response to requests for proposals and may identify County as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

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

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

12. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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

13. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this Agreement, Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

ii. Meeting Agreement performance requirements; or

iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause –

(2) *Prohibitions.*

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, Provider and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

i. This clause does not prohibit contractors from providing –

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*

2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement.*

i. In the event Provider identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Provider is notified of such by a subcontractor at any tier or by any other source, Provider shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. Provider shall report the following information pursuant to paragraph (d)(1) of this clause:

a. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within ten (10) business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, Provider shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(5) *Subcontracts.* Provider shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

15. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Provider should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

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

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

(3) Provider agrees to provide any authorized representatives of the federal government access to construction or other work sites pertaining to the work being completed under the Agreement.

(4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, County and Provider acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

17. SUSPENSION AND DEBARMENT

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

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excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

18. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

20. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Provider, or any other party pertaining to any matter resulting from the Agreement**.**

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21. MINORITY BUSINESS ENTERPRISES

If subcontracts are to be let, Provider is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

22. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

23. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement**.**

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

24. REMEDIES

(1) **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

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ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

(2) **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

(3) **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

(4) **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

(5) **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

25. TAXES

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

26. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

27. EQUAL EMPLOYMENT OPPORTUNITY

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

(1) Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and

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that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

(7) In the event of Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Provider may be declared ineligible for further Government contracts or federally assisted construction contracts

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in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Provider may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory

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assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

28. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

(1) *Provider*. If applicable, Provider shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, as may be applicable, which are incorporated by reference into this Agreement.

(2) *Subcontracts*. If applicable, Provider or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

29. COMPLIANCE WITH THE DAVIS-BACON ACT (AS AMENDED)

(1) If applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5, as may be applicable. Provider shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable.

(2) Providers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, Providers are required to pay wages not less than once a week.

30. CLEAN AIR ACT

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

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31. FEDERAL WATER POLLUTION CONTROL ACT

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

32. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act:

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section Provider and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Provider and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Provider or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of

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such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act, as applicable:

(1) Provider or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by Provider or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and Provider or subcontractor will permit such representatives to interview employees during working hours on the job.

33. COMPLIANCE WITH E-VERIFY PROGRAM

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

34. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and

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proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

(1) in the public domain through no fault of the Recipient;

(2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

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

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

(5) disclosed with the prior written consent of the Discloser; or

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

35. OWNERSHIP OF WORK PRODUCT

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

36. NO ASSIGNMENT WITHOUT CONSENT

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

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37. GOVERNING LAW AND VENUE

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

38. DISPUTE RESOLUTION

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

39. GOVERNMENTAL IMMUNITY

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

40. NON-WAIVER

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

41. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

42. HEADINGS

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

43. SEVERABILITY

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

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Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

44. AMENDMENTS

Amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall not be valid unless in writing and signed by authorized agents of both Provider and County.

45. NOTICES

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

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

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

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

ii. For the Provider: Wilmington Mental Health PLLC
3825 Market Street, Suite 6
Wilmington, NC 28403

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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46. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

_____
Clerk to the Board

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

WILMINGTON MENTAL HEALTH PLLC

By: _____

Printed Name: Joseph Rengifo

Title: Owner

Date: 10/5/2021

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

Julie A. Miller
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

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

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EXHIBIT "A"
SCOPE OF SERVICES/COMPENSATION

Scope of Services to be Rendered.

Provider hereby agrees to perform in a manner satisfactory to the County the following services:

a. Individual Therapy
b. Psychiatric Evaluation and Medication Management
c. Substance Abuse Intensive Outpatient Treatment: three (3) hours per day x three (3) days per week x twelve (12) weeks, with random drug testing.
d. Substance Abuse Comprehensive Treatment: up to four (4) hours per day x five (5) days per week x twelve (12) weeks, with random drug testing.
e. Moral Reconation Therapy ("MRT") Group Therapy: up to two (2) hours per day x two (2) days per week x twenty-six (26) weeks.
f. Outpatient Group Therapy: one and one-half (1.5) hours per day x one (1) day per week.

Compensation.

County will pay to Provider the following rates:

a. $72.00 per hour for Individual Therapy
b. $80.00 per hour for Psychiatric Evaluation and Medication Management
c. $25.00 per hour for Substance Abuse Intensive Outpatient Treatment, with random drug testing
d. $25.00 per hour for Substance Abuse Comprehensive Treatment, with random drug testing
e. $19.00 per hour for MRT Group Therapy
f. $20.00 per hour for Outpatient Group Therapy

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NORTH CAROLINA

BRUNSWICK COUNTY

SERVICES AGREEMENT
[Federal Funding]

THIS SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and A Plus Royal Cab Company, LLC, (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as "Services") and the agreed upon fees for said Services are set forth on Exhibit "A" attached hereto.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 09/30/2021 (the "Effective Date") and continues in effect until 09/29/2022, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to the Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to the County showing in detail the Services performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

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

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appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

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

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

6. PROVIDER REPRESENTATIONS

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

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

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

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

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

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

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

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

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

7. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance may be used to fund all or a portion of the Agreement. Provider will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

9. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference

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in response to requests for proposals and may identify County as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

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

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

12. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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

13. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this Agreement, Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

ii. Meeting Agreement performance requirements; or

iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause –

(2) *Prohibitions.*

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, Provider and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

i. This clause does not prohibit contractors from providing –

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*

2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement.*

i. In the event Provider identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Provider is notified of such by a subcontractor at any tier or by any other source, Provider shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. Provider shall report the following information pursuant to paragraph (d)(1) of this clause:

a. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within ten (10) business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, Provider shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(5) *Subcontracts.* Provider shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

15. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Provider should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

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

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

(3) Provider agrees to provide any authorized representatives of the federal government access to construction or other work sites pertaining to the work being completed under the Agreement.

(4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, County and Provider acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

17. SUSPENSION AND DEBARMENT

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

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excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

18. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

20. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Provider, or any other party pertaining to any matter resulting from the Agreement**.**

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21. MINORITY BUSINESS ENTERPRISES

If subcontracts are to be let, Provider is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

22. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

23. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement**.**

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

24. REMEDIES

(1) **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

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ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

(2) **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

(3) **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

(4) **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

(5) **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

25. TAXES

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

26. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

27. EQUAL EMPLOYMENT OPPORTUNITY

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

(1) Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and

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that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

(7) In the event of Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Provider may be declared ineligible for further Government contracts or federally assisted construction contracts

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in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Provider may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory

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assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

28. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

(1) *Provider*. If applicable, Provider shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, as may be applicable, which are incorporated by reference into this Agreement.

(2) *Subcontracts*. If applicable, Provider or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

29. COMPLIANCE WITH THE DAVIS-BACON ACT (AS AMENDED)

(1) If applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5, as may be applicable. Provider shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable.

(2) Providers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, Providers are required to pay wages not less than once a week.

30. CLEAN AIR ACT

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

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31. FEDERAL WATER POLLUTION CONTROL ACT

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

32. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act:

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section Provider and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Provider and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Provider or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of

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such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act, as applicable:

(1) Provider or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by Provider or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and Provider or subcontractor will permit such representatives to interview employees during working hours on the job.

33. COMPLIANCE WITH E-VERIFY PROGRAM

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

34. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and

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proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

(1) in the public domain through no fault of the Recipient;

(2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

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

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

(5) disclosed with the prior written consent of the Discloser; or

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

35. OWNERSHIP OF WORK PRODUCT

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

36. NO ASSIGNMENT WITHOUT CONSENT

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

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37. GOVERNING LAW AND VENUE

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

38. DISPUTE RESOLUTION

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

39. GOVERNMENTAL IMMUNITY

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

40. NON-WAIVER

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

41. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

42. HEADINGS

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

43. SEVERABILITY

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

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Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

44. AMENDMENTS

Amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall not be valid unless in writing and signed by authorized agents of both Provider and County.

45. NOTICES

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

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

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

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

ii. For the Provider: A Plus Royal Cab Company, LLC
104 A Price St
Oak Island, NC 28465

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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46. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

_____
Clerk to the Board

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

A PLUS ROYAL CAB COMPANY, LLC

By: Philip Taylor

Printed Name: Philip Taylor

Title: Owner

Date: 10/8/2021

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

Julie A. Miller
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

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

DocuSign Envelope ID: CD443006-B59A-4C0D-A133-C44E6BFAFF45

EXHIBIT "A"
SCOPE OF SERVICES/COMPENSATION

Scope of Services to be Rendered.

Provider hereby agrees to provide taxicab transportation on an as-needed basis in a manner satisfactory to County.

Compensation.

County will pay Provider $2.50/mile. Additionally, County will pay Provider a $10.00 fee for any no-show. In no event shall the total paid by County to Provider hereunder exceed Twelve Thousand and No/100 Dollars ($12,000.00), inclusive of mileage and any no-show fees.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 18, 2021

Action Item # V. - 12.
Tax Admin - October 2021 Releases

From:
Jeffery P Niebauer

Issue/Action Requested:
Request the Board of Commissioners approve the October 2021 releases.

Background/Purpose of Request:
Approval of the tax releases for October 2021. A summary of the releases is listed below.

County real property release value $1,672,540 (45 releases)
Smithville real property release value $555,960 (5 releases)
Boiling Spring Lakes real property release value $45,000 (1 release)
Leland real property release value $180,000 (4 releases)
Northwest real property release value $118,050 (11 releases)
Shallotte real property release value $45,000 (1 release)
Southport real property release value $465,960 (3 releases)

County personal property release value $125,190 (19 releases)
Smithville personal property release value $26,780 (3 releases)

County VTS September 2021 release value $118,702 (12 releases)
Smithville VTS September 2021 release value $24,132 (3 releases)
Leland VTS September 2021 release value $66,760 (4 releases)
Oak Island VTS September 2021 release value $17,472 (2 releases)
Sunset Beach VTS September 2021 release value $11,055 (1 release)

For information purposes only

Calabash fire district $400 (2 releases)
Civietown fire district $371.25 (1 release)
Leland fire district $165 (2 releases)
Northwest fire district $716.34 (23 releases)
Oak Island fire district $30 (2 releases)

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the October 2021 releases.

ATTACHMENTS:

Description

- Tax Releases for September 2021
- Motor Vehicle Releases (VTS) October 2021 Processed September 2021 (NCDMV Tax & Tag)
- Fire Fee Releases

Tax Releases for October 2021
Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048198	9/21/2021	BEST CRYSTAL J AND ALLEN GEORGE R III	11217 (2021)	80056642	Northwest	00800061		$88.42-C $43.75-NW	$18,230.00	Did not own January 1
048200	9/21/2021	BEST CRYSTAL J AND ALLEN GEORGE R III	11184 (2020)	80056642	Northwest	00800061		$88.42-C $43.75-NW	$18,230.00	Did not own January 1
048202	9/21/2021	BEST CRYSTAL J AND ALLEN GEORGE R III	11089 (2019)	80056642	Northwest	00800061		$88.42-C $43.75-NW	$18,230.00	Did not own January 1
048204	9/21/2021	BEST CRYSTAL J AND ALLEN GEORGE R III	11128 (2018)	80056642	Northwest	00800061		$78.57-C $38.88-NW	$16,200.00	Did not own January 1
048206	9/21/2021	BEST CRYSTAL J AND ALLEN GEORGE R III	11254 (2017)	80056642	Northwest	00800061		$78.57-C $38.88-NW	$16,200.00	Did not own January 1
048208	9/21/2021	MUNN CLARKIE L	102397 (2021)	80032536	Northwest	0080006104		$22.70-C $11.23-NW	$4,680.00	Did not own January 1
048210	9/21/2021	MUNN CLARKIE L	102003 (2020)	80032536	Northwest	0080006104		$22.70-C $11.23-NW	$4,680.00	Did not own January 1
048212	9/21/2021	MUNN CLARKIE L	100626 (2019)	80032536	Northwest	0080006104		$22.70-C $11.23-NW	$4,680.00	Did not own January 1
048214	9/21/2021	MUNN CLARKIE L	99485 (2018)	80032536	Northwest	0080006104		$30.26-C $14.98-NW	$6,240.00	Did not own January 1
048216	9/21/2021	MUNN CLARKIE L	100792 (2017)	80032536	Northwest	0080006104		$30.26-C $14.98-NW	$6,240.00	Did not own January 1
048218	9/21/2021	BALLARD JOHN FRANKLIN ET BALLARD BETTY M	6764 (2021)	11006091	Northwest	0050001301		$21.53-C $10.66-NW	$4,440.00	Improvement removed from property
048220	9/28/2021	SMITH JOEL F	132418 (2021)	80041400	Brunswick County	2402C124		$17.70-C	$3,650.00	Size/Unit adjustment
048241	10/4/2021	ROBINSON SUSAN DELILAH	121342 (2021)	80092169	Brunswick County	16800091		$406.58-C	$83,830.00	Elderly Exemption

Tax Releases for October 2021
Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048244	10/4/2021	GANN DELMER LEE ETUX GANN BARBARA	52339 (2021)	80099747	Southport	238hh006		$218.25-C $18.00-SM $133.02-SP	$45,000.00	Military Exemption
048245	10/4/2021	NEW FOUND GRACE BAPTIST CHURCH	104008 (2021)	80087650	Brunswick County	215fb123		$439.90-C	$90,700.00	Exempt
048247	10/4/2021	BRUNSWICK PARTNERSHIP FOR HOUSING INC	18941 (2021)	80101616	Southport	237db002		$363.75-C $30.00-SM $221.70-SP	$75,000.00	Exempt
048248	10/4/2021	BRUNSWICK PARTNERSHIP FOR HOUSING INC	18940 (2021)	80101605	Southport	237db003		$1677.91-C $138.38-SM $1022.66-SP	$345,960.00	Exempt
048249	10/4/2021	LEMIEUX JANET ETVIR LEMIEUX RAYMOND	84006 (2021)	80103456	Brunswick County	220lb049		$218.25-C $18.00-SM	$45,000.00	Military Exemption
048250	10/4/2021	PITTMAN CECIL ETUX PITTMAN KATHRYN	112500 (2021)	80063449	Oak Island	234ek006		$218.25-C $18.00-SM	$45,000.00	Military Exemption
048251	10/4/2021	DYSON DARRYL W SR ETUX DYSON LASHONNA B	42910 (2021)	80021080	Leland	037ea015		$218.25-C $112.50-LEL	$45,000.00	Military Exemption
048252	10/4/2021	DUNLAP CHARLES KING JR ET DUNLAP ELAINE	42434 (2021)	51840503	Brunswick County	231ph032		$218.25-C	$45,000.00	Military Exemption
048253	10/4/2021	MANNING RUSHNER M	90503 (2021)	53605930	Shallotte	182bb039		$218.25-C $158.63-SHA	$45,000.00	Military Exemption
048254	10/4/2021	SMITH REBECCA A	132880 (2021)	80083351	Boiling Springs Lakes	157be017	TOWN CREEK	$218.25-C $126.90-BSL	$45,000.00	Military Exemption
048255	10/4/2021	SWEET RICHARD E JR ETUX SWEET JEAN M	141194 (2021)	24024640	Brunswick County	022ob014		$218.25-C	$45,000.00	Military Exemption
048256	10/4/2021	JONES LEE W ETUX JONES CAROLYN R	75517 (2021)	63264391	Brunswick County	228aa031		$218.25-C	$45,000.00	Military Exemption

Tax Releases for October 2021
Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048257	10/4/2021	ALBRIGHT ANTHONY S JR	1524 (2021)	80097317	Leland	047ia048		$218.25-C $112.50-LEL	$45,000.00	Military Exemption
048258	10/4/2021	WHISENHUNT ZACHARY STEPHEN AND WHISENHUNT KYRIA HENRY	154099 (2021)	80094087	Brunswick County	048ge011		$218.25-C	$45,000.00	Military Exemption
048259	10/4/2021	GRIFFIN BERNARD SR	57591 (2021)	80074876	Brunswick County	201kd014		$218.25-C	$45,000.00	Military Exemption
048260	10/4/2021	ROE MICHELE	121707 (2021)	80091179	Brunswick County	022ia014		$218.25-C	$45,000.00	Military Exemption
048261	10/4/2021	SUTTON JACQUELYN W	140874 (2021)	80101982	Leland	022kr025		$218.25-C $112.50-LEL	$45,000.00	Military Exemption
048262	10/4/2021	SHIPMAN ROBERT ERIC JR	129293 (2021)	80096635	Brunswick County	231ka066		$218.25-C	$45,000.00	Military Exemption
048263	10/4/2021	WILLIAMS TAMEIL D	156564 (2021)	80099048	Leland	059ig042		$218.25-C $112.50-LEL	$45,000.00	Military Exemption
048264	10/6/2021	BARKER BUELL H ETALS BARKER KATHLEEN K	7432 (2021)	10418600	Brunswick County	00500029		$13.10-C	$2,700.00	No mobile home site
048266	10/6/2021	DOTSON SCOTTIE W	40759 (2021)	80104801	Brunswick County	240AF004		$50.20-C	$10,350.00	Size/Unit adjustment
048270	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	127582 (2021)	10230640	Brunswick County	0052A001		$71.88-C	$14,820.00	Exempt
048272	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	127235 (2020)	10230640	Brunswick County	0052A001		$71.88-C	$14,820.00	Exempt
048274	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	125213 (2019)	10230640	Brunswick County	0052A001		$71.88-C	$14,820.00	Exempt
048276	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	123728 (2018)	10230640	Brunswick County	0052A001		$71.88-C	$14,820.00	Exempt

Tax Releases for October 2021
Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048278	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	125487 (2017)	10230640	Brunswick County	0052A001		$71.88-C	$14,820.00	Exempt
048280	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	122661 (2016)	10230640	Brunswick County	0052A001		$71.88-C	$14,820.00	Exempt

Tax Releases for October 2021
PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048222	10/4/2021	BENEDICT THOMAS A ET	010268 (2021)	51010820		184OB083	LOCKWOOD FOLLY	$31.73-C $3.17-LL	$6,542.00	Adjusted Per Purchase Price
048223	10/4/2021	TWISTER CHARTERSINC	142868 (2016)	80016588		231HD004	LOCKWOOD FOLLY	$76.68-C $7.67-LL	$15,810.00	Duplicate Listing
048224	10/4/2021	WAGNER WILLIAM P ETUX	150306 (2021)	55035520		214NB016	LOCKWOOD FOLLY	$4.03-C	$831.00	DUPLICATE LISTING
048225	10/4/2021	SMITH RICKEY HARRIS	301931 (2016)	80018393	OAK ISLAND	234GC001	SMITHVILLE	$50.20-C $5.02-LL $4.14-SM $0.41-LSM	$10,350.00	DID NOT OWN JANUARY 1
048226	10/4/2021	SMITH RICKEY HARRIS	304731 (2015)	80018393	OAK ISLAND	234GC001	SMITHVILLE	$28.93-C $2.89-LL $2.39-SM $0.24-LSM	$5,965.00	DID NOT OWN JANUARY 1
048227	10/4/2021	JACKSON DOUGLAS MARK	072132 (2021)	80092903		244EB00608	LOCKWOOD FOLLY	$13.74-C	$2,834.00	Did Not Own January 1
048228	10/4/2021	FRINK ANNIE	050511 (2021)	62148555		1970007001	SHALLOTTE	$4.85-C $0.49-LL	$1,000.00	Duplicate Listing
048229	10/4/2021	FRINK ANNIE	050111 (2020)	62148555		1970007001	SHALLOTTE	$4.85-C	$1,000.00	Duplicate Listing
048230	10/4/2021	FRINK ANNIE	049665 (2019)	62148555		1970007001	SHALLOTTE	$4.85-C $0.49-LL	$1,000.00	Duplicate Listing
048231	10/4/2021	FRINK ANNIE	048928 (2018)	62148555		1970007001	SHALLOTTE	$4.85-C $0.49-LL	$1,000.00	Duplicate Listing
048232	10/4/2021	FRINK ANNIE	049735 (2017)	62148555		1970007001	SHALLOTTE	$4.85-C	$1,000.00	Duplicate Listing
048233	10/4/2021	FRINK ANNIE	048627 (2016)	62148555		1970007001	SHALLOTTE	$4.85-C	$1,000.00	Duplicate Listing
048234	10/4/2021	WHELAND SUSAN & KENNETH	152231 (2017)	12621705		0052A107	NORTHWEST	$48.81-C	$10,063.00	Did Not Own January 1

Tax Releases for October 2021
PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048235	10/4/2021	WHELAND SUSAN & KENNETH	301002 (2016)	12621705		0052A107	NORTHWEST	$51.38-C $5.14-LL	$10,593.00	Did Not Own January 1
048236	10/4/2021	WHELAND SUSAN & KENNETH	305238 (2015)	12621705		0052A107	NORTHWEST	$54.08-C $5.41-LL	$11,150.00	Did Not Own January 1
048237	10/4/2021	WHELAND SUSAN & KENNETH	304769 (2014)	12621705		0052A107	NORTHWEST	$52.46-C $5.25-LL	$11,856.00	Did Not Own January 1
048238	10/4/2021	WHELAND SUSAN & KENNETH	145961 (2013)	12621705		0052A107	NORTHWEST	$55.22-C	$12,480.00	Did Not Own January 1

Tax Releases for October 2021
BUSINESS PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048239	10/4/2021	GRAY ROBINSON FAMILY HOLDINGS LLC	056756 (2021)	80041542	OCEAN ISLE BEACH	244PO013	SHALLOTTE	$49.72-C $4.97-LL	$10,251.00	NON INCOME PRODUCING
048240	10/4/2021	GUCWA MICHAEL & MARLENE GUCWA TRSTE	058318 (2021)	35293900	OAK ISLAND	250CE013	SMITHVILLE	$50.76-C $4.19-SM	$10,465.00	Non Income Producing

Tax Releases for October 2021
REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048282	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	121080 (2015)	10230640		0052A001	NORTHWEST	$71.88-C	$14,820.00	Exempt
048284	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	119788 (2014)	10230640		0052A001	NORTHWEST	$131.16-C	$29,640.00	Exempt
048286	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	120101 (2013)	10230640		0052A001	NORTHWEST	$131.16-C	$29,640.00	Exempt
048288	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	112420 (2012)	10230640		0052A001	NORTHWEST	$131.16-C	$29,640.00	Exempt
048290	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	112512 (2011)	10230640		0052A001	NORTHWEST	$131.16-C	$29,640.00	Exempt

Release Category Codes

Release Code	Release Type
BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
CLF	C LIEN FEE
CALLL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
PL02	OFF PREMISES MALT
BHILL	BALH HEAD ISLAND LATE LIST
BELLL	BELVILLE LATE LIST
BSLLL	BOILING SPRING LAKES LATE LIST
BOLLL	BOLIVIA LATE LIST
CAL	CALABASH
CS	CAROLINA SHORES
CAS	CASWELL BEACH
C	COUNTY
HB	HOLDEN BEACH
INT	INTEREST
LSM	LATE LIST SMITHVILLE
LELLL	LELAND LATE LIST
LBLL	LONG BEACH LATE LIST
NAVLL	NAVASSA LATE LIST
NWLL	NORTHWEST LATE LIST
OILL	OAK ISLAND LATE LIST
OIBLL	OCEAN ISLE BEACH LATE LIST
PL04	OFF PREMISES WINE

Release Category Codes

Release Code	Release Type	Release Code	Release Type
PL01	ON PREMISES MALT	PL03	ON PREMISES WINE
SAD24	SAD 24	SAD25	SAD 25
SAD27	SAD 27	SAD28	SAD 28
SC	SANDY CREEK	SCLL	SANDY CREEK LATE LIST
SBSD	SE BRUNSWICK SAN DIST	SHA	SHALLOTTE
SHALL	SHALLOTTE LATE LIST	SM	SMITHVILLE HOSPITAL
SP	SOUTHPORT	SPLL	SOUTHPORT LATE LIST
SAD	SPECIAL ASSESSMENT DISTRICT	SJ	ST JAMES
SJLL	ST JAMES LATE LIST	SB	SUNSET BEACH
SBLL	SUNSET BEACH LATE LIST	T	TOTAL TAX
VAR	VARNAMTOWN	VARLL	VARNAMTOWN LATE LIST
YP	YAUPON BEACH	YPLLL	YAUPON BEACH LAST LIST

NCVTS RELEASES PROCESSED SEPTEMBER 2021

Adjustment #	Abstract #	Name-Last, First, Middle	Tag #	Year	Make	B-VAL	New Value	Diff.	City	Twp.	Overide %	Overide Value	Overide Status	Acquisition Cost	Acquisition Year	Dep Sch	Exempt Type	Notes	Date	Code	Code Description
1075450	60647865	HART, ELIZABETH MELISSA	HDF3396	2015	JEEP	18,870	14,719	4,151										NC INSPECTION 131,246 MILES	09/10/21	12	High Mileage/Condition
1075456	60011459	GABEL, GARY CHARLES	CM36691	2012	COTC	4,750	512	4,238	31					800	2012	B20		TRACTOR SUPPLY RECEIPT 2012=$800	09/10/21	1	Adjusted per Purchase Price
1075464	60011158	GABEL, GARY CHARLES	CM36692	2019	HOME	10,860	2,915	7,945	31					3,168	2019	B20		OVERVALUED TRAILER/ BOS 2019=$3168	09/10/21	1	Adjusted per Purchase Price
1075908	62780635	KERHULAS, MARK WARNER	THY7829	1967	CHEV	12,610	500	12,110	14	3	100	500	PERM					APPLICATION ATTACHED	09/10/21	19	Antique Value Approved
1076561	57779546	GUZMAN, WILFREDO SEPULVEDA	HLS8023	2020	GMC	52,747	-	52,747	31				TEMP				MILITARY	HOR- IA	09/10/21	4	Military Exempt
1076677	57646241	SPRANKLE, MELISSA ANN	RBK3319	2006	DODG	1,830	-	1,830	31				PERM				12 MONTH PRO	DMV TITLE WORK ERROR	09/10/21	17	Proration
1076756	62806323	MYERS, EUGENE JOHN	CN48472	2019	HOME	9,450	1,534	7,916				1,534						OVERVALUED 19' TRAILER/ $100/FT+$100/AXLE-DEP	09/10/21	15	TEC Value Issue
1076855	57688565	COLEMAN, DEATRIC LONG	HLT8453	2012	CHEV	13,320	6,660	6,660		3								SERVICE RECEIPT 280,145 MILES	09/10/21	12	High Mileage/Condition
1078643	53839937	CLIFTON, MANDY DAWN	FHR6790	2017	TOYT	22,340	16,978	5,362	14	3								STATE INSPECTION 122,477 MILES	09/15/21	12	High Mileage/Condition
1079460	62603439	DONAHOE, MAUREEN ALICE	THZ1290	2022	BMW	69,100	58,045	11,055	11					58,045	2021			BOS 2021=$58,045	9/242021	1	Adjusted per Purchase Price
1080760	53198739	POTEATE, AVERY LEE	CL42186	2009	CAON	3,430	625	2,805				625						OVERVALUED 5X10 TRAILER	09/24/21	15	TEC Value Issue
1080874	61197808	WALKER, VERONICA LYNN	TAW9115	2013	TOYT	13,450	11,567	1,883										155,328 MILES VISUALLY INSPECTED BY A. SPENCER	09/24/21	12	High Mileage/Condition

OCTOBER 2021
Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048199	9/21/2021	BEST CRYSTAL J AND ALLEN GEORGE R III	11217 (2021)	80056642	Northwest	00800061		$17.51-NWF	$18,230.00	Did not own January 1
048201	9/21/2021	BEST CRYSTAL J AND ALLEN GEORGE R III	11184 (2020)	80056642	Northwest	00800061		$17.51-NWF	$18,230.00	Did not own January 1
048203	9/21/2021	BEST CRYSTAL J AND ALLEN GEORGE R III	11089 (2019)	80056642	Northwest	00800061		$15.63-NWF	$18,230.00	Did not own January 1
048205	9/21/2021	BEST CRYSTAL J AND ALLEN GEORGE R III	11128 (2018)	80056642	Northwest	00800061		$15.63-NWF	$16,200.00	Did not own January 1
048207	9/21/2021	BEST CRYSTAL J AND ALLEN GEORGE R III	11254 (2017)	80056642	Northwest	00800061		$12.50-NWF	$16,200.00	Did not own January 1
048209	9/21/2021	MUNN CLARKIE L	102397 (2021)	80032536	Northwest	0080006104		$17.51-NWF	$4,680.00	Did not own January 1
048211	9/21/2021	MUNN CLARKIE L	102003 (2020)	80032536	Northwest	0080006104		$17.51-NWF	$4,680.00	Did not own January 1
048213	9/21/2021	MUNN CLARKIE L	100626 (2019)	80032536	Northwest	0080006104		$15.63-NWF	$4,680.00	Did not own January 1
048215	9/21/2021	MUNN CLARKIE L	99485 (2018)	80032536	Northwest	0080006104		$15.63-NWF	$6,240.00	Did not own January 1
048217	9/21/2021	MUNN CLARKIE L	100792 (2017)	80032536	Northwest	0080006104		$12.50-NWF	$6,240.00	Did not own January 1
048219	9/21/2021	BALLARD JOHN FRANKLIN ET BALLARD BETTY M	6764 (2021)	11006091	Northwest	0050001301		$332.49-NWF	$4,440.00	Improvement removed from property
048221	9/28/2021	SMITH JOEL F	132418 (2021)	80041400	Brunswick County	2402C124		$200.00-CALF	$3,650.00	Size/Unit adjustment
048242	10/4/2021	HORNSTEIN RICHARD	68850 (2021)	36098070	Oak Island	250CG066		$15.00-OIF	$0.00	Non buildable lot
048243	10/4/2021	BARBEE CHRISTOPHER T	7080 (2021)	31676760	Oak Island	250cg067		$15.00-OIF	$0.00	Non buildable lot

OCTOBER 2021
Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048246	10/4/2021	NEW FOUND GRACE BAPTIST CHURCH	104008 (2021)	80087650	Brunswick County	215fb123		$371.25-CIVF	$90,700.00	Exempt
048265	10/6/2021	BARKER BUELL H ETALS BARKER KATHLEEN K	7432 (2021)	10418600	Brunswick County	00500029		$87.51-NWF	$2,700.00	No mobile home site
048267	10/6/2021	DOTSON SCOTTIE W	40759 (2021)	80104801	Brunswick County	240AF004		$200.00-CALF	$10,350.00	Size/Unit adjustment
048268	10/6/2021	GARVEY WILLIE	52857 (2021)	11057820	Brunswick County	02800026		$82.50-LELF	$0.00	Improvement removed from property
048269	10/6/2021	GARVEY WILLIE	52575 (2020)	11057820	Brunswick County	02800026		$82.50-LELF	$0.00	Improvement removed from property
048271	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	127582 (2021)	10230640	Brunswick County	0052A001		$17.51-NWF	$14,820.00	Exempt
048273	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	127235 (2020)	10230640	Brunswick County	0052A001		$17.51-NWF	$14,820.00	Exempt
048275	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	125213 (2019)	10230640	Brunswick County	0052A001		$15.63-NWF	$14,820.00	Exempt
048277	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	123728 (2018)	10230640	Brunswick County	0052A001		$15.63-NWF	$14,820.00	Exempt
048279	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	125487 (2017)	10230640	Brunswick County	0052A001		$12.50-NWF	$14,820.00	Exempt
048281	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	122661 (2016)	10230640	Brunswick County	0052A001		$10.00-NWF	$14,820.00	Exempt
048283	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	121080 (2015)	10230640		0052A001	NORTHWEST	$10.00-NWF	$0.00	Exempt

OCTOBER 2021
Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048285	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	119788 (2014)	10230640		0052A001	NORTHWEST	$10.00-NWF	$0.00	Exempt
048287	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	120101 (2013)	10230640		0052A001	NORTHWEST	$10.00-NWF	$0.00	Exempt
048289	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	112420 (2012)	10230640		0052A001	NORTHWEST	$10.00-NWF	$0.00	Exempt
048291	10/6/2021	SECRETARY OF HOUSING & URBAN DEVELO	112512 (2011)	10230640		0052A001	NORTHWEST	$10.00-NWF	$0.00	Exempt

Release Category Codes

Release Code	Release Type	Release Code	Release Type
BHI	BALD HEAD ISLAND	BHILL	BALH HEAD ISLAND LATE LIST
BEL	BELVILLE	BELLL	BELVILLE LATE LIST
BSL	BOILING SPRING LAKES	BSLLL	BOILING SPRING LAKES LATE LIST
BOL	BOLIVIA	BOLLL	BOLIVIA LATE LIST
CLF	C LIEN FEE	CAL	CALABASH
CALLL	CALABASH LATE LIST	CS	CAROLINA SHORES
CSLL	CAROLINA SHORES LATE LIST	CAS	CASWELL BEACH
CASLL	CASWELL BEACH LATE LIST	C	COUNTY
FF	FIRE FEE	HB	HOLDEN BEACH
HBLL	HOLDEN BEACH LATE LIST	INT	INTEREST
LL	LATE LIST PENALTY	LSM	LATE LIST SMITHVILLE
LEL	LELAND	LELLL	LELAND LATE LIST
LB	LONG BEACH	LBLL	LONG BEACH LATE LIST
NAV	NAVASSA	NAVLL	NAVASSA LATE LIST
NW	NORTHWEST	NWLL	NORTHWEST LATE LIST
OI	OAK ISLAND	OILL	OAK ISLAND LATE LIST
OIB	OCEAN ISLE BEACH	OIBLL	OCEAN ISLE BEACH LATE LIST
PL02	OFF PREMISES MALT	PL04	OFF PREMISES WINE

Release Category Codes

Release Code	Release Type	Release Code	Release Type
PL01	ON PREMISES MALT	PL03	ON PREMISES WINE
SAD24	SAD 24	SAD25	SAD 25
SAD27	SAD 27	SAD28	SAD 28
SC	SANDY CREEK	SCLL	SANDY CREEK LATE LIST
SBSD	SE BRUNSWICK SAN DIST	SHA	SHALLOTTE
SHALL	SHALLOTTE LATE LIST	SM	SMITHVILLE HOSPITAL
SP	SOUTHPORT	SPLL	SOUTHPORT LATE LIST
SAD	SPECIAL ASSESSMENT DISTRICT	SJ	ST JAMES
SJLL	ST JAMES LATE LIST	SB	SUNSET BEACH
SBLL	SUNSET BEACH LATE LIST	T	TOTAL TAX
VAR	VARNAMTOWN	VARLL	VARNAMTOWN LATE LIST
YP	YAUPON BEACH	YPLLL	YAUPON BEACH LAST LIST

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 18, 2021

Action Item # V. - 13.
Utilities - Northeast Regional Wastewater System Force Main Improvements Change Order No. 1

From:
John Nichols, P.E.

Issue/Action Requested:
Request that the Board of Commissioners approve Final Adjusting Change Order No. 1 with TA Loving Co. for construction of the NE Brunswick Regional Wastewater System Force Main Improvements Contract 1 – West Project. The change order is deductive in the amount of $163,701. This decreases the contract value from $2,385,000.00 to $2,221,299.00.

Background/Purpose of Request:
As the lowest, most responsive bidder, TA Loving Co. was awarded the contract to build a section of sewer force main in association with a 2.5 million gallon per day (MGD) expansion of the Northeast Brunswick Regional Wastewater Treatment Plant (WWTP).

This change order reflects adjustments to the time of completion and the contract amount. There were several unanticipated conditions including final easement acquisition, rain delays, and Covid related complications that lead to an increase in the time of substantial completion by 328 days. Upon issuance of substantial completion, the sewer force main was able to function; however, it was not put into service as the plant expansion was not complete. The delays did not cause adverse effect to the county or the plant expansion. The changes in the contract price are attributable to adjustments in the amount of unit price items and some minor additions to the scope of work. The net result is a deductive change order in the amount of $163,701.00.

More detailed information is included in the attached change order document. The project is complete and will be put into operation at the completion of the wastewater treatment plant expansion.

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

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable.

County Manager's Recommendation:
Recommend the Board of Commissioners approve Final Adjusting Change Order No. 1 with TA Loving Co. for construction of the NE Brunswick Regional Wastewater System Force Main Improvements Contract 1 – West Project. The change order is deductive in the amount of $163,701. This decreases the contract value from $2,385,000.00 to $2,221,299.00.

ATTACHMENTS:

Description

- Utilities - Change Order No. 1 - Attach 1

BRUNSWICK COUNTY
CHANGE ORDER NO. 1

PROJECT:
ORIG. TIME OF COMP.: 210 Days
ORIG. DATE OF COMP.: June 5, 2020

CAUSE CODE:

FOR BC USE ONLY
- ☐ OR Owner Request
- ☐ CR Contractor Request
- ☐ DR Designer Request
- ☐ CC Concealed Condition
- ☐ DE Design Error
- ☐ DO Design Omission
- ☐ SC Schedule Change
- ☐ OT Other

Under the terms of the Contract and without invalidating the original provisions thereof, the following change(s) in work is(are) authorized for the change in Contract amount herein set forth: (Description of change order with detailed breakdown attached)
Final Adjusting Change Order to adjust unit price items and add work change directives.

The Time of Completion including previous orders is 0 calendar days and shall be (increased) (decreased) (unchanged) by 328 calendar days by this change order for a revised Contract date of completion of April 29, 2021. (Detailed analysis supporting the requirements for a change in duration is attached)

CONTRACT COST SUMMARY

					TOTALS
1. Original Contract Amount					$2,385,000.00
2. Amount of Previous Orders	ADD	$0	Deduct	$0	
3. Amount of This Order:	ADD	$0	Deduct	($163,701)	
4. Total additions lines 2 & 3			Minus Total Deducts:	($163,701)	($163,701)

(Line 4 shall show the net amount to be added or [deducted] from the original Contract amount.)

5. Revised Contract Total Amount: $2,221,299.00

I certify that my Bonding Company will be notified forthwith that my Contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety.

TA Loving (Contractor) By: _____ 7/30/21 (Date)

McKim & Creed, Inc. (Designer) By: _____ 7/26/21 (Date)

_____ (Owner) By: _____ _____ (Date)

_____ (County Commissioners) By: _____ Frank Williams, Chairman _____ (Date)

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

_____
Brunswick County Finance Officer

Approved as to Form

_____
Brunswick County Attorney

DISTRIBUTION: 1 original to Owner 1 original to Contractor

DESIGNER'S REQUEST FOR AUTHORIZATION TO CHANGE

DATE: 08/24/21

REQUEST NO.: 1

PROJECT NAME: Northeast Brunswick FM - Contract I - West

OWNER: Brunswick County

CONTRACTOR: TA Loving Co.

DESIGNER: McKim & Creed

CONTRACT FOR: Construction

REASON FOR CHANGE:

Final adjusting change order of field quantities and directives. Time delays due to rain, final easement acquisition and COVID-19 pandemic.

SUMMARY REVIEW OF CONTRACTOR'S ESTIMATE FOR TIME AND COST: (Attach Contractor's detailed cost breakdown of labor and materials)

Deduction for unit price bid items that were not used. Changes in price and time due to Work Change Directives.

DESIGNER SUMMARY:

1. Schedule items affected by this change: Force main construction
2. Can Contractor mitigate the change without requiring a Contract time extension?

No

3. Will the change require a Contract time extension for other Contractors? Which? No
4. Are additional costs indicated by reason of the time extension If so they must be included in 5 & 6 Below.

No

	CONTRACTOR'S ESTIMATE	DESIGNER'S ESTIMATE
5. Estimated cost of change:	0	0
6. Estimated time extension field cost (if any):	0	0

DESIGNER RECOMMENDATION AND CERTIFICATION:

I certify that I have reviewed all aspects of this change order and have determined that it is in the best interest of the Owner to have the work accomplished. I have also determined that the cost and time allotment are fair and equitable, and I recommend acceptance by the Owner.

Approved by: Sean Kenyon Date: 08/24/21

Title: Project Engineer

Designers Request for Authorization to Change - Attachment A

Northeast Brunswick FM-
Contract I – West

Summary of Additional Days Requested

Item	Date	Change in Number of Days
Notice to Proceed	November 8, 2019	
Original Contract End Date	June 5, 2020	
WCD 1 • New Pipe Lead Time		 30
WCD 3 • Rain Days • Final Easement Acquisition • COVID Delays		 75 25 18
Final Adjusting Change Order • COVID Delays • NCDOT/DENR Delays		 90 90
Final Completion Date	**April 29, 2021**	**328**

Summary of Final Unit Pay Items

NE Brunswick Regional Wastewater System Force Main Improvements

Pay Item	Spec Section	Pay Item Description	Unit	Estimated Quantity	Unit Price	Bid Amount	Quantity Used	Used Amount	Add/ (Deduct)
1	All	Lump Sum Bid for all work shown, indicated and specified on the contract drawings, documents and technical specifications.	LS	1	$ 2,205,800.00	$ 2,205,800.00	1	$ 2,205,800.00	$ -
2	GC 38 K	Change Order Allowance • 14" RJ PVC in lieu of 16" • Asphalt Driveway Installation	EA	1	$ 75,000.00 $ 14,201.60 $ 10,187.22	$ 75,000.00	0.33	$ 24,388.82	$ (50,611.18)
3	GC 30	Testing Allowance	EA	1	$ 25,000.00	$ 25,000.00	0	$ -	$ (25,000.00)
4	01301	Removal and Disposal of Contaminated Soil	CY	75	$ 250.00	$ 18,750.00	0	$ -	$ (18,750.00)
5	01301	Backfill of Contaminated Soil Areas	CY	75	$ 20.00	$ 1,500.00	0	$ -	$ (1,500.00)
6	02201	HDPE to PVC Transition (complete)	EA	6	$ 3,450.00	$ 20,700.00	0	$ -	$ (20,700.00)
7	02201	Ductile Iron RJ Fittings	LBS	3,000	$ 5.25	$ 15,750.00	0	$ -	$ (15,750.00)
8	02201	24-Inch DR-9 HDPE	LF	100	$ 175.00	$ 17,500.00	0	$ -	$ (17,500.00)
9	01301	Removal and Replacement of Unsuitable Pipe Subgrade Materials	CY	50	$ 100.00	$ 5,000.00	0	$ -	$ (5,000.00)
Additional Contract Changes (Removed from Lump Sum)									
10	02201	Interconnect Existing 12" and 8" Force Main (Sheet C-1)	LS	1	$ 17,500.00		0.66	$ 11,545.81	$ (5,954.19)
11	02201	24" Steel Casing w/16" FM Carrier Pipe	LF	40	$ 500.00		34.13	$ 17,064.37	$ (2,935.63)
								TOTAL DEDUCT	**$ (163,701.00)**

Work Change Directive
Brunswick County

Date: 04/01/20 **Time:** 7:30 **a.m./(p.m.)** **Project Name:** NE Brunswick FM Contract I - West

Designer: McKim & Creed **Contractor:** TA Loving

Designer Rep: Sean Kenyon, PE **Contractor Rep:** Jason Hill

Directive: Contractor shall install 14" DR-18 PVC pipe in lieu of 16" DR-18 PVC pipe through encasement pipes at bore and jacks shown from approx. STA 24+00 to 26+00 on sheet C-2 and approx. STA 133+15 to 134+35 on sheet C-11. Price shall include all labor and materials (fittings, bell restraints, megalugs, etc.) necessary for a complete and operational installation.

Reason for Change: Bell restraint submitted for PVC pipe is too large to fit inside the 24" steel encasement pipe. Directive is based on RCP1 and Contractor's subsequent response to RCP1.

The preceding directive requires the following actions by the Contractor before 04/30/2020 (Date):

CONTRACTOR:

The total lump sum cost for the change noted above shall not exceed $_____.

OR

The estimated quantities, maximum unit prices, and maximum extended prices for each item are as follows:

Item	Estimated Quantity	Unit Price	Extended Price
16" RJ PVC Carrier Pipe Credit	320'	($40.00)	($12,800.00)
14" RJ PVC with 16x14 Reducers	320'	$84.38	$27,001.60
		Total Adder	**$14,201.60**

The total change to the Time of Completion shall be an (increase)/decrease of *30 days.

DESIGNER:

The work change noted above is in the best interests of the owner. The price and Contract Time adjustment have been evaluated and are reasonable. The changes will be effected by a final adjusting change order at the close of the project **or** by _____(date), whichever is sooner.

OWNER:

The Owner agrees to the change as being in the Owner's best interest.

SIGNATURES:

Contractor — Date: 4/2/20

Designer — Date: 4/2/20

Owner — Date: 4/2/20

Original Designer — Yellow Contractor — Pink Owner

TA LOVING

400 Patetown Rd
Goldsboro, NC 27530

P: 919.734.8400
F: 919.731.7538

NE Brunswick Contract 1 West – Proposed Change Order # 1

*

1. The 30 additional days is an estimated minimum. We have no way of knowing how long the 14" pipe will take to be fabricated—we are totally at the mercy of the fabricator and as to when they put this job into their queue. TAL will be able to fully liquidate the delay and the necessary time extension only after the changed work in question is completed. Thus, the change to the contract time cannot be finalized until the changed work is completed. TAL reserves all rights in this regard.
2. We have not asked for additional or extended general conditions cost, only additional material and associated labor cost for this change. This is so as, currently, making this change will not impact the critical path or at least will not cause a critical path delay that TAL cannot overcome with mitigation efforts. The fact that TAL is not seeking extended general conditions in this instance shall not be construed as a waiver of TAL's right to do so in the future in the event of other changes. Similarly, if the ultimate delay from this issue is significantly more than 30 days then the critical path may be impacted in a manner that cannot be overcome with mitigation efforts. In that event, TAL would be entitled to additional costs for extended general conditions. TAL reserves all rights in this regard.

Jason Hill
Project Manager
Utility Division

McKIM&CREED

REQUEST FOR CHANGE PROPOSAL (RCP)

To: TA Loving Company
400 Patetown Rd
Goldsboro, NC 27530

Attn. Mr. Jason Hill

RCP No.: **RCP 2**
Date: September 3, 2020
Project: NE Brunswick Regional Wastewater System Force Main Improvements – Contract I - West
Owner: Brunswick County

Description of Change: Removal of interconnection shown on inset "A" of sheet C-1 of the Issued for Construction Plans.

- Removal of proposed interconnection shown on inset "A" of Sheet C-1 of the contract documents including associated shutdowns, cut-ins and any associated labor and materials that would have been required for the installation of the interconnection.
- Any materials that were required for the interconnection that have already been delivered will be picked up by the Owner.

Attachments: Sheet C-1

Pricing:

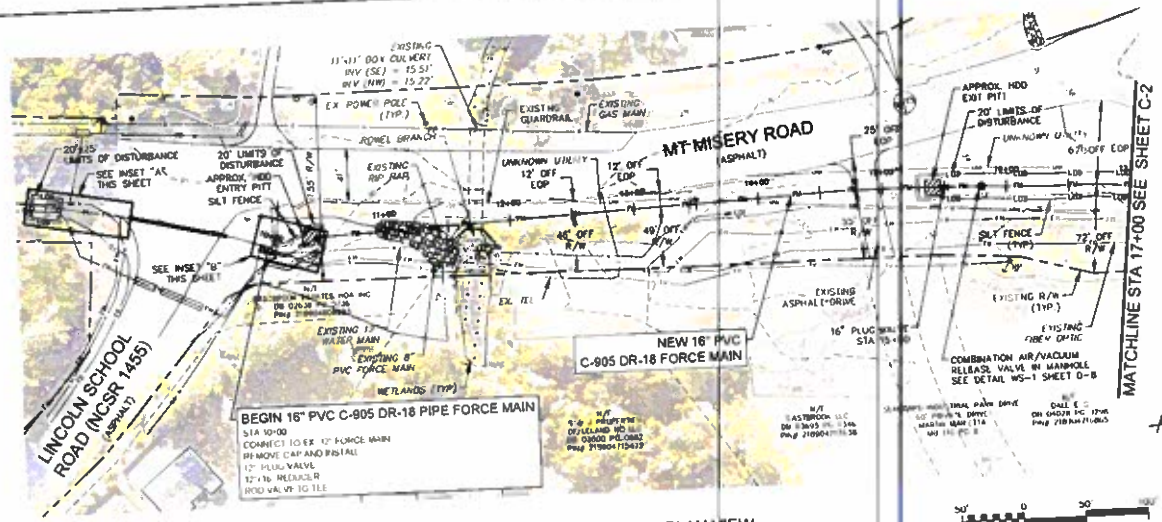
Provide a detailed cost breakdown for the requested change for review. Credit shall be issued for all time, labor, shutdowns, etc. that would have been required for a complete and operational installation. Pricing shall be broken down by individual option and shall include any deducts for materials that were included in the original bid that are no longer required for a complete and operational installation. Materials required for installation that were already ordered and delivered to the site shall be picked up by the Owner and shall not be included in the change in price.

The proposed changes described herein are being considered for the above-noted project. Please advise us promptly of your proposed change in contract price and time to accomplish this work. Note that this is not an order to proceed with the proposed change. Notice-to-proceed will be issued later in the form of a signed Work Change Directive or signed Change Order, if it is decided to proceed with this change.

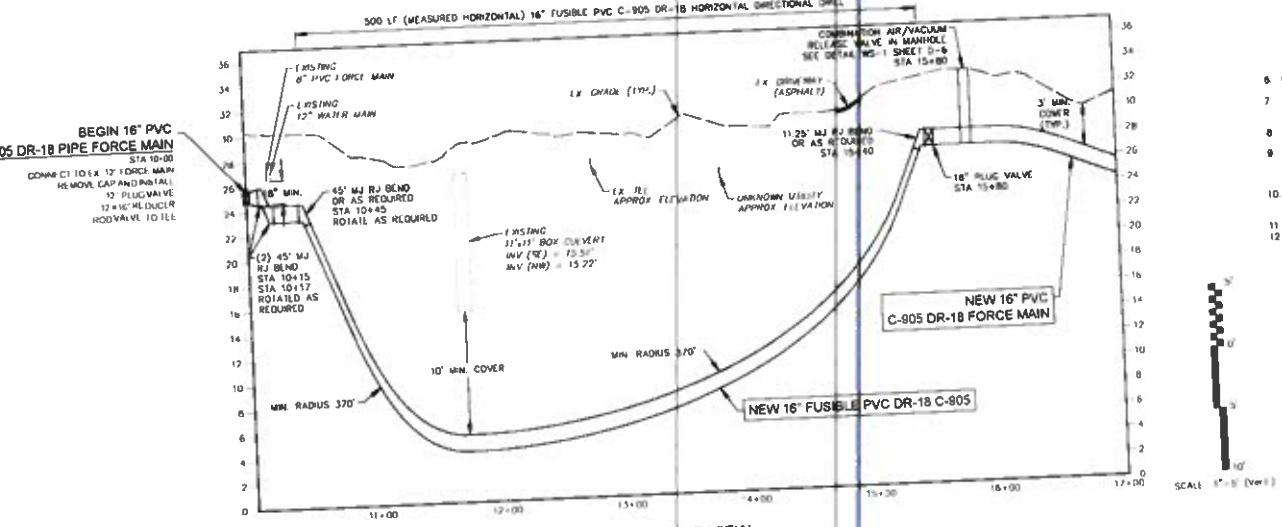
Sean Kenyon
Owner/Representative

Cc: Brent Lockamy, Brunswick County via/email
Sean Kenyon, MCE via/email
Jason Hill, TA Loving Company via/email
File: M&C 00069-0048-63.1

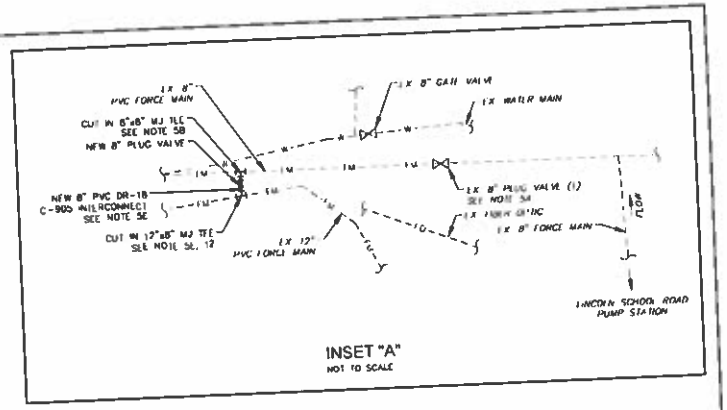
McKim and Creed 243 North Front Street Wilmington, NC 28401 (910) 343-1048 Fax: (910) 251-8282



PLAN VIEW
HORIZ 1"=50'



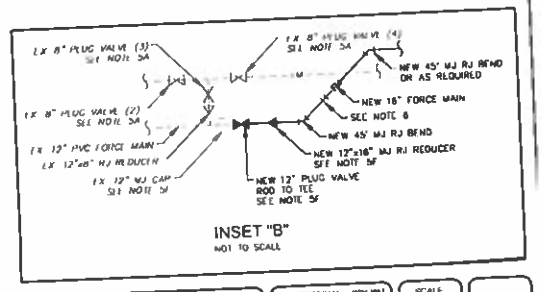
PROFILE VIEW
HORIZ 1"=50'
VERT 1"=5'



INSET "A"
NOT TO SCALE

NOTES:

1. CONTRACTOR SHALL LOCATE AND PROTECT ALL EXISTING UTILITY PIPES AND REPLACE/REPAIR ALL UTILITY PIPES DAMAGED AS A RESULT OF CONSTRUCTION.
2. CONTRACTOR SHALL MAINTAIN ALL WATER AND SEWER LATERALS TO ALL HOMES AND BUSINESSES DURING CONSTRUCTION.
3. CONTRACTOR SHALL LOCATE AND SUPPORT EXISTING UNDERGROUND TELEPHONE, CABLE, FIBER OPTICS AND ELECTRIC DURING CONSTRUCTION. SERVICE SHALL NOT BE INTERRUPTED.
4. ALL FORCE MAIN CUT-INS/SHUTDOWNS SHALL BE COORDINATED SUCH THAT THEY OCCUR AT NIGHT DURING NON PEAK HOURS IN ORDER TO MINIMIZE THE IMPACT OF THE SERVICE INTERRUPTION.
5. PROPOSED CONSTRUCTION SEQUENCE FOR FORCE MAIN INSTALLATION IS AS FOLLOWS.
   A. LOCATE AND OPEN EXISTING FORCE MAIN VALVES (2 & 4) ON 8" FORCE MAIN AT APPROXIMATE STA 10+00. LOCATE AND CLOSE EXISTING FORCE MAIN VALVE (3) ON 8" INTERCONNECT AT APPROXIMATE STA 10+00 AND 8" FORCE MAIN VALVE (1) SHOWN IN INSETS "A & B"
   B. CUT IN 8"x8" MJ TEE AT LOCATION SHOWN ON INSET "A", THIS SHEET
   C. CONTRACTOR SHALL COORDINATE A SHUTDOWN AT COMMERCE PUMP STATION WITH BRUNSWICK COUNTY PUBLIC UTILITIES A MINIMUM OF 48 HOURS PRIOR TO SHUT DOWN.
   D. DURING SHUTDOWN, CUT-IN 12"x8" MJ TEE ON 12" FORCE MAIN AT LOCATION SHOWN ON INSET "A", THIS SHEET
   E. INSTALL NEW 8" C-905 PVC PIPE AND 8" PLUG VALVE TO CONNECT NEW 8"x8" MJ TEE TO 12"x8" MJ TEE
   F. REMOVE CAP ON 12" FORCE MAIN AT APPROXIMATE STA 10+00.
   G. INSTALL VALVE AND 12" MJ REDUCER AS SHOWN ON INSET "B". THIS SHEET. ROD PLUG VALVE TO EXISTING 12" MJ TEE
   H. CLOSE EXISTING FORCE MAIN VALVE (2) ON 8" FORCE MAIN AT APPROXIMATE STA 10+00 AND 8" FORCE MAIN VALVE (1) AT APPROXIMATE STA 8+50. OPEN EXISTING FORCE MAIN VALVE (3) ON 8" INTERCONNECT AT APPROXIMATE STA 10+00 AND 8" FORCE MAIN VALVE (1)
   I. COORDINATE WITH BRUNSWICK COUNTY PUBLIC UTILITIES TO STARTUP COMMERCE PUMP STATION UPON COMPLETION OF STEPS A THROUGH G.
6. CONTRACTOR SHALL INSTALL BENDS ON PROPOSED 16" FORCE MAIN AS NECESSARY TO GO UNDER EXISTING 8" FORCE MAIN AND MAINTAIN MIN. 18" SEPARATION.
7. ALL FITTINGS SHALL BE DUCTILE IRON AND RESTRAINED JOINT TYPE. JOINTS SHALL BE RESTRAINED ON EACH SIDE OF THE FITTING AT THE MINIMUM LENGTHS SHOWN ON MECHANICAL JOINT RESTRAINT DETAIL ON SHEET D-13. CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL FITTINGS PER THRUST BLOCK DETAIL ON SHEET D-13.
8. GEOTECHNICAL DATA PROVIDED FOR INFORMATIONAL PURPOSE ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFYING SITE CONDITIONS PRIOR TO HDD. REFER TO THE PROJECT GEOTECHNICAL INFORMATION REPORT FOR MORE DETAILED SUBSURFACE INFORMATION. GEOTECHNICAL DATA PROVIDED FOR INFORMATIONAL PURPOSES ONLY. EXTENSION OF THIS DATA OUTSIDE OF THE PROJECT BORINGS MAY BE DONE TO CHARACTERIZE THE SOIL CONDITIONS. HOWEVER, THE ENGINEER DOES NOT GUARANTEE THE GEOTECHNICAL DATA IS ONLY DESCRIPTIVE OF THE LOCATIONS ACTUALLY SAMPLED. THE SOIL CONDITIONS BETWEEN ORIGINAL BORINGS MAY BE DONE TO CHARACTERIZE THE SOIL CONDITIONS. HOWEVER, THE ENGINEER DOES NOT GUARANTEE THESE CHARACTERIZATIONS ARE ACCURATE. CONTRACTOR MUST USE HIS OWN EXPERIENCE AND JUDGEMENT IN INTERPRETING THIS DATA.
9. DRILL PIT AND STAGING AREA SHOWN FOR INFORMATIONAL PURPOSES ONLY. THE FINAL PIT SIZING, STAGING AREA, EROSION CONTROL AND DRILLING FLUID CONTAINMENT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND WILL BE AT NO ADDITIONAL COST TO THE OWNER. CONTRACTOR SHALL SUBMIT A PLAN FOR STAGING AND DRILLING FLUID CONTAINMENT FOR REVIEW.
10. CONTRACTOR SHALL SUBMIT A PLAN FOR FUSIBLE PVC STRING OUT STAGING AND PULL BACK.
11. CONTRACTOR SHALL SPOT EXCAVATE EXISTING 8" & 12" FORCE MAINS AND FIELD ADJUST LOCATION OF INTERCONNECT AS REQUIRED FOR A COMPLETE INSTALLATION.



INSET "B"
NOT TO SCALE

McKIM & CREED
Meridian IV Building, Suite 500
4730 Varsity Drive
Raleigh, North Carolina 27606
Phone: (919) 233-8091 Fax: (919) 233-8031
www.mckimcreed.com

BRUNSWICK COUNTY
NORTH CAROLINA

CONTRACT I - WEST
NE BRUNSWICK REGIONAL WASTEWATER SYSTEM FORCE MAIN IMPROVEMENTS
16 INCH FORCE MAIN
PLAN AND PROFILE
STA 10+00 TO STA 17+00

PROJ. START DATE	
MCI PROJ. #	
DRAWN	BTH
DESIGNED	AWB
CHECKED	AWB
PROJ. MGR.	

SCALE: HORIZONTAL 1"=50' VERTICAL 1"=5'

C-1

STATUS: CONFORMED DRAWINGS - ISSUED FOR CONSTRUCTION

Work Change Directive
Brunswick County

Date: 10/06/20 **Time:** 11:00 (a.m.)/p.m. **Project Name:** NEB FM - Contract I - West

Designer: McKim & Creed **Contractor:** TA Loving Co.

Designer Rep: Sean Kenyon, PE **Contractor Rep:** Jason Hill

Directive:

118 day extension to completion date

Reason for Change: 75 days ext. due to rain delays, 25 days ext. due to final easement acquisition, 18 days ext. due to COVID delays

The preceding directive requires the following actions by the Contractor before 10/09/20 (Date):

CONTRACTOR:

The total lump sum cost for the change noted above shall not exceed $0.

OR

The estimated quantities, maximum unit prices, and maximum extended prices for each item are as follows:

Item	Estimated Quantity	Unit Price	Extended Price

The total change to the Time of Completion shall be an increase/decrease of 118 days.

DESIGNER:

The work change noted above is in the best interests of the owner. The price and Contract Time adjustment have been evaluated and are reasonable. The changes will be effected by a final adjusting change order at the close of the project **or** by _____(date), whichever is sooner.

OWNER:

The Owner agrees to the change as being in the Owner's best interest.

SIGNATURES:

Contractor — Date: 10/12/20

Designer — Date: 10/07/20

Owner — Date: 10-12-20

Original Designer — Yellow Contractor — Pink Owner

Rain Day Record
Brunswick County

Project Name: NE Brunswick Reg. WW System FM Imp. CN 2 – East **Period: From** 1/26/19 **to** 2/25/20
(1st Day of month to last day of month)

Designer: McKim & Creed **Contractor:** TA Loving

Designer Rep: Sean Kenyon **Contractor Rep:** Jason Hill

The Contractor shall submit this form with each pay request. Extension of the Time of Completion shall be made in accordance with the Article "Time of Completion, Delays, Extension of Time" in the General Conditions. Rain days noted on this form shall be used as a means of determining the validity of requests for extensions to the Time of Completion but shall not be construed to mean that all days herein itemized shall lead to an extension of the Time of Completion. Time extensions shall not be granted for rain, wind, snow, or other natural phenomena of normal intensity.

☐ "During the normal work days of this period, no delays were incurred due to rain or wet conditions at the site."

OR

☐ "During the normal work days of this period, no substantial work could be performed on the project due to rain or wet conditions during the following days":

January 28, 2020	_____, 20____
February 7, 2020	_____, 20____
February 14, 2020	_____, 20____
February 17, 2020	_____, 20____
February 19, 2020	_____, 20____
February 20, 2020	_____, 20____
February 21, 2020	_____, 20____
February 25, 2020	_____, 20____
_____, 20____	_____, 20____
_____, 20____	_____, 20____

SIGNATURES:

Jim Britt 2/26/20

Contractor Date

Inspector Comments (Note agreement/disagreement):_____

_____

_____

_____

_____

_____

Resident Inspector Date

Rain Day Record
Brunswick County

Project Name: NE Brunswick Reg. WW System FM Imp. CN 2 - East **Period: From** 2/26/20 **to** 3/25/20
(1st Day of month to last day of month)

Designer: McKim & Creed **Contractor:** TA Loving.

Designer Rep: Sean Kenyon **Contractor Rep:** Jason Hill.

The Contractor shall submit this form with each pay request. Extension of the Time of Completion shall be made in accordance with the Article "Time of Completion, Delays, Extension of Time" in the General Conditions. Rain days noted on this form shall be used as a means of determining the validity of requests for extensions to the Time of Completion but shall not be construed to mean that all days herein itemized shall lead to an extension of the Time of Completion. Time extensions shall not be granted for rain, wind, snow, or other natural phenomena of normal intensity.

☐ "During the normal work days of this period, no delays were incurred due to rain or wet conditions at the site."

OR

☐ "During the normal work days of this period, no substantial work could be performed on the project due to rain or wet conditions during the following days":

February 27, 2020	, 20
March 3, 2020	, 20
March 4, 2020	, 20
March 5, 2020	, 20
March 6, 2020	, 20
March 18, 2020	, 20
March 23, 2020	, 20
March 24, 2020	, 20
March 25, 2020	, 20
, 20	, 20

SIGNATURES:

Jim Britt 3/26/20

Contractor Date

Inspector Comments (Note agreement/disagreement):

Resident Inspector Date

Rain Day Record
Brunswick County

Project Name: NE Brunswick Reg. WW System FM Imp. CN 1 – West **Period: From** 3/26/19 **to** 4/25/20
(1st Day of month to last day of month)

Designer: McKim & Creed **Contractor:** TA Loving.

Designer Rep: Sean Kenyon **Contractor Rep:** Jason Hill.

The Contractor shall submit this form with each pay request. Extension of the Time of Completion shall be made in accordance with the Article "Time of Completion, Delays, Extension of Time" in the General Conditions. Rain days noted on this form shall be used as a means of determining the validity of requests for extensions to the Time of Completion but shall not be construed to mean that all days herein itemized shall lead to an extension of the Time of Completion. Time extensions shall not be granted for rain, wind, snow, or other natural phenomena of normal intensity.

☐ "During the normal work days of this period, no delays were incurred due to rain or wet conditions at the site."

OR

☐ "During the normal work days of this period, no substantial work could be performed on the project due to rain or wet conditions during the following days":

April 1, 2020	, 20
April 7, 2020	, 20
April 9, 2020	, 20
April 14, 2020	, 20
April 16, 2020	, 20
April 20, 2020	, 20
April 21, 2020	, 20
April 24, 2020	, 20
, 20	, 20
, 20	, 20

SIGNATURES:

Jim Britt 4/26/20

Contractor Date

Inspector Comments (Note agreement/disagreement):

Resident Inspector Date

Rain Day Record
Brunswick County

Project Name: NE Brunswick Reg. WW System FM Imp. CN 1 – West **Period: From** 4/26/19 **to** 5/25/20
(1st Day of month to last day of month)

Designer: McKim & Creed **Contractor:** TA Loving .

Designer Rep: Sean Kenyon **Contractor Rep:** Jason Hill .

The Contractor shall submit this form with each pay request. Extension of the Time of Completion shall be made in accordance with the Article "Time of Completion, Delays, Extension of Time" in the General Conditions. Rain days noted on this form shall be used as a means of determining the validity of requests for extensions to the Time of Completion but shall not be construed to mean that all days herein itemized shall lead to an extension of the Time of Completion. Time extensions shall not be granted for rain, wind, snow, or other natural phenomena of normal intensity.

☐ "During the normal work days of this period, no delays were incurred due to rain or wet conditions at the site."

OR

☐ "During the normal work days of this period, no substantial work could be performed on the project due to rain or wet conditions during the following days":

April 26, 2020	, 20
May 1, 2020	, 20
May 5, 2020	, 20
May 18, 2020	, 20
May 19, 2020	, 20
May 20, 2020	, 20
May 21, 2020	, 20
May 22, 2020	, 20
May 23, 20	, 20
, 20	, 20

SIGNATURES:

Jim Britt 5/26/20

Contractor Date

Inspector Comments (Note agreement/disagreement):

Resident Inspector Date

Rain Day Record
Brunswick County

Project Name: NE Brunswick Reg. WW System FM Imp. CN 1 – West **Period: From** 5/26/19 **to** 6/30/20
(1st Day of month to last day of month)

Designer: McKim & Creed **Contractor:** TA Loving

Designer Rep: Sean Kenyon **Contractor Rep:** Jason Hill

The Contractor shall submit this form with each pay request. Extension of the Time of Completion shall be made in accordance with the Article "Time of Completion, Delays, Extension of Time" in the General Conditions. Rain days noted on this form shall be used as a means of determining the validity of requests for extensions to the Time of Completion but shall not be construed to mean that all days herein itemized shall lead to an extension of the Time of Completion. Time extensions shall not be granted for rain, wind, snow, or other natural phenomena of normal intensity.

☐ "During the normal work days of this period, no delays were incurred due to rain or wet conditions at the site."

OR

☐ "During the normal work days of this period, no substantial work could be performed on the project due to rain or wet conditions during the following days":

May 28, 2020	June 17, 20
May 31, 2020	June 20, 20
June 5, 2020	June 21, 20
June 6, 2020	June 24, 20
June 8, 2020	June 26, 20
June 12, 2020	June 30, 20
June 13, 2020	, 20
June 14, 2020	, 20
June 15, 20	, 20
June 16, 20	, 20

SIGNATURES:

Jim Britt — 6/30/20
Contractor — Date

Inspector Comments (Note agreement/disagreement):

Date
Resident Inspector

Rain Day Record
Brunswick County

Project Name: NE Brunswick Reg. WW System FM Imp. CN 1 – West **Period: From** 6/26/19 **to** 7/31/20
(1st Day of month to last day of month)

Designer: McKim & Creed **Contractor:** TA Loving .

Designer Rep: Sean Kenyon **Contractor Rep:** Jason Hill .

The Contractor shall submit this form with each pay request. Extension of the Time of Completion shall be made in accordance with the Article "Time of Completion, Delays, Extension of Time" in the General Conditions. Rain days noted on this form shall be used as a means of determining the validity of requests for extensions to the Time of Completion but shall not be construed to mean that all days herein itemized shall lead to an extension of the Time of Completion. Time extensions shall not be granted for rain, wind, snow, or other natural phenomena of normal intensity.

☐ "During the normal work days of this period, no delays were incurred due to rain or wet conditions at the site."

OR

☐ "During the normal work days of this period, no substantial work could be performed on the project due to rain or wet conditions during the following days":

July 1, 2020	, 20
July 2, 2020	, 20
July 8, 2020	, 20
July 9, 2020	, 20
July 10, 2020	, 20
July 12, 2020	, 20
July 29, 2020	, 20
July 30, 2020	, 20
July 31, 20	, 20
, 20	, 20

SIGNATURES:

Jason Hill 7/31/20
Contractor Date

Inspector Comments (Note agreement/disagreement):

Resident Inspector Date

Rain Day Record
Brunswick County

Project Name: NE Brunswick Reg. WW System FM Imp. CN 1 – West **Period: From** 8/1/20 **to** 8/27/20
(1st Day of month to last day of month)

Designer: McKim & Creed **Contractor:** TA Loving .

Designer Rep: Sean Kenyon **Contractor Rep:** Jason Hill .

The Contractor shall submit this form with each pay request. Extension of the Time of Completion shall be made in accordance with the Article "Time of Completion, Delays, Extension of Time" in the General Conditions. Rain days noted on this form shall be used as a means of determining the validity of requests for extensions to the Time of Completion but shall not be construed to mean that all days herein itemized shall lead to an extension of the Time of Completion. Time extensions shall not be granted for rain, wind, snow, or other natural phenomena of normal intensity.

☐ "During the normal work days of this period, no delays were incurred due to rain or wet conditions at the site."

OR

☐ "During the normal work days of this period, no substantial work could be performed on the project due to rain or wet conditions during the following days":

August 1, 2020	, 20
August 3, 2020	, 20
August 4, 2020	, 20
August 6, 2020	, 20
August 7, 2020	, 20
August 9, 2020	, 20
August 13, 2020	, 20
August 14, 2020	, 20
August 16, 20	, 20
August 25, 20	, 20

SIGNATURES:

Jason Hill 8/28/30
Contractor Date

Inspector Comments (Note agreement/disagreement):

Resident Inspector Date

Rain Day Record
Brunswick County

Project Name: NE Brunswick Reg. WW System FM Imp. CN 1 – West **Period: From** 8/28/20 **to** 9/27/20
(1st Day of month to last day of month)

Designer: McKim & Creed **Contractor:** TA Loving .

Designer Rep: Sean Kenyon **Contractor Rep:** Jason Hill .

The Contractor shall submit this form with each pay request. Extension of the Time of Completion shall be made in accordance with the Article "Time of Completion, Delays, Extension of Time" in the General Conditions. Rain days noted on this form shall be used as a means of determining the validity of requests for extensions to the Time of Completion but shall not be construed to mean that all days herein itemized shall lead to an extension of the Time of Completion. Time extensions shall not be granted for rain, wind, snow, or other natural phenomena of normal intensity.

☐ "During the normal work days of this period, no delays were incurred due to rain or wet conditions at the site."

OR

☐ "During the normal work days of this period, no substantial work could be performed on the project due to rain or wet conditions during the following days":

September 9, 2020	, 20
September 12, 2020	, 20
September 13, 2020	, 20
September 17, 2020	, 20
September 18, 2020	, 20
September 26, 2020	, 20
, 2020	, 20
, 2020	, 20
, 20	, 20
, 20	, 20

SIGNATURES:

Jason Hill 9/28/30
Contractor Date

Inspector Comments (Note agreement/disagreement):

Resident Inspector Date

Change Proposal
Brunswick County

Date: 07/21/21
Designer: McKim & Creed
Designer Rep: Sean Kenyon, PE

Project Name: NEB FM -
Contractor: TA Loving Co.
Contractor Rep: Jason Hill

The Contractor recommends the following change to the project with associated changes to the Time of Completion and/or total project cost:

180 days for NCDOT & DENR to schedule/review the final closeout of the project area.
Final NCDOT Closeout acceptance 4/29/21.

This change will: ADD SUBTRACT (NOT CHANGE) (circle as appropriate) the total project cost by $_____.

The total change to the Time of Completion shall be an: (INCREASE) ~~DECREASE~~ ~~(circle as appropriate)~~ of 180 days.

A breakdown of the proposed work is attached. No work shall be commenced until authorized by the Owner. All work shall be in accordance with the terms, stipulations, and conditions of the Contract Documents.

SIGNATURES:

Contractor — Date: 7/21/21

Designer's Action: ☒ Recommend ☐ Do Not Recommend
☐ Recommend with the following changes

Designer — Date: 07/21/21

Original Designer — Yellow Contractor — Pink Owner

Work Change Directive
Brunswick County

Date: 7/14/21 **Time:** 11:00 (a.m./p.m.) **Project Name:** NEB FM - Contract I - West

Designer: McKim & Creed **Contractor:** TA Loving Co.

Designer Rep: Sean Kenyon, PE **Contractor Rep:** Jason Hill

Directive:

180 day extension to completion date

Reason for Change: 180 days for NCDOT & DENR to schedule/review the final closeout of the project area. Final NCDOT Closeout acceptance 4/29/21

The preceding directive requires the following actions by the Contractor before 4/29/21 (Date):

CONTRACTOR:

The total lump sum cost for the change noted above shall not exceed $0.

OR

The estimated quantities, maximum unit prices, and maximum extended prices for each item are as follows:

Item	Estimated Quantity	Unit Price	Extended Price

The total change to the Time of Completion shall be an increase/decrease of 180 days.

DESIGNER:

The work change noted above is in the best interests of the owner. The price and Contract Time adjustment have been evaluated and are reasonable. The changes will be effected by a final adjusting change order at the close of the project **or** by _____(date), whichever is sooner.

OWNER:

The Owner agrees to the change as being in the Owner's best interest.

SIGNATURES:

Contractor — Date: 7/14/21

Designer — Date: 07/14/21

Owner — Date: 7-14-21

Original Designer Yellow Contractor Pink Owner

Work Change Directive
Brunswick County

Date: 10/07/20 **Time:** 9:00 (a.m.)/p.m. **Project Name:** NEB FM Contract I - West

Designer: McKim & Creed **Contractor:** TA Loving Co.

Designer Rep: Sean Kenyon, PE **Contractor Rep:** Jason Hill

Directive: Installation of an asphalt construction driveway in lieu of a gravel driveway at the intersection of Cedar Hill Rd and Royster Rd to access the I-140 easement.

Reason for Change: NCDOT requirement to install asphalt in this location

The preceding directive requires the following actions by the Contractor before 10/09/20 (Date):

CONTRACTOR:
The total lump sum cost for the change noted above shall not exceed $10,187.22.

OR

The estimated quantities, maximum unit prices, and maximum extended prices for each item are as follows:

Item	Estimated Quantity	Unit Price	Extended Price

The total change to the Time of Completion shall be an increase/decrease of 0 days.

DESIGNER:
The work change noted above is in the best interests of the owner. The price and Contract Time adjustment have been evaluated and are reasonable. The changes will be effected by a final adjusting change order at the close of the project **or** by _____(date), whichever is sooner.

OWNER:
The Owner agrees to the change as being in the Owner's best interest.

SIGNATURES:

Contractor — 10/12/20 Date

Designer — 10/07/20 Date

Owner — 10-12-20 Date

Original Designer — Yellow Contractor — Pink Owner

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal Request No.: 1R

CHANGE ORDER PROPOSAL

Project Name: NE Brunswick FM Contract I
Location: Navassa
Owner: Brunswick County
Engineer: McKim & Creed

Project. No. 4109
Date
Drawing No.
Spec. Section

Reference: RFP No.: ____ Work Directive No.: ____ Field Order No.: ____ Other ____

Description: Asphalt Driveway Install

1. LABOR (See attached itemized breakdown)			$0.00
2. MATERIALS (See attached itemized breakdown)			$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)			($1,400.00)
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY		$0.00
5. SUB-TOTAL DIRECT WORK			($1,400.00)
6. OVERHEAD & PROFIT ON DIRECT WORK	0%		$0.00
7. TOTAL DIRECT WORK			($1,400.00)

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Port City Paving	Construct Asphalt Access Driveway		$9,448.96

8. SUB-TOTAL SUBCONTRACTOR WORK:		$9,448.96
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	20%	$1,889.79
10. TOTAL SUBCONTRACTOR WORK		$11,338.75
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		$9,938.75
12. BOND & INSURANCE: 2.50% of subtotal # 11		$248.47
13. TOTAL CHANGE PROPOSAL REQUEST		$10,187.22

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The contractor reserves its rights to a time extension and extended field costs due to the cummulative effect of changes.

Accepted By:
T. A. Loving Company

_____ Date: _____

_____ Date: _____

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal Request No.: 1R

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material		0.00%	of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax		6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
A. Labor (From takeoff worksheet)				$0.00
B. Small Tools		2.50%	of Labor	$0.00
C. Clean-up		5.00%	of Labor	$0.00
D. Safety		2.50%	of Labor	$0.00
E. Safety Training		1.50%	of Labor	$0.00
F. Reproduction Costs				$0.00
G. As-Built Drawings	0	$73.00	HR	$0.00
H. Testing		1.50%	of Labor	$0.00
I. Warranty Work		1.50%	of Labor	$0.00
J. Punch List		1.50%	of Labor	$0.00
J. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
A. Equipment (From take off worksheet)				$0.00
B. Equipment Fuel Surcharge		2%	of Equipment	$0.00
C. Equipment Repairs		2%	of Equipment	$0.00
D. Equipment Yard Work		1.50%	of Equipment	$0.00
E. Assigned Equipment		2%	of Equipment	$0.00
F. Other (From take off worksheet)				($1,400.00)
E. TOTAL EQUIPMENT/OTHER				**($1,400.00)**

TA LOVING

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal Request No.: 1

TAKE OFF WORKSHEET

ITEM	DESCRIPTION	QTY.	UNIT	MATERIAL UNIT COST	MATERIAL TOTAL COST	LABOR LABOR RATE	LABOR TOTAL COST	EQUIPMENT UNIT COST	EQUIPMENT TOTAL COST	OTHER UNIT	OTHER TOTAL COST
	Gravel Driveway Repair	-56	SY							$25.00	(1,400.00)
					$0.00		$0.00		$0.00		(1,400.00)

McKIM&CREED

REQUEST FOR CHANGE PROPOSAL (RCP)

To: TA Loving Company
400 Patetown Rd
Goldsboro, NC 27530

Attn. Mr. Jason Hill

RCP No.: **RCP 1**
Date: January 21, 2020
Project: NE Brunswick Regional Wastewater System Force Main Improvements – Contract I - West
Owner: Brunswick County

Description of Change: Change in restraint method for Jack and Bore of 16" PVC pipe through 24" steel encasement

Proposed bell joint restraint clamps are too large to fit through the 24" steel encasement on the Jack and Bore at approx. STA 24+00 to STA 26+00 on sheet C-2 and the Jack and Bore at approx. STA 132+70 to STA 134+40 on sheet C-11. Proposed changes at these Jack and Bore locations include the following three options:

- **Option 1** - Install 16" C-905 DR-18 restrained joint PVC pipe throughout the length of the 24" steel encasement pipe. Pipe shall be Lok-21 by Diamond Plastics or approved equal.
- **Option 2** - Install 16" C-905 DR-18 fusible PVC pipe throughout the length of the 24" steel encasement pipe.
- **Option 3** – Install plain end 16" C-905 DR-18 PVC pipe by cutting off the Bell and Spigot from the pipe. Pipe shall be installed throughout the entire length of the 24" steel encasement using DI MJ Sleeves and megalug style restraints at each joint. Outside diameters of both the megalug restraint and DI sleeve would need to be verified to determine if it would fit in the proposed 24" steel encasement.

Attachments:

Pricing:

Provide a detailed cost breakdown for the requested change for review. Unit price shall be per linear foot of force main and shall include all materials and labor required for a complete and operational installation. Pricing shall be broken down by individual option and shall include any deducts for materials that were included in the original bid (ie Bell Joint Restraint Clamps, push-on PVC pipe, etc.) that are no longer required for a complete and operational installation.

The proposed changes described herein are being considered for the above-noted project. Please advise us promptly of your proposed change in contract price and time to accomplish this work. Note that this is not an order to proceed with the proposed change. Notice-to-proceed will be issued later in the form of a signed Work Change Directive or signed Change Order, if it is decided to proceed with this change.

Sean Kemper

Owner/Representative

McKim and Creed 243 North Front Street Wilmington, NC 28401 (910) 343-1048 Fax: (910) 251-8282

Work Change Directive
Brunswick County

Date: 10/07/20 **Time:** 9:00 (a.m.)/p.m. **Project Name:** NEB FM Contract I - West

Designer: McKim & Creed **Contractor:** TA Loving Co.

Designer Rep: Sean Kenyon, PE **Contractor Rep:** Jason Hill

Directive: Removal of the interconnect south of Lincoln School Rd and removal of the casing pipe at approx. STA 84+00.

Reason for Change: Interconnect removed due to redundancy with existing interconnect to the North. Polywrap was used in lieu of casing pipe due to space constraints.

The preceding directive requires the following actions by the Contractor before 10/09/20 (Date):

CONTRACTOR:
The total lump sum cost for the change noted above shall not exceed $-8,889.82.

OR

The estimated quantities, maximum unit prices, and maximum extended prices for each item are as follows:

Item	Estimated Quantity	Unit Price	Extended Price

The total change to the Time of Completion shall be an increase/decrease of 0 days.

DESIGNER:
The work change noted above is in the best interests of the owner. The price and Contract Time adjustment have been evaluated and are reasonable. The changes will be effected by a final adjusting change order at the close of the project **or** by _____(date), whichever is sooner.

OWNER:
The Owner agrees to the change as being in the Owner's best interest.

SIGNATURES:

Contractor — Date: 10/12/20

Designer — Date: 10/07/20

Owner — Date: 10-13-20

Original Designer Yellow Contractor Pink Owner

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal Request No.: 2

CHANGE ORDER PROPOSAL

Project Name:	NE Brunswick FM Contract I	Project. No.	4109
Location:	Navassa	Date	
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim & Creed	Spec. Section	

Reference: RFP No.: ____ Work Directive No.: ____ Field Order No.: ____ Other ____

Description: Interconnect Deletion & Open Cut Casing Deletion

1. LABOR (See attached itemized breakdown)	($2,310.72)
2. MATERIALS (See attached itemized breakdown)	($5,697.60)
3. EQUIPMENT/OTHER (See attached itemized breakdown)	($881.50)
4. TIME EXTENSION FIELD COSTS** 0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK	**($8,889.82)**
6. OVERHEAD & PROFIT ON DIRECT WORK 0%	$0.00
7. TOTAL DIRECT WORK	**($8,889.82)**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE
Port City Paving	Construct Asphalt Access Driveway	

8. SUB-TOTAL SUBCONTRACTOR WORK:	**$0.00**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK 0%	$0.00
10. TOTAL SUBCONTRACTOR WORK	**$0.00**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK	**($8,889.82)**
12. BOND & INSURANCE: 0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST	**($8,889.82)**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The contractor reserves its rights to a time extension and extended field costs due to the cummulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

_____ Date: _____

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal Request No.: 2

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				($5,337.33)
A. Material (From take off worksheet)		0.00%	of A	$0.00
B. Miscellaneous/Waste material				$0.00
C. Freight				($5,337.33)
D. SUBTOTAL		6.75%	of D	($360.27)
E. Sales Tax				**($5,697.60)**
F. TOTAL MATERIAL				
LABOR COST				($1,992.00)
A. Labor (From takeoff worksheet)		2.50%	of Labor	($49.80)
B. Small Tools		5.00%	of Labor	($99.60)
C. Clean-up		2.50%	of Labor	($49.80)
D. Safety		1.50%	of Labor	($29.88)
E. Safety Training				$0.00
F. Reproduction Costs	0	$73.00	HR	$0.00
G. As-Built Drawings		1.50%	of Labor	($29.88)
H. Testing		1.50%	of Labor	($29.88)
I. Warranty Work		1.50%	of Labor	($29.88)
J. Punch List				**($2,310.72)**
J. TOTAL LABOR				
EQUIPMENT/OTHER				($820.00)
A. Equipment (From take off worksheet)		2%	of Equipment	($16.40)
B. Equipment Fuel Surcharge		2%	of Equipment	($16.40)
C. Equipment Repairs		1.50%	of Equipment	($12.30)
D. Equipment Yard Work		2%	of Equipment	($16.40)
E. Assigned Equipment				$0.00
F. Other (From take off worksheet)				**($881.50)**
E. TOTAL EQUIPMENT/OTHER				

TA LOVING

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal Request No.: 1

TAKE OFF WORKSHEET

ITEM	DESCRIPTION	QTY.	UNIT	MATERIAL		LABOR		EQUIPMENT		OTHER	
				UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
	12x8 MJ Tee	-1	EA	$500.51	-$500.51					$0.00	0.00
	8" Plug Valve	-1	EA	$1,170.45	-$1,170.45						
	8"x8" MJ Tee	-1	EA	$326.36	-$326.36						
	8" C900 DR18 PVC Pipe	-20	LF	$7.05	-$141.00						
	8" wedge Restraint	-9	EA	$49.89	-$449.01						
	24" Steel Casing	-40	LF	$68.75	-$2,750.00						
	Foreman	-8	HR			$89.00	-$712.00				
	Labor - Skilled	-8	HR			$40.00	-$320.00				
	Labor - Skilled	-8	HR			$40.00	-$320.00				
	Labor - Skilled	-8	HR			$40.00	-$320.00				
	Labor - Skilled	-8	HR			$40.00	-$320.00				
	Hyd. Backhoe (Mini-20K)	-1	DY					$ 820.00	-$820.00		
					-$5,337.33		-$1,992.00		-$820.00		0.00

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 18, 2021

Action Item # VI. - 1.
Operation Services - Municipal Solid Waste New Transfer Station Construction Agreement

From:
Stephanie Lewis, Operation Services Director

Issue/Action Requested:
Request that the Board of Commissioners approve Notice of Award and enter into a construction agreement with Monteith Construction Corp. in the amount of $5,290,090 for construction of the Municipal Solid Waste New Transfer Station Facility.

Background/Purpose of Request:
Dewberry Engineers, Inc. was selected to provide engineering, bidding and administrative services associated with construction of a new transfer station located at the Brunswick County Landfill. The project was included in the Capital Improvement Plan (CIP).

The Municipal Solid Waste New Transfer Station was bid on September 14, 2021 and received five (5) bids.

Monteith Construction Corp. submitted the lowest base bid of $5,290,090.

Dewberry Engineers, Inc. has reviewed the bid proposals and recommends this project be awarded to the lowest, responsive bidder, Monteith Construction Corp.

It is recommended that the Board approve the notice of award and enter into a construction agreement with Monteith Construction Corp. in the amount of $5,290,090.

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment and the associated capital project ordinance appropriates and transfers $5,300,000 designated in the county capital reserve to the project.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve Notice of Award and enter into a construction agreement with Monteith Construction Corp. in the amount of $5,290,090 for construction of the Municipal Solid Waste New Transfer Station Facility.

ATTACHMENTS:

Description

- Letter of Recommendation of Contract Award
- Bid Certification
- Monteith Construction Corp. Bid

- Notice of Award
- 20211018 Budget Amendment Landfill Transfer Station.pdf
- 20211018 CPO Landfill Transfer Station.pdf
- Construction or Repair Agreement

Dewberry

Dewberry Engineers Inc.
2610 Wycliff Road, Suite 410
Raleigh, NC 27607

919.881.9939
919.881.9923 fax
www.dewberry.com

October 5, 2021

Ms. Stephanie Lewis
Director, Operation Services Department
Brunswick County
P.O. Box 249
179 March 9, 1764 Drive, NE
Bolivia, NC 28422

Reference: Letter of Recommendation of Contract Award
Municipal Solid Waste New Transfer Station

Dear Ms. Lewis:

Bids for the Municipal Solid Waste New Transfer Station were received on Tuesday, September 14, 2021 at 2;00 pm at the Brunswick County Operation Services Building located at 179 March 9, 1764 Drive NE, Bolivia, NC 28422. After declaring bidding closed, it was noted that five (5) bid proposals for the project were submitted. All bidders were present for the opening. The following questions were asked and received unanimous responses noted in italics:

- There were three addendums issued; were the addendum received? *Yes.*
- Was anyone denied the right to bid? *No.*
- Are there any objections to proceeding with the bid opening? *No.*

Each of the five (5) bid proposals were then opened and read aloud. Subsequent to the bid opening, Dewberry Engineers Inc. (Dewberry) has reviewed the bids for this project and it is our opinion that each bidder has submitted a responsive, responsible bid. A summary of each bidders base bid is provided below. The Certified Bid Tabulation is enclosed for your reference.

Bidder	Location	Total Base Bid
Monteith Construction Corp.	Wilmington, NC	$5,290,090.00
Thomas Construction Group	Wilmington, NC	$5,701,164.00
CIC Construction Group USA, LLC	Raleigh, NC	$6,688,479.67
Civil Works Contracting	Wilmington, NC	$7,259,120.64
Conti Enterprises, Inc.	Edison, NJ	$7,535,442.00

This bid package includes the construction of a new municipal solid waste transfer station located at the Brunswick County Landfill at 172 Land Fill Rd NE, Bolivia, NC 28422.

It should be noted that Thomas Construction Group and CIC Construction Group USA, LLC (CIC) bids had several mistakes, including the following:

1. CIC wrote a unit price of $163,000.00 for truck scales in its bid, but the total price in their bid was written at $163,600.00.

2. When totaling CIC's unit prices, the sum of their bid was missing $50,610.66 from their total base bid.

3. When totaling Thomas Construction Group's unit prices, the sum of their bid was missing $756,756.64 from their total base bid.

It should be noted that it is stated in the Instruction to Bidders that words shall take precedence over numerical symbols in cases where it not evident what portion of a proposal is errant.

Based on this information and guidance from the Brunswick County Legal Department, Dewberry recommends that Brunswick County award the contract for the Municipal Solid Waste New Transfer Station to Monteith Construction Corp., the apparent, low responsible, responsive bidder on the basis of the base bid. The award is contingent on the approval of the bid by the Brunswick County Board of Commissioners. The Contract award will be for the amount of $5,290,090.00.

Sincerely,
Dewberry Engineers Inc.



Amir R. Hadjimiry, P.E.
Project Manager

Enclosure: Certified Bid Tab

CC: Matt West, P.E., Dewberry
Heather Murray, Brunswick County

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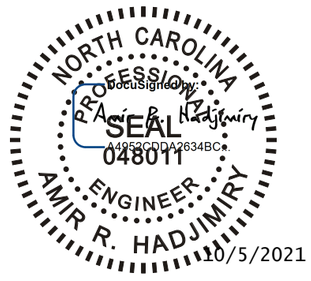
Bid Tabulation
Municiapl Solid Waste New Transfer Station
Bid Opening September 14, 2021 at 2pm
Brunswick County Operation Services

				Montieth Construction Corp.		Thomas Construction Group		CIC Construction Group USA, LLC		Civil Works Contracting		CONTI Enterprises, Inc.	
Line	**Description**	**Pay Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
General													
1	Mobilization (limited to 3% of Bid)	LS	1	$ 144,200.00	$ 144,200.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 214,144.00	$ 214,144.00	$ 150,000.00	$ 150,000.00
2	General Conditions	LS	1	$ 241,716.00	$ 241,716.00	$ 268,632.00	$ 268,632.00	$ 1,067,063.06	$ 1,067,063.06	$ 528,000.00	$ 528,000.00	$ 800,000.00	$ 800,000.00
3	Owner's Allowance (limited to 5% of Bid)	LS	1	$ 264,505.00	$ 264,505.00	$ 285,000.00	$ 285,000.00	$ 318,500.00	$ 318,500.00	$ 345,000.00	$ 345,000.00	$ 358,800.00	$ 358,800.00
Site Work													
4	Clearing and Grubbing	LS	1	$ 6,695.00	$ 6,695.00	$ 3,430.36	$ 3,430.36	$ 3,573.41	$ 3,573.41	$ 8,250.00	$ 8,250.00	$ 45,000.00	$ 45,000.00
5	Erosion Control Devices	LS	1	$ 31,249.00	$ 31,249.00	$ 90,245.63	$ 90,245.63	$ 94,008.87	$ 94,008.87	$ 59,114.48	$ 59,114.48	$ 105,000.00	$ 105,000.00
6	Selective Demolition	LS	1	$ 9,677.00	$ 9,677.00	$ 5,330.74	$ 5,330.74	$ 5,553.03	$ 5,553.03	$ 23,678.09	$ 23,678.09	$ 40,000.00	$ 40,000.00
7	6" CABC Stone	TONS	1,925	$ 62.00	$ 119,350.00	$ 62.73	$ 120,755.25	$ 65.35	$ 125,790.74	$ 57.64	$ 110,957.00	$ 95.00	$ 182,875.00
8	Sod	SF	24000	$ 2.00	$ 48,000.00	$ 0.92	$ 22,080.00	$ 0.96	$ 23,000.74	$ 0.79	$ 18,960.00	$ 1.00	$ 24,000.00
9	6" Pipe Bollards	EA	27	$ 515.00	$ 13,905.00	$ 419.13	$ 11,316.51	$ 436.61	$ 11,788.47	$ 1,100.00	$ 29,700.00	$ 850.00	$ 22,950.00
10	Romvable Pipe Bollards	EA	5	$ 2,266.00	$ 11,330.00	$ 2,130.16	$ 10,650.80	$ 2,218.99	$ 11,094.94	$ 2,200.00	$ 11,000.00	$ 1,725.00	$ 8,625.00
11	Excavation	CY	4000	$ 7.00	$ 28,000.00	$ 5.38	$ 21,520.00	$ 5.60	$ 22,417.38	$ 91.21	$ 364,857.69	$ 12.00	$ 48,000.00
12	Fill	CY	9500	$ 19.00	$ 180,500.00	$ 17.13	$ 162,735.00	$ 17.84	$ 169,521.05	$ 50.90	$ 483,550.00	$ 35.00	$ 332,500.00
13	Soil Improvements	LS	1	$ 117,935.00	$ 117,935.00	$ 114,500.00	$ 114,500.00	$ 114,500.00	$ 114,500.00	$ 127,222.23	$ 127,222.23	$ 400,000.00	$ 400,000.00
14	6" SCH 40 PVC	LF	390	$ 22.00	$ 8,580.00	$ 38.98	$ 15,202.20	$ 40.61	$ 15,836.13	$ 72.30	$ 28,197.00	$ 64.00	$ 24,960.00
15	14" Ductile Iron Pipe	LF	410	$ 88.00	$ 36,080.00	$ 88.06	$ 36,104.60	$ 91.73	$ 37,610.16	$ 129.30	$ 53,013.00	$ 140.00	$ 57,400.00
16	15" RCP Class IV	LF	100	$ 52.00	$ 5,200.00	$ 50.97	$ 5,097.00	$ 53.09	$ 5,309.00	$ 99.57	$ 9,957.00	$ 115.00	$ 11,500.00
17	Class I Rip Rap	TONS	12	$ 73.00	$ 876.00	$ 134.92	$ 1,619.04	$ 234.24	$ 2,810.92	$ 128.66	$ 1,543.92	$ 140.00	$ 1,680.00
18	6" PVC Cleanouts	EA	4	$ 186.00	$ 744.00	$ 951.09	$ 3,804.36	$ 990.75	$ 3,963.00	$ 929.72	$ 3,718.88	$ 940.00	$ 3,760.00
19	6" Trench Drain	LF	20	$ 309.00	$ 6,180.00	$ 422.96	$ 8,459.20	$ 440.59	$ 8,811.80	$ 739.09	$ 14,781.80	$ 240.00	$ 4,800.00
20	8" SDR 35 PVC	LF	650	$ 56.00	$ 36,400.00	$ 49.08	$ 31,902.00	$ 51.13	$ 33,232.31	$ 106.33	$ 69,114.50	$ 80.00	$ 52,000.00
21	8" Class 250 RJ DIP	LF	20	$ 67.00	$ 1,340.00	$ 96.27	$ 1,925.40	$ 100.28	$ 2,005.69	$ 475.15	$ 9,503.00	$ 155.00	$ 3,100.00
22	4' ID Manhole w/ 24" Frame & Cover	EA	7	$ 3,765.00	$ 26,355.00	$ 5,035.79	$ 35,250.53	$ 5,245.78	$ 36,720.48	$ 7,846.83	$ 54,927.81	$ 4,700.00	$ 32,900.00
23	Oil Water Separator & Storage Tank Assembly	LS	1	$ 116,262.00	$ 116,262.00	$ 113,475.84	$ 113,475.84	$ 118,207.78	$ 118,207.78	$ 172,149.44	$ 172,149.44	$ 140,000.00	$ 140,000.00
24	2" CTS Polytubing	LF	900	$ 18.00	$ 16,200.00	$ 15.21	$ 13,689.00	$ 15.84	$ 14,259.83	$ 70.33	$ 63,297.00	$ 60.00	$ 54,000.00
25	2" Gate Valve and Valve Box	EA	2	$ 555.00	$ 1,110.00	$ 854.48	$ 1,708.96	$ 890.11	$ 1,780.22	$ 1,491.03	$ 2,982.06	$ 900.00	$ 1,800.00
26	Yard Hydrants	EA	5	$ 333.00	$ 1,665.00	$ 815.60	$ 4,078.00	$ 849.61	$ 4,248.05	$ 2,746.16	$ 13,730.80	$ 1,300.00	$ 6,500.00
27	Water Service Connection	EA	1	$ 3,322.00	$ 3,322.00	$ 1,127.62	$ 1,127.62	$ 1,174.64	$ 1,174.64	$ 848.05	$ 848.05	$ 2,500.00	$ 2,500.00
Transfer Station Building													
28	Strucutral Concrete Walls	CY	1481	$ 721.00	$ 1,067,801.00	$ 570.39	$ 844,747.59	$ 749.37	$ 1,109,816.97	$ 530.80	$ 786,114.80	$ 1,250.00	$ 1,851,250.00
29	Structural Concrete Slabs	CY	1407	$ 438.00	$ 616,266.00	$ 570.39	$ 802,538.73	$ 500.00	$ 703,500.00	$ 885.98	$ 1,246,573.86	$ 450.00	$ 633,150.00
30	Exhaust Fans	EA	4	$ 12,360.00	$ 49,440.00	$ 50,000.00	$ 200,000.00	$ 46,337.50	$ 185,350.00	$ 16,456.55	$ 65,826.20	$ 8,000.00	$ 32,000.00
31	Electrical Services	LS	1	$ 226,600.00	$ 226,600.00	$ 280,000.00	$ 280,000.00	$ 365,887.00	$ 365,887.00	$ 201,479.60	$ 201,479.60	$ 170,000.00	$ 170,000.00
32	Truck Scales	LS	1	$ 178,314.00	$ 178,314.00	$ 174,643.00	$ 174,643.00	$ 163,000.00	$ 163,000.00	$ 183,632.66	$ 183,632.66	$ 140,000.00	$ 140,000.00
33	PreFabricated Building	LS	1	$ 1,674,293.00	$ 1,674,293.00	$ 1,202,829.00	$ 1,202,829.00	$ 1,807,533.34	$ 1,807,533.34	$ 1,953,295.77	$ 1,953,295.77	$ 1,794,392.00	$ 1,794,392.00
							*$756,765.64**		*$50,610.66**				
				TOTAL	**$ 5,290,090.00**	**TOTAL**	**$ 5,701,164.00**	**TOTAL**	**$ 6,688,479.67**	**TOTAL**	**$ 7,259,120.64**	**TOTAL**	**$ 7,535,442.00**

By: Amir R. Hadjimiry, PE
Dewberry Engineers Inc.
2610 Wycliff Road, Suite 410
Raleigh, NC 27607
NCBELS # F-0929

I hereby certify the above Bid Tabulation to be an accurate tabulation of the Bids received.

NOTE: The highlighted values denote mathematical corrections. The rows with the italicized and highlighted values indicates values that were not included in the unit prices. Based on the Instructions to Bidders and guidance from the Brunswick County Attorney, words shall take precedence over numerical symbols where it is not evident what portion of a proposal is errant. The final Base Bid Prices are highlighted in green and represent the numerical values and written words of the Base Bid Price.



10/5/2021

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BID FORM

BRUNSWICK COUNTY MUNICIPAL SOLID WASTE NEW TRANSFER STATION

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Brunswick County Operations Services, P.O. Box 249, 179 March 9, 1764 Drive NE, Bolivia, NC 28422

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addendum 1	9/7/2021
Addendum 2	9/9/2021
Addendum 3	9/10/2021

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

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E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s): See Attachment A.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 365 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 390 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of the Bid:

A. Bid Form and Attachment A

B. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) and Power of Attorney or Certified Check (circle type of security provided);

C. Minority Business Participation Requirements

D. Identification of Minority Business Participation

E. Minority Business Participation Requirements with Affidavit A or B

F. Qualifications of Bidders

G. Subcontractors and Material Suppliers List

H. Non-Collusion Affidavit

I. Intentionally Omitted

J. Contractor's License no.: 43319 *[or]* Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

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ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

By: N/A
(Individual's signature)

Doing business as: N/A

A Partnership

Partnership Name: N/A

By: N/A
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

A Corporation

Corporation Name: Monteith Construction Corp. (SEAL)

State of Incorporation: North Carolina
Type (General Business, Professional, Service, Limited Liability):

By:
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Brian Stamp

Title: Vice President
(CORPORATE SEAL)

Attest Bryan Thomas, Corp. Sec.

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Date of Qualification to do business in the State of North Carolina is 06 / 10 / 1998.

A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name: N/A (SEAL)

By: N/A
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

Title: N/A

Second Joint Venturer Name: N/A (SEAL)

By: N/A
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

Title: N/A

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 208 Princess St

Wilmington, NC 28412

Phone No. 910.791.8101 Fax No.

E-mail bstamp@monteithco.com BS

SUBMITTED on September 14, 20 21.

State Contractor License No. 43319.

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ATTACHMENT A
BID SCHEDULE
FOR
BRUNSWICK COUNTY MUNICIPAL SOLID WASTE NEW TRANSFER STATION

The Work includes, but is not limited to, the construction of the New 21,500 square foot Municipal Solid Waste Transfer Station and related site, selective demolition, utility and electrical components and associated appurtenances implied in the Specifications and as shown on the Drawings. **The total base bid price for the Brunswick County Municipal Solid Waste New Transfer Station shall include all work described or implied in the Specifications and Project Manual and shown on the Drawings.**

Line	Description	Pay Unit	Quantity	Unit Price	Total
General					
1	Mobilization (Limited to 3% Total Bid)	LS	1	$144,200	$144,200
2	General Conditions	LS	1	$241,716	$241,716
3	Owner's Allowance (5% Total Bid)	LS	1	$264,505	$264,505
Site Work					
4	Clearing and Grubbing	LS	1	$6,695	$6,695
5	Erosion Control Devices	LS	1	$31,249	$31,249
6	Selective Demolition	LS	1	9,677	9,677
7	6" CABC Stone	TONS	1,925	62.00	119,350
8	Sod	SF	24,000	$2.00	$48,000
9	6" Pipe Bollards	EA	27	515.00	13,905
10	Removable Pipe Bollards	EA	5	2,266	11,330
11	Excavation	CY	4,000	7.00	$28,000
12	Fill	CY	9,500	19.00	180,500
13	Soil Improvements (Earthquake Drains)	LS	1	117,935	117,935
14	6" SCH 40 PVC	LF	390	22.00	8,580
15	14" Ductile Iron Pipe	LF	410	88.00	36,080
16	15" RCP Class IV	LF	100	52.00	5200
17	Class I Rip Rap	TONS	12	73.00	$876
18	6" PVC Cleanouts	EA	4	186.00	744
19	6" Trench Drain	LF	20	309	6,180
20	8" SDR 35 PVC	LF	650	56.00	36,400
21	8" Class 250 RJ DIP	LF	20	67.00	1,340
22	4' ID Manhole w/24" Frame & Cover	EA	7	3,765	26,355
23	Oil Water Separator & Storage Tank Assembly	LS	1	116,262	116,262

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ATTACHMENT A
BID SCHEDULE
FOR
BRUNSWICK COUNTY MUNICIPAL SOLID WASTE NEW TRANSFER STATION

Line	Description	Pay Unit	Quantity	Unit Price	Total
24	2" CTS Polytubing	LF	900	18.00	16,200
25	2" Gate Valve and Box	EA	2	555	1,110
26	Yard Hydrants	EA	5	333	1,665
27	Water Service Connection	EA	1	3,322	3,322
Transfer Station Building					
28	Structural Concrete Walls	CY	1481	721	1,067,801
29	Structural Concrete Slabs	CY	1407	438	616,266
30	Exhaust Fans	EA	4	12,360	49,440
31	Electrical & Instrumentation Services	LS	1	226,600	226,600
32	Hydraulic Scales	LS	1	178,314	178,314
33	Prefabricated Building	LS	1	1,674,293	1,674,293

Total Base Bid Price for the Brunswick County Municipal Solid Waste New Transfer Station

Five million two hundred ninety thousand ninety
(use words)

Dollars($) 5,290,090
(use numerals)

General Contractor: Monteith Construction Corp. License Number 43319

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MINORITY BUSINESS PARTICIPATION REQUIREMENTS:

Provide on the Bid: Under GS143-128.3 (c) the undersigned bidder shall identify on its bid the minority business that it will use on the project and the total dollar value of the bid that will be performed by the minority business and list the good faith efforts (Affidavit A) made to solicit participation.

Note: A contractor that performs all of the work with its own workforce may submit an Affidavit B to that effect in lieu of the Affidavit A required above.

After the bid opening: The Owner will consider all bids and alternated and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then submit within 72 hours of the notification of being the apparent low bidder, the following:

An Affidavit C that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more that the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort;

OR

Affidavit D of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

NOTE: Bidders must submit with their bid the BIDDER'S REPORT OF SUBCONTRACTOR SELECTION AND EFFORTS TO OBTAIN WOMEN AND MINORITY SUBCONTRACTORS and AFFIDAVIT A or AFFIDAVIT B as applicable. Failure to submit a required affidavit or documentation with the bid or after being notified apparent low bidder may be grounds for rejection of the bid.

Firm: Monteith Construction Corp.

By: Brian Stamp

Title: Vice President

(Seal - if bid is by a corporation)

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Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Identification of Minority Business Participation

I, Monteith Construction Corp.
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*Minority Category
None		

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be ($) 0.

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Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Brunswick

(Name of Bidder)

Affidavit of Monteith Construction Corp.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- [X] 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- [X] 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- [ ] 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- [ ] 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- [X] 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- [ ] 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- [ ] 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- [ ] 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- [ ] 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- [X] 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 9/14/2021 Name of Authorized Officer: Brian Stamp

Signature: _____

Title: Vice President

JENNIFER SMITH NOTARY SEAL PUBLIC NEW HANOVER COUNTY NC

State of North Carolina, County of New Hanover

Subscribed and sworn to before me this 14 day of September 20 21

Notary Public _____

My commission expires August 27, 2024

DocuSign Envelope ID: A6D9F5CA-5CC6-4104-BD58-BFEE70BED4D3

QUALIFICATIONS OF BIDDERS

The Bidder shall furnish the following information, designed to assist the Owner in determining whether or not the Bidder is qualified to perform the work described in the Contract Documents:

1. List three references with contact person and telephone number who are qualified to objectively judge the results of similar work performed by the Bidder in the last 3 years.

   A. Kevin Caison-New Hanover County Facilities Managment (910.798.4338)

   B. Charles Boney-LS3P Architects (910. 520.1374)

   C. Bruce Bowman-BMH Architects (910.762.2621

2. List previous contracting experience, including contract dollar amount.

   A. **See Attachment**

   B.

   C.

3. List key personnel and brief history of experience for each.

   A. John Breshears - See Attachment

   B. Craig Luczak - See Attachment

   C. Clint Howell - See Attachment

4. Name address, telephone number and title of officer or person best able to answer questions regarding bidders ability to complete the work.

   A. **Brian Stamp, Vice President**
   208 Princess St, Wilmington NC 28401
   T: 704.292.4706

   B. **Bryan Thomas, President**
   208 Princess St, Wilmington NC 28401
   T: 910-791-8101

   C. **John Monteith, Owner**
   208 Princess St, Wilmington NC 28401
   T: 910-791-8101

NOTE - The Bidder shall attach additional sheets of information as needed to answer questions.

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SUBCONTRACTORS AND MATERIAL SUPPLIERS LIST

Bidder shall provide the following information concerning minorities and women-owned subcontractors. All information shall be complete for acceptable award.

A. List of Subcontractors to be used:

Subcontractor	(M/F*)	Work	Dollar Amount	% of Total
T. A. Woods	(X)	Plumbing & HVAC	$49,440	.9%
	( )			
T.A. Woods	(X)	Electrical	$226,600	4.2%
	( )			
	( )			

B. Material Suppliers List

Supplier		Material		
Ascent Bldgs	(X)	PEMB	$688,000	13%
	( )			
	( )			
	( )			
	( )			

* (M) Denotes Minority
(F) Denotes Female
(M/F) Denotes Minority & Female

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NON-COLLUSION AFFIDAVIT

State of North Carolina)

County of Brunswick)

Brian Stamp being first duly sworn, deposes and says that:

(1) He is the Officer, of _____
(Owner/Officer/Partner/Representative or Agent)

Monteith Construction Corp. the BIDDER that has submitted the attached BID;

(2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

(3) Such BID is genuine and is not a collusive or sham BID;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or of any other BIDDER, or to fix any overhead, profit, or cost elements of BID price or the BID price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement ay advantage against (Recipient), or any person interested in the proposed Contract.

(5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: Brian Stamp
Vice President
(Title)

Subscribed and sworn to before this 14 day of September, 2021.

Notary Public: Jennifer Smith

My commission expires: August 27, 2024

JENNIFER SMITH NOTARY PUBLIC NEW HANOVER COUNTY, NC

Board of Directors Resolution

TO: Whom It May Concern

This is a Certified Copy of Resolution that was passed at a Meeting of the Board of Directors of Monteith Construction Corp. at which a quorum was present on 2/26/2020.

RESOLVED, that this Board of Directors hereby authorizes and directs Bryan Thomas, President, or Brian Stamp, Vice President to sign Bid Forms, Bonds, Contracts, and Amendments to the Contract and to review various claims on behalf of Monteith Construction Corp. Board of Directors.

N. John Monteith, CEO, and Chairman of the Board

CC: Bryan Thomas, President
Brian Stamp, Vice President
Denice Brandon, Chief Financial Officer

North Carolina
New Hanover County

I, Jennifer Smith, a Notary Public for said County and State, do hereby certify that Neville John Monteith personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the 14TH day of September, 20 21.

(Official Seal)

Notary Public

My commission expires August 27, 20 24

JENNIFER SMITH NOTARY PUBLIC NEW HANOVER COUNTY, NC

DocuSign Envelope ID: A6D9F5CA-5CC6-4104-BD58-BFEE70BED4D3

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

Monteith Construction Corp.
208 Princess Street
Wilmington, NC 28401

SURETY *(Name and Address of Principal Place of Business)*:

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER *(Name and Address)*:

Brunswick County
30 Government Center Dr. NE
Bolivia, NC 28422

BID

Bid Due Date: September 14, 2021
Description:
Brunswick County Municipal Solid Waste New Transfer Station

BOND

Bond Number: Bid Bond
Date *(Not earlier than Bid due date)*: September 14, 2021
Penal sum Five Percent of Amount Bid - - - (Words) $ - - - 5% - - - (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
Monteith Construction Corp. (Seal)	Travelers Casualty and Surety Company of America (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: Debra S. Ritter
Signature	Signature (Attach Power of Attorney)
BLAIR STAM	Debra S. Ritter
Print Name	Print Name
VICE PRESIDENT	Attorney-in-Fact
Title	Title
Attest: _____	Attest: Sam Ritter
Signature	Signature Sam Ritter
WITNESS	Witness
Title	Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

DocuSign Envelope ID: A6D9F5CA-5CC6-4104-BD58-BFEE70BED4D3

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

DocuSign Envelope ID: A6D9F5CA-5CC6-4104-BD58-BFEE70BED4D3

Insert:
Power of Attorney
(Bid Bond)

(Provided by Contractor's Bonding Company)

This document shall be provided as part of bidding documents.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Debra S. Ritter** of **CHARLOTTE**, **North Carolina**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **14th** day of **September**, **2021**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

MONTEITH

Project: Brunswick County
New Transfer Station
September 14, 2021

PERSONNEL CAPABILITY

JOHN BRESHEARS



JOHN BRESHEARS
Project Manager

AT A GLANCE

John has been with Monteith Construction since 2013 and touts over 20 years of construction experience. John has proven to be highly skilled in managing all aspects of construction. He has managed several Monteith projects with success. His goal is to always move the project schedule forward while ensuring Monteith delivers an enjoyable experience with a resulting product to be proud of.

ACCREDITATIONS

20 years Industry Experience
OSHA 30 Certification
CPR & First Aid Certification

RECENT PROJECTS OF NOTE

NHC Health & Human Services
UNCW Dining Hall
320 Chestnut Street (NHC Administrative Building)
John Chavis Memorial Park
Tru Colors Brewery
CFCC Schwartz Center Renovations
Baker BMW
Del Webb – RiverLight Amenity Center
RiverLights Mixed Use
RiverLights Lake House

PERSONNEL CAPABILITY

CRAIG LUCZAK



CRAIG LUCZAK
Superintendent

AT A GLANCE

Craig joined Monteith in 2015. He has 30 years of construction experience as a Superintendent, with extensive experience working on active campuses for public and educational projects. Craig takes a partnering approach with the subcontractors in order to unify the team towards a common goal for the advancement of the project.

ACCREDITATIONS

30 years Industry Experience
AGC Certificate of Management- Building Information Management
OSHA 30 Certification

RECENT PROJECTS OF NOTE

UNCW Dining Hall
Noble Middle School Wilmington,
Cape Fear Community College Schwartz Renovations Wilmington, NC
Cape Fear Community College Building F Renovations Wilmington, NC
Wave Transit Station Wilmington, NC
Live Oak Bank Hangar Wilmington, NC
Wilmington Fire Station #3 Wilmington, NC
New Hanover County Library & Parking Deck Wilmington, NC

PERSONNEL CAPABILITES

CLINT HOWELL

MONTEITH



CLINT HOWELL
Director of Operations

AT A GLANCE

Clint joined Monteith Construction in 2012 as a superintendent and now oversees operations for our Wilmington office. Clint's strength lies in his ability to build strong and lasting relationships with construction services, facilities management, and end users who touch his projects. Highly respected by Monteith colleagues and trade partners alike and has proven success as the superintendent and director of operations.

ACCREDITATIONS

21 years Industry Experience
OSHA 30 Certification
CPR & First Aid Certification

RECENT PROJECTS OF NOTE

NHC Health & Human Services
UNCW Dining Hall
ILM Airport Terminal Expansion
Tru Colors Brewery
Surf City Municipal Complex
Baker Collections
Eagle Point Cottage
Onslow County Government Center
NHRMC Zimmer Cancer Center
Wilmington Fire Station No. 3

COMPLETED PROJECTS – PAST FIVE YEARS

Surf City Municipal Complex – Surf City, NC

Owner:	Town of Surf City – Kyle Breuer – 910.328.4131
Architect:	Dogwood Architecture/Formitas
Contract Amount:	$6,014,439
Scope of Work:	New construction of a 9,999 sf municipal complex that included space for administrative offices and a police department.
Completion Date:	April 2021
Key Staff:	Matt Brittan, Chris Thompson
Self-Performed:	0%

226 North Front Street – Wilmington, NC

Owner:	East West Partners – McKay Siegel– 910.386.8683
Architect:	BMH Architects
Contract Amount:	$5,858,075
Scope of Work:	Historical Renovation of 20,000 sf building transforming it into a co-working space.
Completion Date:	April 2022
Key Staff:	Frank D'Andrea, Danielle Conway
Self Performed:	0%

Chavis Memorial Park - Raleigh, NC

Owner:	City of Raleigh – Dave Delcambre – 919.302.9811
Architect:	Clearscapes
Contract Amount:	$17,942,000
Scope of Work:	Sitework, renovations, additions and new construction to a mixed-use development in Raleigh, NC. New construction of over 41,000 sf, renovations include a historic register structure. Outdoor work includes park space.
Completion Date:	May 2021
Key Staff:	John F. Breshears, Daniel Recktenwald, John Breshears, Sr.
Self-Performed:	0%

Florence VA Nursing Home – Florence, SC

Owner:	South Carolina Department of Mental Health – Ken Roey – 803.667.2891
Architect:	Stevens & Wilkinson
Contract Amount:	$49,097,000
Scope of Work:	New construction of a 148,000 sf nursing home that includes 104 beds and service buildings.
Completion Date:	March 2021
Key Staff:	Phillip Verdi, Brian Fahl, Grey Cook
Self-Performed:	0%

WakeMed Urgent Care – Raleigh, NC

Owner:	WakeMed – Tom Cavender – 919.350.8000
Architect:	Skinner, Farlow, Kirwan Architecture
Contract Amount:	$2,032,953
Scope of Work:	Adaptive reuse to convert an unused building into an urgent care facility for WakeMed in downtown Raleigh.

Completion Date:	November 2020
Key Staff:	Jeffrey Fuller, Joe Jongkind
Self-Performed:	0%

Southern Pines Elementary School – Southern Pines, NC

Owner:	Moore County Schools – John Birath – 910.947.2976
Architect:	sfl+a
Contract Amount:	$30,311,923
Scope of Work:	New construction of a two-story, 119,495 sf, elementary school.
Completion Date:	August 2020
Key Staff:	Lee Tillett, Graham Knott
Self-Performed:	0%

Wrightsville Beach Elementary School – Wrightsville Beach, NC

Owner:	New Hanover County Schools – Leanne Lawrence – 910.254.4281
Architect:	BMH Architects
Contract Amount:	$8,261,513
Scope of Work:	Renovations and additions to an existing elementary school campus.
Completion Date:	August 2020
Key Staff:	Frank D'Andrea, Alana Dos Santos
Self-Performed:	0%

Noble Middle School – Wilmington, NC

Owner:	New Hanover County Schools - Leanne Lawrence – 910.254.4281
Architect:	BMH Architects
Contract Amount:	$6,307,400
Scope of Work:	Phased renovation of an occupied middle school campus.
Completion Date:	August 2020
Key Staff:	Craig Luczak, Alana Dos Santos
Self-Performed:	0%

Baker Motor Company, Baker Collections – Wilmington, NC

Owner:	Baker Motor Company – Dixon Dickens
Architect:	LS3P
Contract Amount:	$3,056,681
Scope of Work:	9,999 sf showroom and service area for a high-end car dealership.
Completion Date:	August 2020
Key Staff:	Clint Howell, Zack Williams, Natalie McCorquodale
Self-Performed:	0%

WTCC Skilled Trades Building – Raleigh, NC

Owner:	Wake Technical CC – Kathy Monteiro - kgmonteiro@waketech.edu
Architect:	Davis Kane
Contract Amount:	$10,482,778
Scope of Work:	Renovation and additions for a total 34,090 sf building on WTCC's main campus. Addition created space for skilled trades labs
Completion Date:	June 2020
Key Staff:	Drew Hardin, Melanie D'Ortenzio
Self-Performed:	0%

Chatham Grove Elementary School – Pittsboro, NC

Owner:	Chatham County Schools – Randy Drumheller – 919.542.6700
Architect:	CRA Associates
Contract Amount:	$26,748,892
Scope of Work:	New construction of a 105,000 sf elementary school.
Completion Date:	May 2020
Key Staff:	Joe Jongkind, John Hawthorne
Self-Performed:	0%

UNC Hospital LINAC Vault – Chapel Hill, NC

Owner:	UNC Healthcare – Jennifer Pavlovich – 919.951.4061
Architect:	Isley Hawkins
Contract Amount:	$816,000
Scope of Work:	Installation of a new LINAC Vault.
Completion Date:	May 2020
Key Staff:	Jeremy Pate, Jeffrey Fuller
Self-Performed:	0%

CMC Residency Building – Conway, SC

Owner:	Conway Medical Center – Kevin Lovett – 843.446.8032
Architect:	Lee Harrell
Contract Amount:	$237,633
Scope of Work:	Medical Office building up-fit.
Completion Date:	May 2020
Key Staff:	Phillip Verdi, Melissa Ludlam, Eric Franklin, Matt Brittan
Self-Performed:	0%

UNC Hospital Meadowmont Renovations

Owner:	UNC Healthcare – Jennifer Pavlovich – 919.951.4061
Architect:	EYP
Contract Amount:	$1,590,000
Scope of Work:	Interior renovations to Endoscopy Center.
Completion Date:	May 2020
Key Staff:	Jeffrey Fuller, Melanie D'Ortenzio
Self-Performed:	0%

Thomasville Police Station – Thomasville, NC

Owner:	Thomasville PD – Mark Kattner - mark.kattner@thomasville-nc.gov
Architect:	Little Diversified Architecture
Contract Amount:	$11,281,650
Scope of Work:	New construction of a 40,000 sf, two-story police department facility.
Completion Date:	April 2020
Key Staff:	Chris Adair, Jeffrey Fuller
Self-Performed:	0%

Eagle Point Cottage – Wilmington, NC

Owner:	Eagle Point Golf Club – Billy Anderson – billy@eaglepointgc.net
Architect:	LS3P
Contract Amount:	$1,636,675

Scope of Work:	New construction of a cottage to house visiting members to Eagle Point Golf Club.
Completion Date:	April 2020
Key Staff:	Frank D'Andrea, Dan Hart
Self-Performed:	0%

Brunswick Community College Allied Health Building Additions – Bolivia, NC

Owner:	Brunswick Community College – Jack Luciano
Architect:	Sawyer, Sherwood & Associates
Contract Amount:	$2,768,287
Scope of Work:	Project consisted of construction of site work including building demolition, new parking lots, stormwater improvements, utility connections, and landscaping. Building construction includes partial renovations to 12,549 sf building constructed in 2008 and a new addition of 15,047 sf.
Completion Date:	April 2020
Key Staff:	Matt Brittan, Graham Smith
Self-Performed:	0%

ILM Airport Reroofing – Wilmington, NC

Owner:	ILM Airport – Gransuer Dick – 910.341.4333
Architect:	LS3P – Gus Aretakis
Contract Amount:	$2,768,287
Scope of Work:	Reroofing of an existing airport terminal building.
Completion Date:	February 2020
Key Staff:	Luke McKeithan, Erin Ford
Self-Performed:	0%

MegaCorp Courtyard

Owner:	MegaCorp Logistics – Ryan Legg – 910.617.6727
Architect:	LS3P
Contract Amount:	$435,924
Scope of Work:	Addition of an outdoor entertainment space to an existing office building.
Completion Date:	January 2020
Key Staff:	Zack Messick, Geoff Carter
Self-Performed:	0%

New Hanover County Health and Human Services Building – Wilmington, NC

Owner:	New Hanover County – Kevin Caison
Architect:	Sawyer Sherwood & Associates – John Sawyer – 910.762.0892
Contract Amount:	$20,498,408
Scope of Work:	New construction of a 94,000 sf office building within the existing staff parking area. Once utilized, the existing one-story building neighboring this site will be demolished and re-developed for parking and amenities to support the new offices. Specific challenges managed throughout construction include keeping the neighboring offices in close proximity of 20ft fully operational.
Completion Date:	January 2020
Key Staff:	Clint Howell, Dan Hart, John F. Breshears
Self-Performed:	0%

Baker Motor Company, Porsche of Wilmington – Wilmington, NC

Owner:	Baker Motor Company – Dixon Dickens
Architect:	LS3P Associates, Charles Boney, Josh Ellison – 910.397.3602
Contract Amount:	$5,212,516
Scope of Work:	Demolition of existing structures and new construction of 14,857 sf of space including a sales floor, office and administrative space, along with service bays.
Completion Date:	October 2019
Key Staff:	Quinn Lancaster, Justin Russo
Self-Performed:	0%

Buckhorn Amenity Center – Apex, NC

Owner:	Lennar Homes
Architect:	Basham & Lucas Design Group – Henry See – 904.731.2323
Contract Amount:	$2,381,558
Scope of Work:	4,547 sf amenity center that includes gathering rooms, fitness center and covered porches. Additionally, project included outdoor spa and pools with corresponding decking and outdoor space.
Completion Date:	September 2019
Self-Performed:	0%

Carolina Pines Resort – Conway, SC

Owner:	Sun Communities – Brad Pinover – 813.503.6232
Architect:	SGA Architecture
Contract Amount:	$19,880,721
Scope of Work:	Construction of amenity center and various buildings on a 90 acre resort campus, included new construction of multiple pools and sports courts.
Completion Date:	August 2019
Key Staff:	Thomas Gore, Melissa Ludlam
Self-Performed:	0%

Girls Leadership Academy of Wilmington – Wilmington, NC

Owner:	Girls Leadership Academy of Wilmington – Todd Godbey
Architect:	LS3P Associates – Daniela Ayers – 910.397.3646
Contract Amount:	$12,880,336
Scope of Work:	Construction included four pre-engineered metal buildings laid out to produce a campus-like feel for over 700 students. The buildings included over 70,000 sf of space consisting of classrooms, lab space and a cafeteria. The overall site is 13.75 acres and included stormwater and ponds to expand the campus.
Completion Date:	August 2019
Key Staff:	Mike Travaglia
Self-Performed:	0%

Myrtle Grove Middle School Renovation – Wilmington, NC

Owner:	New Hanover County Schools
Architect:	BMH Architects - Bruce Bowman - 910.762.2621
Contract Amount:	$7,017,135
Scope of Work:	This was a multiphase renovation of an occupied middle school campus. The renovation process included upgrades to the HVAC, electrical systems, and sprinkler systems. This renovation also included a new shingle roof.
Completion Date:	August 2019
Key Staff:	Drew Hardin
Self-Performed:	0%

UNC Hospitals Radiation Therapy Addition – Hillsborough, NC

Owner:	UNC Hospitals – Cleo Robinson
Architect:	Isley Hawkins Architecture – Julie Risk – 919.489.7417
Contract Amount:	$4,999,973
Scope of Work:	This project included a 5,400 sf Radiation Oncology addition to the UNC Hillsborough Campus. The building consists of offices, clean supply room, dressing and waiting rooms, a courtyard and the Radiation Therapy vault. The addition seamlessly tied into two existing corridors to match the UNC Hillsborough Campus.
Completion Date:	June 2019
Key Staff:	Jeffrey Fuller
Self-Performed:	0%

Kannapolis Fire Station #2 & #3 – Kannapolis, NC

Owner:	Rick Barnhardt - Kannapolis Fire Department - 704.920.4260
Architect:	Stewart Cooper Newell Architects - 704.865.631
Contract Amount:	$10,012,217
Scope of Work:	This project was for two identical fire stations. One station on a greenfield site and the other replacing an existing building while expanding the site. Each station is 12,000 sf with a two-engine apparatus bay, training tower, swift water rescue training area, gym, kitchen, ten individual sleeping quarters and a dispatch office. The buildings are metal stud with brick and Hardiplank veneer, with a metal roof over an engineered truss system.
Completion Date:	May 2019
Key Staff:	George Harris, Jeremy Pate
Self-Performed:	0%

College Park Elementary School – Wilmington, NC

Owner:	New Hanover County Schools - Kim Gordon - 910.254.4087
Architect:	LS3P Associates - Laura Miller - 910.790.9901
Contract Amount:	$13,894,000
Scope of Work:	New construction of an approximately 80,000sf elementary school. Work includes ground up construction including sitework, utilities, structure, MEP systems, and finishes. 2-story building includes cafeteria, art room, media center/library, and classroom wings.
Completion Date:	March 2019
Key Staff:	Mike Travaglia
Self-Performed:	0%

State Employees Credit Union - Wilmington, NC
Owner: SECU - Jon Mallaber – 919.831.4718
Architect: Summit Architects – Brian Shepard – 919.732.3882
Contract Amount: $3,845,000
Completion Date: December 2018
Key Staff: Danielle Conway
Self-Performed: 0%

Del Webb Amenity Center- Myrtle Beach, SC
Owner: Pulte Homes – Matthew Raines – 843.746.3541
Architect: STG Design - Leon Westerbeck – 713.871.9191
Contract Amount: $8,155,125
Scope of Work: The construction of the Amenity Center, sports courts, indoor and outdoor pool and lounge area for the Del Webb age restricted community in Grande Dunes, Myrtle Beach, SC. The amenity building includes a workout room with various equipment types, locker rooms with shower stalls and steam room. A fully equipped kitchen and maker space, as well as, gathering rooms with folding partition doors. Additional features include cabanas, firepit, dog park, tennis courts, and bocce courts.
Completion Date: December 2018
Key Staff: Grey Cook, Philip Verdi, Melissa Ludlam
Self-Performed: 0%

CFCC Schwartz Center Renovations – Wilmington, NC
Owner: Cape Fear Community College
Architect: LS3P Associates
Contract Amount: $3,400,000
Completion Date: November 2018
Key Staff: Craig Luczak, John F. Breshears
Self-Performed: 0%

Baker Motor Company, Porsche of Charleston – Charleston, SC
Owner: Baker Motors – Dixon Dickens
Architect: Goff D'Antonio Associates – Clark Batchelder – 843.577.2163
Contract Amount: $5,640,659
Scope of Work: Project included the demolition of an existing building. Upgraded hardscapes and utilities. New construction 18,886sf building included metal panel siding with Z-Girt Furring System, aluminum curtain walls, skylights, rapid overhead doors, and linear metal ceilings. The project also included a battery quarantine building. All landscaping with upgraded and enhanced.
Completion Date: November 2018
Key Staff: Thomas Gore, Philip Verdi
Self-Performed: 0%

UNC 5th Floor Children's Renovation – Chapel Hill, NC

Owner:	UNC Hospital - Cleopatrice Robinson - 919.369.8568
Architect:	Skinner Farlow Kirwan Architecture - Ben Skinner - 919.215.2248
Contract Amount:	$4,500,000
Scope of Work:	The work consisted of renovating the existing Children's Surgery suite located on the second floor at UNC Hospital. The 5,316sf suite was broken into two phases. Prior to starting the work we installed Interim Life Safety Measures and constructed temporary partitions to isolate the construction zone. Phase 1 was approximately 2,800sf and was comprised of two sedation rooms, clean supply, soiled utility, nurse station and five holding bays. Following inspection by DHSR we coordinated with the owner to shift the staff and patients into the newly renovated space. Once relocated, we started phase 2. This phase entailed nine holding bays, equipment room, offices and break room. All holding bays and sedation rooms were designed to be fully equipped with medical gases, emergency power, and required air changes.
Completion Date:	August 2018
Key Staff:	Jeffrey Fuller
Self-Performed:	0%

Baker Motor Company, BMW of Wilmington – Wilmington, NC

Owner:	Baker Motor Company, Dixon Dickens
Architect:	LS3P Associates, Charles Boney, Josh Ellison 910.397.3602
Contract Amount:	$6,372,000
Scope of Work:	Sitework and new construction of a showroom, service bays, and parking lot for a free-standing 30,000sf BMW dealership. Showroom and Service Bays include coordination and installation of all utilities to fixed equipment. Showroom construction is steel frame with shallow foundations. Service bay construction is pre-engineered steel frame with shallow foundations. Exterior materials include CMU, structural steel studs, EIFS, aluminum storefront, and membrane roofing. Interior finishes include tile, carpet, paint, gypsum board, storefront and cabinets.
Completion Date:	July 2018
Key Staff:	John F. Breshears
Self-Performed:	0%

Ogden Plaza Renovations – Wilmington, NC

Owner:	Cameron Management – 910.762.2676
Architect:	BMH Architects – 910.762.2621
Contract Amount:	$3,495,009
Scope of Work:	Complete tear down and build back of walkway and face of shopping plaza while keeping businesses open for business. Erected new canopy walkway with twice the amount of sidewalk. Install 400' of new storefront for occupied and vacant units. 85,000sf of new roof to accommodate existing metal roof system. Complete interior upfit for the new Ashley Homestore.
Completion Date:	July 2018
Key Staff:	Kyle Kinder, Graham Smith
Self-Performed:	0%

McLeod Health Suite 350 – Florence, SC

Owner:	McLeod Hospital – Larry Linsey – 843.777.2000
Architect:	Collins & Almers – Kevin Almers - 843.292.9606
Contract Amount:	$781,500
Scope of Work:	The work consists of the renovation and expansion of an existing medical space located at McLeod Medical Plaza. Work in the contract includes but is not limited to: selected demolition, construction of metal stud walls with smooth finish gypsum board, suspended acoustical ceilings, gypsum board soffits, carpet, resilient flooring, wooden doors, wood casework, miscellaneous specialty items and associated plumbing, mechanical, electrical, and fire protection work.
Completion Date:	September 2017
Key Staff:	John F. Breashears
Self-Performed:	0%

Zimmer Cancer Center – Wilmington, NC

Owner:	New Hanover Regional Medical Center – 910.667.7000
Architect:	LS3P Architects – 910.397.3639
Contract Amount:	$9,500,000
Scope of Work:	Included renovation of ground floor Cancer Center and renovation of former first floor clinic space to facilitate outpatient cancer center functions.
Completion Date:	September 2017
Key Staff:	Clint Howell
Self-Performed:	0%

Hoggard High School Renovations & Addition – Wilmington, NC

Owner:	NHCS – Leanne Lawrence - 910.254.4281
Architect:	BMH Architects – John Murray 910.762.2621
Contract Amount:	$14,200,685
Scope of Work:	Site work, renovation, and addition to Hoggard High School. Addition of a new 28,000sf gymnasium, an 18,000sf renovation to the existing gymnasium and a 400sf addition at the administration area. There are alternates for a 3,800sf cafeteria addition and covered canopy, limited renovation to an existing 7,000sf cafeteria, construction of an aluminum canopy that will connect the new main entry to the gym lobby, and limited renovation to a classroom building.
Completion Date:	September 2017
	Key Staff: Graham Smith
Self-Performed:	0%

Union County Humans Services Building – Monroe, NC

Owner:	Union County Public Works – 704.283.3868
Architect:	Perkins+Will – 919.433.5337
Contract Amount:	$24,376,000
Scope of Work:	Construction of a new Human Services Building for Union County to be located on a +/- 30 acre site. The work includes construction of a new 143,728sf, 3-story building of steel frame construction with exterior walls of masonry on structural steel studs, aluminum curtain wall, storefront systems, and a single-ply membrane roof. Interior construction includes gypsum wall board on metal stud framing. Ceiling treatments throughout the building incorporated areas of acoustical ceiling tiles for the public areas and a combination of exposed structure & acoustical ceiling tiles in the office & clinical areas. Site work included construction of approximately 300 space parking lot & a stormwater retention pond.
Completion Date:	November 2017
Key Staff:	John Hawthorne
Self-Performed:	0%

UNC PRU Expansion Phase 2

Owner:	UNC Chapel Hill – Mark Buckalew – 919.369.8568
Architect:	WHR Architects – John Rios – 919.833.8818
Contract Amount:	$548,000
Scope of Work:	Remodeling and renovation of a medical facility, including a remodel of 1,232sf, two story above grade medical facility. The project provided a new layout and additional space for the PRU Unit of UNC Hospital. Select demo, doors, frames, hardware, gypsum partitions, flooring, ceilings, millwork, protection, plumbing, mechanical, and electrical work were completed.
Completion Date:	October 2017
Key Staff:	Jeffrey Fuller
Self-Performed:	0%

NHRMC – Autumn Hall – Wilmington, NC

Owner:	NHRMC – Ivan Batts – 910.667.2643
Architect:	LS3P – Angela Faulk - 910.397.3639
Contract Amount:	$935,515
Scope of Work:	The upfit of approximately 8000 sf of new space in the existing building at Autumn Hall that will serve as primary practice.
Completion Date:	August 2017
Key Staff:	Thomas Gore, Justin Russo
Self-Performed:	0%

Mcleod Hartsville Medical Office Building

Owner:	Dale Locklair – 843.777.5641
Architect:	Collin Almers – Kevin Almers – 843.292.9606

Contract Amount:	$1,036,400
Scope of Work:	Renovation of an existing office building including selected demolition, construction of metal stud walls with smooth finish gypsum board, suspended acoustical ceilings, gypsum board soffits, carpet, resilient flooring, wood doors, wood casework, miscellaneous specialty items and associated plumbing, mechanical, electrical, and fire protection work.
Completion Date:	October 2017
Key Staff:	Jeffrey Fuller, John F. Breshears
Self-Performed:	0%

NHRMC Nunnelee Pediatric Clinic

Owner:	NHRMC – Ivan Batts – 910.367.0231
Architect:	LS3P Associates – Angela Falk
Contract Amount:	$2,106,633
Completion Date:	July 2017
Key Staff:	Thomas Gore, Justin Russo
Self-Performed:	0%

Cape Fear Community College – Advanced & Emerging Technologies - Wilmington, NC

Owner:	David Kanoy – 910.362.7695
Architect:	Clark Nexsen – Keith Tricome – 919.579.2121
Contract Amount:	$29,600.00
Scope of Work:	The development consists of the construction of a 2-story A+ET Building and a 1-Story HEATT/Maintenance Shop Building located on separate sites. Steel-framed structures with column loads less than 400 kips and wall load less than 2 kips per linear foot. Ground floor slabs in the HEATT building may be required to support vehicle loads of up to 80,000 pounds.
Completion Date:	March 2017
Key Staff:	Mike Travaglia, John Breshears Sr.
Self-Performed:	0%

Live Oak Bank Hangar – Wilmington, NC

Owner:	Live Oak Bank – 910.796.1647
Architect:	The Wilson Group – 704.331.9747
Contract Amount:	$6,394,000
Scope of Work:	18,000sf corporate aircraft hangar at Wilmington International Airport (ILM) along with an attached 7,200sf 2-story office area. Hangar is designed for 3 large private jets with maintenance facilities and office includes common areas for transients along with permanent office and conference space. Project includes extensive site work with over 150 timber piles for the building foundation, onsite fuel farm facility, and FAA taxiway apron and site security measures.
Completion Date:	May 2017
Key Staff:	Thomas Gore, Craig Luczak
Self-Performed:	0%

CCU Academic Office/Classroom #2 – Conway, SC

Owner:	Coastal Carolina University – 843.349.2672
Architect:	Garvin Design Group – 803.212.1032

Contract Amount:	$11,698,000
Scope of Work:	52,000sf, 3-story brick building housing offices, classrooms, computer labs, campus data center, and food service canteen. Included site work and landscape, as well as AV and IT infrastructure.
Completion Date:	April 2017
Key Staff:	Phillip Verdi, David Buckner
Self-Performed:	0%

RiverLights River House & Lake House – Wilmington, NC

Owner:	Newland Communities – 704.887.5946
Architect:	LS3P – 910.790.9901
Contract Amount:	$7,212,531
Scope of Work:	Single-story wood framed with approximately 2,000sf of heated space and another 2,500sf of covered porches – construction type similar to a beach house, elevated decks and sidewalks connecting the outdoor porches. The Lake House is a one-story wood framed with approximately 6,000sf of heated space and another 6,000sf of covered porches – Nichia Fiber cement board siding and soffits, tabby veneer at foundation perimeter, clad wood windows and doors, and typical screened-in porch.
Completion Date:	January 2017
Key Staff:	Jeremy Pate, John F. Breshears
Self-Performed:	0%

Eagle Point Golf Club – Wilmington, NC

Owner:	Eagle Point – Billy Anderson
Architect:	Johnston Architecture – 910.763.5739
Contract Amount:	$1,869,000
Scope of Work:	An addition of a fitness center and dormitory. A two-story addition with locker rooms was completed.
Completion Date:	November 2016
Self-Performed:	0%

UNC Fire Dampers Phase I – Chapel Hill, NC

Owner:	UNC Hospital – Cleopatrice Robinson 919.966.3766
Architect:	MHA Works – 919.682.2870
Contract Amount:	$573,000
Scope of Work:	Modify existing rated walls and the relocation of existing fire protection, plumbing, mechanical and electrical systems as required to provide permanent access to existing fire dampers that are currently inaccessible.
Completion Date:	July 2016
Self-Performed:	0%

The Davis Community – Wilmington, NC

Owner:	The Davis Community – 910.686.7195
Architect:	BMH Architects – 910.762.2621
Contract Amount:	$21,032,280
Scope of Work:	20,000sf new residential retirement home. 100,000sf renovation of the existing facility. Included new site work, mechanical, electrical and plumbing.
Completion Date:	May 2016
Self-Performed:	0%

UNC Howell Hall – Chapel Hill, NC

Owner:	UNC Chapel Hill – Greg Graves 919.843.0849
Architect:	Hoke/New Vision Architects – Tim Hoke 919.383.7426
Contract Amount:	$5,718,000
Scope of Work:	Renovation of Howell Hall at the University of North Carolina at Chapel Hill. Construction included new laboratory benches, fixtures, fume hoods, plumbing, piping, electrical, mechanical, new elevator, new windows, exterior masonry restoration and minor abatement/remediation of hazardous materials.
Completion Date:	May 2016
Self-Performed:	0%

Southeastern Regional Medical Center 3rd Floor East Upgrades – Lumberton, NC

Owner:	Southeastern Health – 910.617.5821
Architect:	Skinner Lamm Highsmith – 252.291.4127
Contract Amount:	$223,855
Completion Date:	October 2016
Self-Performed:	0%

Southeastern Regional Medical Center Nursery – Lumberton, NC

Owner:	Southeastern Health – 910.617.5821
Architect:	Skinner Lamm Highsmith – 252.291.4127
Contract Amount:	$305,271
Completion Date:	October 2016
Self-Performed:	0%

Southeastern Regional Medical Center Shaft Walls – Lumberton, NC

Owner:	Southeastern Health – 910.617.5821
Architect:	Skinner Lamm Highsmith – 252.291.4127
Contract Amount:	$94,052
Completion Date:	December 2016
Self-Performed:	0%

UNC Chapel Hill – Murray Hall – Chapel Hill, NC

Owner:	The University of North Carolina at Chapel Hill
Architect:	Hoke/New Vision Architects – Tim Hoke
Contract Amount:	$401,324
Completion Date:	January 2016
Self-Performed:	0%

Chesterfield Administration – Chesterfield, SC

Owner:	County of Chesterfield
Architect:	Pike, McFarland, Hall Associates – 843.497.0272
Contract Amount:	$2,714,000
Scope of Work:	The project consisted of an approximately 22,170sf building with demo and new construction. Demolition work included gutting the interior of existing building, exterior wall and door systems. New work includes new interior metal studs, gypsum board wall systems with hollow metal door frames, wood doors, suspended and gypsum board ceiling systems, new floor, interior finishes & millwork throughout. Work also included plumbing, mechanical, & electrical

Completion Date: January 2016
Self-Performed: 0%

Wilmington Fire Station #3 – Wilmington, NC
Owner: City of Wilmington
Architect: Becker Morgan Group – 919.341.7600
Contract Amount: $3,403,000
Scope of Work: The project consisted of the construction of approximately 14,620sf of new building and related site work. Approximately 2.26 acres of total land area including: earthwork, utilities, parking, entrances, pedestrian paving, landscaping, and lighting. The new construction of the building consists of new HVAC, plumbing, and electrical components.
Completion Date: November 2015
Self-Performed: 0%

Holly Springs Law Enforcement Center – Holly Springs, NC
Owner: Town of Holly Springs
Architect: Stewart, Cooper, Newell Architects – 704.865.6311
Contract Amount: $5,956,800
Scope of Work: The project consisted of 27,987sf for a new Law Enforcement Center. The site work consisted of sewer utility connection, grading, and connection of other underground and above ground utilities, parking areas, and concrete sidewalks around the building. The building work included CMU block, metal studs, insulation, drywall, HVAC, electrical, and plumbing.
Completion Date: November 2015
Self-Performed: 0%

320 Chestnut Street – Wilmington, NC
Owner: New Hanover County – Kevin Caison 910.798.4338
Architect: Sawyer, Sherwood & Associate Architecture – Scott Spike 910.762.0892
Contract Amount: $7,104,000
Scope of Work: Complete renovation & reuse of an office building. Construction included demo to remove most interior finishes, all PM&E systems, part of the exterior wall, walkways & paving.
Completion Date: November 2015
Self-Performed: 0%

Wendell Falls Discovery & Amenity Center – Wendell, NC
Owner: Newland Communities – Bill Mumford 704.887.5946
Contract Amount: $4,920,000
Scope of Work: This project included a Discovery & Amenity Center located in the development of Wendell Falls in Wendell, NC. Construction of an 8,300sf Amenity Center for a residential development. Work generally consisted of concrete basement retaining walls, decorative glu-lam structural framing with exposed 2x6 decking, natural stone and curtain wall veneer and standing seam roof. Multiple outbuilding and other amenities including a 5,756sf saltwater zero-entry swimming pool and associated pool house. The pool includes six water features including a slide.
Completion Date: May 2015
Self-Performed: 0%

North Carolina State University – Partners – Raleigh, NC

Owner:	North Carolina State University
Architect:	Sigma Architects – Paul Romiti
Contract Amount:	$2,811,117
Completion Date:	August 15, 2015
Self-Performed:	0%

Notice of Award

Date: October 18, 2021

Project: Brunswick County Municipal Solid Waste New Transfer Station	
Owner: Brunswick County	Owner's Contract No.:
Contract: Municipal Solid Waste New Transfer Station	Engineer's Project No.: 50120106
Bidder: Monteith Construction Corp.	
Bidder's Address: 208 Princess Street, Wilmington, NC 28401	

You are notified that your Bid dated September 14, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Brunswick County Municipal Solid Waste New Transfer Station.

The Contract Price of your Contract is Five Million Two Hundred Ninety Thousand Ninety Dollars ($5,290,090).

5 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

5 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [5] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders, General Conditions, and Supplementary Conditions.
3. Other conditions precedent:
   n/a

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Brunswick County
Owner

By: _____
Authorized Signature

_____
Title

_____
Contractor

Accepted By: _____
Authorized Signature

_____
Title

Copy to Engineer

Request Info	
Type	Budget Amendment
Description	Landfill Transfer Station
Justification	Board Meeting 10/18/2021-Transfer $5,300,000 of county capital reserve funding designated for the Landfill Transfer Station to the project for award of construction contract to Monteith Construction Corporation in the amount of $5,290,090.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	-5300000	Decrease	Debit
439801	464278	Interfund Trans Co Cap Reserve	Landfill Transfer Station	-5300000	Decrease	Credit
438210	398110	Landfill Transfer Station	Trans Frm General Fund	5300000	Increase	Credit
438210	464001	Landfill Transfer Station	Arch/Engnrg/Legal	5300000	Increase	Debit

Total	
Grand Total:	0

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE

Landfill Transfer Station
(438210)

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

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

County Capital ProjectsFund:		
Revenues:		
Transfer from General Fund		5,637,000
Total County Capital Project Revenues	**$**	**5,637,000**
Expenditures:		
Arch/Eng/Legal		337,000
Construction		5,300,000
Total County Capital Project Expenditures	**$**	**5,637,000**

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

Current Funds Appropriated	$	5,637,000

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

Contribution to Capital Project Fund	$	5,637,000

Section 4. This Capital Project Ordinance shall be entered into the minutes of the October 18, 2021 meeting of the Brunswick County Board of Commissioners.

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NORTH CAROLINA **CONSTRUCTION OR REPAIR AGREEMENT**
[Standard]

BRUNSWICK COUNTY

THIS CONSTRUCTION OR REPAIR AGREEMENT (hereinafter referred to as the "Agreement" or "Contract") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County" or "Owner"), party of the first part, and Monteith Construction Corp., (hereinafter referred to as "Contractor"), party of the second part.

WITNESSETH:

1. PROJECT

Contractor shall furnish and deliver all materials and perform all work in the manner and form as provided by enumerated plans, specifications and documents, including, without limitation and as applicable: the Invitation to Bid; Notice to Bidders; Instructions to Bidders; General Conditions; Supplementary General Conditions; Specifications; Addenda; Accepted Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Workers' Compensation, Public Liability, Property Damage and Builder's Risk Insurance Certificates; Approval by the Board of Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings (hereinafter referred to collectively as the "Bid Documents") titled:

Project: Brunswick County Municipal Solid Waste New Transfer Station

Consisting of the following sheets **T-01 thru E-04**

dated **August 4, 2021**

And the following addenda:

Addendum No.	**Addendum No. 1**	Dated:	**September 7, 2021**
Addendum No.	**Addendum No. 2**	Dated:	**September 9, 2021**
Addendum No.	**Addendum No. 3**	Dated:	**September 10, 2021**

The Bid Documents are incorporated by reference and made an integral part of this Agreement. To the extent the terms of such documents conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

2. TERM OF AGREEMENT; TIME OF COMPLETION

The term of this Agreement begins one (1) business day after approval by the Brunswick County Board of Commissioners (the "Effective Date") and continues in effect until October 31, 2022, unless extended or sooner terminated as provided for herein or in the General Conditions of

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the Contract. Notwithstanding the foregoing, the duration of the Project is **Three Hundred Sixty-Five (365)** consecutive calendar days from issuance of a Notice to Proceed by Brunswick County (the "Time of Completion"), unless extended as provided for in the Brunswick County General Conditions of the Contract.

3. BRUNSWICK COUNTY GENERAL CONDITIONS OF THE CONTRACT

This Agreement, in addition to any construction documents prepared hereunder, shall be subject to the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts), unless the County directs otherwise. In the event of a conflict between the General Conditions of the Contract and this Agreement, this Agreement shall prevail.

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

5. COMPENSATION

The County agrees to pay Contractor the total amount of **Five Million Two Hundred Ninety Thousand Ninety and No/100 Dollars ($5,290,090.00)** for the Project. Payment shall be subject to additions and deductions as provided in the specifications or Bid Documents. County shall make monthly progress payments to Contractor on the basis of a duly certified and approved estimate of work performed during a given calendar month, less five percent (5%) of the amount of such estimate which is to be retained by County until all work has been performed strictly in accordance with this Agreement and such work has been accepted by County. The County shall not require further retainage after fifty percent (50%) of the work has been satisfactorily completed on schedule as more fully set forth in the General Conditions included with the Bid Documents. County shall make full and final payment to Contractor within thirty (30) days after completion of the Project and acceptance of such work by County and upon Contractor's submittal of satisfactory evidence that all payrolls, material bills and other costs incurred in connection with the Project have been paid in full. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges, the County shall inform Contractor in writing of the disputed charges.

6. INDEPENDENT CONTRACTOR

Both County and Contractor agree that Contractor shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Contractor represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly,

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Contractor shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Contractor shall not be entitled to participate in any plans, arrangements or distributions by 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 Contractor is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Contractor hereby acknowledges that all payments hereunder are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon.

7. CONTRACTOR REPRESENTATIONS

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

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

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

(4) Contractor shall not violate any agreement with any third party by entering into or performing the work under this Agreement;

(5) Contractor will perform all work in conformity with the specifications and requirements of this Agreement;

(6) Unless otherwise agreed by the parties, Contractor agrees that all materials will be new and of good quality;

(7) The work provided by Contractor under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements);

(8) Contractor will perform the work in a professional and workmanlike manner exercising reasonable care and diligence and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;

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

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

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Contractor or its work, and Contractor is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Contractor may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

9. NON-EXCLUSIVITY

Contractor acknowledges that County is not obligated to contract solely with Contractor for the work covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

11. DEBARMENT

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

12. MINORITY BUSINESS ENTERPRISES

Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this Agreement.

13. WORKERS' COMPENSATION

To the extent required by law, Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Contractor is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Contractor's obligations under

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this Agreement. Contractor agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

14. TAXES

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

15. COMPLIANCE WITH E-VERIFY PROGRAM

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

16. CONFIDENTIAL INFORMATION

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

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

(1) in the public domain through no fault of the Recipient;

(2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

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

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

(5) disclosed with the prior written consent of the Discloser; or

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

17. NO ASSIGNMENT WITHOUT CONSENT

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

18. GOVERNING LAW AND VENUE

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

19. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation, as more fully set forth in the General Conditions of the Contract.

20. GOVERNMENTAL IMMUNITY

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

21. NON-WAIVER

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

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22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral, related specifically to the Project herein.

23. HEADINGS

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

24. SEVERABILITY

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

25. AMENDMENTS

Amendments or changes to this Agreement shall not be valid unless in writing and signed by authorized agents of both Contractor and County.

26. NOTICES

(1) **DELIVERY OF NOTICES.** Unless otherwise specified in the General Conditions, any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

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

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(3) **NOTICE ADDRESS.**

a. Communications that relate to any breach, default, termination, amendment or waiver of any provision of this Agreement shall be sent to:

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

With a copy to: Stephanie Lewis
Operation Services Director
P.O. Box 249
Bolivia, NC 28422

b. Communications that relate to any delay in performance, prevention of performance, modification or extension of this Agreement shall be sent to:

For the County: Stephanie Lewis
Operation Services Director
P.O. Box 249
Bolivia, NC 28422

c. All communications to Contractor shall be sent to:

For the Contractor: Monteith Construction Corp.
208 Princess Street
Wilmington, North Carolina 28412

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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27. SIGNATURES

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

ATTEST:

_____
Clerk to the Board

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

MONTEITH CONSTRUCTION CORP.

By: Brian Stamp

Printed Name: Brian Stamp

Title: Vice President

Date: 10/15/2021

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

Julie A. Miller
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

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

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 18, 2021

Action Item # VIII. - 1.

From: Closed Session
Bob Shaver, County Attorney

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 October 4, 2021, 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:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

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 October 4, 2021, 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..