BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
July 6, 2021
3:00 PM

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Administration - Amendment to the Fiscal Year 2022 Budget Ordinance - Elected Officials Provision

   Request that the Board of Commissioners approve the amendment to the Fiscal Year 2022 Approved Budget Ordinance for the Fiscal Year Beginning July 1, 2021, and Ending June 30, 2022, for the Sheriff and Register of Deeds pay grade change.

2. Administration - Brunswick County Schools WBHS Port City Grading & Paving, Inc.

   Request that the Board of Commissioners approve and authorize the Chairman to sign the Port City Grading & Paving, Inc. contract for the demolition and reconstruction of the West Brunswick High School tennis court in the amount of $490,256 contingent on the Board of Education approval at the July 6, 2021 Board of Education meeting.

3. Administration - Resolution Honoring North Carolina Director of Emergency Management Mike Sprayberry

   Request that the Board of Commissioners adopt a Resolution Honoring North Carolina Director of Emergency Management Mike Sprayberry upon his retirement from the State of North Carolina.

4. Clerk to the Board - Meeting Minutes

   Request that the Board of Commissioners approve the draft minutes from the June 21, 2021 Special Called meeting and the Regular meeting.

5. County Attorney - Declaration of Surplus Property

   Request that the Board of Commissioners declare property obtained by the County through tax foreclosure as surplus property, to be placed on the County's website for possible future purchase.

6. County Attorney - St. James CM-4, Phase 2, DOD

   Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in St. James CM-4, Phase 2.

7. 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.

   -NC Education Lottery Application
   Request that the Board of Commissioners authorize the Chairman to execute the signed North Carolina Education Lottery application. Freyja Cahill, Brunswick County Schools Finance Officer, submitted the attached State lottery funding application for $800,000 lottery funds to be used for the 2015 LOBS debt payments in FY 2021-2022.

-Airport Grant 36244.58.13.1 Grant Agreement

Approve and authorize the chairman to sign the grant agreement for the airport grant 36244.58.13.1 in the amount of $3,254,231 with a local match of $361,582. The grant and local match were approved on the June 8, 2021 Board of Commissioners meeting. This agreement provides NCDOT work authorization for West Apron Expansion Phase II (construction) under grant 36244.58.13.1.

-FY22 JCPC Funding Budget Appropriation

Appropriate state revenues restricted of $242,486 as awarded by the Juvenile Crime Prevention Council from the NC Department of Public Safety and approved at the 4/19/2021 board meeting. The following has been awarded to the JCPC Programs; JCPC Administration $7,500, Coastal ART $44,990, Guiding Good Choices (GCC) & Systematic Training for Effective Parenting (STEP) $47,289, Providence Home $20,441, Teen Court $59,141, Restitution $63,125.

-2021 Brunswick County CWRAR Grant

Appropriate state revenues restricted of $20,000 for the NC DEQ Community Waste Reduction and Recycling Grant approved at the 06/07/2021 board meeting. Grant program provides funding to public recycling programs for projects to help communities build lasting capacity to divert materials from the waste stream and/or increase awareness of recycling. Grant requires cash match of 20% covered by funds in approved FY22 Solid Waste budget. Grant period is 7/1-21-6/30/22.

8. Health and Human Services - Brunswick Senior Resources Inc. - Budget Revision #2 to HCCBG Funding

   Request that the Board of Commissioners approve the attached Revision #2 budget document for the Fiscal Year 2020-2021 Home and Community Care Block Grant (HCCBG) for Older Adults.

9. Health and Human Services - Health Services - Contract for NC Alliance of Public Health Agencies FY 21-22

   Request that the Board of Commissioners approve and execute the contract with the North Carolina Alliance of Public Health Agencies for fiscal year 2021-2022.

10. Health and Human Services - Health Services - New Hope Clinic Contract Renewal for FY 21-22

    Request that the Board of Commissioners approve the FY 2021-2022 contract with New Hope Clinic for services up to $75,000.

11. Health and Human Services - Health Services - Novant Health Medical Group Coastal Region, LLC Contract for FY 21-22

    Request that the Board of Commissioners approve the FY 21-22 contract between the County and Novant Health Medical Group Coastal Region, LLC.

12. Health and Human Services - Social Services - Annual Energy Outreach Plan

    Request that the Board of Commissioners approve the Social Services Energy Outreach Plan for fiscal year 2021-2022.

13. Health and Human Services - Social Services - Non-Emergency Medicaid Transportation Contracts for FY 21-22

    Request that the Board of Commissioners approve the Non-Emergency Medicaid Transportation contracts with Brunswick Transit System and Med Trans.

14. Health and Human Services - Social Services - Non-Profit Contracts FY21-22

    Request that the Board of Commissioners approve the renewal of contracts between Brunswick County and the non-profit agencies Hope Harbor Home, Inc.,

Brunswick Family Assistance, Coastal Horizons Center, Inc., Providence Home, and Brunswick Housing Opportunities.

15. Health and Human Services - Social Services - Wortman Law Firm Contract FY21-22

    Request that the Board of Commissioners approve the FY 21-22 contract for Wortman Law Firm, PLLC.

16. Register of Deeds - RecordingPro Contract Extension

    Request that the Board of Commissioners enter into an agreement extension with RecordingPro for recording system and internet document based access system and give authority to the County Manager to sign the contract.

17. Tax Administration - July 2021 Releases

    Request that the Board of Commissioners approve the July 2021 releases.

VI. Administrative Report

1. Utilities - ECS Southeast Mirasol Family Farm (John Nichols, Public Utilities Director)

   Request that the Board of Commissioners provide input regarding engineering work to determine the impacts associated with a developer request to expand and construct a sand mine within the 211 Water Treatment Plant Wellhead Protection Area and based on that input approve a task order with ECS in the amount of $10,350 for consultant services.

2. Utilities - Shallotte Transmission Water Main Change Order #1 (John Nichols, Public Utilities Director)

   Request that the Board of Commissioners approve a budget amendment and Change Order #1 in the amount of $325,046.00 and 56 additional days for the Shallotte Transmission Water Main contract with Ralph Hodge Construction Company.

VII. Board Appointments

1. Governing Body - Annual Board Appointments

   Request that the Board of Commissioners appoint Leah McGhee to the Substance Use and Addiction Commission, as the Chief Superior Court Judge Designee, for a 4-year term expiring June 30, 2025.

2. Governing Body - Appointment of the Clerk to the Board of Commissioners

   Request that the Board of Commissioners appoint Daralyn Spivey to serve as Clerk to the Board of Commissioners.

VIII. Other Business/Informal Discussion

IX. Closed Session

1. Closed Session - Approve Closed Session Minutes and Consult with Attorney

   Request that the Board of Commissioners enter into Closed Session pursuant to N.C.G.S. 143-318.11(a)(1) to approve closed session minutes and 143-318.11(a)(3) to consult with its Attorney.

X. Adjournment

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # V. - 1.
Administration - Amendment to the Fiscal Year 2022 Budget Ordinance - Elected Officials Provision

From:
Randell Woodruff

Issue/Action Requested:
Request that the Board of Commissioners approve the amendment to the Fiscal Year 2022 Approved Budget Ordinance for the Fiscal Year Beginning July 1, 2021, and Ending June 30, 2022, for the Sheriff and Register of Deeds pay grade change.

Background/Purpose of Request:
The Amended Ordinance is a result of a pay grade increase for the Sheriff from a grade 87 to grade 90 and for the Register of Deeds from a grade 74 to grade 76 changing the annual salary.

The Approved Budget Ordinance section X. (b) (C) is changing <u>from</u>:

(b) The Board of Commissioners hereby sets the annual compensation rate for Brunswick County Sheriff. The Sheriff shall be compensated at an annual rate of $147,756. Benefits will be offered in the same manner as county employees.

(c) The Board of Commissioners hereby sets the annual compensation rate for Brunswick County Register of Deeds. The Register of Deeds shall be compensated at an annual rate of $102,096. Benefits will be offered in the same manner as county employees.

The Approved Budget Ordinance section X. (b) (C) is changing <u>to</u>:

(b) The Board of Commissioners hereby sets the annual compensation rate for Brunswick County Sheriff. The Sheriff shall be compensated at an annual rate of $149,897. Benefits will be offered in the same manner as county employees.

(c) The Board of Commissioners hereby sets the annual compensation rate for Brunswick County Register of Deeds. The Register of Deeds shall be compensated at an annual rate of $103,575. Benefits will be offered in the same manner as county employees.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the amendment to the Fiscal Year 2022 Approved Budget Ordinance for the Fiscal Year Beginning July 1, 2021, and Ending June 30, 2022, for the Sheriff and Register of Deeds pay grade change.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # V. - 2.
Administration - Brunswick County Schools WBHS Port City Grading & Paving, Inc.

From:
Julie A. Miller

Issue/Action Requested:
Request that the Board of Commissioners approve and authorize the Chairman to sign the Port City Grading & Paving, Inc. contract for the demolition and reconstruction of the West Brunswick High School tennis court in the amount of $490,256 contingent on the Board of Education approval at the July 6, 2021 Board of Education meeting.

Background/Purpose of Request:
Brunswick County Board of Education is scheduled to approve this contract on 07/06/2021 and recommend the contract with Port City Grading & Paving, Inc. Contract for the demolition and reconstruction of the West Brunswick High School tennis court in the amount of $490,256 to be executed by the Board of Commissioners. The contract is fully funded by bond proceeds.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funded with GO Bond Proceeds

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve and authorize the Chairman to sign the Port City Grading & Paving, Inc. contract for the demolition and reconstruction of the West Brunswick High School tennis court in the amount of $490,256 contingent on the Board of Education approval at the July 6, 2021 Board of Education meeting.

ATTACHMENTS:

Description

- Owner-Contractor Agreement - Port City Grading & Paving, Inc.

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OWNER-CONTRACTOR AGREEMENT

PROJECT NAME: WBHS Tennis Court demolition and reconstruction

SCHOOL NAME: **WEST BRUNSWICK HIGH SCHOOL**

THIS AGREEMENT, in one (1) copy, made this 6th day of July, Two Thousand and Twenty-One by and between County of Brunswick, North Carolina (herein referred to as the "Owner"), whose mailing address 30 Government Center Dr., NE, Bolivia, NC 28422 and Port City Grading & Paving, Inc. (herein referred to as the "Contractor"), whose mailing address is 10128 NC Highway 210, Rocky Point, NC 28457. Correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the West Brunswick High School Tennis Court Demolition and Reconstruction (hereinafter referred to as the "Project" or the "Work"); and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1

DEFINITIONS

1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.

1.2 The Contract Documents are as defined in the General Conditions. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein. The Contract Documents consist of the Owner-Contractor Agreement, the General and Supplemental Conditions of the Contract, the Drawings, the Specifications, all Addenda issued prior to bidding, and all Modifications and Change Orders issued after execution of the Contract.

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Article 2

STATEMENT OF THE WORK

2.1 The Project is the Work identified in the plans and specifications prepared by McGill Associates dated April 22, 2021 and Paramounte Engineers dated March 9, 2021 for Brunswick County Schools, including the following addenda: NA

2.2 The Parties agree that the Project cost includes the following alternate additions at the cost indicated: NA

2.3 The Parties agree to the following modifications to the Project's plans and specifications, including the noted value engineering items: NA

2.4 The Parties agree that the following allowances are included in the Contract Sum in Section 5.1 below:

Owner Allowance	$20,000
Excavate, Stockpile, Reuse	$ 2,000
Unsuitable Soil Allowance	$ 6,000

2.5 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

2.6 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

Article 3

DESIGN CONSULTANT

3.1 The Design Consultant (as defined in the General Conditions) shall be McGill Associates whose address is 55 Broad St., Ashville, NC 28801, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Design Consultant and so advising the Contractor in writing, at which time the person or organization so designated shall be the Design Consultant for purposes of this Contract.

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Article 4

TIME OF COMMENCEMENT AND COMPLETION

4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.

4.2 Time is of the essence. The Contractor shall achieve Final Completion, as defined in the General Conditions on or before the date established for Final Completion in the Supplemental Conditions.

4.3 The Supplemental Conditions contains certain specific dates that shall be adhered to and are the last acceptable dates unless modified in writing by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated. The only exceptions to this schedule are defined in the General Conditions under 8.3 DELAYS AND EXTENSIONS OF TIME.

4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion, or such later date as may result from an extension of time granted by the Owner, he shall pay the Owner, as liquidated damages the sums set forth in the General and Supplemental Conditions.

Article 5

CONTRACT SUM

5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the sum of four hundred ninety thousand, two hundred fifty-six dollars and forty cents ($490,256.40) herein referred to as the "Contract Sum". This amount includes the base bid and the Alternates in Section 2.2

5.2 The Contract Sum includes the value engineering items and other contract modifications noted in Section 2.3 above that total $0.

5.3 Unit Prices are established as follows for the Project:

Unit Price No. 1	Excavate, stockpile, and reuse soil	20.00/CY
Unit Price No. 2	Unsuitable soil allowance	30.00/CY

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Article 6

PROGRESS PAYMENTS

6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the Owner's Project Manager an Application for Payment in accordance with the provisions of Article 9 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions. Payments due and unpaid under the Contract Documents shall not bear interest.

Article 7

OTHER REQUIREMENTS

7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.

7.2 The Owner shall furnish to the Contractor one **(1)** set of drawings and one **(1**) set of specifications, at no extra cost, for use in the Construction of the Work. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.

7.3 The Contractor shall make a good faith effort to utilize Historically Underutilized Businesses (HUB's) per N.C. Gen. Stat. 143-128.2, and as described in the construction documents.

7.4 The General Conditions, Supplemental Conditions and the plans and specifications, including any addenda, are incorporated herein by reference.

7.5 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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COUNTY OF BRUNSWICK, NORTH CAROLINA

APPROVED AS TO FORM

_____

Bryan W. Batton, Asst. County Attorney
Brunswick County, NC

_____(Seal)

Chairman, Board of Commissioners

ATTEST:

_____(Seal)

Clerk to the Board of Commissioners

[Seal]

This contract was approved by the Board on the 6th day of July, 2021.

PORT CITY GRADING & PAVING, INC.

By: _____

Steve Jones, Vice-President

ATTEST:

_____

Corporate Secretary / Asst. Secretary

[Corporate Seal]

This Instrument Has Been Pre-audited In The Manner Required By The School Budget And Fiscal Control Act	This Instrument Has Been Pre-audited In The Manner Required By The Local Government Budget And Fiscal Control Act
Freyja Cahill, Finance Officer Brunswick County Schools	Julie A. Miller, Director of Fiscal Operations, County of Brunswick, North Carolina

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SECTION GC

GENERAL CONDITIONS
OF THE
CONTRACT FOR CONSTRUCTION

TABLE OF ARTICLES

1. CONTRACT DOCUMENTS
2. OWNER
3. CONTRACTOR
4. SUBCONTRACTORS
5. WORK BY OWNER OR BY SEPARATE CONTRACTORS
6. MISCELLANEOUS PROVISIONS
7. TIME
8. PAYMENTS AND COMPLETION
9. INSURANCE
10. CHANGES IN THE WORK
11. UNCOVERING AND CORRECTION
12. TERMINATION OF THE CONTRACT

APPENDIX A – Contractor's Sales Tax Report
APPENDIX B-1 – Change Proposal Form (Time & Materials or Unit Price)
APPENDIX B-2 – Change Proposal Form (Fixed Price)
APPENDIX C – Sexual Registry Check Form

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ARTICLE 1

CONTRACT DOCUMENTS

1.1 GENERAL

1.1.1 The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order issued pursuant to the provisions of Article 10, (3) a written interpretation issued by the Design Consultant, or (4) a written order for a minor change in the Work issued pursuant to this contract.

1.1.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.1.4 The Contractor will be furnished with 3 sets of drawings and specifications at no cost. Additional copies may be purchased.

END OF ARTICLE 1

ARTICLE 2

OWNER

2.1 INFORMATION, SERVICES AND RIGHTS OF THE OWNER

2.1.1 Owner: County of Brunswick, North Carolina by and through its authorized agent the Brunswick County Board of Education

2.1.2 The Owner shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

2.1.3 The Owner shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

2.1.4 The Owner will have authority to require special inspection or testing of the Work whether or not such Work is then fabricated, installed, or completed. However, neither the Owner's authority to act under Subparagraph 6.5.3, nor any decision made by the Owner in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.1.5 The Owner shall have the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his Subcontractors, and the Design Consultant, to discuss such matters as procedures, progress, problems, and scheduling.

2.1.6 The Owner and Design Consultant shall not be responsible or liable to Contractor for the acts, errors or omission of the Contractor, any separate Subcontractor, any separate contractor or any contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.

2.1.7 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid unreasonable delay in the orderly progress of the Work.

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2.1.8 The parties acknowledge that the Owner may perform all or part of its obligations pursuant to this Agreement through the Superintendent or his designee.

2.1.9 The foregoing rights are in addition to other rights of the Owner enumerated herein and those provided by law.

2.2 OWNER'S RIGHT TO STOP OR TO SUSPEND THE WORK

2.2.1 If the Contractor fails to correct defective Work or fails to carry out the Work or supply labor and materials in accordance with the Contract Documents, the Owner by a written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.2.2 The Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the Owner.

2.2.3 If the performance of all or any part of the Work (including the work of the Contractor and its subcontractors) is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Owner or the Design Consultant in the administration of this Contract, or by failure of any one of them to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for an increase in the actual time required for performance of the Work by the Contractor, due solely to such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no claim shall be made under this Subparagraph for any suspension, delay, or interruption pursuant to Subparagraph 2.3.1, or for which claim is provided or excluded under any other provision of this Contract. No claim under this Subparagraph shall be allowed on behalf of the Contractor or its subcontractors, unless within 10 days after the act or failure to act involved, and for continuing or ongoing acts or failures to act within 10 days of the first day of the act or failure to act the Contractor submits to the Owner a written statement setting forth, as fully as then practicable, the extent of such claim, and unless the claim is asserted in writing within 20 days after the termination of such suspension, delay, or interruption. For continuing or ongoing acts or failures to act, the Contractor shall update its written statement every 15 days until the suspension, delay or interruption is terminated. The Contractor shall waive any and all claims not filed in strict conformance with this paragraph. The Contractor shall indemnify, defend and hold the Owner harmless from any claim by a Subcontractor that is waived because it is not filed in strict conformance with this paragraph or any other provision of this Agreement regarding claims.

2.2.4 In the event of a suspension of work or delay or interruption of work, the Contractor will and will cause his subcontractors to protect carefully his, and their, materials and work against damage or injury from the weather and maintain completed and uncompleted portions of the work as required by the Contract Documents. If, in the opinion of the Owner, any work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect same, such work and materials shall be removed and replaced at the expense of the Contractor.

2.2.5 No claim by the Contractor shall be allowed if asserted after final payment under this Contract or if it is not asserted in strict conformance with Article 10.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within ten days after the date written notice is mailed by the Owner to commence and continue remedy of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy he may have, make good such deficiencies and may further elect to complete all Work thereafter through such means as the Owner may select, including the use of a new contractor. In such case the Owner shall issue a Change Order deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Design Consultant's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject

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to the prior approval of the Design Consultant. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. Notwithstanding the Owner's right to carry out a portion of the work, warranty, maintenance and protection of the work remains the Contractor's responsibility. Further, the provisions of this paragraph do not affect the Owner's right to require the correction of defective or non-conforming work in accordance with this contract.

END OF ARTICLE 2

ARTICLE 3

CONTRACTOR

3.1 DEFINITION

3.1.1 This entire Contract is not one of agency by the Contractor for Owner but one in which Contractor is engaged independently in the business of providing the services and performing the Work herein described as an independent contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS

3.2.1 Before placing his proposal to the Owner, and continuously after execution of the Contract, the Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner any error, inconsistency or omission he may discover, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner or the Design Consultant for any damage resulting solely from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents and, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

3.2.2 All designs, drawings, specifications, design calculations, notes and other works provided for this contract are the sole property of the Owner and may not be used on any other design or construction project. The use of the design, including tracings and specifications, by any person or entity, for the purpose other than the Project, shall be at the full risk of such person or entity

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and all statutory or legal requirements. This requirement applies continuously throughout contract performance and is not limited to regular working hours.

3.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and Sub- subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.

3.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the acts, failures to act or duties of the Owner or the Design Consultant in their administration of the Contract, or by inspections, tests or approvals (or the lack thereof) required or performed under Paragraph 6.5 by persons other than the Contractor.

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3.3.4 The Contractor shall verify all grades, lines, levels and dimensions as indicated and shown on the Drawings and Specifications prior to beginning the work and shall immediately report in writing any errors or inconsistencies to the Design Consultant before commencing the work.

3.3.5 Contractor shall protect existing surfaces, finishes and adjacent facilities from damage during construction. Any damage shall be repaired by Contractor at his own expense prior to completion of the Project. Prior to construction start, Contractor and Owner shall perform an inspection to record existing conditions, damaged and undamaged.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, supplies, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary or proper for or incidental to the execution and completion of the Work required by and in accordance with the Contract Documents and any applicable code or statute, whether specifically required by the Contract Documents or whether their provision may reasonably be inferred as necessary to produce the intended results, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Final payment will not be made until the Work is so completed.

3.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. The Owner may, by notice in writing, require the Contractor to remove from the work any employee the Owner deems incompetent, careless or otherwise objectionable. All agents and workers of the Contractor and its Subcontractors shall wear identification badges provided by the Contractor at all times they are on the Owner's property. The identification badges shall at a minimum display the company name, telephone number and employee's picture and name and must be worn in plain view at all times. Additionally, once school staff occupies the building, all contractors and their respective subcontractors shall be required to sign in and out of the visitor's log each day they are performing services. They must also wear a visitor's pass which will indicate to staff that they have met this requirement which applies to anyone performing services anywhere on the school property.

3.4.3 The Contractor shall be responsible for ensuring that the Work is completed in a skillful and workmanlike manner.

3.4.4 All equipment, apparatus and/or devices of any kind to be incorporated into the Work that are shown or indicated on the drawings or called for in the specifications or required for the completion of the work shall be entirely satisfactory to the Owner and the Design Consultant as regards operations, capacity and/or performance. No approval, either written or verbal, of any drawings, descriptive data or samples of such equipment, apparatus and/or device shall relieve the Contractor of his responsibility to turn over the same in good working order for its intended purpose at the completion of the Work in complete accordance with the Contract Documents. Any equipment, apparatus and/or device not fulfilling these requirements shall be removed and replaced by proper and acceptable equipment, etc. or put in good working order satisfactory to the Owner and Design Consultant without additional cost to the Owner.

3.4.5 All materials and Work shall meet North Carolina Building Codes. Should there be any discrepancies between design and code, the more stringent requirement shall apply. All materials shall comply with standards (or approved products) as set by the Specifications. Unless otherwise specified, NO ASBESTOS CONTAINING MATERIALS SHALL BE INSTALLED. BY DEFINITION, INSTALLATION OF ASBESTOS MATERIALS WILL BE CONSIDERED CONTRACTOR'S NEGLIGENCE AND THE CONTRACTOR SHALL PERFORM ALL NECESSARY WORK TO REMOVE THE ASBESTOS AND RESTORE THE SITE TO THE 'PRE-CONTRACT' CONDITION. Contractor shall assume all facilities built prior to 1979 have lead-based paint. Any paint removal shall be in accordance with OSHA standard pertaining to lead (29 CFR 1915.1025).

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and the Design Consultant that all materials and equipment furnished

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under this Contract will be new unless otherwise specified, and that all workmanship will be of first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or the Design Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 11.

3.5.2 The warranties set forth in this Paragraph 3.5 and elsewhere in the Contract Documents shall survive Final Completion of the Work.

3.5.3 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract documents, the Contractor shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice with reasonable promptness after discovery of the condition. For items, which remain incomplete or uncorrected on the date of Substantial Completion, the one-year warranty shall begin on the date of Final Completion of the Work. If the Contract Documents include painting work, the one year warranty period in this section shall be extended to two years.

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

3.5.5 The Contractor shall bear the cost of making good all work of the Owner, separate contractors or others, destroyed or damaged by such correction or removal required under this Article 3, Article 11 or elsewhere in the Contract Documents.

3.6 TAXES

3.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective. The Contractor shall indemnify and hold the Owner harmless from any claims arising out of the Contractor's failure to pay all required taxes, including claims by the county for its inability to recover taxes that were not properly paid to the State of North Carolina by the Contractor.

3.6.2 The Contractor shall provide a completed Contractor's Sales Tax Report (attached hereto as Appendix A) with each application for payment for all items provided by the Contractor or any Sub-Contractors and incorporated into this project. The Contractor shall account for at least 2% of the total contract amount in sales tax or provide justification satisfactory to the Owner that the actual sales tax paid is less than 2%. In the event the Contractor does not provide adequate justification to support the shortfall, the Contractor shall pay the Owner the difference between the amount accounted for and the 2% minimum. Such compensation shall not be deemed a penalty, but reimbursement of funds the Owner would otherwise be entitled to recover from the State.

3.6.3 Sales and Use Tax. Contractor shall be responsible for complying with any applicable sales and use tax obligations imposed by Chapter 105, Article 5 of the North Carolina General Statutes. Where Contractor has been contracted with to oversee "new construction" or "reconstruction" as defined in G.S. 105-164.4H, Contractor shall be responsible for issuing and maintaining an Affidavit of Capital Improvement.

3.7 PERMITS, FEES AND NOTICES

3.7.1 The Contractor shall secure and pay for the building permit and for all other permits and governmental fees

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necessary for the proper execution and completion of the Work. Costs for service and final service connections by public utilities will be reimbursed to the Contractor by the Owner. The Owner shall not be responsible for the cost of any temporary utilities.

3.7.2 The Contractor will pay for his license and reinspection fees for the work necessary for the proper execution and completion of the work.

3.7.3 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

3.8 PROGRESS SCHEDULE

3.8.1 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an estimated progress schedule for the Work. This schedule shall be in accordance with any general requirements included in the Specifications for this project.

3.9 RESPONSIBILITY FOR COMPLETION

3.9.1 The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified in the Owner-Contractor Agreement.

3.9.2 If the actions taken by the Contractor are not satisfactory, the Design Consultant or Owner may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and Completion dates, without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.

3.10 DOCUMENTS AND SAMPLES AT THE SITE

3.10.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

3.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.11.1 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data, Manuals and Samples required by the Contract Documents.

3.11.2 Do not order materials until receipt of written approval. Furnish materials equal in every respect to approved samples.

3.11.3 By approving and submitting Shop Drawings, Product Data, Manuals and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor shall adhere to any supplementary processing and scheduling instructions pertaining to Shop Drawings, which may be issued by the Design Consultant.

3.11.4 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Design Consultant's review of Shop Drawings, Product Data, Samples or Manuals under unless the Contractor has specifically informed the Design Consultant in writing of such deviation at the time of submission and the Design Consultant has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, Samples,

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or Manuals by the Design Consultant's review thereof.

3.11.5 The Contractor shall make corrections required by the Design Consultant and shall resubmit the required number of corrected copies of Shop Drawings or new Product Data or Samples. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Design Consultant on previous submittals. Resubmittals necessitated by required corrections due to Contractor's errors or omissions shall not be cause for extension of Contract Time, and any costs associated with the processing of these resubmittals shall be paid by the Contractor.

3.11.6 No portion of the Work requiring submission of Shop Drawings, Product Data, Samples or Manuals shall be commenced until the submittal has been approved by the Design Consultant. All such portions of the Work shall be in accordance with approved submittals.

3.12 EQUAL PRODUCTS AND SUBSTITUTIONS

3.12.1 All materials, supplies and articles furnished under this Contract shall, whenever specified and otherwise practicable, be the standard products of recognized, reputable manufacturers. Unless otherwise specifically provided in the Contract Documents, the naming of a certain brand, make, manufacturer or article, device, product, material, fixture or type of construction shall convey the general style, type, character and standard of quality of the article desired and shall not be construed as limiting competition. The Contractor, in such cases, may with Design Consultant and Owner approval, use any brand, make, manufacturer, article, device, product, material, fixture, form or type of construction which in the judgment of the Design Consultant is equal to that specified. An item may be considered equal to the item so named or described if, in the opinion of the Owner and Design Consultant (1) it is at least equal in quality, durability, appearance, strength, and design; (2) it will perform at least equally the specific function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. Approval by the Owner and Design Consultant will be granted based upon considerations of quality, workmanship, economy of operation, suitability for the purpose intended, and acceptability for use on the Project.

3.12.2 Contractor must provide evidence that proposed substitution does not require revisions to the Contract Documents, that is consistent with Contract Documents, and will produce the indicated results, and is comparable with other portions of the Work. Contractor must provide a detailed comparison of significant qualities or proposed substitution with those of the Work specified, including but not limited to the following significant qualities: performance, weight, size, durability, visual effect, sustainable design features, warranties, and any specific features and requirements indicated in Contract Documents. An annotated copy of applicable Specification section and point-by-point comparison between specified product and the proposed substitution describing each point of compliance, non-compliance, and variance between the specified and proposed product shall be provided.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, easements, right-of- way agreements and the Contract Documents. The Contractor shall not unreasonably encumber the site, in the opinion of the Owner, with any materials, equipment or trailers nor shall he block the entrances or otherwise prevent reasonable access to the site, other working and parking areas, completed portions of the Work and/or properties, storage areas, areas of other facilities that are adjacent to the worksite. If the Contractor fails or refuses to move said material, equipment or trailers within 24 hours of notification by the Owner, to so do, the Owner shall have the right, without further notice, to remove, at the Contractor's expense, any material, equipment and/or trailers which the Owner deems are in violation of this paragraph.

3.14 CUTTING AND PATCHING OF WORK

3.14.1 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation.

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3.14.2 Existing structures and facilities including but not limited to building, utilities, topography, streets, curbs, walks, etc., that are damaged or removed due to required excavations or other construction work, shall be patched, repaired or replaced by the Contractor to satisfaction of the Design Consultant and the Owner of such structures and facilities and authorities having jurisdiction.

3.15 CLEANING UP

3.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. If the Contractor fails to clean up during or at the completion of the Work, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 INDEMNIFICATION

3.16.1 To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, and hold harmless the Owner and the Design Consultant and their agents, representatives, and employees from and against all claims, actions, judgments, costs, liabilities, penalties, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or caused by any negligent act, error, omission or breach of this Agreement by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The above obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this Paragraph 3.16. The parties agree that this indemnification clause is an “evidence of indebtedness” for purpose of N.C. Gen. Stat. § 6-21.2. The parties also specifically acknowledge that the Owner is a public body and it is the intent of the parties that the Owner not incur any expenses when the Contractor is solely responsible for the claims. Contractor’s indemnity obligations to Owner in the Contract Documents shall survive the expiration or termination of the Contract Documents.

3.16.2 In any and all claims against the Owner or the Design Consultant or any of their agents, representatives, or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.16 shall not be limited in any way by Contractor’s insurance coverage required herein.

3.16.3 No provision of this Paragraph 3.16 shall give rise to any duties on the part of the Design Consultant or the Owner, or any of their agents, representatives, or employees.

3.18 CONDITIONS AFFECTING THE WORK

3.18.1 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions, which can affect the Work or the cost thereof. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of his officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

3.19 MISCELLANEOUS.

3.19.1 The Contractor shall provide documentation acceptable to the Owner showing the amount of MBE participation (including a complete list of all subcontractors and their final subcontract amounts) and sales tax paid by the Contractor and its subcontractors for materials purchased for Projects completed under this contract. The Contractor agrees to comply with the all of the Owner’s policies at all times that the Contractor, its subcontractors and employees are on the Owner’s property. The Contractor acknowledges that the Owner’s policies can be accessed and viewed at the Owner’s website (www.bcswan.net) . The Contractor shall comply with the Owner’s site or school building access procedures when working on any existing school campus.

3.20 APPLICABLE LAWS.

3.20.1 This Contract and the relationship of the parties shall be governed by the laws of the state of North Carolina.

3.20.2 Contractor shall comply with all applicable laws and regulations in providing services under this Contract. Contractor shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. The Contractor represents that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North

Carolina General Statutes) requiring use of the E-Verify system. The Contractor further warrants that it will use the E-Verify system to verify employment eligibility of all its employees throughout the term of this Contract, and that it will remain in compliance with all I-9 requirements throughout the term of this Contract. The Contractor shall also ensure that any subcontractors use the E-Verify system at all times while providing subcontracted services in connection with this Contract. Contractor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the school system. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

3.20.3 The Contractor also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. The Contractor shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation prior to substantial completion; or (4) new school construction sites prior to substantial completion. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Contractor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at http://www.nsopw.gov/. The Contractor shall provide certification on the Sexual Offender Registry Check Certification Form (attached as Appendix C) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. With each pay application, the Contractor shall provide an updated list of all Project subcontractors, identifying the date the subcontractor is anticipated to first be on the site, and the status of receipt of the Completed Sexual Offender Registry Check Certification Form from each subcontractor. The Contractor shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, the Contractor agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. The Contractor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. The Contractor shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. The Contractor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the Owner upon request. The Contractor specifically acknowledges that the Owner retains the right to audit these records to ensure compliance with this section at any time in the Owner's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Agreement. In addition, the Owner may conduct additional criminal records checks at the Owner's expense. If the Owner exercises this right to conduct additional criminal records checks, the Contractor agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the Owner for all contractual personnel who may deliver goods or perform services under this Agreement. The Contractor further agrees that it has an ongoing obligation to provide the Owner with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The Owner reserves the right to prohibit any contractual personnel of the Contractor from delivering goods or providing services under this Agreement if the Owner determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

3.20.4 Anti-Nepotism. Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Board of Education or of any principal or central office staff administrator employed by the Board. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Contractor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Contractor shall immediately disclose the family relationship in writing to the Superintendent of the Schools. Unless formally waived by the

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Board, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to Contractor.

3.20.5 Restricted Companies Lists. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

3.21 COMPLIANCE WITH BOARD POLICIES AND PROCEDURES

The Contractor acknowledges that Board policies are available for review at the Owner's website and agrees to comply with the policies. The Contractor also agrees to comply with the following provisions:

3.21.1 The Contractor, its Subcontractors and employees shall not possess or carry, whether openly or concealed, any gun, rifle, pistol, or explosive on any property owned by the Owner. This includes firearms locked in containers, vehicles or firearm racks within vehicles. The Contractor, its Subcontractors and employees shall not cause, encourage or aid a minor, who is less than 18 years old to possess or carry, whether openly or concealed, any weapons on any property owned by the Owner.

3.21.2 The Contractor, its Subcontractors and employees, are prohibited from profane, lewd, obscene or offensive conduct or language, including engaging in sexual harassment.

3.21.3 The Contractor and its Subcontractors shall not manufacture, transmit, conspire to transmit, possess, use or be under the influence of any alcoholic or other intoxicating beverage, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or anabolic steroids, or possess, use, transmit or conspire to transmit drug paraphernalia on any property owned by the Owner.

3.21.4 The Contractor and its Subcontractors may not at any time use or display tobacco or nicotine-containing products, including but not limited to electronic cigarettes (e-cigarettes), on school premises, both indoor and outdoor. The prohibition of the display of tobacco or nicotine products shall not extend to a display that has a legitimate instructional or pedagogical purpose. For purposes of this Contract, "tobacco product" is defined to include cigarettes, cigars, blunts, bidis, pipes, chewing tobacco, snuff, and any other items containing or reasonably resembling tobacco, tobacco products, or any facsimile thereof. "Tobacco use" includes smoking, chewing, dipping, or any other use of tobacco products.

3.21.5 The Contractor, its Subcontractors and employees shall not solicit from or sell to students or staff within the Owner's facilities or campuses, and shall not give gifts of any value to school system employees.

3.21.6 Operators of all commercial vehicles on any property owned by the Owner shall be subject to post-accident, random, reasonable suspicion and follow-up testing for drugs and alcohol.

3.21.7 The Contractor, its Subcontractors and employees are prohibited from using access to the site pursuant to this Agreement as a means to date, court, or enter into a romantic or sexual relationship with any student enrolled in the School System. The Contractor agrees to indemnify the Owner for claims against the Owner resulting from relationships which have occurred or may occur between a student and an employee of the Contractor or Subcontractor.

3.22 MINORITY AND HISTORICALLY UNDERUTILIZED BUSINESS

If the Contract Sum is $300,000 or greater, the Contractor shall make a good faith effort to utilize minority and Historically Underutilized Businesses (HUBs) as defined and required in N.C. Gen. Stat. 143-128.2 to -128.4. The Contractor shall identify in the list of its Subcontractors, those Subcontractors that are (HUBs) and indicate the portion of the Work that each Subcontractor will perform. If during the duration of the Project, the Contractor effects a substitution for any Subcontractor, or if additional subcontract opportunities become available, the Contractor shall make a good faith effort to utilize HUBs. The Contractor shall submit with each Application for Payment a list of those HUBs whose work is included in the application and the amount due

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each. Failure or refusal of the Contractor to submit the required information on HUBs shall be grounds to withhold payment.

END OF ARTICLE 3

ARTICLE 4

SUBCONTRACTORS

4.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

4.1.1 The Contractor, in compliance with the requirements of the Contract Documents, shall furnish in writing to the Owner the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity.

4.1.2. The Contractor shall identify in the list of names of the Subcontractors proposed, those Subcontractors that are Minority Business Enterprises and the date each is planned to begin work on the project. If during the duration of the project, the Contractor effects a substitution for any Subcontractor, or if additional subcontract opportunities become available, the Contractor shall make a good faith effort to utilize Minority Business Enterprises. At the completion of the project, the Contractor shall provide documentation acceptable to the Owner showing the amount of MBE participation (including a complete list of all subcontractors and their final subcontract amounts).

END OF ARTICLE 4

ARTICLE 5

WORK BY OWNER OR BY SEPARATE CONTRACTORS

5.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

5.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract.

5.2 MUTUAL RESPONSIBILITY

5.2.1 Should the Contractor cause damage to the work or property of the Owner or of any separate contractor on the Project, or to other work on the Site, or delay or interfere with the Owner's work on ongoing operations or facilities or adjacent facilities or said separate contractor's work, the Contractor shall be liable for the same; and, in the case of another contractor, the Contractor shall attempt to settle said claim with such other contractor prior to such other contractor's institution of litigation or other proceedings against the Contractor.

5.2.2 Should a separate contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present directly to said separate contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the Owner) and shall attempt to settle its claim against said separate contractor prior to the institution of litigation or other proceedings against said separate contractor.

5.2.3. In no event shall the Contractor seek to recover from the Owner or the Design Consultant, and the Contractor hereby waives any claims against the Owner and Design Consultant relating to any costs, expenses (including,

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but not limited to, attorney's fees) or damages or other losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused by any separate contractor.

5.3 COORDINATION OF THE WORK

5.3.1 By entering into this contract, Contractor acknowledges that there may be other contractors on the site whose work will be coordinated with that of his own. Contractor expressly warrants and guarantees that he will cooperate with other contractors and will do nothing to delay, hinder or interfere with the work of other separate contractors, the Owner or Design Consultant. Contractor also expressly agrees that, in the event his work is hindered, delayed, interfered with or otherwise affected by a separate contractor, his sole remedy will be a direct action against the separate contractor as described in this Article 5. Contractor will have no remedy, and hereby expressly waives any remedy, against the Owner and/or the Design Consultant on account of delay, hindrance, interference or other event caused by a separate contractor.

END OF ARTICLE 5

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 GOVERNING LAW

6.1.1 This contract shall be governed by the law of the State of North Carolina. The Contractor and Owner agree that county where the Project is located shall be the proper venue for any litigation arising out of this Agreement.

6.1.2 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly or fully inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

6.2 CLAIMS AND DAMAGES

6.2.1 Should the Contractor or any of its Subcontractors suffer injury or damage to person or property because of any act or omission of the Owner or Design Consultant, or of any of their employees, agents or others for whose acts either is legally liable, the claim on behalf of the Contractor or its subcontractors shall be made in writing to the Owner within 10 days after the first observance of such injury or damage; otherwise, the Contractor shall have waived any and all rights he may have against the Owner or the Design Consultant, or their employees, representatives and agents. The Contractor shall indemnify, defend and hold the Owner harmless from any claim by a Subcontractor that is waived because it is not filed in strict conformance with this paragraph or any other provision of this Agreement regarding claims.

6.4 RIGHTS AND REMEDIES

6.4.1 The duties and obligations of the Contractor imposed by the Contract Documents and the rights and remedies of the Owner available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

6.4.2 Except as may be specifically agreed in writing, the failure of the Owner or the Design Consultant to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract, or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provisions or right(s) or of the right to subsequently demand such strict performance or exercise such right(s), and the rights shall continue unchanged and remain in full force and effect.

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6.4.3 The Contractor agrees that he can be adequately compensated by money damages for any breach of this Contract which may be committed by the Owner and hereby agrees that no default, act, or omission of the Owner or the Design Consultant, except for failure to make progress payments as required by the Contract Documents, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the Owner shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which he might otherwise be or become entitled, save only his right to money damages.

6.4.4 Contractor and Owner acknowledge that the Contract Documents shall not be construed against Owner due to the fact that they may have been drafted by Owner. For purposes of construing the Contract Documents, both Contractor and Owner shall be considered to have jointly drafted the Contract Documents.

6.4.5 In the event that Owner incurs attorney's fees or litigation expenses in connection with enforcing or protecting its rights under the Contract Documents or defending any claim or lawsuit brought against it arising out of the Work or the Contract Documents, Contractor shall reimburse Owner for such reasonable attorney's fees and expenses.

6.5 TESTS

6.5.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner timely notice of its readiness so the Design Consultant and the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals, except the Contractor shall be responsible for the cost of any reinspection, including the rescheduling of an inspection requested by the Contractor prior to proper the completion of the work to be inspection.

6.5.2 Unless otherwise stipulated in other Contract Documents, the Contractor shall pay for all utilities required for testing of installed equipment of all of his work and work of each Subcontractor. Boiler fuel other than gas shall be provided by Subcontractor furnishing boilers. Labor and supervision required for making such tests shall be provided at no additional cost to the Owner.

6.5.3 If the Design Consultant or the Owner determines that any Work requires special inspection, testing, or approval which Subparagraph 6.5.1 does not include, the Owner will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 6.5.1. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including compensation for the Design Consultant's and Owner's additional construction management expenses made necessary by such failure.

6.6 UNENFORCEABILITY OF ANY PROVISION

6.6.1 If any provision of this Contract is held as a matter of law to be unenforceable or unconscionable, the remainder of the Contract shall be enforceable without such provision.

6.7 ATTORNEYS' FEES AND OTHER EXPENSES

6.7.1 The Contractor hereby agrees that he will not submit, assert, litigate or otherwise pursue any frivolous or unsubstantiated claims or claims he has specifically waived under the terms of the Contract Documents. In the event that the Contractor's or its Subcontractor's claims, or any separate item of a claim, is without substantial justification, the Contractor shall reimburse the Owner or Design Consultant for all costs and expenses associated with defending such claim or separate item, including but not limited to, attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction

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management expenses, or services and any other consultant costs.

6.7.2 If the Contractor breaches any obligation under the Contract Documents, the Contractor shall reimburse the Owner and Design Consultant for all costs and expenses incurred by the Owner relating to such breach, including but not limited to attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction management expenses, and any other consultant costs.

6.7.3 If the Owner or Design Consultant prevails in a claim brought against the Contractor, including but not limited to, claims for fraud or misrepresentation, overpayment, defective work, delay damages, and recovery of termination expenses, the Contractor shall reimburse the Owner and Design Consultant for all costs and expenses incurred by them relating to such claim, including but not limited to attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction management expenses, and any other consultant costs.

END OF ARTICLE 6

ARTICLE 7

TIME

7.1 DEFINITIONS

7.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial and Final Completion of the Work, as defined in Subparagraph 7.1.3 and 7.1.4, including any allowances and alternates. The Contractor shall complete his Work within Contract Time, unless the Contract Time is modified.

7.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein. The Contractor shall not commence Work or store materials or equipment on site until written Notice to Proceed is issued or until the Contractor otherwise receives the Owner's written consent.

7.2 DELAYS AND EXTENSIONS OF TIME

7.2.1 The time during which the Contractor or any of its subcontractors delayed in the performance of the Work by the acts or omissions of the Owner, Design Consultant or their employees or agents, acts of God, unusually severe and abnormal climatic conditions, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotions or freight embargoes, or other conditions beyond the Contractor's or its subcontractors' control and which the Contractor or its subcontractors could not reasonably have foreseen and provided against, shall be added to the time for completion of the Work (i.e., the Contract Time) stated in the Owner-Contractor Agreement; provided, however, that no claim by the Contractor for an extension of time for delays will be considered unless made in strict compliance with the requirements of this Article and other provisions of the Contract Documents.

7.2.1.1 For excessive inclement weather, the Contract Time will not be extended due to reasonably anticipated inclement weather or for delays in the aftermath of inclement weather, reasonably anticipated or excessive. The time for performance of this Contract, as stated in the Contract Documents, includes an allowance for calendar days which may not be available for construction out-of-doors; for the purposes of this Contract, the Contractor agrees that the number of calendar days per month based on a five-year average shall be considered reasonably anticipated inclement weather and planned for in the construction schedule per the Contract. Unless the Contractor can substantiate to the satisfaction of the Owner that there was greater than the reasonably anticipated inclement weather considering the time from the notice-to-proceed until the building is enclosed using data from the national weather service station at ILM Airport or a weather station acceptable to the Owner and that such alleged greater than reasonably anticipated inclement weather actually delayed the Work or

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portions thereof which had an effect upon the Contract Time, the Contractor shall not be entitled to an extension of time.

Also the Contractor agrees that the calculation of the number of excessive inclement weather days shall be the number of days in excess of the five-year average for each month, in which precipitation exceeded one tenth (.10) inch, or in which the highest temperature was 32 degrees F or less as recorded at the approved weather station. Rain days from hurricanes and tropical storms not causing damage in in the county where the Project is located shall be deemed inclement weather days.

If the total accumulated number of calendar days lost to excessive inclement weather, from the notice-to-proceed until the building is enclosed, exceeds the total accumulated number to be reasonably anticipated for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. No extension of time will be made for days due to excessive inclement weather occurring after the building is enclosed or for contracts that do not include work out of doors that is not on the critical path. For the purpose of this Contract, the term "enclosed" is defined to mean when the building is sufficiently roofed and sealed, either temporarily or permanently, to permit the structure to be heated and the plastering and dry-wall trades to work. The Design Consultant shall determine when the structure is "enclosed". Upon the request of either party, the Design Consultant shall issue a letter certifying to the Owner, with a copy to the Contractor, stating the date the building became enclosed. No change in Contract Sum will be authorized because of adjustment of Contract time due to excessive inclement weather.

7.2.2 Should a time extension be granted for Substantial Completion the date for Final Completion shall be appropriately adjusted unless specifically stated otherwise.

7.2.3 Neither the Owner nor the Design Consultant shall be obligated or liable to the Contractor or its Subcontractors for, and the Contractor hereby expressly waives any claims against the Owner and the Design Consultant on account of any indirect or direct damages, costs or expenses of any nature which the Contractor, its Subcontractors, or Sub-subcontractors or any other person may incur as a result of any delays, interferences, changes in sequence or the like, which are reasonable, foreseeable, contemplated, or avoidable by Contractor, and it is understood and agreed that the Contractor's sole and exclusive remedy in any such events shall be an extension of the Contract Time in accordance with the Contract Documents, unless the delays, interferences, changes in sequence or the like arise solely from or out of any act or omission of the Owner or the Design Consultant, or their agents, employees, consultants or independent. The Contractor shall not be entitled to any damages or extensions of time pursuant to this section for concurrent delays for which the Contractor is at least partially responsible.

7.2.4 Subject to other provisions of the Contract Documents, the Contractor may be entitled to an extension of the Contract Time (but no increase in the Contract Sum) for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, his Subcontractors or suppliers, unless caused solely by the Owner or Design Consultant

7.2.5 The Contractor and its subcontractors shall not be entitled to and hereby expressly waives any extension of time resulting from any condition or cause unless said claim for extensions of time is made in writing to the Owner within ten (10) days of the first instance of delay.

END OF ARTICLE 7

ARTICLE 8

PAYMENTS AND COMPLETION

8.1 SCHEDULE OF VALUES

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8.1.1 Before the first Application for Payment, the Contractor shall submit to the Owner a schedule of values allocated to the various portions of the Work.

8.2 APPLICATIONS FOR PAYMENT

8.2.1 Prior to the date for each progress payment established in the Owner-Contractor Agreement, the Contractor, shall submit to the Owner an itemized Application for Payment including a completed Contractor's Sales Tax Report (attached hereto as Appendix A) for all items provided by the Contractor or any Subcontractors included in the application. The Contractor shall also certify that he has paid all due and payable amounts for which previous certificates for payment were issued and payments received from the Owner and that the work for which payment is requested has been completed.

8.2.2 The Owner will retain funds from each progress payment to the maximum extent allowed by N.C. General Statute 143-134.1 until the Work is finally completed and accepted, whether or not the Owner has occupied any or all of the Project before such time. If a reduction in retainage has been made or the Owner stops withholding retainage for any reason, the Owner may increase or commence the retainage as authorized by N.C. Gen. Stat. 143-134.1.

8.2.3 Owner will be under no obligation to make payment to the Contractor on account of materials or equipment not incorporated in the Work. Materials once paid for by the Owner become the property of the Owner and may not be removed from the work site without the Owner's written permission.

8.2.4 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 8 as "liens".

8.2.5 All invoices shall show the following:
.1 Total amount of contract
.2 Amount of change orders
.3 Total value of completed work
.4 Amount retained by Owner
.5 Amount due Contractor

8.3 CERTIFICATES FOR PAYMENT

8.3.1 By signing a Certificate for Payment, the Design Consultant shall not thereby be deemed to represent that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that it has reviewed the construction means, methods, techniques, sequences, or procedures, or that it has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

8.4 PROGRESS PAYMENTS

8.4.1 The Contractor shall promptly pay each Subcontractor (including suppliers, laborers, and material-men) performing labor or furnishing material for the Work, upon receipt of payment from the Owner.

8.4.2 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

8.4.3 The Contractor shall not submit more than one pay application during any 30-day period.

8.5 PAYMENTS WITHHELD

8.5.1 The Design Consultant may decline to certify payment and may withhold their Certificate in whole or in part, to

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the extent the Design Consultant deems necessary to reasonably protect the Owner from loss associated with unsatisfactory job progress, defective construction, disputed work, claims or any other similar issue. The Design Consultant may also decline to certify payment if the Contractor fails to provide Subcontractor information regarding the use of HUBs and/or sexual registry checks. If the Design Consultant is unable to make representations to the Owner and to certify payment in the amount of the Application, it will notify the Contractor as provided herein. The Design Consultant may also decline to certify payment because of subsequently discovered evidence or subsequent observations that may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in its opinion to protect the Owner from loss.

8.6 FAILURE OF PAYMENT

8.6.1 Payments due and unpaid under the Contract Documents shall not bear interest.

8.7 SUBSTANTIAL COMPLETION

8.7.1 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Design Consultant and Owner when the Work or a designated portion thereof is sufficiently complete, in accordance with the Contract Documents, so Owner can fully occupy and utilize the Work for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for Owner's full use may remain for Final Completion. The Contractor shall be solely responsible for the cost to repair or replace any work damaged or destroyed prior to the Date of Substantial Completion.

8.7.2 When the Design Consultant and the Owner on the basis of an inspection jointly determine that the Work or designated portion thereof is substantially complete, they will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Contractor shall provide operation & maintenance manuals, and operation training to the Owner as required by the Contract Documents prior to Substantial Completion. The Owner's occupancy of incomplete work shall not alter the Contractor's responsibilities pursuant to this section.

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

8.7.4 The issuance of the Certificate of Substantial Completion does not indicate final acceptance of the project by the Owner, and the Contractor is not relieved of any responsibility for the project except as specifically stated in the Certificate of Substantial Completion.

8.7.5 There will be two inspections by the Design Consultant at Substantial Completion:

.1 To generate a list of items to be completed or corrected before Owner takes possession of the Work.
.2 To check that the list of items has been completed before issuing Final Payment.

Any additional inspections by the Design Consultant requested by Contractor to complete the Punch List shall result in money being withheld from the Final Payment to cover the cost of these additional inspections.

8.8 FINAL COMPLETION AND FINAL PAYMENT

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8.8.1 The date of Final Completion of the work is the date certified by the Design Consultant and the Owner when the Work is totally complete, to include punch list work, in accordance with the Contract Documents and the Owner may fully occupy and utilize the work for the use for which it is intended. The issuance of a temporary or final certificate of occupancy shall not, in itself, constitute Final Completion.

8.8.1.1 When the Design Consultant and the Owner find the Work acceptable under the Contract Documents and the Contract fully performed, they will approve a final Certificate of Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable, except for an amount mutually agreed upon for any work remaining incomplete or uncorrected for which the Owner is entitled a credit under the Contract Documents. If the Design Consultant and the Owner find the Work to be incomplete or unacceptable, the costs of reinspections shall be paid by the Contractor.

8.8.2 Final Payment shall not become due until the Contractor provides to the Design Consultant and Owner: three (3) copies of any of the following required:

.1 Final Change Order
.2 Final Application for Payment
.3 Consent of Surety to Final Payment - AIA G707(if applicable)
.4 Contractor's Affidavit of Release of Liens - AIA G706A
.5 Contractor's Affidavit of Payment of Debts and Claims - AIA G706;
.6 Certificate of Occupancy (if applicable)
.7 Contractor's Warranty, notarized
.8 Warranty Summary Sheet with Original Warranties (if not included in O & M Manuals)
.9 Certification Letter from Contractor that no Asbestos-Containing Materials were used on the project
.10 Final List of Subcontractors (name, address, phone, email, fax nos.)
.11 Record Drawings (As-Built) - 1 set
.12 Operation and Maintenance Manuals - 3 sets
.13 Other project close-out submittals, as required by the Contract Documents.

8.8.3 Neither the final payment nor the remaining retained percentage shall become due until the Work is free and clear of any and all liens and the Contractor submits to the Owner:

.1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied;

.2 if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner; and

.3 As-built drawings, and other project closeout submittals, as required by the Owner.

8.8.4 The making of final payment shall constitute a waiver of all claims by the Owner against the Contractor except those arising from:

.1 unsettled liens, and claims against the Owner or the Design Consultant, or their employees, agents, or representatives,

.2 faulty, defective or non-conforming Work discovered or appearing after Substantial or Final Completion,

.3 failure of the Work to comply with the requirements of the Contract Documents,

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.4 terms of any warranties contained in or required by the Contract Documents,

.5 damages incurred by the Owner resulting from lawsuits brought against the Owner, the Design Consultant, or their agents, employees or representatives because of failures or actions on the part of the Contractor, his Subcontractors, Sub-subcontractors, or any of their employees, agents or representatives, or

.6 fraud or bad faith committed by the Contractor or any subcontractor or supplier during performance of work but discovered by Owner after Final Payment.

8.8.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment

8.9 LIQUIDATED DAMAGES

8.9.1 Should the Contractor fail to substantially complete the Work on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by Owner), he shall pay the Owner, as Substantial Completion liquidated damages the daily amount stated in the Supplementary Conditions for each consecutive calendar day that terms of the contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Contractor to complete work within time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

8.9.2 For each consecutive calendar day that the Work remains incomplete after the date established for Final Completion, the Contractor shall pay or Owner will retain the daily amount stated in the Supplementary Conditions as Final Completion Liquidated Damages from the compensation otherwise to be paid to the Contractor. This amount is the minimum measure of damages the Owner will sustain due to the delay in the completion of all remedial work, the delay in the correction of the deficient work, the disruption to the school and the learning environment, the cost of contract management time and resources, administration time, and the inability to use the facilities fully. This amount is in addition to the liquidated damages prescribed above for Substantial Completion.

8.9.3 The amount of liquidated damages set forth in the corresponding Supplementary Conditions shall be assessed cumulatively. The items of cost included in the assessment of liquidated damages are as defined above. This provision for liquidated damages does not bar Owner's right to enforce other rights and remedies against Contractor, including but not limited to, specific performance or injunctive relief.

8.10 OWNER'S RIGHT TO OCCUPY INCOMPLETE WORK

8.10.1 Should the Project, or any portion thereof, be incomplete for Substantial or Final Completion at the scheduled date or dates, the Owner shall have the right to occupy any portion of the Project. In such an event, the Contractor shall not be entitled to any extra compensation on account of said occupancy by the Owner or by the Owner's normal full use of the Project, nor shall the Contractor interfere in any way with said normal full use of the Project. Further, in such an event, the Contractor shall not be entitled to any extra compensation on account of the Owner's occupancy and use of the Project, nor shall the Contractor be relieved of any responsibilities of the Contract including the required times of completion and property insurance coverage, unless specifically altered by the Owner in writing. Such occupancy by the Owner shall not, in itself, constitute Substantial or Final Completion.

END OF ARTICLE 8

ARTICLE 9

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INSURANCE AND BONDS

9.1.1 CONTRACTOR'S INSURANCE AND BONDS

The Contractor shall purchase and maintain in companies properly licensed by the Insurance Department of the State of North Carolina and acceptable to the Owner such insurance as will protect him, the Owner, and the Owner's agents, representatives, and employees from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include:

9.1.1.1 Worker's Compensation including Occupational Disease and Employer's Liability Insurance

.1 Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws

.2 Employer's Liability
$1,000,000 Each Accident
$1,000,000 Policy Limit
$1,000,000 Each Employee

9.1.1.2 Commercial General Liability (Occurrence Form) - The Contractor shall provide during the life of this Contract such Commercial General Liability (Occurrence Form) Insurance as shall protect Contractor and any Subcontractor performing work under this Contract from claims for damages for Bodily Injury including accidental death, as well as from claims for Property Damage which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them. This insurance shall be on the Standard Insurance Services Office, Inc. (ISO) Commercial Liability Occurrence Form. The Contractor shall procure insurance coverage for direct operations, sublet work, elevators, **contractual liability** and completed operations with limits not less than those stated below:

A Combined Single Limit for Bodily Injury, Property Damage and Personal Injury of:

$2,000,000	General Aggregate (except Products - Completed Operations) Limit
$2,000,000	Products - Completed Operations Aggregate Limit
$1,000,000	Personal and Advertising Injury Limit
$1,000,000	Each Occurrence Limit

9.1.1.3 Property Damages, including Broad Form Property Damage and Explosion, Collapse, Underground property damage coverages, and blasting, where necessary.

9.1.1.4 Completed Operations Liability: Continuous coverage in force for one year after completion of Work.

9.1.1.5 Commercial Automobile Insurance, including coverage for owned, non-owned and hired vehicles - with limits not less than a Combined Single Limit for Bodily Injury and Property Damage of $1,000,000.

9.1.1.6 Umbrella Liability Insurance: Policy to 'pay on behalf of the Insured' with Limits of Liability: $1,000,000.

9.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Owner. Failure to provide such notice shall not limit the liability of the Insurer, its agents or representatives.

9.3 All insurance policies required in this Article, except Worker's Compensation and Commercial Automobile, shall name the Owner as additional named insured for the insurance.

9.4 Contractor shall not commence work under this Contract until he has obtained all the insurance and bonds required under Article 9 of this Contract and until such insurance and bonds have been approved by the

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Owner, nor shall Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by Owner shall not relieve or decrease the liability of Contractor hereunder.

9.5 The Commercial General Liability and Workers Compensation Policies provided by Contractor shall have endorsements waiving subrogation against Owner.

9.6 PROPERTY INSURANCE. Contractor shall provide the following property insurance through at least Substantial Completion of the Project:

9.6.1 Unless stated otherwise in the Supplemental Conditions, Contractor shall purchase and at all times maintain such insurance as will protect Contractor, Owner, Subcontractors and Sub-subcontractors from loss or damage to Work or property in the course of construction, including all machinery, materials and supplies on the premises or in transit thereto and intended to become a part of the finished work until Final Completion. This insurance shall be in the form of 'Builder's Risk Covered Cause of Loss Form' to include, but not limited to, theft, collapse, earth movement and flood. Any deductible provision in such insurance shall not exceed $5,000.00. Notwithstanding any such deductible provision, Contractor shall remain solely liable for the full amount of any item covered by such insurance.

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

9.7 Owner shall be under no obligation to review any Certificates of Insurance provided by Contractor, or to check or verify Contractor's compliance with any and all requirements regarding insurance imposed by the Contract Documents. Contractor is fully liable for the amounts and types of insurance required herein and is not excused should any policy or certificate of insurance provided by Contractor not comply with any and all requirements regarding insurance imposed by the Contract Documents.

9.8 All insurance companies providing the above insurance shall be licensed by the Insurance Department of the State of North Carolina and maintain a rating by AM Best or a similar rating company with a minimum of an "A-" rating.

9.9 PERFORMANCE AND PAYMENT BONDS

"If required by law, or in the Supplemental Conditions or the Contract Documents, Contractor must provide performance and payment bonds each in the amount of the Contract Sum. Such bonds shall be on forms acceptable to Owner and issued by surety companies licensed to do business in North Carolina and having a rating of at least AM Best "A" rating. Contractor may, at its option, make deposit in the form of certified check with Owner in lieu of the performance and payment bonds in an amount equal to the Contract Sum for each such bond, for a total of 200% of the Contract Sum."

9.10 Risk of Loss: Contractor shall bear the risk of loss in the event that any of the Work is stolen, lost, damaged or destroyed prior to the Final Completion of the Work, the issuance of a final Certificate of Occupancy, and acceptance of the Work by the Owner. If any of the Work is stolen, lost, damaged, or destroyed prior to Final Completion, the issuance of a final Certificate of Occupancy, and acceptance of the Work by the Owner, due to any reason except the intentional or reckless acts of Owner or Owner's authorized agents, Contractor shall bear the full cost of repairing or replacing all such Work, including all equipment and materials. Contractor should purchase his own insurance to cover this risk if required by the Contract Documents or otherwise if the Contractor so chooses.

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END OF ARTICLE 9

ARTICLE 10

CHANGES IN THE WORK

10.1 CHANGE ORDERS/CONSTRUCTION CHANGE DIRECTIVE

10.1.1 The Owner may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work or add to the Work within the general scope of the Contract.

10.1.2 A Change Order is a document executed pursuant to this Article when the Owner and Contractor agree to Changes in the Work, the Contract Sum, the Contract Time and any other change in the Contract by written agreement signed by Owner, Contractor and Design Consultant designated or indicated to be a Change Order. If the Contractor, subsequent to the issuance of a Construction Change Directive, agrees to its terms including any applicable adjustment to the Contract Sum and Contract Time, Contractor shall sign it and it shall become a Change Order.

10.1.3 A Construction Change Directive is a written order prepared by the Design Consultant and signed by the Owner and Design Consultant, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both.

10.2 OWNER DIRECTED CHANGES REQUIRING AN INCREASE IN CONTRACT SUM.

10.2.1 If the Change in the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work).

If the Owner elects to have the Change in the Work performed on a lump sum basis, its election shall be based on a lump sum Proposal which shall be submitted by the Contractor to the Owner within seven (7) days of the Contractor's receipt of a request therefore (but the Owner's request for a lump sum Proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis). The Contractor's Proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor or material total will be acceptable) and shall be accompanied by signed Proposals of any Subcontractors who will perform any portion of the Change in the Work and of any persons who will furnish materials or equipment for incorporation therein. The Proposal shall also include the Contractor's estimate of the time required to perform said changes. The Contractor shall provide any documentation that may be requested by the Owner or Design Consultant to support the change proposal, including but not limited to payroll records, insurance rates, material quotes, and rental quotes. The Change Proposal Forms attached as Appendix B shall be used to submit change proposals on the Project.

The portion of the Proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include reasonably anticipated gross wages of job site labor, including foremen, who will be directly involved in the Change in the Work (for such time as they will be so involved), plus payroll costs (including premium costs of overtime time, if overtime is anticipated, Social Security, Federal or State unemployment insurance taxes and fringe benefits required by collective bargaining agreements entered into by the Contractor or any such Subcontractor in connection with such labor) and up to fifteen percent (15%) of such anticipated gross wages, but not payroll costs, as overhead and profit for the Contractor or any such Subcontractor, as applicable (said overhead and profit to include all supervision except foremen). Payroll costs are limited to 39% of the net pay of the worker.

The portion of the Proposal relating to materials may include the reasonably anticipated direct costs to the

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Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the Change in the Work, plus transportation and applicable sales and use taxes and up to fifteen percent (15%) of said direct material costs as overhead and profit for the Contractor or any such Subcontractor (said overhead and profit to include all small tools), and may further include the Contractor's and any of its Subcontractor's reasonably anticipated rental costs in connection with the Change in the Work (either actual or discounted local published rates), plus up to eight percent (8%) thereof as overhead and profit for the Contractor or any such Subcontractors, as applicable. The Contractor shall provide an itemized breakdown of all transportation and shipping costs, including receipts documenting the expenses. Notwithstanding the above, overhead and profit shall not be applied to any sales tax paid for any purpose or to any transportation or shipping costs incurred by the Contractor or any subcontractor. If any of the items included in the lump sum Proposal are covered by unit prices contained in the Contract Documents, the Owner may, if it requires the Change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum Proposal, in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices.

The lump sum Proposal may include up to eight percent (8%) of the amount which the Contractor will pay to any of its Subcontractors for Changes in the Work as overhead and profit for the Contractor. The Contractor shall not be reimbursed for the costs of the Subcontractors' Payment and Performance Bonds, as such bonding is not required by the Owner.

10.2.2 In the event that (1) the parties are unable to agree as to the reasonable cost and time to perform the Change in the Work based upon the Contractor's Proposal and the Owner does not elect to have the Change in the Work performed on a time and material basis, (2) the Contractor fails to submit his Proposal within the designated period, or (3) the Work needs to begin immediately, the Owner may choose to make a determination of the reasonable cost and time to perform the Change in the Work, based upon its own estimates, the Contractor's submission or a combination thereof. A Construction Change Directive shall be issued in this case for the amounts of cost and time determined by the Owner and shall become final and binding upon the Contractor, subject to Contractor's right to dispute such action in accordance with Paragraph 10.9. Owner has the right to direct by Construction Change Directive a Change in the Work, which is the subject of such Change Order. Failure of the parties to reach agreement regarding the cost and time of the performing the Construction Change Directive, shall not relieve the Contractor from performing the Change in the Work promptly and expeditiously.

10.2.2.1 The Owner reserves the right to reject the Contractor's Proposal for a Change in the Work and to elect to perform said Work using a Separate Contractor. Under such circumstances, all provisions of Article 6 shall be in force.

10.2.3 If the Owner elects to have the Change in the Work performed on a time and material basis or on a time and material basis with a not to exceed amount, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendence of any nature whatsoever, including foremen, or the cost, use or rental of tools or plant), plus fifteen percent (15%) thereof as the total overhead and profit (except that said fifteen percent (15%) shall not be applied against any payroll costs, as set forth in Paragraph 10.2.1.). If the Owner and Contractor agree upon a not to exceed amount, it shall be clearly identified in the Change Order or change proposal form and shall be the maximum amount paid by the Owner for the identified work. The Contractor shall submit to the Owner daily time and material tickets, on a daily basis to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification of labor employed (and names and social security numbers), the materials used, the equipment rented (not tools) and such other evidence of cost as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The failure of the Contractor to secure any required authentication shall, if the Owner elects to treat it as such, constitute a waiver by the Contractor of any Claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgment by

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the Owner that the items thereon were reasonably required for the Change in the Work.

10.2.3.1 The Contractor may only bill for all or a portion of work performed on a time and material basis if the work has been completed, accepted and properly documented to the Owner and Design Consultant's satisfaction.

10.2.4 No overhead and profit will be paid by the Owner on account of a Change in the Work except as specifically provided in Section 10.2. Overhead and profit, as allowed under Section 10.2, shall be deemed to include all costs and expenses which the Contractor or any of its Subcontractors may incur in the performance of a Change in the Work and which are not otherwise specifically recoverable by them pursuant to Section 10.2.

10.3 CONTRACTOR NOTICE OF CHANGE

10.3.1 If the Contractor or any of its Subcontractors asserts that any event or occurrence has caused a change in or addition to the Work which change causes an increase or decrease in the Contractor's or its Subcontractors' cost or the time required for the performance of any part of the Work under the Contract, including Work not affected directly by the change, the Contractor shall, within ten (10) days of such event, give the Owner written notice as herein required. Said notice shall include the instructions or circumstances that are the basis of the claim and the Contractor's best estimate of the cost and time involved.

10.3.2 If the Contractor intends to assert a claim under this Article, he must, within ten (10) days after receipt of a written Change Directive under Subparagraph 10.2.1 above or the furnishing of a written notice under Subparagraph 10.3.1, submit to the Owner a written statement setting forth the specific nature and cost of such claim, unless this period is extended by the Owner. The statement of claim hereunder may be included in the notice under Subparagraph 10.3.1 above. The statement of claim shall include all direct, indirect and impact costs associated with the change, as well as the Contractor's estimate of the schedule impact of the change, if any. The Contractor and its subcontractors shall not be entitled to reimbursement for any claims that are not filed in strict conformance with this Article. The Contractor shall indemnify and hold the Owner harmless against any claims by Subcontractors that are waived because they are not filed in strict conformance with this Article.

10.3.3 If the parties are unable to agree to the reasonable cost and time to perform the Change, or are unable to agree as to whether a change occurred, the Owner shall make a unilateral determination as described in Article 10.2.2. The Contractor shall proceed pursuant to the provisions of that Article.

10.4 GENERAL PROVISIONS RELATED TO CHANGES

10.4.1 The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of Article 10, and which the Contractor, its Subcontractors or Sub-subcontractors or any other person may incur as a result of delays, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the Work performed pursuant to this Article 10, unless the delay is caused solely by the Owner or its agent. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of his direct costs as compensable hereunder and an extension of the Contract Time, but only in accordance with the provisions of the Contract Documents. The phrase "Owner or its agent" as used in this Agreement, does not include the Prime Contractors or their Subcontractors.

10.4.2 No claim by the Contractor hereunder shall be allowed if asserted after final payment under this Contract. No claim relating to or flowing from a particular change shall be allowed after execution of the Change Order relating to that change or commencement of the change by the Contractor.

10.5 CHANGES REQUIRING A DECREASE IN CONTRACT SUM.

10.5.1 If the Change in the Work will result in a decrease in the Contract Sum, the Owner may request a quotation by

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the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the Owner within ten (10) days of the Owner's request and, if acceptable to the Owner, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Owner in its reasonable judgment, plus fifteen percent (15%) thereof as overhead and profit.

10.6 DISPUTES REGARDING CHANGES.

10.6.1 If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum or an expansion or contraction in the Contract Time as a result of a Change in the Work, the Contractor shall not suspend performance of a Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner shall, however, pay to the Contractor up to the Owner's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in an increase in the Contract Sum; and the Owner shall have the right to decrease the Contract Sum up to the Owner's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in a decrease in the Contract Sum.

10.7 MINOR CHANGES IN THE WORK

10.7.1 The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

10.7.2 The Contractor shall not perform any changes in the Work unless authorized in writing by the Design Consultant or Owner.

10.8 DIFFERING SITE CONDITIONS

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

10.9 CLAIMS AND DISPUTE RESOLUTION

10.9.1 Definition. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question from the Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the Contractor.

10.9.2 Time Limits on Claims. Claims by Contractor must be initiated within 10 days occurrence of the event giving rise to such Claim or within 10 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later, but in no event subsequent to the Contractor’s final payment application. Claims must be initiated by written notice to the Design Consultant (if there is one) and the other party.

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10.9.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as otherwise provided in the Contract Documents, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments in accordance with the Contract Documents.

10.9.4 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property when the giving of such notice would increase the risk of injury or damage to persons or property.

10.9.5 Claims for Additional Time. If the Contractor wishes to make Claim for an extension of the dates set for Substantial or Final Completion, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Contractor bears the burden of proving it is entitled to an extension of time. Unless Contractor meets this burden, Liquidated Damages shall be assessed automatically.

10.9.6 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the relevant period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

10.9.7 Resolution of Claims and Disputes. Claims, including those alleging an error or omission by the Design Consultant, shall be referred initially to the Design Consultant for decision, if there is a Design Consultant with Contract Administration duties which include Claims resolution; otherwise, such Claims by Contractor shall initially be referred to the Owner. An initial decision by such Design Consultant (or Owner as applicable) shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Design Consultant (or Owner as applicable) with no decision having been rendered. The Design Consultant (or Owner as applicable) will not decide disputes between the Contractor and persons or entitles other than the Owner.

10.9.8 The Design Consultant (or Owner as applicable) will review Claims and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Design Consultant is unable to resolve the Claim if the Design Consultant lacks sufficient information to evaluate the merits of the Claim or if the Design Consultant concludes that, in the Design Consultant's sole discretion, it would be inappropriate for the Design Consultant to resolve the Claim.

10.9.9 Upon receipt of the response or supporting data, if any, the Design Consultant (or Owner as applicable) will either reject or approve the Claim in whole or in part.

10.9.10 The Design Consultant (or Owner as applicable) will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties or any change in the Contract Sum or Contract Time, or both. The approval or rejection of a Claim by the Design Consultant (or Owner as applicable) shall be final and binding on the parties but subject to mediation and litigation.

10.9.11 When a written decision of the Design Consultant (or Owner as applicable) states that (1) the decision is final but subject to mediation and litigation and (2) a demand for mediation of a Claim (if required by Owner's Dispute Resolution Procedures) or the commencement of a lawsuit (if mediation is not required as a pre-condition to litigation in Owner's Dispute Resolution Procedures) covered by such decision must be made or done within 30 days after the date on which the party making the demand (or filing the lawsuit) receives the final written decision, then failure to demand mediation in writing (if required) or file the lawsuit within said 30 days' period shall result in the Design Consultant's (or Owner's as applicable) decision becoming final and binding upon the Owner and Contractor. If the Design Consultant (or Owner as applicable) renders a decision after litigation proceedings have been initiated, such decision may be entered as evidence, but shall not supersede litigation proceedings unless the decision is acceptable to all parties concerned.

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10.9.12 In the event of a dispute, the Owner, Contractor, and other parties involved in the Project shall utilize the Dispute Resolution Procedures adopted by Owner pursuant to N.C.G.S. §143-128(g), if applicable. Owner's Dispute Resolution Procedures are as follows:

These Procedures are applicable to the resolution of disputes with amounts in controversy in excess of $15,000.00 arising between or among any parties involved in Owner's construction and repair Projects, including the Design Consultant and the Contractors, and the first and lower tier subcontractors, on Claims arising out of the contract or construction process. In no event shall the Owner be subject to arbitration proceedings pursuant to these Procedures. Unless otherwise specified in these Procedures, if there is any conflict between these Procedures and the other provisions of the Contract Documents, the terms of these Procedures control.

Any Claim as defined in the Contract Documents or any dispute between parties to a construction contract involving the Project, other than the Owner's claims, except those Claims which are waived shall be subject to nonbinding mediation as a condition precedent to the institution of legal proceedings by any party, except that any party may institute legal proceedings in order to meet any applicable statute of limitations or similar deadlines prior to engaging in nonbinding mediation.

The parties shall endeavor to resolve their claims by nonbinding mediation, which, unless the parties mutually agree otherwise, shall be in accordance with rules established by Owner if Owner is a party to the mediation. If Owner is not a party to the mediation, the mediation shall be conducted in accordance with rules established by the parties to the mediation. The parties to the mediation shall share the cost of mediation equally. The mediation shall be held in the place where the project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.9.13 All suits in law or equity between the Owner and the Contractor arising out of the Contract shall be heard in the appropriate court of justice in the county where the Project is located.

END OF ARTICLE 10

ARTICLE 11

CORRECTION OF WORK

11.1 CORRECTION OF WORK

11.1.1 The Contractor shall promptly reconstruct, replace or correct all Work rejected by the Design Consultant as defective or as failing to conform to the Contract Documents or as not in accordance with the guarantees and warranties specified in the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Design Consultant's and the Owner's additional construction management services made necessary thereby.

11.1.2 The Contractor, unless removal is waived by the Owner, shall remove from the site all portions of the Work which are defective or non-conforming, or if permitted or required, he shall correct such work in place at his own expense promptly after receipt of notice, and such rejected Work shall not thereafter be tendered for acceptance unless the former rejection or requirement for correction is disclosed.

11.1.3 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Owner, the Owner may either (1) by separate contract or otherwise replace or correct such Work and charge the Contractor the cost occasioned the Owner thereby and remove and store the materials or equipment at the expense of the Contractor, or (2) terminate this Contract for default as provided in Paragraph 12.3. If the Contractor does not pay the cost of such replacement or correction and the removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof,

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after deducting all the costs that should have been borne by the Contractor, including compensation for additional services of the Design Consultant and the Owner made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

11.1.4 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

11.1.5 Nothing contained in this Paragraph 11.1 shall be construed to establish a period of limitation with respect to any other obligation, which the Contractor might have under the Contract Documents, including Paragraph 3.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

END OF ARTICLE 11

ARTICLE 12

TERMINATION OF THE CONTRACT

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of sixty (60) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon seven (7) additional days' written notice to the Owner and the Design Consultant, terminate the Contract and recover from the Owner payment on a quantum merit basis, for all Work executed. The Contractor shall not be entitled to collect and hereby expressly waives, any profit on work not performed or any damages related to that portion of the Contract, which has been terminated.

12.2 TERMINATION FOR CONVENIENCE OF THE OWNER

12.2.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Article 12.4. Contractor shall include termination clauses identical to Article 12 in each of his Subcontracts.

12.3 DEFAULT TERMINATION

12.3.1 Subject to the provisions of Paragraph 2.3.1, ten (10) days after written notice is mailed to the Contractor, the Owner may terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and his right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by contract or otherwise in any one of the following circumstances:

.1 if the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time or fails to complete

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the Work or remedy a default within said period;

.2 if the Contractor is in material default in carrying out any provisions of the Contract for a cause within his control;

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

.4 if the Contractor fails to make prompt payment to Subcontractors or for materials or labor, unless he otherwise provides the Owner satisfactory evidence that payment is not legally due;

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

.6 if the Contractor substantially violates any provisions of the Contract Documents; or

.7 if the Contractor refuses or fails to properly schedule, plan, coordinate and execute the Work, as specified herein, so as to perform the Work within the specified Milestone and Completion dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents.

.8 If the Contractor 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 it, or has a receiver or trustee appointed for substantially all of its assets, or if Contractor allows any final judgment to stand against it unsatisfied for a period of 2 weeks.

12.3.2 If, after the Contractor has been terminated for default pursuant to Paragraph 12.3, it is determined that none of the circumstances set forth in Subparagraph 12.3.1 exist, then such termination shall be considered a termination for convenience pursuant to Paragraph 12.2 In such case, the Contractor's sole remedy will be the costs permitted by Article 12.4.

12.3.3 If the Owner so terminates the employment of the Contractor, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the compensation is to be paid to the Contractor hereunder shall exceed the expense of so completing the Work (including compensation for additional managerial, administrative, consultant and inspection services and any damages for delay) such excess shall be paid to the Contractor.

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

12.4 ALLOWABLE TERMINATION COSTS

12.4.1 If the Owner terminates the whole or any portion of the Work pursuant to Paragraph 12.2, then the Owner shall only be liable to the Contractor for those costs reimbursable to the Contractor in accordance with Subparagraph 12.4.2, plus a markup of ten percent for profit and overhead on the actual fully accounted costs recovered under 12.4.2; provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

12.4.1.1 After receipt of a Notice of Termination, the Contractor shall submit to the Owner his termination claim, in the form and with certification prescribed by the Owner. Such claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are

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granted by the Owner upon request of the Contractor made in writing within such three (3) month period or authorized extension thereof. However, if the Owner determines that the facts justify such action, he may receive and evaluate any such termination claim at any time after such three (3) month period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Owner may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination.

12.4.2 If the Owner terminates the whole or any portion of the Work pursuant to Paragraph 12.2, the Owner shall pay the Contractor the amounts determined by the Owner as follows:

.1 an amount for supplies, services, or property accepted by the Owner pursuant to Clause 12.5.1.6 or sold or acquired pursuant to Clause 12.5.1.7 and not heretofore paid for, and to the extent provided in the Contract such amount shall be equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges; and

.2 the total of:

(1) the cost incurred in the performance of the Work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under Clauses 12.4.2.1 or 12.4.2.2.(2);

(2) the cost of settling and paying claims arising out of the termination of Work under Subcontracts or orders, pursuant to Clause 12.5.1.5, which are properly chargeable to the terminated portion of the Work (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by Subcontractors or vendors prior to the effective date of the notice of termination), which amounts shall be included in the costs payable under (1) above; and

(3) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Work and for the termination and settlement of Subcontracts thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to the Contract.

.3 Provided, however, that neither the Owner nor the Design Consultant will be liable for payments to Subcontractors pursuant to Article 12.4.2.2 unless each subcontract contains termination provisions identical to those set forth in Article 12. The Owner and the Design Consultant will not be liable to the Contractor for any costs associated with termination if the subcontract of the party involved does not include the proper termination clauses.

12.4.3 In arriving at any amount due the Contractor pursuant to Paragraph 12.4, there shall be deducted the following:

.1 all unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of the Contract;

.2 any claim which the Owner may have against the Contractor;

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

.4 the agreed price for, or the proceeds of sale of, any materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of Clause 12.5.1.7, and not otherwise recovered by or credited to the Owner.

12.4.4 The total sum to be paid to the Contractor under Paragraph 12.4 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted

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by the Contract. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Subparagraph 12.4.2, the fair value, as determined by the Owner, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner, or to a buyer pursuant to Clause 12.5.1.7.

12.4.5 If the Owner terminates the whole or any part of the Work pursuant to Paragraph 12.3, the Owner may procure, upon such terms and in such manner as the Owner may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner for any excess costs for such similar supplies or services. The Contractor shall continue the performance of the Contract to the extent not terminated hereunder.

12.5 GENERAL TERMINATION PROVISIONS

12.5.1 After receipt of a notice of termination from the Owner, pursuant to Paragraph 12.2 or 12.3, and except as otherwise directed by the Owner, the Contractor shall:

.1 stop Work under the Contract on the date and to the extent specified in the notice of termination;

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

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

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

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

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

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

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

.7 use his best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Owner, any property of the types referred to in Clause 12.5.1.6; provided, however, that the Contractor:

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

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

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

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

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

12.5.3 If the termination, pursuant to Paragraph 12.2, be partial, the Contractor may file with the Owner a claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this Subparagraph must be asserted within six (6) months from the effective date of the notice of termination.

12.5.4 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under Paragraph 12.4.

12.5.5 The Contractor shall be entitled to only those damages and that relief from termination by the Owner as specifically provided in Article 12.

END OF ARTICLE 12

END OF GENERAL CONDITIONS

CONTRACTOR'S SALES TAX REPORT (Appendix A)
N.C. STATE & LOCAL SALES TAXES PAID

OWNER: _____ **PROJECT:** _____
CONTRACTOR: _____ **FOR PERIOD FROM:** _____
ADDRESS: _____ **TO:** _____

VENDOR TAX WAS PAID TO	MATERIAL PURCHASED	ADDRESS	INVOICE NUMBER	DATE	INVOICE AMOUNT	TAXABLE AMOUNT	N.C. TAX	COUNTY TAX	NAME OF COUNTY
				TOTAL					

I hereby certify that, during the period stated above, all North Carolina sales and use taxes have been paid for the materials, supplies, fixtures, and equipment purchased during that period which have become a part of, or annexed to, a building or structure erected, altered or repaired for the Owner. I further certify that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina sales and use taxes paid thereon, and the cost of property withdrawn from warehouse stock and North Carolina sales or use taxes paid thereon are as set forth above during the time period noted above.

Sworn to and subscribed before me,

This the ____ day of _____, 20____

Signed: _____

Print Name: _____

Seal

___ _____
Notary Public

Title: _____

My Commission Expires: _____

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BRUNSWICK COUNTY SCHOOLS

35 Referendum Drive Bolivia, North Carolina 28422 Phone: 910-253-2900 Fax: 910-253-2983

After completion of Project

SALES TAX AFFIDAVIT

I, _____do attest that all sales taxes have
(Print name)

been paid on materials used on job _____.

Signature of Contractor: _____

Date: _____

Board Members: Charles Miller, Chairperson • Catherine Cooke, Vice-Chairperson • Ed Lemon • Ellen Milligan • John Thompson

Leslie K. Tubb, Superintendent

A Community of Learners

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CHANGE PROPOSAL FORM
Time and Material / Unit Price Estimate

Project: _____ **Proposal #:** _____
Contract: _____ **Project #:** _____
Contractor: _____ **Contractor #:** _____

Description of change:

	SUBTOTALS
Materials & Labor Estimated cost of labor & materials including shipping, overtime, payroll taxes and insurance, and overhead and profit. Maintain accurate records for billing purposes.	
Unit Price Work Estimated quantity of units required less allowance units not used, times the established unit cost. Maintain accurate records for billing purposes. Third party records may be required.	
Equipment Rental Estimated cost of equipment rental including shipping, taxes and overhead and profit. Maintain accurate records for billing purposes.	
Subcontractors Estimated cost of subcontracts including all subcontractor expenses. Maintain accurate records for billing purposes.	
Subtotal of Proposal	

*** TOTAL NOT TO EXCEED CHANGE PROPOSAL ESTIMATE** _____

Time Extension Requests: ____day(s) Schedule Activity # Affected: _____

The Contractor agrees to perform the work outlined in this change proposal for an amount that shall not exceed the amount stated above and in accordance with the Contract documents if the work is authorized by the Owner. If the price to perform the work is expected to exceed the above stated amount, a new change proposal form for the additional work is required.

* Actual amount paid will be based on actual documented expenses.

Contractor's Signature: _____ **Date: _____**

Approval Recommended by Design Consultant: _____ **Date: _____**

Owner's Representative Approval: _____ **Date: _____**

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CHANGE PROPOSAL FORM

Project: _____ **Proposal #:** _____

Contract: _____ **Project #:** _____

Contractor: _____ **Contractor #:** _____

Description of change:

			SUBTOTALS
Materials (Attach list with Qty, Item, Unit $, Unit mh, Total mh, OT mh, Total $)			
1	Total Direct Cost of Materials		
2	Overhead & Profit on Item 1. (15% maximum, includes small tools & consumables)		
3	Sales Tax		
4	Shipping & Transportation		
Labor			
5	Total Manhours: ____ MH @ ___ /hr.		
6	Overhead & Profit on Item 5. (15% maximum on straight labor cost, not premium portion) (O & P includes supervisor's time)		
7	Payroll Taxes & Insurance ___ %		
Equipment Rental (Include quotes)			
8	Equipment Rental		
9	Overhead & Profit on Item 8 (6% maximum).		
Subcontractors (Include quotes with material & equipment backup)			
10	Subcontractors		
11	Overhead & Profit on Item 10 (6% maximum).		
		Subtotal of Proposal	

TOTAL OF CHANGE PROPOSAL _____

Time Extension Requests: ____ day(s) Schedule Activity # Affected: _____

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Contractor's Signature: _____ **Date: _____**

Approval Recommended by Design Consultant: _____ **Date: _____**

Owner's Representative Approval: _____ **Date: _____**

DocuSign Envelope ID: 8F03023C-1EDB-4A7F-9A8D-9A0B07D2B22D

SECTION SC

SUPPLEMENTAL CONDITIONS

GENERAL CONDITIONS

Document GC, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, constitutes the General Conditions of this Contract, and is hereinafter called "General Conditions." The General Conditions are further revised and supplemented by the provisions of these Supplemental Conditions. The General Conditions and the Supplemental Conditions are applicable to all of the Work under this contract and shall apply to the Contractor and all Subcontractors and Sub-subcontractors.

SUPPLEMENTS:

The following supplements modify, change, delete, or add to the General Conditions. Where any article of the General Conditions is modified or any paragraph deleted, subparagraph or clause thereof is modified, or deleted by these supplements, the unaltered provisions of such article, paragraph, subparagraph or clause shall remain in effect. If there is a discrepancy between the General Conditions and these Supplemental Conditions, the Supplemental Conditions shall control.

.

ARTICLE 8 – PAYMENTS AND COMPLETION

ADD THE FOLLOWING TO PARAGRAPH 8.9:

8.9.1 Substantial Completion Liquidated Damages shall be the sum of five hundred dollars ($500) per calendar day, and this amount shall be assessed in accordance with Subparagraph 8.9.1 of the General Conditions.

8.9.2 Final Completion Liquidated Damages shall be the sum of five hundred dollars ($500) per calendar day, and this amount shall be assessed in accordance with Subparagraph 8.9.2 of the General Conditions.

ADD THE FOLLOWING PARAGRAPH 8.11:

8.11.1 The schedule below contains certain specific dates in addition to date of Notice to Proceed and Time for Completion. These dates shall be adhered to and are the last acceptable dates unless modified by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated. The only exceptions to this schedule are defined in the General Conditions under Paragraph 7.2 DELAYS AND EXTENSIONS OF TIME.

Notice of Intent to Award – June 10, 2021
Return of Owner Contractor Agreement by Contractor – June 15, 2021
Notice to Proceed – August 3, 2021]
Substantial Completion –Dec 3,2021
Completion of all Commissioning – December 10, 2021

8.11.2 The Owner reserves the right to withhold the issuance of Notice to Proceed by up to forty-five (45) days. For each day that Notice to Proceed is withheld pursuant to this Subparagraph, the dates established for Substantial Completion and Final Completion shall be adjusted. The contractor shall not be entitled to additional compensation if the owner withholds the issuance of Notice to Proceed pursuant to this Subparagraph.

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ARTICLE 10 – CHANGES IN WORK

ADD THE FOLLOWING NEW PARAGRAPH 10.9.14:

10.9.14 Additional services and dispute resolution services by the Design Consultant shall be paid by the Contractor at the rate of two hundred fifty dollars ($250) per hour.

ADD THE FOLLOWING NEW PARAGRAPH 10.9.15:

10.9.15 The Owner's Dispute Resolution Policy required by N.C.G.S. § 143-128(f1) is contained in Policy 9020 (www.bcswan.net). The Dispute Resolution Policy is also included in the bid and contract documents

END OF SUPPLEMENTAL CONDITIONS

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Sexual Offender Registry Check Certification Form

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

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

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

(attach additional page(s) if needed)

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

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

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # V. - 3.
Administration - Resolution Honoring North Carolina Director of Emergency Management Mike Sprayberry

From:
Andrea White

Issue/Action Requested:
Request that the Board of Commissioners adopt a Resolution Honoring North Carolina Director of Emergency Management Mike Sprayberry upon his retirement from the State of North Carolina.

Background/Purpose of Request:

Fiscal Impact:
Not Applicable

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners adopt a Resolution Honoring North Carolina Director of Emergency Management Mike Sprayberry upon his retirement from the State of North Carolina.

ATTACHMENTS:

Description

- 2021-07-06 Resolution Honoring Mike Sprayberry

County of Brunswick

Office of the County Commissioners

RESOLUTION HONORING NORTH CAROLINA DIRECTOR OF EMERGENCY MANAGEMENT MIKE SPRAYBERRY UPON HIS RETIREMENT FROM THE STATE OF NORTH CAROLINA

WHEREAS, Mike Sprayberry has served in the North Carolina Division of Emergency Management since 2005; and

WHEREAS, Mike Sprayberry has been the Director of the North Carolina Division of Emergency Management since 2013; and

WHEREAS, Mike Sprayberry has also served as the Director of the North Carolina Office of Resiliency and Recovery; and

WHEREAS, Mike Sprayberry has provided keen and responsive leadership of the State's preparation for and response to numerous meteorological, chemical, radiological, biological, and other threats to the health and safety of the people of North Carolina; and

WHEREAS, Mike Sprayberry has worked tirelessly to help the people of North Carolina and Brunswick County overcome both the long- and short-term impacts of several events, including hurricanes Matthew, Florence, Dorian, and Isaias, the ongoing COVID-19 pandemic of 2020-2021, and the Grissettown tornado in 2021; and

WHEREAS, Mike Sprayberry has also served in national leadership roles as a member of the National Advisory Council of the Federal Emergency Action Agency, as well as serving a term as the President of the National Emergency Management Association.

NOW, THEREFORE, the Brunswick County Board of Commissioners honors and recognizes Mike Sprayberry for his committed service to the people of North Carolina and Brunswick County.

This the 6th day of July, 2021.

_____

Randy Thompson, Chairman
Brunswick County Commissioners

Attest:

_____

Andrea White, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # V. - 4.
Clerk to the Board - Meeting Minutes

From:
Andrea White

Issue/Action Requested:
Request that the Board of Commissioners approve the draft minutes from the June 21, 2021 Special Called meeting and the 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 June 21, 2021 Special Called meeting and the Regular meeting.

ATTACHMENTS:

Description

- Draft Minutes - 2021-06-21 Special Called Meeting
- Draft Minutes - 2021-06-21 Regular Meeting

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
SPECIAL CALLED MEETING
JUNE 21, 2021
3:00 P.M.

The Brunswick County Board of Commissioners held a Special Called Meeting on the above date at 3:00 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
Andrea White, Clerk to the Board
Jared Galloway, Deputy Clerk to the Board
Neal Galloway, MIS
Meagan Kascsak, Communications Director

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 3:01 p.m.

Commissioner Williams gave Invocation and led the Pledge of Allegiance.

II. ORDER OF BUSINESS

- **Presentation – Tornado Relief Volunteer Recognition**

Chairman Thompson recognized County Manager Randell Woodruff.

Mr. Woodruff welcomed everyone to the meeting and recognized Ed Conrow, Director of Emergency Services, and Leslie Stanley, Volunteer and Non-profit Coordinator, for the presentation and volunteer recognition.

Mr. Conrow shared information on the events following the devastating EF-3 tornado that touched down in the southwestern part of Brunswick County on February 15, 2021. The tornado tore through the Ocean Ridge Community and surrounding properties and traveled for 22 miles before lifting, leaving behind destruction, injuries and three fatalities. Mr. Conrow shared his heartfelt appreciation for the response of the many partners that assisted with the immediate response and in the days following and highlighted the outpouring of volunteers and organizations during recovery.

Ms. Stanley shared information on the overwhelming response from the volunteers following this and other events that have occurred in the county and expressed her appreciation of those that donated their time, energy, effort and resources to those in need.

A certificate of appreciation from the Brunswick County Board of Commissioners was prepared for the following known participating organizations, several of which were in attendance for the presentation:

American Red Cross
Atkinson Fire Department
Atlantic Telephone Membership Corporation (ATMC)
Beach Happy Market
Beach Road Baptist Church
Beulah Baptist Church

Bills Food Truck
Boiling Spring Lakes Fire Department
Bolivia Fire Department
Briles Johnson, North Carolina Commission on Volunteerism and Community Service
Brunswick Baptist Association
Brunswick Christian Recovery Center (BCRC)
Brunswick County Code Administration
Brunswick County Emergency Management
Brunswick County Health and Human Services
Brunswick County Operation Services
Brunswick County Sheriff's Office
Brunswick County Voluntary Organizations Active In Disasters (VOAD)
Brunswick Family Assistance
Brunswick Plantation Golf Course and Community
Brunswick Senior Resources Inc.
Butcher of Brunswick
Calabash Covenant Presbyterian Church
Calabash Elk's Lodge #2697
Calabash Fire Department
Calvary Baptist Church
Camp United Methodist Church
Cape Fear Association of Baptist Churches
Cape Fear Volunteer Center
Carmines Deli
Carolinas Coastal Construction Group
Catholic Charities
Century 21 Of North Myrtle Beach
Christian Disaster Service
Christian Recovery Center, Inc.
Church of Jesus Christ Latter Day Saints
Civietown Fire Department
Columbus Baptist Association
Committee to Honor America's Veterans
Crow Creek Golf Course and Community
Duke Energy
Elite Homes by Forest Taylor
Fibber McGees
First Baptist Church - Oak Island
First Baptist Church - Shallotte
Food Lion
Gateway Landing Christian Rehabilitation Center
GLS Construction
Grissettown-Longwood Fire Department
Guy C. Lee
Home Depot - North Myrtle Beach
Home Depot - Shallotte
Horry County Fire & Rescue
J & S Tree Removal
Jennies Branch Baptist Church
Knights of Columbus Council #9039
Kure Memorial Lutheran Church
Leland Fire Department
Lemon Tree Marketplace
Lowes Home Improvement - North Myrtle Beach
Lowes Home Improvement - Shallotte
Lowes Home Improvement - Southport
Lutheran Services
McDonalds Corporation – Ocean Isle Beach
Meadowland's Golf Course and Community
Mennonite Brethren Church
Mission Barbeque
NC Baptists on Mission
New Beginnings Community Church
New Hanover County Fire Rescue – NC Urban Search and Rescue Task Force 11 (NC USAR TF-11)
North Carolina Department of Insurance
North Carolina Department of Transportation
North Side Baptist Church

Northwest Fire Department
Ocean Ise Beach Life Church
Ocean Isle Beach Fire Department
Ocean Ridge Community Members
Ocean Ridge Golf / Coastal Communities
Ocean View Baptist Church
Old Shallotte Baptist Church
Operation BBQ Relief
Peace Baptist Church - Whiteville
Pelican's Perch
Pender EMS & Fire
Phil Triplett - North Carolina Emergency Management
Phoenix Landscape Services
Preferred Land Care
Publix
Redbox+
River of Life Baptist Church
Rocky Point Fire Department
Rotary-Southport Oak Island
Rowan Baptist Church
SC Baptist Men
Seaside Methodist Church
Sharky's Restaurant
Shepherd Assembly Church
Soldier Bay Baptist Church
South Brunswick Islands Rotary
Southport Baptist Church
Southport Fire Department
Southport Rotary Club
Spokes of Hope
St. Luke's Lutheran Church
Sunset Beach Fire Department
Sunset Beach Turtle Watch
Sunset Vision
Supply Fire Department
The Bird Stewards
The Honorable David Rouzer (US Congressman Representing the 7th District of North Carolina)
The Honorable Roy Cooper – Governor of North Carolina
The Old Bridge Historical Society
The Salvation Army of Cape Fear
Town of Sunset Beach
Tri-Beach Fire Department
Trinity United Methodist Church - Southport
United Methodist Committee on Relief (UMCOR)
Volunteer NC
Waccamaw Fire Department
Walmart - North Myrtle
Walmart -Shallotte
Whiteville Fire Department
Wilmington Fire / Hazmat Team
Wings Ministry
Winnabow Fire Department
Woodmen of The World
Wrightsville Beach Baptist Church

Ms. Donna Ciliberto, Ocean Ridge Planation HOA President, spoke on behalf of the residents of Ocean Ridge Planation, and expressed appreciation for the assistance and support of the many individuals and organizations that came to their aid following the event. Ms. Ciliberto recognized Ed Conrow, Leslie Stanley, and Jeff Gibby for their assistance and guidance, as well as Major Watson and Major Chism, at the initial response and throughout the recovery.

Following the presentations, each of the Commissioners shared their appreciation for the response from the communities, the surrounding agencies, several state agencies such as the NC Department of Transportation and Highway Patrol and the staff of Brunswick County Government.

III. ADJOURNMENT

It was the consensus of the Board to declare the meeting adjourned at 3:57 p.m.

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

Attest:

_____
Andrea White, NCCCC
Clerk to the Board

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
JUNE 21, 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
Steve Stone, Deputy County Manager
David Stanley, Deputy County Manager
Haynes, Brigman, Deputy County Manager
Bob Shaver, County Attorney
Bryan Batton, Assistant County Attorney
Julie Miller, Finance Director
Andrea White, Clerk to the Board
Jared Galloway, Deputy Clerk to the Board
Meagan Kascsak, Communications Director
Neal Galloway, IT
Lt. Tate Bond, Sheriff's Office

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

I. CALL TO ORDER

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

II. INVOCATION/PLEDGE OF ALLEGIANCE

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

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Thompson asked for adjustments to the agenda.

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

IV. PUBLIC COMMENTS

Chairman Thompson reviewed the Public Comments Policy and asked if those who had signed up to speak from Brunswick Plantation would be agreeable to have a spokesperson speak on their behalf. All agreed. The following individuals addressed the Board:

1. Al Sansone, resident of Brunswick Plantation and speaking on behalf of the property owners, read prepared comments to the Board regarding the identified Non-Encroachment Area (NEA) within Brunswick Plantation. Mr. Sansone requested a separate meeting with the Chairman to discuss this issue.

   Chairman Thompson asked Steve Stone, Deputy County Manager, to provide information regarding the NEA's.

   Following Mr. Stone's comments, Chairman Thompson asked Mr. Sansone to leave his contact information with staff and a follow up meeting would be scheduled to discuss this issue.

2. Carol Brolley, resident of Southport and President of the Friends of the Library for Southport and Oak Island, shared information on the activities of the organization and an initiative to identify the needs of the community, in terms of library services, that may be shared with the Board at a later date.

Due to a communication issue, it was the consensus of the Board to allow a second person to speak from Brunswick Plantation

3. Joan Wilsusen, resident of Brunswick Plantation, spoke in reference to the NEA's and the Caw Caw.

Chairman Thompson called for a brief recess at 6:29 p.m. to allow participants to exit the meeting.

Chairman Thompson called the meeting back to order at 6:30 p.m.

V. APPROVAL OF CONSENT AGENDA

Commissioner Sykes moved to approve the Consent Agenda. The motion was seconded by Vice-Chairman Forte and passed unanimously (5 to 0). The following items were approved:

1. **Administration - Brunswick County Schools Phone System Projects**
Approved and authorized the Chairman to sign the DISYS Solutions, Inc. contract for a new phone system in the amount of $876,086.96.

2. **Administration - Proclamation - Elder Abuse Prevention Awareness**
Proclaimed the month of June 2021 as Elder Abuse Prevention Awareness Month in Brunswick County.

PROCLAMATION

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
ELDER ABUSE PREVENTION AWARENESS

WHEREAS, elder abuse is the broad term used to identify mistreatment of elderly and disabled adults; and

WHEREAS, abuse, neglect and exploitation of elderly and disabled adults is one of the most under-recognized and under-reported social problems in this country; and

WHEREAS, the magnitude of the problem is likely to increase for several reasons, especially with the increasing rise in the number of elderly population; and

WHEREAS, mistreatment can take many forms: physical abuse, emotional abuse, sexual abuse, neglect by a caregiver, self-neglect, exploitation, and financial exploitation; and

WHEREAS, it is estimated that approximately five million people age 60+ suffer elder abuse every year; and

WHEREAS, it is estimated that approximately one out of every twenty-four cases of elder abuse is reported; and

WHEREAS, abuse of the elderly and disabled is preventable.

NOW, THEREFORE, BE IT PROCLAIMED by the Brunswick County Board of Commissioners that the month of June, 2021 be recognized as **"Elder Abuse Prevention Awareness Month"** in Brunswick County and all residents and other jurisdictions are encouraged to become more aware of this problem and join in the prevention of elder abuse.

This the 21st day of June, 2021.

Randy Thompson, Chair
Brunswick County Commissioners

Attest:
Andrea White, NCCCC
Clerk to the Board

3. **Administration - Property Liability Insurance Renewal**
Approved the renewal proposal for Property Liability Insurance for FY 2021-22 with the North Carolina Association of County Commissioners Risk Management Pools (NCACC).

4. **Administration - Surplus Property Offers for Upset Bid Process**
Accepted, subject to the upset bid process, the following offers submitted for surplus parcels that met the value parameters previously established by the Board:

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
2140005204	Marsh Hen Dr, SW	.56 acre	$4,000.00	06-03-2019	$2,477.56	$4,500.00
214MA122	Mallard St, SW	.20 acre	$1,600.00	01-06-2017	$967.44	$1,650.00

214MA148	3077 Hyde St, SW	.23 acre	$1,600.00	06-03-2019	$770.61	$1,650.00
214MA149	1585 Hyde St, SW	.29 acre	$1,600.00	02-14-2017	$913.20	$1,500.00
142HA023	Beech Rd, BSL	.37 acre	$4,400.00	12-16-2019	$2,141.95	$4,400.00

5. **Administration – Worker's Compensation Insurance Renewal**
Approved the worker's compensation insurance coverage proposal from the North Carolina Association of County Commissioner's Risk Management Pools (NCACC).

6. **Clerk to the Board - Meeting Minutes**
Approved the draft minutes from the June 7, 2021 Regular Meeting.

7. **Code Administration - Caw Caw Swamp and Little Caw Caw Swamp Study**
Awarded the professional services agreement for architectural, engineering and/or surveying services to Applied Technology & Management of North Carolina, Inc. to complete the Caw Caw and Little Caw Caw Swamp Detailed Floodplain Study. Also approved the fee for the described scope of work services of $195,400.00 and the fee for the expanded scope of work services of $18,740.00.

8. **County Attorney - Temporary Easement for Leland for Multi-Use Path**
Granted a 101 sq. ft. temporary construction easement to the Town of Leland across the Leland Library property.

9. **District Attorney - Communities in Schools Agreement**
Approved the annual Funded Agency Agreement with Communities in Schools for Teen Court and other program services in the amount of $40,000.

10. **Finance - Agreement for a Vendor Payment Platform**
Approved the service agreement with PaymentWorks that provides a secure vendor payment platform and authorized the Chairman and Clerk to the Board to approve the multi-year contract.

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

    - **Solid Waste Revenues Budget Amendment**
    Appropriated $264,500 of solid waste fees for anticipated expenditures in the solid waste operating budget through the end of the fiscal year.

    - **Northeast Regional Wastewater Budget Amendment**
    Appropriated $30,000 of wholesale wastewater sales for repair and maintenance of pump station.

    - **Financial Statements for May 2021 (unaudited)**
    Included 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.

12. **Superior Court Judge's Office - Memorandum of Agreement with NC Administrative Office of the Courts**
Approved the annual renewal of a Memorandum of Agreement between Brunswick County, Judge Jason C. Disbrow, and the North Carolina Office of the Courts for the Trial Court Coordinator State Employee Position.

13. **Tax Administration - June 2021 Releases**
Approved the June 2021 releases.

14. **Utilities - Northeast Regional WWTP Expansion Change Order**
Approved a change order in the amount of $70,967.74 and a time extension of 71 calendar days for work associated with the Northeast Brunswick Regional Wastewater Treatment Plant 2.5 MGD Expansion Project. This will adjust the not-to-exceed total contract amount from $41,653.213.31 to $41,724,180.05, and the project completion deadline from October 28, 2021, to January 7, 2022.

15. **Utilities - Southport Wholesale Water Service Agreement**
Approved the renewed Wholesale Water Service Agreement between Brunswick County and the City of Southport inclusive of an additional provision for elevated water tank storage

capacity and authorized the Chairman to execute the agreement upon review by the County Attorney.

16. **Utilities - Testing Residential & Commercial Backflow Prevention Assemblies**
Approved the proposal submitted by Sunny Wright's Backflow Services for the testing of residential and commercial backflow prevention assemblies countywide and authorized the Chairman and Clerk to the Board to approve the multi-year contract. The contract is subject to review and approval by the County Attorney.

VI. PRESENTATION

1. **Presentation - Operations During the COVID Pandemic (The Honorable Jason Disbrow, Senior Resident Superior Court Judge, and The Honorable Scott Ussery, Chief District Court Judge)**
Request that the Board of Commissioners receive a brief presentation from Senior Resident Superior Court Judge Jason Disbrow, and Chief District Court Judge Scott Ussery, regarding operations during the COVID pandemic.

Judge Ussery expressed his appreciation of the efforts that went into keeping the court system running during the pandemic, specifically the efforts of the County offices, the Sheriff and his staff, the Clerk of Court's office, the District Attorney's office and Judge Disbrow's staff. He also expressed his appreciation of the County for the courthouse renovation project.

Judge Disbrow expressed his appreciation as well, and recognized the efforts of Randell Woodruff, Steve Stone, David Stanley, Cris Harrelson and employees of the Health Department, Cathy Lytch, the Sheriff's office, Jeff Gaskill, Keith Danhorn in Operation Services, Branden Isenhour and the Housekeeping staff, specifically Michelle Mitchell, Emily Grissett, and Mary Varnam, as well as the Board of Commissioners. Judge Disbrow shared that Brunswick County is one of 13 counties in the state that does not have a backlog in caseload

VII. PUBLIC HEARING

1. **Administration - Public Hearing to Receive Comments on the FY 2021-2022 Brunswick County Budget, Fees, and Capital Improvement Plan (Randell Woodruff, County Manager)**
Request that the Board of Commissioners continue the public hearing on the Manager's FY 2021-2022 Recommended Budget, Proposed Fees and Five-Year Capital Improvement Plan.

CALL TO ORDER

Chairman Thompson called the recessed Public Hearing to order at 6:40 p.m.

PUBLIC COMMENTS

Chairman Thompson asked if anyone wished to comment on the recommended budget. No one wished to speak.

ADJOURN

Chairman Thompson closed the Public Hearing at 6:41 p.m.

2. **GIS - Street Adoption (Jan Clemmons, GIS Address Administrator)**
Request that the Board of Commissioners approve the second reading and adoption of the proposed street names following a public hearing.

Ms. Clemmons requested that, following the public hearing, the Board approve the proposed street names. Ms. Clemmons also explained that KOA Drive SW is recommended to be renamed due to a change in ownership of the property which is no longer a campground.

CALL TO ORDER

Chairman Thompson called the Public Hearing to order at 6:41 p.m.

PUBLIC COMMENTS

Chairman Thompson asked if anyone wished to comment on the recommended street names. No one wished to speak.

ADJOURN

Chairman Thompson closed the Public Hearing at 6:42 p.m.

Commissioner Williams moved to approve second reading and adoption of the street names as proposed. The motion was seconded by Commissioner Cooke and passed unanimously (5 to 0).

The following street names were approved:

TO	FROM	TOWNSHIP
Bourne Dr SW	None	Shallotte
Brunswick Beaches Dr SW	Koa Dr SW	Shallotte
Buttonwillow Ct SW	None	Shallotte
Campanella Ct SW	None	Shallotte
Caya Luna Cove SE	None	Lockwood Folly
Colbert Place Dr NE	None	Town Creek
Dabney Park Dr NE	None	Town Creek
Education Ln SE	None	Lockwood Folly
Finley Farms Ct	None	Town Creek
Forest Glen Dr NE	None	Northwest
Hoffman Corners Rd NE	None	Town Creek
Kinsley Ct NE	None	Town Creek
Oak Grove Ct NE	None	Northwest
Pratt Ct NE	None	Town Creek
Putnam Dr NE	None	Town Creek
Rigby Ct NE	None	Town Creek
Selby Ct NE	None	Town Creek
Tabor Way NE	None	Town Creek
Winding Oaks Ct NE	None	Northwest
Windy Pines Farm Ln NW	None	Waccamaw

VIII. ADMINISTRATIVE REPORT

1. **Administration - Fiscal Year 2021-2022 Budget Ordinance, Fees and Capital Improvement Plan (Randell Woodruff, County Manager)**
Request that the Board of Commissioners adopt the Fiscal Year 2021-2022 Budget Ordinance, Schedule of Fees and Five-Year Capital Improvement Plan.

Chairman Thompson recognized County Manager Randell Woodruff.

Mr. Woodruff gave an overview of the recommended FY 2021-2022 budget totaling $291,541,119 for all funds, with no change in the property tax rate of 48.50 cents. Following the review, Mr. Woodruff recommended adoption of the Budget Ordinance, Schedule of Fees and Five-Year Capital Improvement Plan.

Vice-Chairman Forte moved to approve the Fiscal Year 2021-2022 budget as presented. The motion was seconded by Commissioner Cooke and passed unanimously (5 to 0).

2. **Operation Services - NC Department of Transportation MOA (Randell Woodruff, County Manager)**
Request that the Board of Commissioners enter into a Disaster Related Debris Removal Agreement with the North Carolina Department of Transportation (NCDOT).

Chairman Thompson asked that he be recused from voting on the NC Department of Transportation MOA item as it deals with debris removal *(based on his employment as a contract employee of Southern Disaster Recovery)*.

Commissioner Williams moved to recuse Chairman Thompson from voting and requested that Vice-Chairman Forte preside over the item. The motion was seconded by Commissioner Cooke and passed unanimously (5 to 0).

Vice-Chairman Forte recognized Mr. Woodruff to present the item.

Mr. Woodruff explained that this disaster related debris removal agreement with the North Carolina Department of Transportation, if approved, would be in place in the event it is needed and would not be activated unless an event required such.

Commissioner Williams moved to approve the agreement as presented. The motion was seconded by Commissioner Sykes and passed 4 to 0, Chairman Thompson being recused.

Vice-Chairman Forte turned the meeting over to Chairman Thompson.

IX. OTHER BUSINESS/INFORMAL DISCUSSION

No items were brought forth.

X. CLOSED SESSION

1. **Closed Session**
   Request the Board of Commissioners enter into Closed Session pursuant to N.C.G.S. 143-318.11(a)(1) to approve closed session minutes and 143-318.11(a)(3) to consult with its attorney.

   Mr. Shaver noted that the statutory requirements were included in the agenda with the purpose to approve closed session minutes and consult with the attorney.

   Commissioner Williams moved to enter Closed Session as stated at 6:49 p.m. The motion was seconded by Vice-Chairman Forte and passed unanimously (5 to 0).

   Chairman Thompson called the Regular Session to order at 7:00 p.m. There were no items to report from Closed Session.

XI. ADJOURNMENT

Vice-Chairman Forte moved to adjourn the meeting at 7:00 p.m. The motion was seconded by Commissioner Cooke and passed unanimously (5 to 0).

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

Attest:

_____
Andrea White, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # V. - 5.
County Attorney - Declaration of Surplus Property

From:
Assistant County Atty--Bryan Batton

Issue/Action Requested:
Request that the Board of Commissioners declare property obtained by the County through tax foreclosure as surplus property, to be placed on the County's website for possible future purchase.

Background/Purpose of Request:
The County has obtained Parcel # 173IA00101 through tax foreclosure for $1,692.26, with a tax value of $ 1500.00, and it needs to be added to the County's surplus property pool.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Attorney's Recommendation:
To consider declaring Parcel # 173IA00101 as surplus, and if so, then to add it to the County's website as such.

County Manager's Recommendation:
Recommend the Board of Commissioners declare property obtained by the County through tax foreclosure as surplus property, to be placed on the County's website for possible future purchase.

ATTACHMENTS:

Description

- Commissioner's Deed--Mercer property

This certifies that there are no delinquent ad valorem taxes, fees, assessments or other liens which the Brunswick County Tax Collector is charged with collecting, that are a lien on: Parcel Number 173IA00101 as notated by the Brunswick County Assessor's Office. This is not a certification that the parcel number matches the deed description.

JUN 22 2021 _____
Date (Asst) Tax Col. / Del. Tax Spec.

B4647 P0821 06-23-2021 14:02:55.000
Brenda M. Clemmons PROP
Brunswick County, NC Register of Deeds page 1 of 2

Return to: Bryan Batton Type: RD
Total: 26 Rev: 3718 Int.: RD
Ck $: 26 Ck #: 3718 Cash $: _____
Refund: _____ Cash $: _____ Finance: _____
Portions of document are illegible due to condition of original.
Document contains seals verified by original instrument that cannot be reproduced or copied.

Prepared by: Bryan W. Batton, Post Office Box 249, Bolivia, NC 28422

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

COMMISSIONER'S DEED

This Deed, made this 22nd day of June, 2021, by Bryan W. Batton, Commissioner, to **The County of Brunswick**, PO Box 249, Bolivia, NC 28422.

WITNESSETH

That whereas Bryan W. Batton was appointed commissioner under an order of the District Court of Brunswick County, North Carolina, in the tax foreclosure proceeding entitled "County of Brunswick vs. David Mark Mercer and Pamela Erin Mercer, Case # 20 CVD 2100, and Bryan W. Batton was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas Bryan W. Batton, commissioner, did on the 14th day of May, 2021, offer the land hereinafter described at a public sale at the Brunswick County Courthouse door, in Bolivia, North Carolina, wherein **The County of Brunswick** became the last and highest bidder for said land for the sum of $ 1,692.26 for Parcel # 173IA00101, and no upset or increased bid having been made within the time allowed by law, and the sale having been confirmed, and Bryan W. Batton having been ordered to execute a deed to the purchaser upon payment of the purchase money;

Now, in consideration of the premises and the sum of $ 1,692.26 for Parcel # 173IA00101, receipt of which is hereby acknowledged, Bryan W. Batton, commissioner, does, by these presents, hereby bargain, sell, grant, and convey to **The County of Brunswick** and its heirs and assigns, that property situated in Brunswick County, North Carolina, and described as follows:

PARCEL # 173IA00101:

BEGINNING at an iron on the southern right-of-way of Pender Street, said point being South 62 degrees 11 minutes West 2090 feet from the western right-of-way of Bladen Street, thence from the beginning South 27 degrees 49 minutes east 200 feet to an iron, thence South 62 degrees 11 minutes West 80 feet to an iron, thence North 27 degrees 49 minutes west 200 feet to an iron, thence North 62 degrees 11 minutes east 80 feet to the BEGINNING, being Lot 94 as shown on plat entitled, "Parts 1 and 2, Section 3W, Boiling Spring Lakes," which is to be recorded at a later

date.

This conveyance is made subject to 2021 County and City property taxes, the payment of which shall be assumed by the purchaser. To have and to hold the aforesaid tract of land, to **The County of Brunswick** and its heirs and assigns forever, in as full and ample manner as Bryan W. Batton, commissioner, is authorized and empowered to convey the same.

In witness whereof, Bryan W. Batton, commissioner, has hereunto set his hand and seal.

_____(SEAL)
Bryan W. Batton, Commissioner

NORTH CAROLINA
BRUNSWICK COUNTY

I, Laura M. Rabon, Notary Public of this County, do hereby certify that Bryan W. Batton, commissioner, grantor, personally appeared before me this day and that I have personal knowledge of the identity of the principal; that he acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein.

Witness my hand and official seal this 22nd day of June, 2021.

Laura M. Rabon
Laura M. Rabon, Notary Public

My commission expires: 5/22/2026.

LAURA M RABON NOTARY PUBLIC BRUNSWICK COUNTY, NC

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # V. - 6.
County Attorney - St. James CM-4, Phase 2, DOD

From:
Asst. County Attorney - Bryan Batton

Issue/Action Requested:
Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in St. James CM-4, Phase 2.

Background/Purpose of Request:
STJ Developments, LLC has submitted a Deed of Dedication for water and sewer infrastructure in St. James CM-4, Phase 2. The lines have been tested and approved and are ready to be incorporated into our utility system.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
$ 115,800.00 for water
$ 123,100.00 for sewer

Approved By County Attorney:
Yes

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

County Manager's Recommendation:
Recommend the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in St. James CM-4, Phase 2.

ATTACHMENTS:

Description

- St. James CM-4, Phase 2, DOD

Prepared by:
Nathaniel H. Cook
Block, Crouch, Keeter, Behm & Sayed, LLP
P.O. Box 4, Wilmington, NC 28402

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the 12 day of April, 2021, by and between STJ DEVELOPMENTS, LLC, a North Carolina limited liability company with an office and place of business in Brunswick County, North Carolina, party of the first part, hereinafter referred to as "Developer", and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, party of the second part, hereinafter referred to as Grantee, whose mailing address is PO Box 249 Bolivia, NC 28422;

W I T N E S S E T H :

THAT WHEREAS Developer is the owner and developer of certain tracts or parcels of land located in Brunswick County, North Carolina, known as Phase 2 - The Towns at St. James Plantation, being a portion of the property described in the Deed recorded in Book 4131, Page 210, Brunswick County Registry and depicted on that plat entitled "Subdivision Plat, Phase 2 - CM-4 & MF-4, The Towns at St. James Plantation, PIN:206708889574, D.B. 4131, PG. 210, Lockwood Folly Township, Brunswick County, NC," prepared by Paramounte Engineering, Inc., which map is recorded in Map Cabinet 127 at Pages 62-65 in the office of the Register of Deeds of Brunswick County; and

AND WHEREAS Developer has caused to be installed water distribution lines and sewer lines under and along the road right-of-way hereinafter described and referenced;

AND WHEREAS Developer wishes to obtain water and sewer from Grantee for the property and to make water and sewer from Grantee's system available to individual owners

AND WHEREAS Grantee has adopted through appropriate resolution stated policy regarding water distribution and sewer systems under the terms of which, among other things, in order to obtain water and sewer for said subdivision Developer must convey title to the water and sewer distribution system to Grantee through an instrument of dedication acceptable to Grantee.

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

> Being the water and sewer lines located in the areas described as Berkeley Court 45' Private ROW, Harpers Way 45' Private ROW, Sundew Drive 45" Private ROW, and Naples Court Private ROW as depicted on that plat entitled ""Subdivision Plat, Phase 2 - CM-4 & MF-4, The Towns at St. James Plantation, PIN:206708889574, D.B. 4131, PG. 210, Lockwood Folly Township, Brunswick County, NC," prepared by Paramounte Engineering, Inc., which map is recorded in Map Cabinet 127 at Pages 62-65, reference to which is hereby made for a more particular description.

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

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

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

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

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

STJ DEVELOPMENTS, LLC,
a North Carolina limited liability company

By: _____(SEAL)
Patrick Lennon, Authorized Agent

STATE OF NORTH CAROLINA
COUNTY OF Brunswick

I, a Notary Public of the State and County aforesaid, do hereby certify that on this 12 day of April, 2021 personally appeared before me PATRICK LENNON, Authorized Agent of STJ DEVELOPMENTS, LLC, a North Carolina limited liability company

✓ personally known to me;
____ proved to me by satisfactory evidence;
____ proved to me on the oath or affirmation of _____, who is personally known to me,

to be the person whose name is signed on the preceding Deed of Dedication, and acknowledged to me that he signed it voluntarily for its stated purpose.

Jeanette Phillips
NOTARY PUBLIC
Brunswick County
North Carolina
My Commission Expires October 17, 2023

(NOTARY SEAL)

_____
Signature of Notary Public

Jeanette Phillips
Printed or Typed Name of Notary Public

My Commission Expires: October 17, 2023

ACCEPTANCE OF DEED OF DEDICATION

This Deed of Dedication and accompanying Affidavit for STJ Developments, LLC was accepted by the Brunswick County Board of Commissioners on the ___ day of _____, 2021.

Brunswick County Board of Commissioners

_____
Randy Thompson, Chairman

_____
Andrea White
Clerk to the Board

UTILITY RECORD DRAWINGS -
LOTS 1A/B-5A/B & 37A/B-54A/B
ST. JAMES
CM-4-PH2

BRUNSWICK COUNTY, NC

JANUARY 2021

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

PREPARED FOR:
STJ DEVELOPMENTS, LLC.
60 GREGORY ROAD, SUITE 1
BELVILLE, NC 28451

DEVELOPER:
STJ DEVELOPMENTS, LLC
60 GREGORY ROAD
BELVILLE, NC 28451

ENGINEER (CIVIL):
PARAMOUNTE ENGINEERING, INC
122 CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
ATTN: TIM CLINKSCALES, P.E. (910) 791-6707

NOTICE REQUIRED

ALL EXISTING UNDERGROUND UTILITIES SHALL BE PHYSICALLY LOCATED PRIOR TO THE BEGINNING OF ANY CONSTRUCTION IN THE VICINITY OF SAID UTILITIES.

CONTRACTORS SHALL NOTIFY OPERATORS WHO MAINTAIN UNDERGROUND UTILITY LINES IN THE AREA OF PROPOSED EXCAVATION AT LEAST TWO WORKING DAYS, BUT NOT MORE THAN TEN WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION OR DEMOLITION.

CONTACT "CAROLINA ONE CALL" AT
1-800-632-4949

CONTACT THESE UTILITIES

BRUNSWICK COUNTY
ATTN: LESLIE BELL
PH: 910.253.2537

PROGRESS ENERGY
PH: 1-800-632-4949

PIEDMONT NATURAL GAS
PH: 910-799-7195

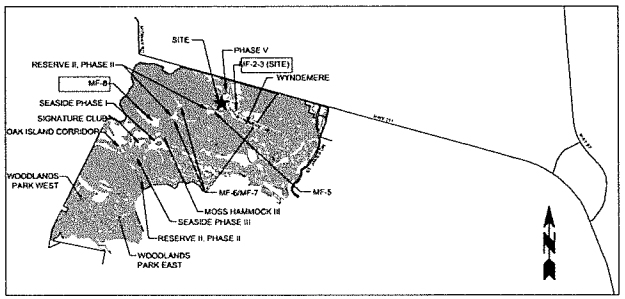
EMERGENCY DIAL 911

POLICE - FIRE - RESCUE

BRUNSWICK COUNTY ENGINEERING
(WATER & SEWER)
ATTN: MR. WILLIAM PYNNE, PE
PH: 910-253-2657

BELL SOUTH
PH: 1-800-632-4949

TIME WARNER CABLE
PH: 910-763-4638



VICINITY MAP
1" = 4,000'

PREPARED BY:
PARAMOUNTE
ENGINEERING, INC.
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6707 (F)
PROJECT # 18159.PE

SANITARY SEWER QUANTITIES	
MATERIAL	QUANTITY
2" SDR21 PVC	1300 LF
3" SDR21 PVC	265 LF

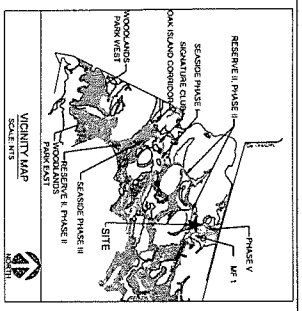
WATER QUANTITIES	
MATERIAL	QUANTITY
6" C900 PVC	990 LF
4" C900 PVC	785 LF

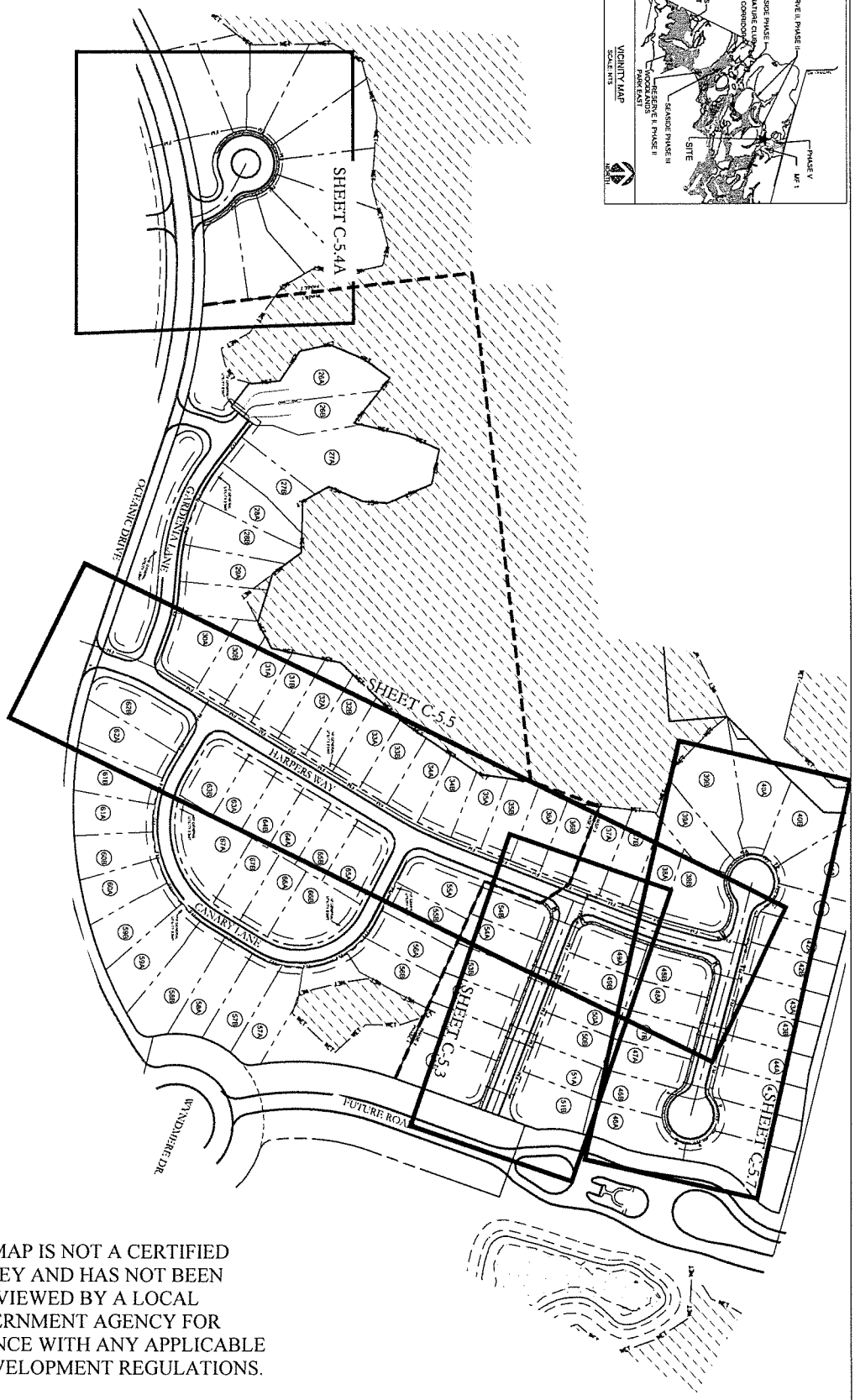
NORTH CAROLINA PROFESSIONAL ENGINEER 028847 TIMOTHY G CLINKSCALES
2/6/21

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C-0.0	COVER SHEET
C-5.0	INDEX SHEET
C-5.3,C-5.4A C-5.5&C-5.7	PLAN AND PROFILES

RECORD DRAWINGS

811
Know what's below.
Call before you dig.





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

GRAPHIC SCALE
SCALE: 1"=75'

RECORD DRAWING

C-5.0

PROJECT STATUS
CONCEPT PLAN LAYOUT
PRELIMINARY LAYOUT
FINAL DESIGN
RELEASED FOR CONST

DRAWING INFORMATION
DATE 06/11/18
SCALE 1"=75'
DESIGNED CMS
DRAWN CMS
CHECKED CMS

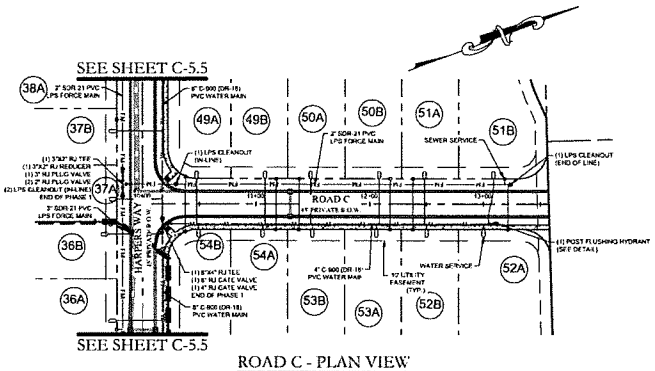
PLAN & PROFILE INDEX

CM-4-PHASE 2
ST. JAMES PLANTATION
BRUNSWICK COUNTY, NC

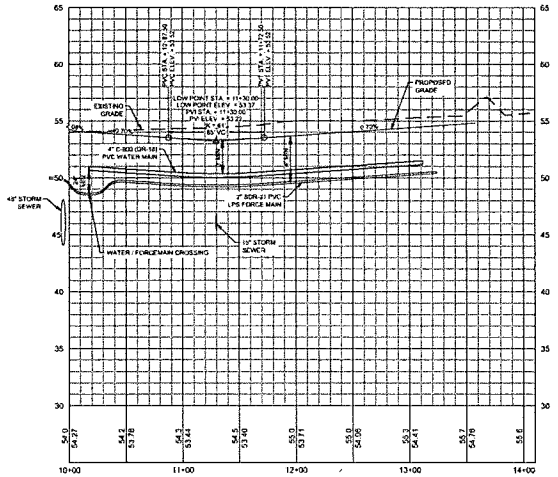
PARAMOUNTE ENGINEERING, INC.
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

CLIENT INFORMATION:
STJ DEVELOPMENTS, LLC
60 GREGORY ROAD, SUITE 1
BELVILLE, NC 28451

REVISIONS:



ROAD C - PLAN VIEW
HORIZONTAL SCALE: 1"=50'



ROAD C - PROFILE VIEW
HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'

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

GRAPHIC SCALE
SCALE: 1"=50'

RECORD DRAWING

Know what's below. Call before you dig.

PROJECT STATUS
CONSTRUCTION LAYOUT
PRELIMINARY PLAT
FINAL PLAT
CONSTRUCTION

DRAWING INFORMATION
DATE
SCALE
DESIGN
DRAWN
CHECKED

PLAN & PROFILE
ROADS H AND C

CM-4-PHASE 2
ST. JAMES PLANTATION
BRUNSWICK COUNTY, NC

SEAL
NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
J. CHRISTOPHER MONTIE
028847
1/6/21

C-5.3

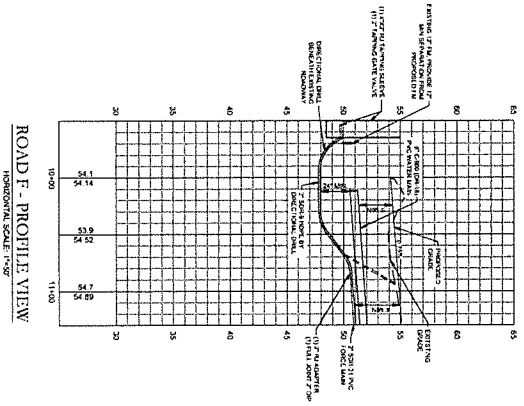
PEI JOB#: 19158.PE

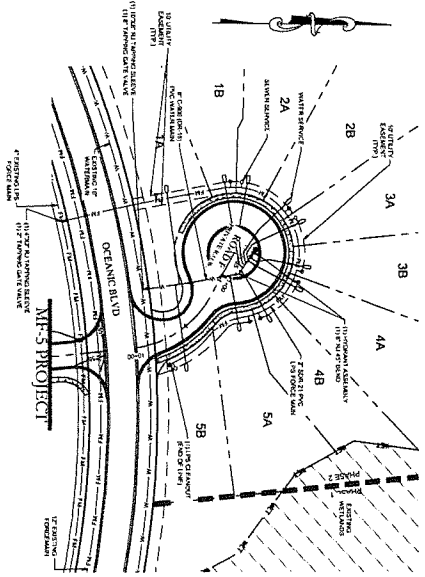
PARAMOUNT ENGINEERING, Inc.
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

CLIENT INFORMATION
STJ DEVELOPMENTS, LLC
c/o GREGORY ROAD, SUITE 1
BELVILLE, NC 28451

REVISIONS:

Know what's below. Call before you dig. 811



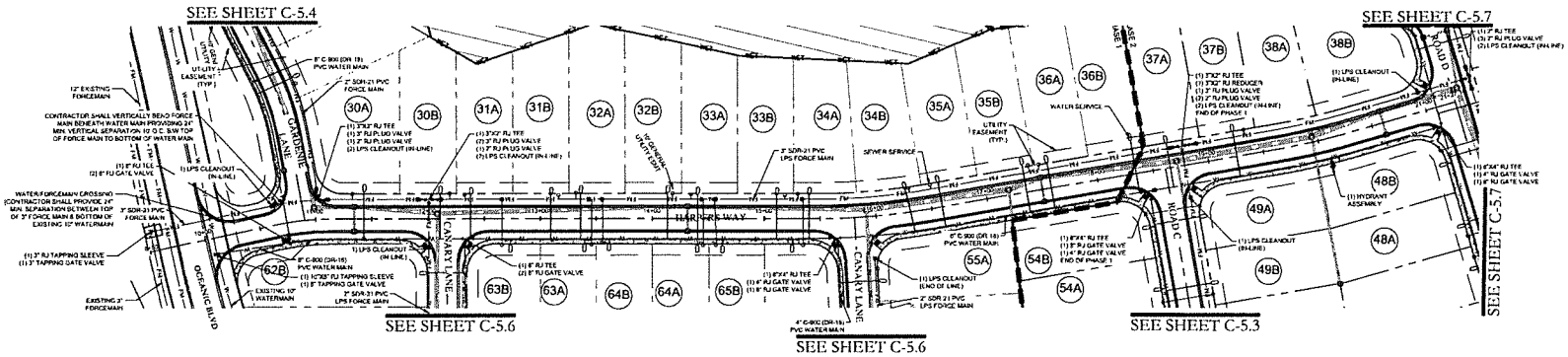


THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

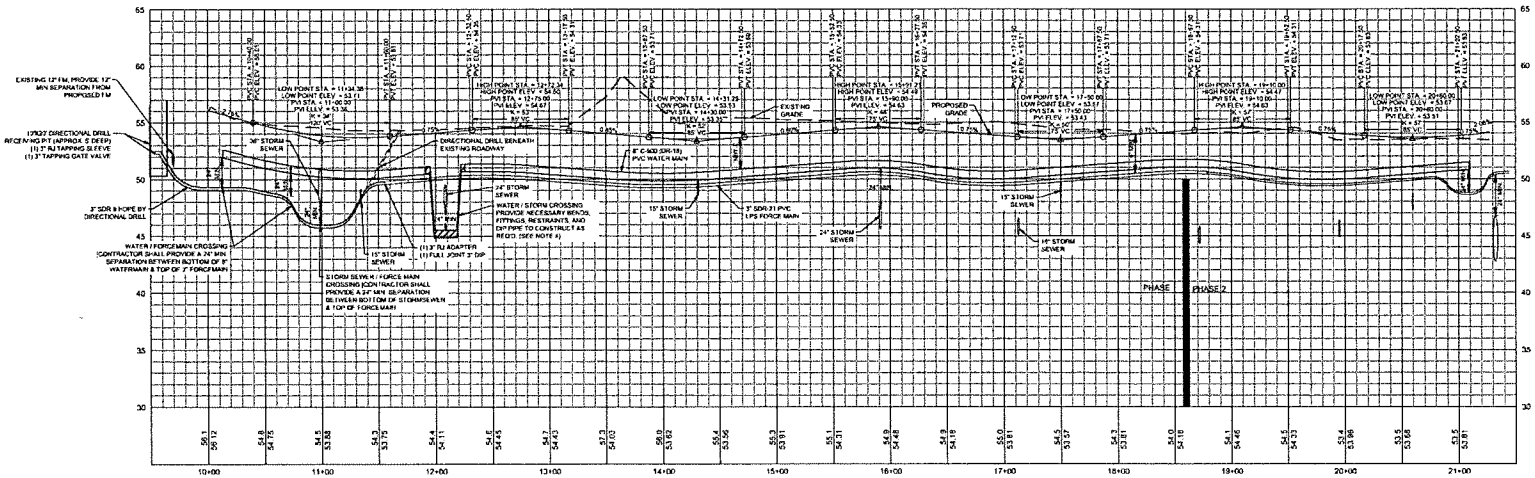
GRAPHIC SCALE
SCALE: 1"=50'

RECORD DRAWING

PROJECT NO. 181301	C-5.4A	PROJECT STATUS: CONCEPTUAL LAYOUT; PRELIMINARY LAYOUT; FINAL DESIGN; RELEASED FOR CONST. — DRAWING INFORMATION: DATE 08/1/19; SCALE 1"=50'; DESIGNED; DRAWN; CHECKED	PLAN & PROFILE ROAD F MF-5 & CM-4 ST. JAMES PLANTATION BRUNSWICK COUNTY, NC	PARAMOUNTE ENGINEERING, INC. 122 Cinema Drive Wilmington, North Carolina 28403 (910) 791-6707 (O) (910) 791-6760 (F) NC License #: C-2846	CLIENT INFORMATION: STJ DEVELOPMENTS, LLC 60 GREGORY ROAD, SUITE 1 BELVILLE, NC 28451	REVISIONS:



HARPERS WAY - PLAN VIEW
HORIZONTAL SCALE: 1"=50'



HARPERS WAY - PROFILE VIEW
HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'

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

RECORD DRAWING

GRAPHIC SCALE
SCALE: 1"=50'

811 Know what's below. Call before you dig.

REVISIONS:

CLIENT INFORMATION
STJ DEVELOPMENTS, LLC
60 GREGORY ROAD, SUITE 1
BELVILLE, NC 28451

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

PROJECT STATUS
CONCEPTUAL LAYOUT
PRELIMINARY PLAT
FINAL DESIGN
RECORD DRAWING (CCR)

DRAWING INFORMATION
SCALE
DESIGN BY
DRAWN BY
CHECKED BY

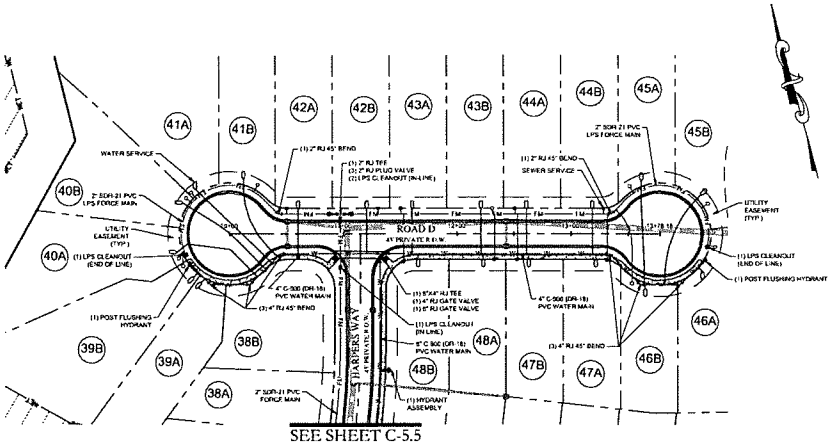
PLAN & PROFILE
HARPERS WAY

CM-4- PHASE 1
ST. JAMES PLANTATION
BRUNSWICK COUNTY, NC

SEAL
NORTH CAROLINA
PROFESSIONAL
026447
ENGINEER
CLINTON D. CLINKSCALES
06/21

C-5.5

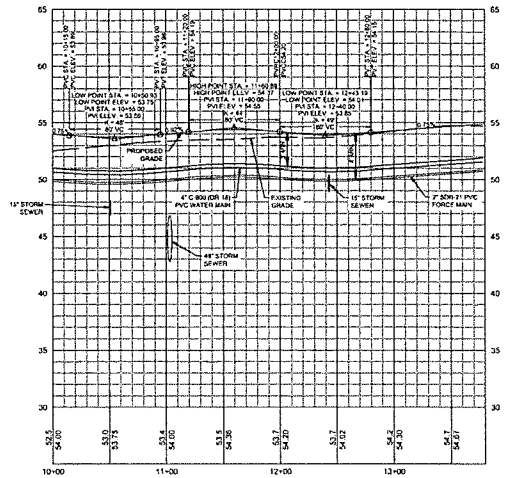
PEI JOB#: 18158.PE



SEE SHEET C-5.5

ROAD D - PLAN VIEW

HORIZONTAL SCALE: 1"=50'



ROAD D - PROFILE VIEW

HORIZONTAL SCALE: 1"=50'

VERTICAL SCALE: 1"=5'

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RECORD DRAWING

GRAPHIC SCALE

SCALE: 1"=50'

811 Know what's below. Call before you dig.

REVISIONS:

CLIENT INFORMATION

STJ DEVELOPMENTS, LLC
60 GREGORY ROAD, SUITE 1
BELVILLE, NC 28451

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

PROJECT STATUS
CONCEPT PLAN SUBMITTAL
CONSTRUCTION PLANS
FINAL PLAT
AS-BUILT CONDITIONS

DRAWING INFORMATION
DRAWN BY: TH / JM
SCALE: 1"=50'
DESIGNED BY: GSR
DRAWN BY: GSR
CHECKED BY: GSR

PLAN & PROFILE
ROAD D

CM4- PHASE 2
ST. JAMES PLANTATION
BRUNSWICK COUNTY, NC

SEAL

NORTH CAROLINA PROFESSIONAL ENGINEER 028547 GREGORY S. CLEMENTS 2/6/21

C-5.7

PEJ JOB#: 19159.PE

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AFFIDAVIT

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

1. That it is the owner of certain property located in Lockwood Folly Township, Brunswick County, North Carolina, known as Phase 2 - The Towns at St. James Plantation, being a portion of the property described in the Deed recorded in Book 4131, Page 210, Brunswick County Registry and depicted on that plat entitled ""Subdivision Plat, Phase 2 - CM-4 & MF-4, The Towns at St. James Plantation, PIN:206708889574, D.B. 4131, PG. 210, Lockwood Folly Township, Brunswick County, NC," prepared by Paramounte Engineering, Inc., which map is recorded in Map Cabinet 127 at Pages 62-65 in the office of the Register of Deeds of Brunswick County, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.
2. That it has caused to be installed water distribution lines and sewer lines under and along the road right-of-way hereinafter described and referenced:

> Being the water and sewer lines located in the areas described as Berkeley Court 45' Private ROW, Harpers Way 45' Private ROW, Sundew Drive 45" Private ROW, and Naples Court Private ROW as depicted on that plat entitled ""Subdivision Plat, Phase 2 - CM-4 & MF-4, The Towns at St. James Plantation, PIN:206708889574, D.B. 4131, PG. 210, Lockwood Folly Township, Brunswick County, NC," prepared by Paramounte

Engineering, Inc., which map is recorded in Map Cabinet 127 at Pages 62-65, reference to which is hereby made for a more particular description.

3. All the work which has been performed in the construction and installation of said water and sewer lines described in Paragraph 2, above, has been fully paid for and there are now no liens of any kind including any lien for labor or materials against the subdivision of which Affiant is aware which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water and sewer lines installed therein which would in any way jeopardize title to the subdivision or the water and sewer lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized Vice President, this the 12 day of April, 2021.

STJ DEVELOPMENTS, LLC,
a North Carolina limited liability company

By: _____(SEAL)
Patrick Lennon, Authorized Agent

STATE OF NORTH CAROLINA
COUNTY OF Brunswick

Signed and sworn to before me this day by PATRICK LENNON, Authorized Agent of STJ DEVELOPMENTS, LLC, a North Carolina limited liability company.

Date: April 12, 2021

Jeanette Phillips
NOTARY PUBLIC
Brunswick County
North Carolina
My Commission Expires October 17, 2023

_____
Signature of Notary Public

Jeanette Phillips
Printed Name of Notary Public

(NOTARY SEAL)
My Commission Expires: October 17, 2023

UTILITY RECORD DRAWINGS -
LOTS 1A/B-5A/B & 37A/B-54A/B
ST. JAMES
CM-4-PH2

BRUNSWICK COUNTY, NC

JANUARY 2021

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

PREPARED FOR:
STJ DEVELOPMENTS, LLC.
60 GREGORY ROAD, SUITE 1
BELVILLE, NC 28451

DEVELOPER:
STJ DEVELOPMENTS, LLC
60 GREGORY ROAD
BELVILLE, NC 28451

ENGINEER (CIVIL):
PARAMOUNTE ENGINEERING, INC.
122 CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
ATTN: TIM CLINISCALES, P.E. (910) 791-6707

NOTICE REQUIRED

ALL EXISTING UNDERGROUND UTILITIES SHALL BE PHYSICALLY LOCATED PRIOR TO THE BEGINNING OF ANY CONSTRUCTION IN THE VICINITY OF SAID UTILITIES.

CONTRACTORS SHALL NOTIFY OPERATORS WHO MAINTAIN UNDERGROUND UTILITY LINES IN THE AREA OF PROPOSED EXCAVATION AT LEAST TWO WORKING DAYS, BUT NOT MORE THAN TEN WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION OR DEMOLITION.

CONTACT "CAROLINA ONE CALL" AT
1-800-632-4949

CONTACT THESE UTILITIES

BRUNSWICK COUNTY
ATTN: LESLIE BELL
PH: 910 253-2657

PROGRESS ENERGY
PH: 1-800-632-4949

PIEDMONT NATURAL GAS
PH: 910-799-7185

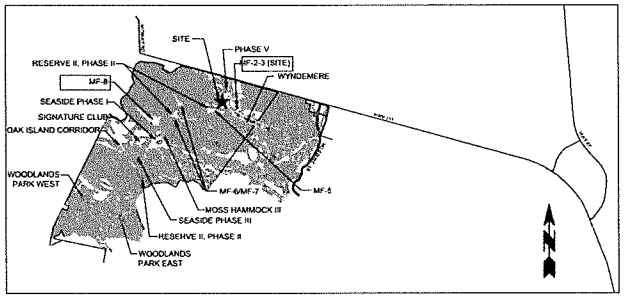
EMERGENCY DIAL 911

POLICE - FIRE - RESCUE

BRUNSWICK COUNTY ENGINEERING
(WATER & SEWER)
ATTN: MR. WILLIAM PHINGE, PE
PH: 910-253-2657

BELL SOUTH
PH: 1-800-632-4949

TIME WARNER CABLE
PH: 910-763-4638



VICINITY MAP
1" = 4,000'

PREPARED BY:
PARAMOUNTE
ENGINEERING, INC.
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O); (910) 791-6707 (F)
PROJECT # 18159.PE

SANITARY SEWER QUANTITIES	
MATERIAL	QUANTITY
2" SDR21 PVC	1300 LF
3" SDR21 PVC	265 LF

WATER QUANTITIES	
MATERIAL	QUANTITY
8" C900 PVC	990 LF
4" C900 PVC	785 LF

NORTH CAROLINA PROFESSIONAL ENGINEER 018847 TIMOTHY G CLINISCALES ENGINEER 2/6/21

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C-0.0	COVER SHEET
C-5.0	INDEX SHEET
C-5.3,C-5.4A C-5.5&C-5.7	PLAN AND PROFILES

RECORD DRAWINGS

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

GRAPHIC SCALE
SCALE: 1"=75'

RECORD DRAWING

811 Know what's below. Call before you dig.

PROJECT STATUS
CONCEPTUAL LAYOUT
PRE-TENTATIVE LAYOUT
PRELIMINARY PLAT
RELEASED FOR CONST.

DRAWING INFORMATION
DATE
DESIGNED
DRAWN
CHECKED

SEAL
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042113 GREGORY S. CRAWFORD
12/31/19

PLAN & PROFILE INDEX

CM-4-PHASE 2
ST. JAMES PLANTATION
BRUNSWICK COUNTY, NC

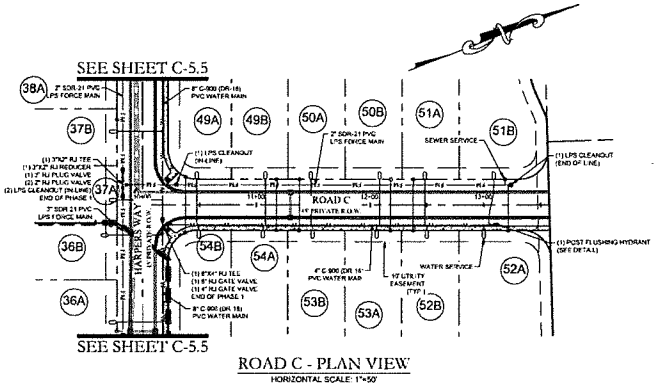
C-5.0

PCI JOB#: 18159.PE

REVISIONS:

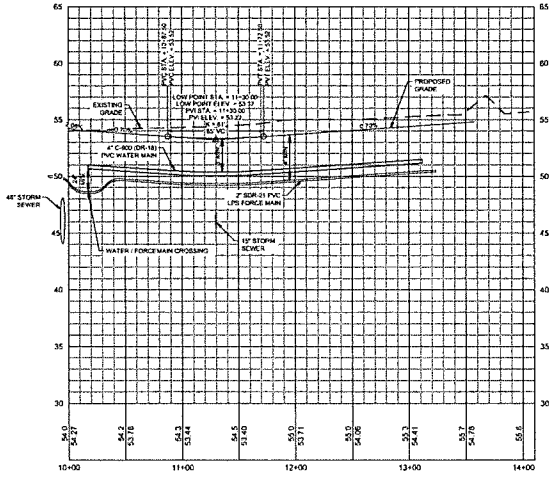
CLIENT INFORMATION
STJ DEVELOPMENTS, LLC
60 GREGORY ROAD, SUITE 1
BELVILLE, NC 28451

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



ROAD C - PLAN VIEW

HORIZONTAL SCALE: 1"=50'



ROAD C - PROFILE VIEW

HORIZONTAL SCALE: 1"=50'

VERTICAL SCALE: 1"=5'

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811 Know what's below. Call before you dig.

RECORD DRAWING

GRAPHIC SCALE

SCALE: 1"=50'

REVISIONS

CLIENT INFORMATION

STJ DEVELOPMENTS, LLC
60 GREGORY ROAD, SUITE 1
BELVILLE, NC 28451

PARAMOUNTE
Engineering, Inc.
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 794-4177 (910) 790-4760 (F)
NC License # C-2545

PLAN & PROFILE
ROADS H AND C

CM-4-PHASE 2
ST. JAMES PLANTATION
BRUNSWICK COUNTY, NC

PROJECT STATUS
CONSTRUCTION LAYOUT
PRELIMINARY PLAT
REVISED PLAT
RECORD DRAWING

DRAWING INFORMATION
DATE
SCALE
DESIGNED
DRAWN
CHECKED

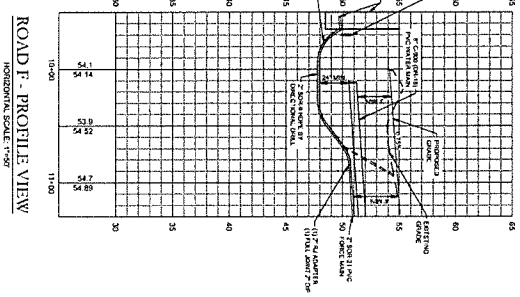
SEAL
NORTH CAROLINA PROFESSIONAL ENGINEER
32511
1/6/21

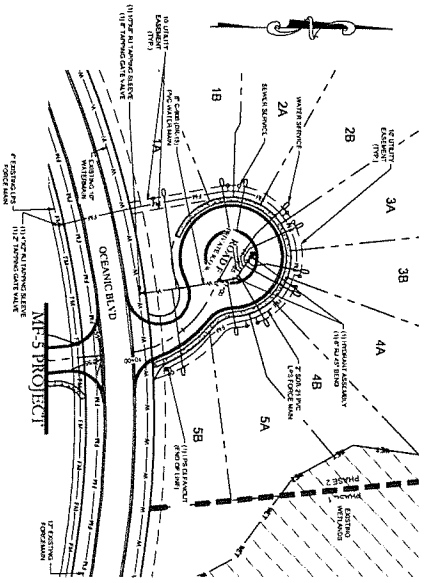
C-5.3

PEI JOB#: 18159.PE

811
Know what's below.
Call before you dig.

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

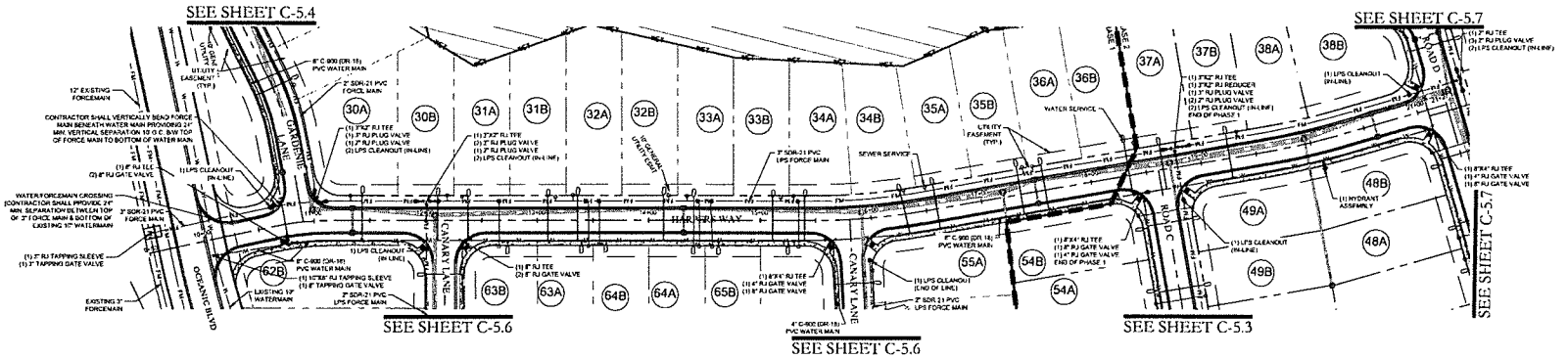




GRAPHIC SCALE
SCALE 1"=50'

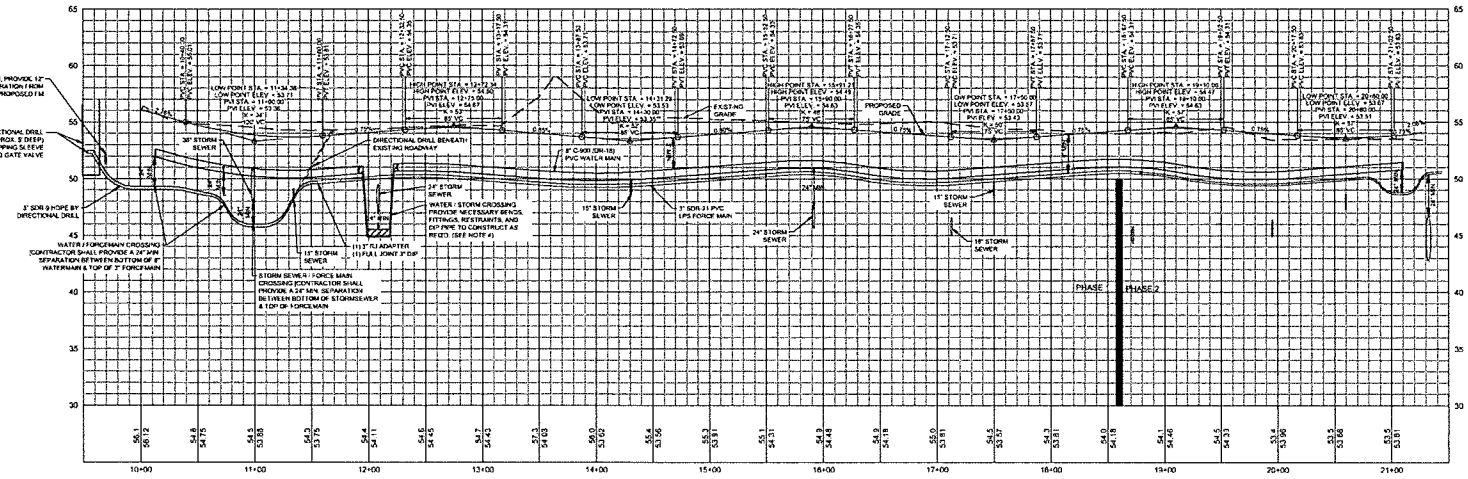
RECORD DRAWING

C-5.4A	PROJECT STATUS: CONCEPTUAL LAYOUT; PRELIMINARY LAYOUT; FINAL DESIGN; RELEASED FOR CONST. DRAWING INFORMATION: DATE 09/17/19, SCALE 1"=50', DESIGNED CEM, DRAWN CEM, CHECKED CMW	PLAN & PROFILE ROAD F MF-5 & CM-4 ST. JAMES PLANTATION BRUNSWICK COUNTY, NC	PARAMOUNTE ENGINEERING, INC. 122 Cinema Drive Wilmington, North Carolina 28403 (910) 791-6707 (O) (910) 791-6760 (F) NC License #: C-2846	CLIENT INFORMATION: STJ DEVELOPMENTS, LLC 60 GREGORY ROAD, SUITE 1 BELVILLE, NC 28451	REVISIONS:



HARPERS WAY - PLAN VIEW

HORIZONTAL SCALE: 1"=50'



HARPERS WAY - PROFILE VIEW

HORIZONTAL SCALE: 1"=50'

VERTICAL SCALE: 1"=5'

GRAPHIC SCALE

SCALE: 1"=50'

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RECORD DRAWING

811 Know what's below. Call before you dig.

REVISIONS:

CLIENT INFORMATION

STJ DEVELOPMENTS, LLC
60 GREGORY ROAD, SUITE 1
BELVILLE, NC 28451

PARAMOUNTE Engineering
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 794-0700 (T) (910) 256-0766 (F)
NC License # C-2946

PLAN & PROFILE
HARPERS WAY

CM-4- PHASE 1
ST. JAMES PLANTATION
BRUNSWICK COUNTY, NC

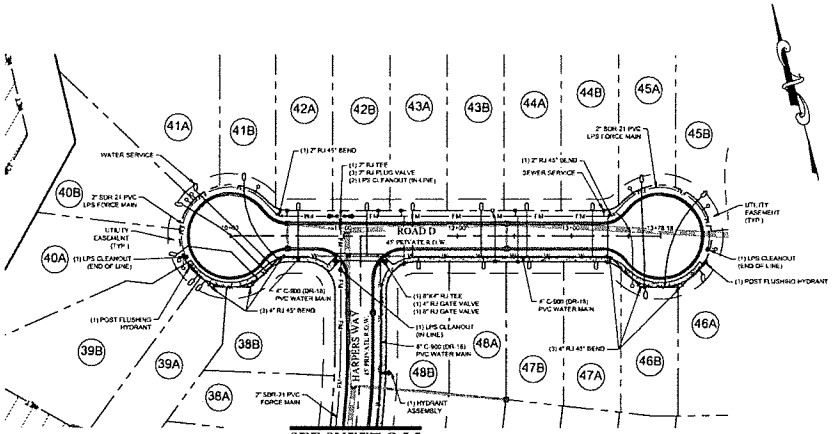
PROJECT STATUS
CONCEPTUAL / HOLD
PRELIMINARY APPLICATION
PERMIT SET
RECORD DRAWING

DRAWING INFORMATION
DATE
DESIGNED
DRAWN
CHECKED

SEAL: NORTH CAROLINA PROFESSIONAL ENGINEER CHRISTOPHER C. CLINKSCALES
1/6/21

C-5.5

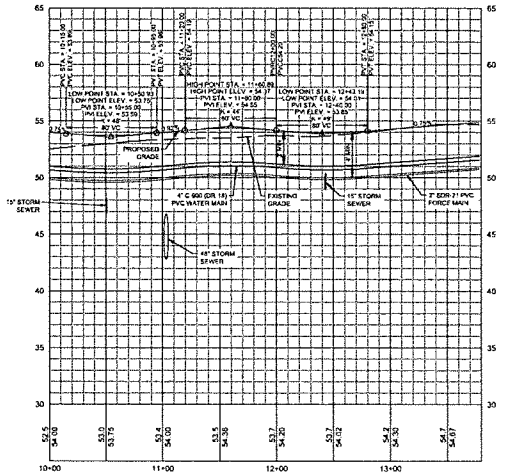
PEI JOB#: 18152.PE



SEE SHEET C-5.5

ROAD D - PLAN VIEW

HORIZONTAL SCALE: 1"=50'



ROAD D - PROFILE VIEW

HORIZONTAL SCALE: 1"=50'

VERTICAL SCALE: 1"=5'

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GRAPHIC SCALE

SCALE: 1"=50'

RECORD DRAWING

Know what's below. Call before you dig.

REVISIONS:

CLIENT INFORMATION

STJ DEVELOPMENTS, LLC
60 GREGORY ROAD, SUITE 1
BELVILLE, NC 28451

PARAMOUNTE ENGINEERING, INC.
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2640

PLAN & PROFILE
ROAD D

CM4- PHASE 2
ST. JAMES PLANTATION
BRUNSWICK COUNTY, NC

PROJECT STATUS
CONCEPTUAL LAYOUT
PRELIMINARY LAYOUT
PRELIMINARY PLAT
RECORDATION

DRAWING INFORMATION
DATE
SCALE
DRAWN
CHECKED

SEAL

2/8/21

C-5.7

PEI JOB#: 19159.PE

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # V. - 7.
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.

-NC Education Lottery Application
Request that the Board of Commissioners authorize the Chairman to execute the signed North Carolina Education Lottery application. Freyja Cahill, Brunswick County Schools Finance Officer, submitted the attached State lottery funding application for $800,000 lottery funds to be used for the 2015 LOBS debt payments in FY 2021-2022.

-Airport Grant 36244.58.13.1 Grant Agreement
Approve and authorize the chairman to sign the grant agreement for the airport grant 36244.58.13.1 in the amount of $3,254,231 with a local match of $361,582. The grant and local match were approved on the June 8, 2021 Board of Commissioners meeting. This agreement provides NCDOT work authorization for West Apron Expansion Phase II (construction) under grant 36244.58.13.1.

-FY22 JCPC Funding Budget Appropriation
Appropriate state revenues restricted of $242,486 as awarded by the Juvenile Crime Prevention Council from the NC Department of Public Safety and approved at the 4/19/2021 board meeting. The following has been awarded to the JCPC Programs; JCPC Administration $7,500, Coastal ART $44,990, Guiding Good Choices (GCC) & Systematic Training for Effective Parenting (STEP) $47,289, Providence Home $20,441, Teen Court $59,141, Restitution $63,125.

-2021 Brunswick County CWRAR Grant
Appropriate state revenues restricted of $20,000 for the NC DEQ Community Waste Reduction and Recycling Grant approved at the 06/07/2021 board meeting. Grant program provides funding to public recycling programs for projects to help communities build lasting capacity to divert materials from the waste stream and/or increase awareness of recycling. Grant requires cash match of 20% covered by funds in approved FY22 Solid Waste budget. Grant period is 7/1-21-6/30/22.

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

- 20210706 Attach-lottery fund application.pdf
- 20210706 Attach-Airport Grant 36244.58.13.1 Grant Agreement.pdf
- 20210706 Attach FY22 Brunswick County JCPC Funding Plan
- 20210706 Budget Amendment FY22 Brunswick County JCPC Funding Plan Allocations
- 20210706 Budget Amendment 2021 Brunswick County CWRAR Grant
- 20210706 Attach 2021 Brunswick County CWRAR Grant

BRUNSWICK COUNTY SCHOOLS

35 Referendum Drive Bolivia, North Carolina 28422 Phone: 910-253-2900 Fax: 910-253-2983

___ Board Presentation	✓ Approved
___ Report to the Board	___ Denied
_X_ Consent Agenda	___ Deferred
___ Action Agenda	
___ Discussion Agenda	Attest: Clerk to the Board
___ Confidential Agenda	VB
___ Information Item	
___ Announcement	Date 6/8/21

Date: **May 18, 2021**

To: **Dr. Jerry Oates**

From: **Freyja Cahill, CFO**

Subject: **Lottery Fund Application**

BACKGROUND

The North Carolina Lottery provides an annual allocation to school districts for capital outlay projects. BCS has been allocated on average $800,000 per year. In order to draw down these funds, an application must be submitted that has been approved by both the BOE and the County Commissioners.

CURRENT STATUS

The lottery funds have been used to offset the 2015 Limited Obligation Bonds annual debt service that funded the North Brunswick High School Classroom Addition and the Waccamaw Multi-Purpose Facility.

RECOMMENDATION

It is recommended that the BOE approve the attached Application for use of Lottery Proceeds.

APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

Approved: _____

Date: _____

County: Brunswick County

LEA: Brunswick County Schools - 100

Address: 35 Referendum Drive, Bolivia NC

Contact Person: Freyja Cahill

Title: Chief Finance Officer

Phone: 910-253-1049

Project Title: 2021-2022 Debt Service

Location: North Brunswick High Addition and Waccamaw Multi-Purpose Facility - 2015 LOB

Type of Facility: _____

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds…

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: _____

Estimated Costs:

Purchase of Land	$	
Planning and Design Services		
New Construction		
Additions / Renovations		
Repair		
Debt Payment / Bond Payment		800,000.00
TOTAL	$	800,000.00

Estimated Project Beginning Date: July 1, 2021 Est. Project Completion Date: June 30, 2022

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of $_____ from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

H E Tomlin 6-8-21

(Signature — Chair, Board of Education) (Date)

Form Date: July 01, 2011

GRANT AGREEMENT

STATE AID TO AIRPORTS
BETWEEN
THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA
AND
BRUNSWICK COUNTY

AIRPORT: **CAPE FEAR REGIONAL**

PROJECT NO: **36244.58.13.1**

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **BRUNSWICK COUNTY**, the public agency owning the **CAPE FEAR REGIONAL JETPORT** (hereinafter referred to as "Sponsor").

This agreement shall be effective on _____ and shall terminate on **FEBRUARY 15**, **2023** with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project's Request for Aid (RFA) Application are authorized.

W I T N E S S E T H

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department, subject to limitations and conditions stated therein, to provide State Aid in the forms of loans and grants to cities, counties and public airport authorities of North Carolina for the purpose of planning, acquiring and improving municipal, county and other publicly-owned or publicly controlled airport facilities, and to authorize related programs of aviation safety, education, promotion and long-range planning; and

WHEREAS, the Sponsor has made a formal application dated **JUNE 9, 2021** to the Division of Aviation ("Division") for State Financial Aid funds for the **CAPE FEAR REGIONAL JETPORT**; and

WHEREAS, a grant in the amount of **$3,254,231** not to exceed **90 percent** of the final, eligible project costs of **$3,615,813** subject to the conditions and limitations herein; and

WHEREAS, the Agreement of State Financial Aid funds will be used for the following approved project:

WEST APRON EXPANSION – PHASE II (construction)

WHEREAS, pursuant to NC GS 63-68 (2), the Division may, in its discretion, conduct safety projects or programs to improve the safety and planning of the air transportation system.

NOW THEREFORE, the Sponsor and the Division of Aviation ("Division") do mutually hereby agree as follows:

1) Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Department, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

2) The Sponsor agrees to comply and assures the compliance by each of its third-party contractors and subrecipients at any tier, with the provisions of G.S. § 143-59.2, "Certain vendors prohibited from contracting with State." G.S. § 133-32 and Executive Order 024 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted or promised by any employees of your organization. This prohibition covers those vendors and contractors who:

(1) have a contract with a governmental agency; or

(2) have performed under such a contract within the past year; or

(3) anticipate bidding on such a contract in the future.

3) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and the Sponsor's approval of the Agreement.

4) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.

5) The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook.*

APPENDIX A6.4.1
TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the contractor under the contract until the contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX A6.4.2
TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property**) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX A6.4.3
TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances:

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.4
TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.5
TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN BELOW:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR
(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if Required)
(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: Chairman

DATE: 16 June 21

SECTION A: **SPONSOR'S ASSURANCES: GENERAL CONDITIONS**

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Division's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public per G.S. § 63-65.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Division.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. It is the policy of this State to encourage and promote participation by the Disadvantaged Business Enterprise Program (MBE and WBE) in contracts let by the Department pursuant to G.S. § 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure DBE's have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The Sponsor assures and certifies with respect to this Agreement that they will pursue these requirements as stipulated by the Department in the advertising, award, and administration of all contracts, and require the same for all contractors, subrecipients, or subcontractors. The DBE Program is governed by G.S. § 136-28.4 and administered in accordance with Title 19A Chapter 02 Subchapter D Section .1101 - .1112 of the North Carolina Administrative Code.

B-2. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-3. Bids will be taken in accordance with G.S. § 143-129. The Division will approve or disapprove the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval.

B-4. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-5. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-6. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30 and December 31.

B-7. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.

B-8. It is the policy of the Department not to award funds to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no state funds will be provided for any work performed by the contractor(s) or sub-contractor(s) which have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to ensure that only properly qualified contractors are given construction contracts for work.

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under this Agreement and the approved project budget. Acceptable items of work are those referenced in the *North Carolina Airports - Program Guidance Handbook* and North Carolina General Statutes.

C-2. The Sponsor shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Sponsor shall make such materials available at its office at all reasonable times during the contract period and for five (5) years from the date of final payment under this Agreement for inspection and audit by the Division.

C-3. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the audit report, but not later than nine (9) months after the Sponsor's fiscal year ends.

C-4. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Division:

A. Payments from the Division to the Sponsor are made on an advance or a reimbursement basis.

B. If an advance payment is received, the Sponsor must pay all contractors/vendors within 3 business days of receipt of the Division's advance payment and provide proof of payment (payment verification).

C-5. The Sponsor may make application to the Division for a corresponding increase if, after the acceptance of the project by the Division, the final State share of approved eligible project costs is more than the amount of State funds obligated for the project. This increase will be considered for funding in accordance with their relative priority versus other applications for available State funds. The Division's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Division for any payment above this amount unless and until the Sponsor receives notice of availability confirmed in a written modification by the Division.

SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION

D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.

D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

D-3. The acquisition cost of each parcel, building, or other real property acquired with state financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.

D-4. For each parcel, building, or real property, fair market value shall be established by an appraisal, completed by a competent NCDOT approved appraiser and an appraisal review, completed by an NCDOT staff reviewer or outsourced by the NCDOT to a competent consultant appraisal reviewer. For complex acquisitions, estimated claims over $1,000,000 or estimated claims with over $250,000 in damages, fair market value shall be established by two appraisals: one original appraisal and one review appraisal. In such cases, all other provisions of this Section shall apply.

D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.

D-8. Negotiated values above the fair market value shall not be eligible for state funds unless, prior to the final agreement for acquisition, the Sponsor has received the approval of the Department for paying such negotiated values in lieu of the appraised fair market value.

D-9. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

Brunswick County

NC DPS - Community Programs - County Funding Plan

Available Funds: $ $242,486 Local Match: $ $140,600 Rate: 20%

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

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/ Federal	Funds		
1	Coastal A.R.T.	$44,990			$8,999			$53,989	17%
2	Guiding Good Choices & Systematic Training for Effective Parenting	$47,289			$11,054			$58,343	19%
3	Providence Home	$20,441	$35,000	$18,156				$73,597	72%
4	Brunswick Restitution	$63,125			$22,691			$85,816	26%
5	Teen Court- 13th District	$59,141	$35,000		$9,700			$103,841	43%
6	JCPC Administration	$7,500						$7,500	
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS:	$242,486	$70,000	$18,156	$52,444			$383,086	37%

The above plan was derived through a planning process by the Brunswick County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2021-2022.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type ☐ initial plan ☐ update ☐ final

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

Reviewed by _____ Area Consultant _____ Date

Reviewed by _____ Program Assistant _____ Date

Verified by _____ Designated State Office Staff _____ Date

Chairperson, Juvenile Crime Prevention Council (Date) 4/19/2021

Vice Chairperson, Board of County Commissioners or County Finance Officer (Date) 4.19.21

BRUNSWICK COUNTY NORTH CAROLINA

Request Info	
Type	Budget Amendment
Description	FY22 JCPC Funding
Justification	Board Meeting 7/6/2021 - Appropriate state revenues restricted of $242,486 as awarded by the Juvenile Crime Prevention Council from the NC Department of Public Safety and approved at 4/19/21 board meeting. The following has been awarded to the JCPC Programs; JCPC Administration $7,500, Coastal ART $44,990, Guiding Good Choices (GCC) $47,289.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
105833	332000	Juvenile Crime Prevnt Council	State Revenues - Restricted	7500	Increase	Credit
105833	426000	Juvenile Crime Prevnt Council	Supplies and Materials	450	Increase	Debit
105833	429200	Juvenile Crime Prevnt Council	Food	750	Increase	Debit
105833	439900	Juvenile Crime Prevnt Council	Contract Services	4500	Increase	Debit
105833	439100	Juvenile Crime Prevnt Council	Advertising	1800	Increase	Debit
104957	332000	Coop Ext-CBA(Master Gardner)	State Revenues - Restricted	63125	Increase	Credit
104957	412600	Coop Ext-CBA(Master Gardner)	Salary and Wages-Temp/Part	40838	Increase	Debit
104957	418100	Coop Ext-CBA(Master Gardner)	FICA	3124	Increase	Debit
104957	426000	Coop Ext-CBA(Master Gardner)	Supplies and Materials	5532	Increase	Debit
104957	431100	Coop Ext-CBA(Master Gardner)	Travel-Mileage	779	Increase	Debit

104957	449100	Coop Ext-CBA(Master Gardner)	Dues	40	Increase	Debit
104957	429200	Coop Ext-CBA(Master Gardner)	Food	1248	Increase	Debit
104957	435200	Coop Ext-CBA(Master Gardner)	Repair and Maint - Equipment	1200	Increase	Debit
104957	435100	Coop Ext-CBA(Master Gardner)	Repair and Maint - Building	2562	Increase	Debit
104957	439900	Coop Ext-CBA(Master Gardner)	Contract Services	165	Increase	Debit
104957	449900	Coop Ext-CBA(Master Gardner)	Miscellaneous Expense	7637	Increase	Debit
105843	332000	Providence Home	State Revenues - Restricted	20441	Increase	Credit
105843	465500	Providence Home	Grant Subsidy	20441	Increase	Debit
105846	332000	Teen Court - JCPC	State Revenues - Restricted	59141	Increase	Credit
105846	465500	Teen Court - JCPC	Grant Subsidy	59141	Increase	Debit
105859	332000	JCPC-Coastal Horizons	State Revenues - Restricted	92279	Increase	Credit
105859	465509	JCPC-Coastal Horizons	Grant Sub-GGC/STEP	47289	Increase	Debit
105859	465507	JCPC-Coastal Horizons	Grant Sub - Coastal ART	44990	Increase	Debit

Total	
Grand Total:	484972

Request Info	
Type	Budget Amendment
Description	2021 CWRAR Grant
Justification	Board meeting 07/06/2021 - Appropriate state revenues restricted of $20,000 for the NC DEQ Community Waste Reduction and Recycling Grant (CWRAR) approved at the 06/07/2021 board meeting. Grant program provides funding to public recycling programs for projects to help communities build lasting capacity to divert materials from the waste stream and/or increase awareness of recycling. Grant requires cash match of 20% covered by funds in approved FY22 Solid Waste budget. Grant period is 7/1-21-6/30/22.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104720	332000	Solid Waste	State Revenues - Restricted	20000	Increase	Credit
104720	423100	Solid Waste	Special Program Material	20000	Increase	Debit

Total

Grand Total:	40000

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Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 7, 2021

Action Item # V. - 13.
Operation Service - Solid Waste & Recycling - NC CWRAR Grant Agreement

From:
Stephanie Lewis, Operation Services Director

Issue/Action Requested:
Request that the Board of Commissioner approve the NC Community Waste Reduction and Recycling Grant Agreement.

Background/Purpose of Request:
The NC DEQ Community Waste Reduction and Recycling Grant is a recurring annual grant program that provides funding to public recycling programs for projects that help communities build lasting capacity to divert materials from the waste stream and/or increase public awareness of recycling.

The Brunswick County Solid Waste Department is requesting the Board's approval to accept a grant to increase its education and outreach programs. The grant does require the county to provide a cash match of 20% of grant funds. The total grant is $24,000, $20,000 paid by NC DEQ and $4,000 paid by the county. The grant period is from July 1, 2021 through June 30, 2022.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Grant match available upon the FY 22 budget approval

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioner approve the NC Community Waste Reduction and Recycling Grant Agreement.

ATTACHMENTS:

Description

- NC CWRAR Grant Agreement

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Clerk to the Board of Commissioners

Routing Sheet for Board Action

Date of Meeting: 06/07/2021

Ref: Operation Service - Solid Waste & Recycling - NC CWRAR Grant Agreement

- ☑ Received by Clerk's Office — Date Received: 05/21/2021 — # Originals: 2
- ☑ Approved by Board of Commissioners *Pending* 6/7/21
- ☑ Filed & Sent to Dept. — Date Sent: 6/8/21 — # Originals: 2
- ☐ Received by Department — Date Received: _____ — # Originals: _____

Signature of Recipient: _____

****PENDING DOCUMENT****

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

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GRANT CONTRACT NO. CW20895
Brunswick County 2021 CWRAR Grant MG

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL IDENTIFICATION NUMBER: ****-***0278**

North Carolina Department of Environmental Quality
Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into this **1st day of July 2021**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **BRUNSWICK COUNTY** (the "Grantee"[1]).

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.

2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:

   a. State's General Terms and Conditions (Attachment A)
   b. Department's Request for Proposal ("RFP") (Attachment B)
   c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
   d. Notice of Certain Reporting and Audit Requirements (Attachment D)
   e. Conflict of Interest Policy (Attachment E)

   Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

4. **Contract Period.** This Agreement shall be effective from **07/01/2021** to **06/30/2022**, inclusive of those dates.

5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:

   a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.

   b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

[1] The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

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c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.

d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.

e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.

f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.

g. Obtain written approval from the **Department's** Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.

h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.

i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

6. **Historically Underutilized Businesses.** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

   Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the **North Carolina Office of Historically Underutilized Businesses** at (919) 807-2330.

7. **Department's Duties.** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

8. **Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **TWENTY THOUSAND DOLLARS ($20,000.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Appropriations	State	NA

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
$20,000.00	1602	536961	6760

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Grantee Matching Information:

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

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

	In-Kind	$
	Cash	$
	Cash and In-Kind	$
	Other / Specify:	$

[X] c. The Grantee's matching requirement is **$4,000.00**, which shall consist of:

	In-Kind	$
X	Cash	$4,000.00
	Cash and In-Kind	$
	Other / Specify:	$

[ ] d. The Grantee is committing to an additional **$** to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **$24,000.00.**

9. **Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
   a. The Grantee shall submit invoices to the **Department's** Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the **Department's Financial** Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.

   b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. **As used herein,** "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.

10. **Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.

11. **Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.

12. **Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.

13. **Supplantation of Expenditure of Public Funds.** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.

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14. **Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator	Department's Contract Administrator
Micki Bozeman, Solid Waste & recycling Coordinator Brunswick County PO Box 249 Bolivia, NC 28422 Telephone: 910-253-2524 Email: Micki.bozeman@brunswickcountync.gov	Mel Giles NC DEQ DEACS 1639 Mail Service Center Raleigh, NC 27699-1639 Telephone: 919-707-8127 Email: mel.giles@ncdenr.gov

15. **Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.

16. **Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:

    a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.

    b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.

    c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.

17. **Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.

18. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

    Title VI of the Civil Rights Act of 1964, as amended;

    Civil Rights Restoration Act of 1987, as amended;

    Section 504 of the Rehabilitation Act of 1973, as amended;

    Age Discrimination Act of 1975, as amended;

    Titles II and III of the Americans with Disabilities Act of 1990, as amended;

    Title IX of the Education Amendments of 1972, as amended;

    Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

    Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

    In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied

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the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

19. **E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.

20. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.

21. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.

22. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

BRUNSWICK COUNTY

By _____
Grantee's Signature

Randy Thompson, Chairman
Printed Name and Title

Brunswick County
Organization

Approved as to Form.

_____
Asst. County Attorney

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

DocuSigned by:
By Tommy Kirby
BB6D023B689A466...
Signature of Department Head or Authorized Agent

Tommy Kirby, Purchasing Director
Printed Name and Title

Financial Services Division, Purchasing and Contracts Section
Division/Section

BRUNSWICK COUNTY NORTH CAROLINA
ORIGINAL

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

_____
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

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General Terms and Conditions
Governmental Entities

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.

(13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

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

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

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

(17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

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(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

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

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. **However, upon Grantee's written request approved by the** issuing purchasing authority, the Agency may:

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

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

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

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the **other party's sovereign immunity or similar defenses. The parties** agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

(a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
(b) Commercial General Liability: General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
(c) Automobile: Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

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all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

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

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

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

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

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

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following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

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

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

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

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

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

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the **Grantee**. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

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

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

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

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By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§ 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State **employee of the Governor's Cabinet Agencies** (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

(1) have a contract with a governmental agency; or

(2) have performed under such a contract within the past year; or

(3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those **agencies have adopted Executive Order 24."**

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2021 Community Waste Reduction and Recycling Grant Program

REQUEST FOR PROPOSALS

N.C. Department of Environmental Quality
Division of Environmental Assistance and Customer Service

The purpose of this grant program is to assist local governments with the implementation, expansion, and improvement of waste reduction and recycling programs in North Carolina. The Division of Environmental Assistance and Customer Service (DEACS) administers the Community Waste Reduction and Recycling Grant program through the Solid Waste Management Outreach Program.

With the release of this Request for Proposals (RFP), DEACS is seeking proposals that request grant funding to help initiate or expand public waste reduction programs within the state. **Applicants should carefully read this entire RFP prior to submitting a proposal. Proposals must be received by DEACS by 5:00 p.m. on Thursday, February 18, 2021.** Please address any questions about this grant program to Sandy Skolochenko at (919) 707-8147, sandy.skolochenko@ncdenr.gov.

Community Waste Reduction and Recycling Grant Program Parameters:
The 2021 Community Waste Reduction and Recycling (CWRAR) Grant Program seeks to fund projects that help communities build lasting capacity to divert materials from the waste stream and / or that increase public awareness of waste reduction and recycling. There are two categories of CWRAR Grants for 2021: Priority Project Grants and Standard Project Grants. Different levels of grant funding are available for each project category.

Available Funding:

- Priority Project: Applicants are eligible for a Priority Project grant award of up to **$40,000**.
- Standard Project: Applicants are eligible for a Standard Project grant award of up to **$30,000**.

Priority Project Grants:
Priority Project Grants support investments in public recycling program areas that have been determined by the state recycling program to be of particular importance to growing and expanding efficient and effective waste reduction and recycling services throughout North Carolina.

2021 CWRAR priorities include:

- Projects that fund outreach enforcement efforts (e.g., tagging program) to reduce contamination in the recycling stream and improve material quality. If seeking funding for educational enforcement efforts, please see additional provisions in the Special Requirements section.
- Projects that divert food waste from landfill disposal through backyard composting programs or by implementing or expanding collection, management, and recycling of food waste from residential or commercial sources.
- Projects that implement or expand Construction and Demolition recycling efforts to divert materials such as concrete, unpainted/untreated wood, asphalt (from roads and shingles), gypsum, metals, brick, glass, plastics, carpet, or salvaged building materials from landfill disposal.
- Projects that implement new permanent Household Hazardous Waste (HHW) programs or that expand existing permanent HHW programs. To qualify as a Priority Project, a newly established permanent HHW program must be open to collect HHW from the public at least four (4) separate days during any given fiscal year and an existing HHW program must significantly increase the number of days or hours of operation so that citizens have improved access to HHW services.

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Standard Project Grants:
Standard Project Grants include any projects that increase and / or enhance public waste reduction and recycling but fall outside of the 2021 priorities. Standard Projects may include but are not limited to:

- Projects that significantly increase a community's overall diversion of materials from the solid waste stream.
- Projects that improve recycling program efficiency and/or cost effectiveness.
- Projects that implement new or expand existing curbside recycling programs or that help transition a curbside recycling program from collection using bins or blue-bags to a cart-based collection system.
- Projects that increase the diversion of materials that are banned from disposal in North Carolina.
- Projects that implement recycling programs for special wastes such as fluorescent bulbs, used motor oil or filters, used cooking oil, antifreeze, pesticide containers, batteries or latex paint.
- Projects that implement education and outreach to reduce contamination in the recycling stream and improve material quality. If seeking funding for recycling education, please see additional provisions in the Special Requirements section.
- Projects that implement or expand public school recycling programs. If seeking funding for public school recycling, please see additional provisions in the Special Requirements section.
- Projects that increase the efficiency or effectiveness of public electronics recycling programs. If seeking funding for electronics recycling, please see additional provisions in the Special Requirements section.
- Projects that create or expand away-from-home recycling opportunities such as recycling infrastructure for parks, sports fields, streetscape / pedestrian recycling, and / or recycling at public venues. If seeking funding for away-from-home recycling, please see additional provisions in the Special Requirements section.

Communities preparing proposals for a 2021 CWRAR Grant are strongly encouraged to contact Sandy Skolochenko at (919) 707-8147, sandy.skolochenko@ncdenr.gov or Mel Gilles (for education and outreach projects) at (919) 707-8127, mel.gilles@ncdenr.gov. These staff are available to discuss potential grant projects and provide technical assistance and advice prior to submitting a grant proposal.

Cash Match Requirement:
Required Cash Match: CWRAR grant winners must provide a cash match equal to or exceeding 20 percent of the requested grant funding. For example, a grantee requesting a $20,000 grant must match at least $4,000 with local funds for a total project cost of $24,000.

Calculating Cash Match: To determine the necessary cash match for any grant project, first determine the total budget associated with the project and then use the following equation: total project budget ÷ 6 = required cash match.

Distributions from the $2 per ton Solid Waste Disposal Tax may be used to cover cash match requirements. In-kind contributions will not be accepted in lieu of cash match.

Grant Project Planning:
Available funding is limited, and it is anticipated that the 2021 CWRAR Grant Round will be highly competitive. For this reason, it is important that projects seeking grant funding be well thought out and well planned, and that applicants follow the instructions in this RFP when preparing proposals by providing all information as outlined in the Required Proposal Format section. Proposals that seek grant funds for the replacement of existing equipment will be scored substantially lower than projects that implement new recycling services or projects that expand existing recycling services.

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Use of Grant Funds:
Examples of **approved uses** of CWRAR Grant funds include site development costs, construction of facilities to handle recyclable materials, equipment purchases, equipment installation costs, key recycling program components, public awareness programs and materials that support public education such as signs or brochures.

Grant funds **MAY NOT** be used for employee salaries, land acquisition costs, administrative expenses such as overhead, utility costs, studies or work performed by consultants, contracted collection costs, and / or payment for other contracted recycling services such as payment to a vendor for operating a household hazardous waste collection event.

If you have questions about eligible uses of grant funds, please contact Sandy Skolochenko at (919)-707-8147 or sandy.skolochenko@ncdenr.gov for more information.

Eligible Entities:
- Local governments, defined as counties, municipalities, councils of governments and solid waste authorities in North Carolina, are eligible to apply for funding from the CWRAR Grant Program.
- Former CWRAR grantees are eligible to apply. Applicants with an **open 2020 CWRAR Grant contract** must have invoiced for 90% of eligible grant funds by the proposal due date (February 18, 2021). Proposals **will not** be accepted from applicants with an open CWRAR Grant from cycles prior to 2020. Applicants with open grants from other programs (Abandoned Manufactured Home Grants, Regional Recycling Infrastructure Grants, COVID-19 Recycling Relief Grants, Backyard Compost Grants) are eligible to apply.
- Federal and state agencies **are not eligible** for funding through this grant program.
- Public universities, community colleges and private colleges and universities **are not eligible** for funding through this grant program.
- Not-for-profit entities **are not eligible** for funding through this grant program; however, these entities are eligible for funding through the Recycling Business Development Grant Round. Contact Sandy Skolochenko at (919) 707-8147 or sandy.skolochenko@ncdenr.gov for more information.
- Public school systems and individual public schools **are not eligible** to apply directly for funding through this grant program. **However**, local governments (counties or municipalities) may apply for funding to support public school recycling projects - see Special Requirements section below.

Conditions on Submittals:
- **ONLY ONE PROPOSAL PER ELIGIBLE ENTITY WILL BE ACCEPTED**. Grant proposals may combine funding requests for multiple types of projects into one proposal. The available funding limits still apply, and total request may not exceed the grant award amounts noted in the Available Funding section.
- Multi-party initiatives such as joint projects involving two or more local governments where each local government contributes towards project funding are strongly encouraged. Any group participating in a regional or multi-party project proposal may not submit additional proposals.
- Applications will not be accepted from local governments that have not submitted the required Solid Waste and Materials Management Annual Report for the most recent fiscal year.

General Requirements:
General requirements for all applicants:
- Usage of N.C. Solid Waste Disposal Tax proceeds: Solid Waste Disposal Tax proceeds are distributed to eligible local governments on a quarterly basis by the Department of Revenue. According to G.S. § 105-187.63, these funds must be used by a city or county solely for solid waste management programs and services. CWRAR Grant applicants must certify in writing that all disposal tax proceeds are used only for the purpose of providing solid waste and recycling services.

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In addition to this written certification, applicants should describe how disposal tax funds are utilized and whether proceeds will be used to supply matching funds.

- Public Building Recycling Services: CWRAR Grants will not be awarded to applicants that do not have recycling services for cans, bottles and paper available at their government buildings. As part of the grant proposal, all applicants must indicate that employees in the key government buildings operated by the applicant have reasonable access to recycling services and are able and encouraged to recycle materials generated in the course of government business. Please include a list of the materials collected for recycling at these facilities.
- Mercury Product Recycling: G.S. § 130A-310.60 requires that any public agency using state funds for the construction or operation of public buildings shall establish a program for the collection and recycling of all spent fluorescent lights and thermostats that contain mercury generated in public buildings. As part of the grant proposal, all applicants must indicate that they have a program in place for the collection of fluorescent lights and mercury thermostats from their public buildings. If the applicant does not have a program in place for the collection of these materials, then as a precondition of any grant award the applicant must initiate such services. For more information about these requirements and / or for assistance implementing a mercury products recycling program please contact Sandy Skolochenko at 919-707-8147, sandy.skolochenko@ncdenr.gov

Special Requirements:
Applicants seeking funding for recycling education, public school recycling, away-from-home recycling and/or electronics recycling **MUST** address the following Special Requirement(s) in their submitted proposal.

- **Special Requirements for Recycling Education/Enforcement Projects:** Applicants should contact DEACS Recycling Outreach Specialist, Mel Gilles at (919) 707-8127, mel.gilles@ncdenr.gov, to discuss a project before applying.
    1. Provide a list of the recyclable materials accepted by the program and indicate how the materials are to be collected (single stream, dual stream, source separated). If the grant application is for regional outreach materials, all local governments or entities participating must agree on a common list of materials for recycling and provide that common accepted list with the grant application.
    2. If the grant application is for regional outreach materials, a letter of agreement and support must be provided by each local government or entity participating in the proposed grant project. Each participating entity should establish and provide a designated recycling contact for project coordination.
    3. Identify the primary message of the outreach effort.
    4. Indicate whether you will be using your own design or if you will be using DEACS customizable design services. https://deq.nc.gov/conservation/recycling/general-recycling-information/customized-outreach-materials
    5. Supply mock-ups or example graphics for the outreach materials, enforcement tags, or ads. Are your materials dependent on words or images?
    6. If the grant is awarded:
        - Discuss the material design with your assigned DEACS grant manager as soon as possible to ensure clear communication about the project content and timing.
        - Documents must be submitted for review prior to printing or execution. Reviews may take up to two weeks, so plan accordingly and submit well in advance of printing (not days before going to print). It is often helpful to submit an initial draft for early feedback.
        - Post your community's accepted recyclables list online.
        - Program changes can affect the grant and messaging. Inform DEACS immediately if program changes occur to determine if a contract amendment is needed.

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- **Special Requirements for Public School Recycling Projects**: Local governments may apply for funding to support public school recycling projects, but **must** provide the supplemental information outlined below to ensure that all necessary school recycling program elements are addressed and to help demonstrate project planning. This is a competitive grant program and projects that institute or expand a system-wide school recycling program will compete better than projects that only serve an individual school. Eligible grant projects may seek funding for equipment (such as bins and roll carts) and/or education materials. As with other CWRAR projects, administrative expenses, staff salaries and contract collection costs are not eligible for grant funding nor can they be used as matching funds. If a public school system will be contributing funds towards the implementation of a recycling grant project, these funds should be paid to the state grantee in order to ensure that the state grantee makes the purchases associated with the grant project. All purchases associated with a grant project must be made by the grantee. Purchases made directly by a public school system shall not be eligible for reimbursement. Please contact Mel Gilles at 919-707-8127, mel.gilles@ncdenr.gov for information or assistance with public school recycling projects.

  School Recycling Supplemental Requirements:

  1. Describe the existing school recycling program (if any) that is available in the school system associated with the grant project. The description should include the following items:
     - Indicate whether recycling service is available to *all* schools within the district or only to certain schools within the district.
     - If recycling collection presently exists or if this project implements a new school recycling service, then please indicate the recycling service provider (e.g. indicate whether the collection of recyclables is provided by public school system employees, by a specific local government, or through a contracted or third-party service provider).
     - Provide a list of the recyclable materials accepted by the program and indicate how the materials are to be collected (single stream, dual stream, source separated).
     - Indicate where the recyclables are going after they are collected (provide the name of the materials processor).
  2. List all of the public agencies and/or departments that collaborate to assist with or operate the school recycling program and list the role of each entity. Examples could include the local educational authority (school district), municipal and/or county solid waste management departments. Ideally, a holistic school system recycling program should include cooperation between the community's public recycling program and the public school system.
  3. If a system-wide school recycling program is in place, explain if and how this grant will expand recycling throughout the school system and note whether this grant project is part of a phased plan.
  4. A designated recycling contact should be established for each school facility participating in the recycling program. Examples of designated contacts might include school facility manager, head custodian, the faculty coordinator or leader of a group or club, the principal, or school administrator. Please provide a list of schools to be served by this project and the designated recycling contact for each school including the name and title of the designated contact.
  5. Indicate the locations where recycling containers are or will be placed at the school facilities (e.g. classrooms, cafeterias, hallways, athletic fields, administrative offices, library, copy rooms, etc.).
  6. Indicate who will be responsible for emptying the recycling containers (e.g. custodian / cleaning staff, teachers, students, student groups, etc.).
  7. Provide a plan for promoting recycling within the schools impacted by the grant project as well as a plan for educating staff and students about the program.

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- **Electronics Recycling Projects**: Any community seeking grant funds related to an electronics recycling related project must indicate in their proposal whether the local government has ever **received funds distributed from the State's Electronics Management Program. For more information** on eligibility for Electronics Management Program Funds see this web site: http://deq.nc.gov/about/divisions/waste-management/solid-waste-section/electronics-management/nc-local-governments-info-page. If the local government has received Electronics Management Fund distributions in the past, then the applicant must include information in its proposal about how those funds have been used and how the community intends to use the funds that will be distributed in February 2021 and February 2022.

  Successful **county** applicants seeking grant funds to support an electronics recycling related project that **have not previously been eligible for distributions from the State's Electronics Management** Program will be required to become eligible for Electronics Management Funds on or before December 31, 2021 as a precondition of receipt of CWRAR Grant funds.

  Successful **municipal** applicants seeking grant funds to support an electronics recycling related project that **have not previously been eligible for distributions from the State's Electronics** Management Program must decide whether or not to make themselves eligible for Electronics Management Funds prior to the December 31, 2021 eligibility deadline. This decision should be made in consultation with the county where the municipality is located and should be based on how the distribution of funds can best serve the advancement of electronics recycling within the community. If it is determined that the municipality should seek Electronics Management Funds, the municipality should take action to become eligible for funds on or before December 31, 2021.

- **Away-From-Home Recycling Projects**: Grant funds for away-from-home recycling projects can only be used for recycling related purchases and cannot be used to pay for the purchase of away-from-home receptacles for the collection of waste (garbage). If a proposal includes the purchase of away-from-home receptacles that collect BOTH waste and recyclables, then the standard cash matching fund requirement will be adjusted so that the applicant (grantee) covers the full cost of the waste portion of the container with their matching funds. For example, if a community seeks to purchase a combo waste / recycling station that has one slot for garbage and one for recyclables and the receptacle costs $1,000 then the applicant will be expected to provide a cash match equal to one half of the purchase price, or $500. If seeking funding for an away-from-home recycling project, please indicate in the Special Requirements section of the proposal whether any of the equipment to be purchased will be used to collect waste materials that are intended to be disposed of in a landfill.

  In addition, applicants for away-from-home related grant projects are strongly encouraged to specify which particular recycling receptacles are being considered for purchase as a part of their proposal. For assistance with and guidance on the selection of recycling receptacles, please contact Mel Gilles at 919-707-8127 or mel.gilles@ncdenr.gov.

Grant Project Period / Funding Period:
Successful grant applicants will be required to enter into a grant contract with the N.C. Department of Environmental Quality (DEQ). The resultant grant contract period is intended to align with the local government fiscal year and will generally have a one (1) year contract long term. Grantees must expend funds within the year-long contract period unless the grant contract end date is extended by written agreement between the applicant and the DEQ. Extensions are possible but not guaranteed. It is anticipated that grant contracts resulting from this grant cycle will begin on July 1, 2021 and end on June 30, 2022. **All purchases associated with grant funds must be made within the grant contract period. Any purchases**

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made prior to the start of the grant contract or after the end date of the grant contract will not be eligible for reimbursement.

Proposal Due Date:
Proposals **MUST** be received by DEACS by **5:00 p.m. on Thursday, February 18, 2021**. Any proposals received after the deadline will not be considered. Local governments requiring board approval to apply for grant funds should plan to procure that approval before the submittal deadline. **Late proposals will not be accepted.**

How to Submit Proposals:
One electronic copy of the proposal must be submitted by email to sandy.skolochenko@ncdenr.gov. Receipt of all acceptable proposals will be acknowledged by e-mail. ***If you do not receive a confirmation, contact Sandy Skolochenko at sandy.skolochenko@ncdenr.gov or 919-707-8147 as soon as possible.*** It is the responsibility of anyone submitting a proposal to contact DEACS if they do not receive a confirmation. No arrangements will be made for lost applications after the due date. Please submit electronic versions of proposals as Microsoft Word (preferred) or Adobe (PDF) files. If submittal of an electronic version of a grant proposal presents a hardship, please contact Sandy Skolochenko to discuss submittal options.

Required Proposal Format:
The following outline indicates what applicants **must** include in their proposal for their application to be considered complete. Proposals that fail to provide all of the required information or that fail to follow the following format may not compete well and may not be considered for funding.

- Project Title
- Applicant Contact Information: to include the following:
  - ✓ Name and title of main contact
  - ✓ Organization
  - ✓ Address
  - ✓ Phone number
  - ✓ Fax number
  - ✓ E-mail address
- Date of Proposal Submittal: this should be the date the proposal is submitted to DEACS
- General Requirements: (see General Requirements section for more information)
  - ✓ Written statement certifying that Solid Waste Disposal Tax Proceeds are used only for solid waste management purposes and a description of how proceeds are used.
  - ✓ Written statement indicating that the applicant has recycling services for cans, bottles and paper available at the key government buildings and a list of the materials collected.
  - ✓ Written statement indicating that the applicant has established a program for the collection and recycling of fluorescent lights and mercury containing thermostats from public buildings owned by the applicant.
- Project Description: Provide responses to each of the following prompts below. Applicants are encouraged to provide a clear project description and consider the Award Criteria as they describe the project elements.

  1. Describe the proposed project and identify specifically what items (and how many) you intend to purchase with grant funds.
     (Planning: 0-20 points; Priority Project: 0-10 points)

  2. What is the anticipated service life for the items or materials to be purchased with grant funds? Estimate how long the project will continue to serve the community and how you will sustain the project after the grant ends.
     (Planning: 0-20 points; Efficiency/Cost Effectiveness: 0-20 points)

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3. How does the proposed project address a specific recycling need for the community? Will the grant project create a new service, enhance or expand an existing service, or support an existing recycling service without expanding that service?
   (Demonstration of Need: 0-20 points)
4. How many households or businesses will be impacted by or have access to the recycling services associated with the proposed project?
   (Demonstration of Need: 0-20 points; Efficiency/Cost Effectiveness: 0-20 points)
5. Estimate the number of tons of waste expected to be reduced annually as a result of the proposed project. Please explain how you came up with the estimate.
   (Waste Reduction Impact: 0-25 points)
6. Describe any partnerships associated with the proposed project. Please include documentation of support from any partner entities.
   (Joint Effort: 0-5 points)

- Special Requirements: Proposals for recycling education, school recycling, electronics recycling or away-from-home recycling must include additional information as stipulated in the Special Requirements section.
- Project Timeline: Bulleted list showing project milestones and general implementation dates. Timeline must begin on or after July 1, 2021 and project must be complete by June 30, 2022.
- Project Budget: to include the following:
  - ✓ Itemized list of intended expenditures and estimated costs;
  - ✓ Total project cost with breakdown of funding requested from the state and amount of matching funds to be provided by the applicant (see Cash Match Requirements);
  - ✓ Please submit the Project Budget in a table following the example shown below:

Project Elements	Estimated Cost		
Recycling Carts for Commercial Recycling Program	$ 10,500		
Labels for Carts and Signs for Recycling Sites	$ 900		
Program Brochures (Printing)	$ 600		
Project Budget	**Total Project Cost**	**State Grant Award**	**Applicant Cash Match**
Total	**$ 12,000**	**$ 10,000**	**$ 2,000**

* Note about Project Budgets: state and local sales taxes **are not** reimbursable expenditures and should not be included as part of grant budgets.

Grant Selection Process:
A selection committee will use the pre-established Award Criteria identified below to rank proposals and make award decisions. The review process is expected to be completed and preliminary award announcements should be made by April 2021.

Award Criteria:
Applicants are encouraged to consider the following Award Criteria as they develop their grant proposals. A total of 100 points is available.

1. **Demonstration of Need (0-20 points):** Does the proposed project address a specific equipment, educational, or infrastructure need for the community?

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2. **Planning (0-20 points)**: Did the Project Description include all necessary elements as outlined in the Required Proposal Format? Is the proposal well thought out, well researched and backed by valid facts and assumptions? Is the project consistent with recycling industry Best Management Practices?
3. **Waste Reduction Impact (0-25 points)**: Will the project contribute substantially toward reduction of the local waste stream or will it substantially increase tonnage recovered through recycling services? Will the project improve the material quality in the recycling stream by reducing contaminants?
4. **Efficiency / Cost-effectiveness (0-20 points)**: Will the project improve the efficiency or cost-effectiveness of the local waste reduction program? Does the project increase the efficiency or effectiveness of an existing recycling service? Does the project reduce the operating cost of a current recycling service or does it adopt practices proven to be cost effective in other communities? Does the project make investments that will continue to serve the community for years to come?
5. **Joint Effort (0 or 5 points)**: One-party proposals will receive zero (0) points; multi-party proposals (involving cash match from all participants) will receive five (5) points.
6. **Priority Project★ (0-10 points)**: Is the project seeking funding for a Priority Project Grant? To what extent does the project support investments in one of the Priority Project Grant categories?

If a Proposal is Selected for Funding:

DEACS anticipates that applicants selected to receive grant funding will be notified by the end of April 2021. DEACS will notify the applicant with a formal offer by e-mail. The applicant must accept or decline the offer. The following will occur once the offer of grant funding is accepted:

- DEACS may work with applicants to revise initially submitted proposals before entering into a grant contract. Any changes to initial proposals must be approved by DEACS and the applicant and the resultant Final CWRAR Proposal will become an attachment to the grant contract.
- The annual CWRAR Grant cycle typically receives funding requests that exceed available funds. However, it is a priority for DEACS to support as many qualifying projects as possible. After close examination of funding requests and subject to agreement with the applicant, DEACS may award grant amounts lower than the original request.
- Successful applicants will be required to:
    - Provide their federal tax ID number.
    - Register with the state's e-procurement system using the same address provided in the applicant's proposal. To register in the state's e-procurement system or confirm/update your existing registration, please visit the following link: http://eprocurement.nc.gov/.
    - Submit a Conflict of Interest Policy using the following template or submitting a copy of your organization's existing policy: https://deq.nc.gov/conservation/recycling/programs-offered/grants-local-governments#Forms
- All applicants selected for funding will undergo a compliance review to ensure that they do not have an outstanding Notice of Violation (NOV) related to North Carolina solid waste statutes and rules. Any outstanding NOVs must be corrected to the satisfaction of the N.C. Division of Waste Management (DWM) prior to any grant being awarded. Applicants with outstanding NOVs are responsible for providing DEACS with information from DWM indicating that the community is in compliance and that the NOVs have been corrected before a grant contract can be initiated.
- DEACS will submit a request through the DEQ contract processing system for a grant contract. Grantees must act to execute the resultant grant contract without excessive delay.

NOTE: Successful applicants that make purchases before a grant contract is signed by both DEQ and the grant recipient will not be reimbursed.

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Other General Terms and Conditions:
All grantees are subject to the following terms and conditions. Most of these terms and conditions will be outlined in the grant contract.

- **Publications:** all documents and publications associated with a grant contract should be printed on recycled paper containing at least 30 percent post-consumer content.
- **Final reports:** a draft final report is required to be submitted to DEACS at least 30 days prior to the contract end date and a final report is required to be submitted by the contract end date. Final reports and drafts should be submitted electronically. All applicants are strongly encouraged to visit the following web site to review the final reporting format and guidelines: https://deq.nc.gov/conservation/recycling/programs-offered/grants-local-governments.
- **Extensions / Amendments:** no-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions should submit a request for a time extension at least sixty (60) days prior to the contract end date.
- **Reimbursement:** distribution of DEACS grant funds is on a reimbursement basis. Requests for reimbursement can only be made after the grantee has completed purchases associated with the grant project. Reimbursement requests must be submitted on letterhead, must include copies of invoices, and must include proof that the grantee has made payment. Proof of payment may include copies of canceled checks or other financial reports showing that funds were spent. **State and local sales taxes are not reimbursable, may not be counted towards expenditure requirements, and should be excluded from reimbursement requests.** The amount of actual grant payments may be prorated for projects and / or project elements that come in under budget.
- **Final 10 Percent of Funds:** DEACS will continue to reimburse grantees until 90 percent of the grant award amount has been expended. The final 10 percent of grant funds will be held until an acceptable final report has been received by DEACS. The final report must be received and approved prior to the end date of the contract.

A Final Word on Grant Writing:
Proposals may receive low scores or even be rejected because applicants fail to follow the instructions outlined in this document. Applicants stand a better chance of success if they include all of the required components of a proposal and if they follow the Required Proposal Format. Project Descriptions should be clear, concise, and should demonstrate thoughtful planning. Poorly prepared proposals create uncertainty about the project goals and intended results. Clear details will provide grant proposal reviewers confidence about the viability and feasibility of a proposal. Applicants with questions are encouraged to contact DEACS for more information.

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2021 Community Waste Reduction and Recycling Grant
February 18, 2021

Contact Information:
Micki Bozeman, Solid Waste & Recycling Coordinator
P.O. Box 249
179 March 9th, 1764 Drive
Bolivia, N.C. 28422
(910) 253-2524 phone
(910) 253-2539 fax

Certification on Usage of NC Solid Waste Disposal Tax

This is to certify that Brunswick County Government receives solid waste disposal tax distribution funds quarterly. The funds are solely used for solid waste and recycling operations, including the collection and hauling cost of commingled recycling collected at all Brunswick County schools.

Public Building Recycling Services

The Brunswick County Government Center and all other county sites have commingled recycling services available to all employees and visitors. This service includes weekly pick-ups as well as on-site commingled recycling dumpsters at all facilities. The county also provides scheduled pick-ups upon request for any special projects that may produce large quantities of recyclables. Materials collected in the recycling service are plastic bottles, containers and jugs, aluminum and steel cans, newspapers, mixed paper, paperboard, magazines, junk mail, phone books, and glass jars and bottles.

In addition to the commingled recycling collection, fluorescent bulbs and thermostats are also collected from all government buildings and convenient sites. The mercury containing products are stored at the Brunswick County Landfill until they are collected by Southeast Recycling Technologies, Inc. for recycling.

Project Description:

Brunswick County is one of the fastest growing counties in North Carolina. The population has grown to over 140,000 with a 27% growth rate between 2010-2018. With this number of residents, education and outreach can be difficult. The use of social media has helped in the past but there is still more that needs to be done.

The project would include outreach materials such as tax bill inserts, stickers and Oops tags. These would be distributed to all Brunswick County households including municipalities. Brunswick County is partnering with the County's waste hauler to replace the old stickers with the new ones. The number of inserts and stickers needed are around 155,000. The remaining funds would be used to purchase enforcement tags that the waste haulers can use when they notice contaminates in the bins such as plastic bags.

With the mass distribution, the life of the service could be 15 to 20 years considering the life of the recycling bins. If this project proves to be successful, there may be opportunities in the future to request annual tax bill inserts in the solid waste budget. The County's hauler has also agreed to provide and place updated stickers on all new recycling bins issued at their cost.

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Special Requirements:

All of Brunswick County's commingled recycling is hauled to Sonoco Recycling in New Hanover County so everyone has the same accepted items list. These items include bottles, tubs, jugs and jars, metal cans, glass bottles and jars, and paper, cartons and carboard. The attached flyer was designed by the DEACS and is the format of the stickers we plan to purchase. The County does plan to work with DEACS again in designing the enforcement tags. The attached brochure, designed by DEACS, will serve as the tax bill inserts.

Project Timeline:

July 2021 – Distribute tax bill inserts and order stickers.
August 2021 – Begin distribution of stickers.
May 31, 2022- Submit final report draft.
June 30, 2022 – Final report submitted and reimbursements approved.

Project Budget:

Project Elements	Estimated Cost		
Tax Bill Inserts	$10,000.00		
Recycling Cart Stickers	$10,000.00		
Recycling Cart Tags	$4,000.00		
Project Budget	**Total Project Cost**	**State Grant Award**	**Applicant Cash Match**
Total	**$24,000.00**	**$20,000.00**	**$4,000.00**

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DON'T TANGLE OR CONTAMINATE
RECYCLE MORE
FOR A GREENER STATE

PLASTIC

Bottles, tubs, jugs and jars

No pumps

Empty and rinse

METAL

All cans

Empty and rinse

GLASS

Bottles and jars

Empty and rinse

PAPER

Paper, cartons and cardboard

Flatten cardboard

KEEP THESE OUT OF THE RECYCLING BIN!

- Aerosol cans
- All batteries *(car, lithium, etc.)*
- Aluminum foil
- Ceramic items
- Clothing or textiles
- Diapers
- Disposable cups *(plastic and coffee)*
- Electronics
- Food-tainted items
- Hazardous waste
- Household glass
- Medical waste
- Plastic bags/wrap*
- Scrap metal/wood
- Shredded paper
- Styrofoam/peanuts
- Tanglers *(cords, hoses, wires, etc.)*
- Tires
- Toys

** Take clean and dry plastic bags and wrap back to the grocery store.*

Brunswick County's Solid Waste and Recycling
910-253-2520
www.brunswickcountync.gov

SONOCO RECYCLING

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USING YOUR COUNTY'S CONVENIENCE DROP-OFF SITES

Designed for residents of Brunswick County, this easy reference guide on the county's waste and recycling services tells how to properly prepare your recyclables and dispose of other special wastes.
Brunswick County operates and maintains staffed convenience drop-off sites listed on the back of this brochure. These convenience drop-off sites are for residential waste and recycling only.
Curbside services for both trash and recycling are available to all Brunswick County residents as well. You will receive a blue 96 gallon roll out cart and your commingled recycling will be picked up every other week on your regularly scheduled garbage day. For more information, rates, and to sign up please contact:
Waste Industries at 910-253-4177.

Use this map of Brunswick County to find the nearest drop-off site listed on the back of this brochure.

Brunswick County Landfill
Monday – Friday 7:30am to 3:00pm
Saturday 7:30am to 5:00pm

Convenience Drop-off Site
(Solid waste and recycling)
Monday, Wednesday, Friday and Saturday
8:00am to 6:00pm

Recycling Drop-off Center
(Recycling only)
Open daily

CONVENIENCE DROP-OFF SITES

The county provides dumpsters at the following sites for all county residents to drop off their commingled recyclables.

1. **Brunswick County Landfill**
   172 Landfill Rd. NE Bolivia, NC 28422
2. **Sunset Beach Convenient Site**
   736 Seaside Rd. SW, Sunset Beach, NC 28468
3. **Supply Convenient Site**
   1709 Oxpen Rd. SW, Supply, NC 28462
4. **Southport Convenient Site**
   8392 River Rd. SE, Southport, NC 28461
5. **Leland Convenient Site**
   9921 Chappell Loop Rd. SE, Leland, NC 28451
6. **Leland Community Park**
   1490 Village Rd. NE, Leland, NC 28451
7. **Lockwood Folly District Park**
   430 Green Swamp Rd. Supply, NC 28462
8. **Shallotte District Park**
   5550 Main Street, Shallotte, NC 28459
9. **Town Creek District Park**
   6420 Ocean Hwy E, Winnabow, NC 28479
10. **Waccamaw District Park**
    5855 Waccamaw School Rd NW, Ash, NC 28420
11. **Northwest Park**
    1937 Andrew Jackson Hwy, Leland, NC 28451
12. **Ocean Isle Beach Park**
    6483 Old Georgetown Rd. SW Ocean Isle Beach, NC 28469
13. **Government Complex Center**
    179 March 9, 1764 Dr NE, Bolivia, NC 28422

RECYCLEMORENC.ORG

DON'T TANGLE OR CONTAMINATE!

RECYCLE MORE
FOR A GREENER STATE

A GUIDE FOR USING BRUNSWICK COUNTY'S SOLID WASTE AND RECYCLING SERVICES

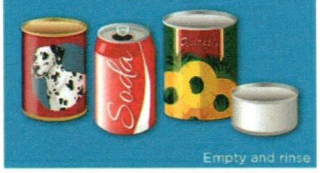
P.O. Box 249
Bolivia, N.C. 28422
Phone: 910-253-2520 Fax: 910-253-2539
brunswickcountync.gov

RECYCLE ALL TOGETHER

PLASTIC
Bottles, tubs, jugs and jars

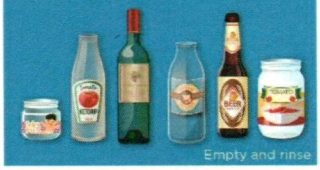
No pumps. Empty and rinse.

METAL
All cans



Empty and rinse.

GLASS
Bottles and jars



Empty and rinse.

PAPER
Paper, cartons and cardboard

Flatten cardboard.

KEEP THESE OUT OF THE RECYCLING BIN!

- Aerosol cans
- All batteries *(car, lithium, etc.)*
- Ceramic items
- Clothing or textiles
- Diapers
- Disposable cups *(plastic and coffee)*
- Electronics
- Food-tainted items
- Hazardous waste
- Household glass
- Medical waste
- Plastic bags/wrap
- Scrap metal/wood
- Shredded paper
- Styrofoam/peanuts
- Tanglers *(cords, hoses, wires, etc.)*
- Tires
- Toys

** Take clean and dry plastic bags and wrap back to the grocery store.*

ALSO ACCEPTED

The following materials are also accepted for recycling and proper disposal at the county convenience drop-off sites 1 through 5 **unless indicated otherwise.** For additional restrictions, see the site attendant.

- Used cooking oil
- Used motor oil, filters, anti-freeze/ coolant, car batteries (site 1 only)
- Oyster shells (sites 1 only)
- Fluorescent and CFL bulbs (site 1 & sites 2-5 only accepts 4 ft. & under)
- Scrap metal and large appliances
- Electronics and computer equipment
- Latex paint and cans (site 1 only)
- Tires (sites 1, 4 and 5)
- Household batteries and cell phones
- Smoke detectors
- Textiles and shoes (all sites)
- Thermostats and empty propane tanks (site 1 only)

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Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.
There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

(1) Less than $25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars ($25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  (B) An accounting of all State financial assistance received, held, used, or expended.

(2) $25,000 up to $500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand ($25,000) but less than five hundred thousand dollars ($500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  (B) An accounting of all State financial assistance received, held, used, or expended.
  (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.

(3) Greater than $500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars ($500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  (B) An accounting of all State financial assistance received, held, used, or expended.
  (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
  (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.

2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.

4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

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County of Brunswick

Office of the County Commissioners

CODE OF CONDUCT

Declaration of policy.

(a) The proper operation of democratic government requires that:
- (1) Public officials, employees and agents to be independent, impartial and responsible to the people;
- (2) Governmental decisions and policy be made in proper channels of the governmental structure;
- (3) Public office is not to be used for personal gain; and
- (4) The public have confidence in the integrity of its government.

(b) In recognition of these goals, this Code of Conduct is hereby adopted. The purpose is to establish guidelines for ethical standards of conduct for all such public officials, employees and agents by setting forth those acts or actions that are incompatible with the best interests of the county.

Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agent means all persons who are not county officials or employees that are authorized by the county to act for or in place of the county in the conduct, management or administration of a particular project, contract(s) or endeavor.

Business entity means any business, proprietorship, firm, partnership, person in a representative or fiduciary capacity, association, venture, trust or corporation which is organized for financial gain or for profit.

County official means the County Commissioners, the County Manager, the Clerk to the Board of County Commissioners and the County Attorney.

Employee means all persons employed by the county, except county officials.

Immediate family means the spouse and all children of the county official, employee or agent.

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Interest means direct or indirect pecuniary or material benefit accruing to a county official, employee or agent as a result of a contract or transaction which is or may be the subject of an official act or action by or with the county. For the purpose of this article, a county official, employee or agent shall be deemed to have an interest in the affairs of:

(1) Any person in his/her immediate family, as such term is defined in this section;
(2) Any business entity in which he/she is an officer or director;
(3) Any business entity in which in excess of five percent of the stock of, or legal or beneficial ownership of, is controlled or owned directly or indirectly by them; or
(4) Any nonprofit organization on which they currently serve as an officer, director, or board member.

Official act or action means any legislative, administrative, appointive or discretionary act of any county official.

Standards of conduct.

(a) *Scope.* All county officials, employees and agents shall be subject to and shall abide by the code of conduct.

(b) *Interest in contract or agreement.* No county official, employee or agent shall have or thereafter acquire an interest in any contract or agreement with the county.

(c) *Use of official position.* No county official, employee or agent shall use his/her official position or the county's facilities for his/her private gain, nor shall he/she appear before or represent any private person, group or interest before any department, agency, commission or board of the county except in matters of purely civic or public concern. This subsection is not intended to prohibit speaking before neighborhood groups and other nonprofit organizations. No county official, employee or agent shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the county official, employee or agent, a member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ, any of the above individuals, has a financial or other interest in the firm selected for award.

(d) *Disclosure of information.* No county official, employee or agent shall use or disclose confidential information gained in the course of or by reason of his/her official position for purposes of advancing:

(1) His/her financial or personal interest;
(2) A business entity of which he/she is an owner in part or in whole, an officer or a director; or
(3) The financial or personal interest of a member of his/her immediate family or that of any other person.

(e) *Incompatible service.* No county official, employee or agent shall engage in or accept private employment or render service for private interest, when such employment or service is incompatible with the proper discharge of his/her official duties or would tend to impair his/her

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independence of judgment or action in the performance of his/her official duties, nor shall any county official, employee or agent serve on any county board except where expressly required by statute and provided disclosure is made as provided in this article.

(f) *Gifts.* No county official, agent or employee shall directly or indirectly solicit any gift or accept or receive any gift, whether in the form of money, cash equivalents (instruments readily convertible into cash such as money orders and checks), gift cards, gift certificates, pre-paid credit cards, services, loans, travel, entertainment, hospitality, or things or promises under circumstances in which it could reasonably be inferred that the gift was intended to influence him/her, or could reasonably be expected to influence him/her, in the performance of his/her official duties, or was intended as a reward for any official action on his/her part. Legitimate political contributions shall not be considered as gifts under this.

(g) *Special treatment.* No county official, agent or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

Disclosure of interest in legislative action.

Any member of the County Commissioners who has an interest in any official act or action before the commissioners shall publicly disclose on the record of the commissioners the nature and extent of such interest and shall withdraw from any consideration of the matter if excused by the commissioners.

Investigations; filing of complaints.

(a) The County Commissioners may direct the County Attorney to investigate any apparent violation of this article, as it applies to any member of the Board of County Commissioners, the County Manager or the Clerk to the Board of County Commissioners and to report the findings of his/her investigation to the County Commissioners.

(b) The County Manager may direct the County Attorney to investigate any apparent violation of this article as it applies to any other employee or agent and to report the findings of his/her investigation to the County Manager.

(c) The County Commissioners may direct the County Manager to investigate any apparent violation of this article by the County Attorney and to report the findings of his/her investigation to the County Commissioners.

(d) Any person who believes that a violation of this article has occurred may file a complaint in writing with the County Commissioners when a member of the County Commissioners, the County Manager, the Clerk to the County Commissioners or the County Attorney is the subject of the complaint, or with the County Manager when an employee or agent is the subject of the complaint, who may thereafter proceed as provided in subsections (a) through (c) of this section.

Hearings on violations; sanctions; rights of accused at hearings.

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(a) If the County Manager, after the receipt of an investigation by the County Attorney, has cause to believe a violation of this article has occurred, he/she shall schedule a hearing on the matter. The person charged with the violation shall have the right to present evidence, cross examine witnesses, including the complainant, and be represented by counsel at the hearing. If, after such hearing and a review of all the evidence, the County Manager finds that a violation of this article has occurred, he/she shall take whatever lawful disciplinary action he/she deems appropriate, including but not limited to reprimand, suspension, demotion or termination of service.

(b) If the County Commissioners, after receipt of an investigation by the County Attorney, has cause to believe a violation has occurred, the County Commissioners shall schedule a hearing on the matter. The person charged with the violation shall have the right to present evidence, cross examine witnesses, including the complainant, and be represented by counsel at the hearing. If, upon the conclusion of the hearing, a majority of the members of the commissioners vote to find a violation has occurred, the commissioners may adopt a resolution of censure which shall be placed as a matter of record in the minutes of an official commissioners meeting.

Advisory opinions.

When any county official or employee has a doubt as to the applicability of any section of this article to a particular situation, or as to the definition of terms used in this article, he/she may apply to the County Attorney for an advisory opinion. The county official or employee shall have the opportunity to present his/her interpretation of the facts at issue and of the applicability of sections of this article before such advisory opinion is made.

Adopted this 6th day of December 2010.

William M. Sue, Chairman
Brunswick County Commissioners

Attest:

Deborah S. (Debby) Gore, NCCGC
Clerk to the Board

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Certificate Of Completion

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Status: Completed
Subject: Please DocuSign: sp CW20895 Brunswick County.pdf
Source Envelope:
Document Pages: 31
Signatures: 1
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Wanda Andrews
217 W. Jones Street
Raleigh, NC 27699
wanda.andrews@ncdenr.gov
IP Address: 149.168.204.10

Record Tracking

Status: Original
6/14/2021 6:00:44 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Wanda Andrews
wanda.andrews@ncdenr.gov
Pool: StateLocal
Pool: North Carolina Department of Environmental Quality

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Tommy Kirby tommy.kirby@ncdenr.gov Purchasing Director DEQ Security Level: Email, Account Authentication (None)	DocuSigned by: Tommy Kirby BB6D023B689A466... Signature Adoption: Pre-selected Style Using IP Address: 149.168.204.10	Sent: 6/14/2021 6:04:45 PM Viewed: 6/15/2021 11:15:28 AM Signed: 6/15/2021 11:18:58 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Wanda Andrews wanda.andrews@ncdenr.gov Purchasing Specialist NC DEQ Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/15/2021 11:19:07 AM Resent: 6/15/2021 11:19:19 AM Viewed: 6/15/2021 12:04:50 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/14/2021 6:04:45 PM
Certified Delivered	Security Checked	6/15/2021 11:15:28 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	6/15/2021 11:18:58 AM
Completed	Security Checked	6/15/2021 11:19:07 AM

Payment Events	Status	Timestamps

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # V. - 8.

From:
David Stanley, Deputy County Manager

Health and Human Services - Brunswick Senior Resources Inc. - Budget Revision #2 to HCCBG Funding

Issue/Action Requested:
Request that the Board of Commissioners approve the attached Revision #2 budget document for the Fiscal Year 2020-2021 Home and Community Care Block Grant (HCCBG) for Older Adults.

Background/Purpose of Request:
Attached, please find the Home and Community Care Block Grant Budget Revision # 2 as well as the associated budget documents cumulative to "County Funding Plan" for Fiscal Year 2020 - 2021.

Budget Revision #2 consists of a request to move $100,659 in unused funds from Congregate Nutrition to Home Delivered Meals, and a request to move a total of $15,000 in unused funds from Transportation: 1) to Senior Center Operations $7,000 and 2) to In-Home Aide-Level II services, $8,000.

There are no changes to the local match provided through funds previously committed, and paid to BSRI, through Brunswick County's Current Fiscal Year 2021 Budget. No additional County funding is required. This revision requires approval and execution by the Chairman of the Brunswick County Commissioners and County Finance Officer. Staff recommends approval of the Budget Revision # 2.

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the attached Revision #2 budget document for the Fiscal Year 2020-2021 Home and Community Care Block Grant for Older Adults

ATTACHMENTS:

Description

- BSRI-HCCBG FY21 Revision Request #2

Mailed 6/14/21

Addressee:
Mr. David Stanley, Deputy County Manager.

Re:

1. 2020-2021 Home and Community Care Block Grant Budget to Brunswick County and its lead agency, BSRI, Revision 2, 3 copies.

Message:
Please review and forward as appropriate. Budget Revision 2 requires the signature of the County Finance Officer and the Chairman of the Board of Commissioners in various places. There are three originals, please have all sets signed.

As you know, any matching fund requests that occur with this AAA / HCCBG program services budget are covered by the concurrent year's County Allocation to BSRI.

David, attached to this cover letter is a reconciliation of form 731 showing the original budget numbers - green background , this revision 2 -beige background and the resulting funding allocations white columns.

Once signed, please return to me at
Judith Benson
PO Box 2470
Shallotte, NC 28451

Thank you for your assistance with this 2020/2021 budget revision.

Judith Gainey Benson, CPA, CFO
Brunswick Senior Resources, Inc.
jbenson@bsrinc.org

Brunswick Senior Resources, Inc.
Making a Difference

(910) 754-2300 x 1009
(910) 754-9269 (fax)
(910) 512-1301 (mobile)

J. BENSON

Home and Community Care Block Grant for Older Adults

County Funding Plan

County Services Summary

DAAS-731

County BRUNSWICK
July 1, 2020 through June 30, 2021

731 RECONCILIATION SHEET

	A				B	C	D	E	F	G	H	I	Original	Rev !	Rev 2	YTD aftr Rev 1	YTD aftr Rev 2
	Block Grant Funding																
Services	Access	In-Home	Other	Total	Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected eimburseme Rate	Projected HCCBG Clients	Projected Total Units					
Congregate Nutrition			149341	\\\\\\\\\\	16593	165934	62625	228559	40332	6.8873	354	83500	250000		-100659	250000	149341
Home Delivered Meals		350659		\\\\\\\\\\	38962	389621	64500	454121	32755	8.4806	118	86000	250000		100659	250000	350659
Senior Center Operation			365449	\\\\\\\\\\	40605	406054		406054		0		0	293449	65000	7000	358449	365449
Transportation (General)	0			\\\\\\\\\\	0	0		0	1163	14.3362	15	1930	80000	-65000	-15000	15000	0
In-Home Aide-Level I - Home Management		16200		\\\\\\\\\\	1800	18000		18000	1003	17.9446	7	1003	41990	-25790		16200	16200
In-Home Aide-Level II - Personal Care		159790		\\\\\\\\\\	17754	177544		177544	9077	18.58	30	9077	126000	25790	8000	151790	159790
In-Home Aide-Level III - Personal Care		42010		\\\\\\\\\\	4668	46678		46678	2512	18.582	8	2512	42010			42010	42010
				\\\\\\\\\\	0	0		0									
				\\\\\\\\\\	0	0		0									
				\\\\\\\\\\	0	0		0									
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				\\\\\\\\\\	0	0		0									
				\\\\\\\\\\	0	0		0									
				\\\\\\\\\\	0	0		0									
Total	0	568659	514790	1083449	120383	1203831	127125	1330956	86842	\\\\\\\\\\\\	532	184022	1083449	0	0	1083449	1083449

DAAS-731 (Rev. 2/16)

Home and Community Care Block Grant for Older Adults

County Funding Plan

County Services Summary

County BRUNSWICK
July 1, 2020 through June 30, 2021

	A				B	C	D	E	F	G	H	I
	Block Grant Funding				Required	Net	NSIP	Total	Projected HCCBG	Projected Reimbursement	Projected HCCBG	Projected Total
Services	Access	In-Home	Other	Total	Local Match	Service Cost	Subsidy	Funding	Units	Rate	Clients	Units
Congregate Nutrition			149341	\\\\\\\\\\	16593	165934	62625	228559	40332	6.8873	354	83500
Home Delivered Meals		350659		\\\\\\\\\\	38962	389621	64500	454121	32755	8.4806	118	86000
Senior Center Operation			365449	\\\\\\\\\\	40605	406054		406054		0		0
Transportation (General)	0			\\\\\\\\\\	0	0		0	1163	14.3362	15	1930
In-Home Aide-Level I - Home Management		16200		\\\\\\\\\\	1800	18000		18000	1003	17.9446	7	1003
In-Home Aide-Level II - Personal Care		159790		\\\\\\\\\\	17754	177544		177544	9077	18.58	30	9077
In-Home Aide-Level III - Personal Care		42010		\\\\\\\\\\	4668	46678		46678	2512	18.582	8	2512
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
Total	0	568659	514790	1083449	120383	1203831	127125	1330956	86842	\\\\\\\\\\\\	532	184022

Signature, Chairman, Board of Commissioners Date

Home and Community Care Block Grant for Older Adults

BRUNSWICK SENIOR RESOURCES, INC.

PO Box 2470

Shallotte, NC 28459

County Funding Plan

Provider Services Summary

DAAS-732

County: BRUNSWICK

Budget Period: July 2020 through June 2021

Revision #: 2 **Date:** 6/9/2021

	Serv. Delivery (Check One)		A				B	C	D	E	F	G	H	I
			Block Grant Funding											
Services	Direct	Purchase	Access	In-Home	Other	Total	Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate*	Projected HCCBG Clients	Projected Total Units
Congregate Nutrition	X		$ -	$ -	$ 149,341	$ 149,341	$ 16,593	$ 165,934	$ 64,243	$ 230,177	24,093	$ 6.8873	110	85,657
Home Delivered Meals	X		$ -	$ 350,659	$ -	$ 350,659	$ 38,962	$ 389,621	$ 63,920	$ 453,541	45,943	$ 8.4806	190	85,227
Senior Center Operation	X		$ -	$ -	$ 365,449	$ 365,449	$ 40,605	$ 406,054	$ -	$ 406,054	-	$ -		-
Transportation (General)		X	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ -	$ 350,659	$ 514,790	$ 865,449	$ 96,160	$ 961,609	$ 128,163	$ 1,089,772	70,036		300	170,884

***Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate**

	ADC	ADHC
Daily Care	$33.07	$ 40.00
Administrative		
Proj. Reimbursement Rate	$33.07	$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

President/CEO 06/10/21

Authorized Signature, Title — Date

Community Service Provider

Signature, County Finance Officer — Date

Signature, Chairman, Board of Commissioners — Date

North Carolina Division of Aging and Adult Services DAAS-732A
Service Cost Computation Worksheet

Provider: BRUNSWICK SENIOR RESOURCES, INC.
County: BRUNSWICK
Budget Period: July 2020 through June 2021

I. Projected Revenues	Grand Total		Service: Congregate Nutrition 180	Service: Home Delivered Meals 020	Service: Senior Center Operation 170	Service: Transportation (General) 250	Service: 0 #N/A
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	$ 865,449		$ 149,341	$ 350,659	$ 365,449	$ -	$ -
Required Minimum Match - Cash							
1)	$ 88,938		$ 16,593	$ 38,962	$ 33,383	$ -	
2)	$ -						
3)	$ -						
Total Required Minimum Match - Cash	$ 88,938		$ 16,593	$ 38,962	$ 33,383	$ -	$ -
Required Minimum Match - In-Kind							
1)	$ -						
2)	$ -						
3)	$ -						
Total Required Minimum Match - In-Kind	$ -		$ -	$ -	$ -	$ -	$ -
B. Total Required Minimum Match (cash + in-kind)	$ 88,938		$ 16,593	$ 38,962	$ 40,605	$ -	$ -
C. **Subtotal, Fed/State/Required Match Revenues**	$ 954,387		$ 165,934	$ 389,621	$ 406,054	$ -	$ -
D. NSIP Cash Subsidy/Commodity Valuation	$ 128,163		$ 64,243	$ 63,920	$ -	$ -	$ -
E. **OAA Title V Worker Wages, Fringe Benefits and Costs**	$ -						
Local Cash, Non-Match							
1) Brunswick County	$ 1,803,835		$ 424,011	$ 333,152	$ 1,046,672	$ -	
2)	$ -						
3)	$ -						
4)	$ -						
F. **Subtotal, Local Cash, Non-Match**	$ 1,803,835		$ 424,011	$ 333,152	$ 1,046,672	$ -	$ -
Other Revenues, Non-Match							
1)	$ -						
2)	$ -						
3)	$ -						
G. **Subtotal, Other Revenues, Non-Match**	$ -		$ -	$ -	$ -	$ -	$ -
Local In-Kind Resources (Includes Volunteer Resources)							
1)	$ -						
2)	$ -						
3)	$ -						
H. **Subtotal, Local In-kind Resources, Non-Match**	$ -		$ -	$ -	$ -	$ -	$ -
I. **Client Cost Sharing**	$ -						
J. **Total Projected Revenues (Sum I.C,D,E,F,G,H, & I)**	$ 2,886,385		$ 654,188	$ 786,693	$ 1,452,726	$ -	$ -

Division of Aging and Adult Services
Service Cost Computation Worksheet

II. Line Item Expenses	Grand Total	Admin. Cost	Service: Congregate Nutrition 180	Service: Home Delivered Meals 020	Service: Senior Center Operation 170	Service: Transportation (General) 250	Service: 0 #N/A
Staff Salary From Labor Distribution Schedule							
1) Full-time Staff (do not include Title V workers)	$ 927,744	$ 102,071	$ 195,381	$ 244,182	$ 386,110	$ -	$ -
2) Part-time staff (do not include Title V workers)	$ 53,684	$ 5,460	$ 18,652	$ 18,652	$ 16,380	$ -	$ -
A. **Subtotal, Staff Salary**	$ 986,888	**$ 107,531**	**$ 214,033**	**$ 262,834**	**$ 402,490**	**$ -**	**$ -**
Fringe Benefits							
1) FICA @ 7.65 %	$ 75,497	$ 8,226	$ 16,374	$ 20,107	$ 30,790	$ -	$ -
2) Health Insurance	$ 195,899	$ 8,517	$ 59,622	$ 51,104	$ 76,656		
3) Retirement	$ 59,213	$ 6,452	$ 12,842	$ 15,770	$ 24,149	$ -	

4) Unemployment Insurance	$ 4,709	$ 419	$ 1,159	$ 1,467	$ 1,664			
5) Worker's Compensation	$ 13,174	$ 1,288	$ 2,863	$ 3,610	$ 5,413			
6) Other	$ -							
B. Subtotal, Fringe Benefits	$ 348,492	$ 24,902	$ 92,860	$ 92,058	$ 138,672	$ -	$ -	
Local In-Kind Resources Non-Match								
1)	$ -							
2)	$ -							
3)	$ -							
C. Subtotal, Local In-Kind Resources Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
D. OAA Title V Worker Wages, Fringe Benefits and Costs	$ -							
Travel								
1) Per Diem	$ -							
2) Mileage Reimbursement	$ -							
3) Other Travel Cost	$ -							
E. Subtotal, Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
General Operating Expenses								
1) Non-Staff Program Cost (inc Food and related)	$ 703,900		$ 244,154	$ 284,746	$ 175,000			
2) Meal Delivery Cost	$ 83,000			$ 83,000				
3) Repairs & Maintenace - Equipment	$ 119,000		$ 15,000	$ 4,000	$ 100,000			
4) Facility Rental, Repairs, & Maintenance	$ 309,000		$ 15,000	$ 4,000	$ 290,000			
5) Staff Training	$ 38,000		$ 9,000	$ 9,000	$ 20,000			
6) Outreach, Advertising, Supplies	$ 100,000		$ 5,000	$ 5,000	$ 90,000			
7) Utilities	$ 179,000		$ 12,000	$ 12,000	$ 155,000			
8) Property and General Liability Insurance	$ 23,000		$ 4,000	$ 4,000	$ 15,000			
F. Subtotal, General Operating Expenses	$ 1,554,900	$ -	$ 304,154	$ 405,746	$ 845,000	$ -	$ -	
G. Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E	$ -							
H. Total Proj. Expenses Prior to Admin. Distribution	**$ 2,890,280**	**$ 132,433**	**$ 611,047**	**$ 760,638**	**$ 1,386,162**	**$ -**	**$ -**	
I. Distribution of Admininistrative Cost	**$ (135,760)**		**$ (43,141)**	**$ (26,055)**	**$ (66,564)**	**$ -**	**$ -**	
J. Total Proj. Expenses After Admin. Distribution	**$ 2,893,607**		**$ 654,188**	**$ 786,693**	**$ 1,452,726**	**$ -**	**$ -**	

vices Must Equal

III. Computation of Rates	**Grand Total**		**Service** Congregate Nutrition 180	**Service** Home Delivered Meals 020	**Service** Senior Center Operation 170	**Service** Transportation (General) 250	**Service** 0 #N/A
A. Computation of Unit Cost Rate:							
1. Total Expenses (equals line II.J)	$ 2,893,607		$ 654,188	$ 786,693	$ 1,452,726	$ -	$ -
2. Total Projected Units			85,657	85,227			
3. Total Unit Cost Rate			$ 7.6373	$ 9.2306	$ -	$ -	$ -
B. Computation of Reimbursement Rate:							
1. Total Revenues (equals line I.J)	$ 2,886,385		$ 654,188	$ 786,693	$ 1,452,726	$ -	$ -
2. Less: NSIP (equals line I.D)	$ 128,163		$ 64,243	$ 63,920	$ -	$ -	$ -
Title V (equals line I.E less II.D)	$ -		$ -	$ -	$ -	$ -	$ -
Non Match In-Kind (equals line I.H less II.C)	$ -		$ -	$ -	$ -	$ -	$ -
3. Revenues Subject to Unit Reimbursement	$ 2,758,222		$ 589,945	$ 722,773	$ 1,452,726	$ -	$ -
4. Total Projected Units (equals line III.A.2)			85,657	85,227	-	-	-
5. Total Reimbursement Rate			$ 6.8873	$ 8.4806	$ -	$ -	$ -
C. Units Reimbursed Through HCCBG			**24,093**	**45,943**	**-**	**-**	**-**
D. Units Reimbursed Through Program Income*			-	-	-	-	-
E. Units Reimbursed Through Remaining Revenues			**61,564**	**39,284**	**-**	**-**	**-**
F. Total Units Reimbursed/Total Projected Units			**85,657**	**85,227**	**-**	**-**	**-**

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Authorized Signature	President/CEO	6/10/2021
	Title	Date

Information on this form (DAAS-732A) corresponds with Information stated on the Provider Services Summary

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCH

AGENCY NAME: BRUNSWICK SENIOR RESOURCES, INC.

State Fiscal Year: SFY 2020-2021

Fiscal Period: July 202

STAFF NAME	POSITION	TOTAL SALARY	FTE Equivalent	FULL TIME PART TIME	Assignable Salary	ADMIN. SALARY	SERVICE Congregate Nutrition	SERVICE Home Delivered Meals	SERVICE Senior Center Operation	SERVICE Transportation (General)
Caldara, Carol	SR CTR Nutrit Co-ord	$ 25,941	1	FULL TIME	$ 25,941	$ -	$ 14,051	$ 11,890	$ -	$ -
Hardy, Tyler S	SR CTR Cook	$ 27,300	1	FULL TIME	$ 27,300	$ -	$ 14,787	$ 12,513	$ -	$ -
Cooper , Shelly	SR CTR Nutrit Co-ord	$ 29,500	1	FULL TIME	$ 29,500	$ -	$ 13,162	$ 16,338	$ -	$ -
Russel, Doug	SR CTR Cook	$ 29,500	1	FULL TIME	$ 29,500	$ -	$ 13,162	$ 16,338	$ -	$ -
Replacement	SR CTR Nutrit Co-ord	$ 28,500	1	FULL TIME	$ 28,500	$ -	$ 10,059	$ 18,441	$ -	$ -
Baughman, Brett	SR CTR Cook	$ 28,500	1	FULL TIME	$ 28,500	$ -	$ 10,059	$ 18,441	$ -	$ -
Bridgers , Beverly	SR CTR Nutrit Co-ord	$ 31,297	1	FULL TIME	$ 31,297	$ -	$ 14,605	$ 16,692	$ -	$ -
Ramsey, Amber	SR CTR Cook	$ 28,500	1	FULL TIME	$ 28,500	$ -	$ 13,300	$ 15,200	$ -	$ -
Francisco, Dean	Food Transporter	$ 22,900	0.5	PART TIME	$ 11,450	$ -	$ 5,725	$ 5,725	$ -	$ -
Pieczarka, Gloria	SR CTR Nutrit Co-ord	$ 24,500	1	FULL TIME	$ 24,500	$ -	$ 7,686	$ 16,814	$ -	$ -
Todd, Kathy	Food Transporter	$ 22,880	0.65	PART TIME	$ 14,872	$ -	$ 7,437	$ 7,435	$ -	$ -
Norris, Holley	SR Center Asst Dir	$ 34,510	1	FULL TIME	$ 34,510	$ 1,726	$ 3,451	$ 3,451	$ 25,882	$ -
Bledsoe, Courtney	SR Center Director	$ 49,157	1	FULL TIME	$ 49,157	$ 4,916	$ 2,458	$ 2,458	$ 39,325	$ -
Robinson, Jade	SR Center Asst Dir	$ 29,154	1	FULL TIME	$ 29,154	$ 2,915	$ 2,915	$ 2,915	$ 20,409	
Lett-McGee, Veronica	SR Center Director	$ 54,822	1	FULL TIME	$ 54,822	$ 13,706	$ 2,741	$ 2,741	$ 35,634	
Stanley, M Blair	SR Center Asst Dir	$ 27,500	1	FULL TIME	$ 27,500	$ -	$ 2,750	$ 2,750	$ 22,000	$ -
Nelson, Teresa L	SR Center Director	$ 47,500	1	FULL TIME	$ 47,500	$ 4,750	$ 2,375	$ 2,375	$ 38,000	$ -
Knott , Jackie	SR Center Asst Dir	$ 30,225	1	FULL TIME	$ 30,225	$ -	$ 3,023	$ 3,023	$ 24,179	$ -
Catlett, Melissa	SR Center Director	$ 48,000	1	FULL TIME	$ 48,000	$ 4,800	$ 2,400	$ 2,400	$ 38,400	$ -
Starr, Melissa	SR Center Director	$ 50,500	1	FULL TIME	$ 50,500	$ 4,040	$ 2,525	$ 2,525	$ 41,410	
Hardin, Jillian	SR Center Asst Dir	$ 30,225	1	FULL TIME	$ 30,225	$ 1,511	$ 3,023	$ 3,023	$ 22,668	$ -
Balice, Mallory	Prog Specialist-Health&Wellness	$ 49,157	1	FULL TIME	$ 49,157	$ 4,916	$ 9,831	$ 9,831	$ 24,579	$ -
Mullis , Tammie	Program Specialist - Nutrition	$ 49,157	1	FULL TIME	$ 49,157	$ -	$ 24,087	$ 25,070	$ -	$ -
Gore, Derissa	Program Support Specialist	$ 43,080	1	FULL TIME	$ 43,080	$ 10,170	$ 11,545	$ 12,149	$ 9,216	
Hine, Victoria	Program Services Associate	$ 31,200	1	FULL TIME	$ 31,200	$ 18,720	$ -	$ 12,480	$ -	$ -
Jackson , Chauvet	Center Services Associate	$ 37,724	1	FULL TIME	$ 37,724	$ 754	$ 1,886	$ -	$ 35,084	$ -
Powell, Sarah	Volunteer Coordinator	$ 37,295	1	FULL TIME	$ 37,295	$ 18,647	$ -	$ 9,324	$ 9,324	$ -
Jackson, Eddie	Technology Coord	$ 31,200	0.7	PART TIME	$ 21,840	$ 5,460	$ -	$ -	$ 16,380	$ -
MacDonald, Sheryl	Food Transporter	$ 22,880	0.48	PART TIME	$ 10,982	$ -	$ 5,490	$ 5,492	$ -	$ -
McLeod, Caroline	Program Services Associate	$ 25,000	1	FULL TIME	$ 25,000	$ 10,500	$ 9,500	$ 5,000	$ -	$ -
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NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCH

AGENCY NAME:	BRUNSWICK SENIOR RESOURCES, INC.									Fiscal Period:	July 202
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					$ -						
				SUBTOTAL FT:	$ 927,744	$ 102,071	$ 195,381	$ 244,182	$ 386,110	$	-
				SUBTOTAL PT:	$ 59,144	$ 5,460	$ 18,652	$ 18,652	$ 16,380	$	-
				TOTAL	$ 986,888	$ 107,531	$ 214,033	$ 262,834	$ 402,490	$	-
				PERCENT FT:	94.01%	94.92%	91.29%	92.90%	95.93%	#DIV/0!	
				PERCENT PT:	5.99%	5.08%	8.71%	7.10%	4.07%	#DIV/0!	

NAME AND ADDRESS
COMMUNITY SERVICE PROVIDER
BAYADA HOME HEALTH
3205 Randall Parkway, Suite 205
Wilmingotn, NC 28403

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732 (Rev. 2/16)
County BRUNSWICK
July 1, 2020 through June 30, 2021
REVISION # 2 , DATE : 6-11-21

	Ser. Delivery (Check One)		A				B	C	D	E	F	G	H	I
			Block Grant Funding				Required	Net*	NSIP	Total	Projected HCCBG	Projected Reimburse.	Projected HCCBG	Projected Total
Services	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	Units	Rate	Clients	Units
IHA LEVEL I		x		16200		\\\\\\\\\\\\\\\\	1800	18000		18000	1003	$ 17.9446	7	1003
IHA LEVEL II		x		159790		\\\\\\\\\\\\\\\\	17754	177544		177544	9556	$18.5800	30	9556
IHA Level III		x		42010		\\\\\\\\\\\\\\\\	4668	46678		46678	2512	$ 18.5820	8	2512
						\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\	0	0		0				
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Total	\\\\\\\	\\\\\\\	0	218000	0	218000	24222	242222	0	242222	13071	\\\\\\\\\\\\	45	13071

*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care		
Transportation		
Administrative		
Net Ser. Cost Total		

Certification of required minimum local match availability.
Required local match will be expended simultaneously with Block Grant Funding.

6-11-21
Authorized Signature, Title — Date
Community Service Provider

Signature, County Finance Officer — Date

Signature, Chairman, Board of Commissioners — Date

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # V. - 9.

From:
David Stanley, Deputy County Manager

Health and Human Services - Health Services - Contract for NC Alliance of Public Health Agencies FY 21-22

Issue/Action Requested:
Request that the Board of Commissioners approve and execute the contract with the North Carolina Alliance of Public Health Agencies for fiscal year 2021-2022.

Background/Purpose of Request:
The North Carolina Alliance of Public Health Agencies, Inc (NCAPHA) provides temporary staffing, such as nurses, environmental health specialists, social workers, interpreters and clerical staff for Health and Human Services programs. Over the last decade, temporary staffing services have been instrumental in allowing Health Services to provide quality, mandated services to our citizens, without interruption, during periods of temporary staff shortages and/or periods of high workloads.

Staff recommends approval of the contract with NCAPHA to ensure mandatory services are provided.

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve and execute the contract with the North Carolina Alliance of Public Health Agencies for fiscal year 2021-2022.

ATTACHMENTS:

Description

- NCAPHA Staffing Agreement FY21-22

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North Carolina Alliance of Public Health Agencies (NCAPHA) Staffing Agreement

North Carolina Alliance of Public Health Agencies, Inc., with its principal office located at 222 North Person Street, Suite 208, Raleigh, North Carolina 27601 ("Agency"), and Brunswick County, with its Health and Human Services Department located at 25 Courthouse Drive, Building A, Bolivia, NC 28422 ("Client") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement") entered into effective as of July 1, 2021.

1. Agency Duties and Responsibilities

Agency will:

a. Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform tasks in accordance with Client's specifications as described to Agency in writing for staffing under Client's supervision and will be the common law employer of Assigned Employees;

b. Pay each Assigned Employee's wages and provide them with the benefits that Agency offers to them;

c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

d. Require Assigned Employees to sign agreements (in the form of Exhibit A) acknowledging that they are not entitled to holidays, vacations, paid time off, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by Client;

e. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994.

f. In compliance with Section 420.302(b) of the Medicare regulations, until the expiration of four (4) years after the furnishing of services provided under this Agreement, Agency will make available to the Secretary, U.S. Department of

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Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services;

g. Obtain and keep on file all documentation required by the U.S. Immigration and Naturalization Service to prove legal status to work and reside in the United States;

h. 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 Client with limits acceptable to Client. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include Client as an additional insured and as a certificate holder. Agency 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 Client. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Agency shall have no right of recovery or subrogation against Client (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.

1.2 **Right to Control**

In addition to Agency's duties and responsibilities set forth in paragraph 1, Agency, as the common law employer, has the right to review and address, unilaterally or in coordination with Client, Assigned Employee work performance issues and to enforce Agency's employment policies relating to Assigned Employee conduct at the worksite. The work assignment of Assigned Employee will be terminated by Agency upon receipt of Client's written request given to Agency at least fifteen (15) days in advance; provided, however, that Client may immediately terminate an Assigned Employee's work assignment for cause. If Assigned Employee's work assignment is terminated for cause, Client shall provide Agency with a written statement specifying the cause in reasonable detail promptly following such termination.

2. **Client Duties and Responsibilities**

Client will:

a. Properly supervise Assigned Employee's work performance and be responsible for Client's business operations, products, services, and intellectual property;

b. Properly supervise, control, and safeguard its premises, processes, and systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards,

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merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Agency's express prior written approval or as strictly required by the job description provided to Agency;

c. Provide Assigned Employee with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which Assigned Employee may be exposed at the work site;

d. Not change Assigned Employee's job duties without Agency's express prior written approval;

e. Exclude Assigned Employees from Client's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits. Notwithstanding the foregoing, Assigned Employees must strictly adhere to Client's policies and procedures at all times while performing services under this Agreement;

f. Reimburse Agency for advertising conducted with respect to recruiting specific personnel, when advertising is done at the request of Client;

g. Comply with OSHA Bloodborne Pathogen Exposure Control regulations found under OSHA Standard 29 C.F.R.e.1910. Client certifies that it has developed and follows an Exposure Control Plan in conformance with those regulations. At the time of initial assignment to tasks where occupational exposure may occur, Client will provide Assigned Employee with training in compliance with OSHA Standard 29 C.F.R.e.1910. Client agrees to provide post-exposure evaluation and follow-up pursuant to OSHA Standard 29 C.F.R.e.1910, if an exposure incident occurs to any Assigned Employee and to provide copies of all records of post-exposure care to Agency. Client agrees to orient Assigned Employee to Client's policies, procedures, operations and OSHA/Infection Control procedures, and inform the Agency of training dates and any changes in the Client's policies and procedures;

h. Designate a representative to report to Agency all time worked by each Assigned Employee on a mutually agreed schedule;

i. Be responsible for compliance with all relevant safety and health laws and regulations during the period of the Assigned Employee's assignment under Client's supervision, including but not limited to JCAHO regulations relating to orientation and evaluation and HIPAA regulations.

3. **Payment Terms, Bill Rates, and Fees**

a. Client will pay Agency for its performance as set forth on Exhibit B and will also pay any additional costs or fees set forth in this Agreement. Agency will invoice

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Client for services provided under this Agreement on a semi-monthly basis. Payment for all undisputed and properly completed invoices is due within thirty (30) days of receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. If Client disputes any portion of the charges on any invoice received from Agency, Client shall inform Agency in writing of the disputed charges. Once the dispute has been resolved, Agency shall re-invoice Client for the previously disputed charges and, per any resolution between Agency and Client, Client shall pay those charges in full at that time. No advance payment shall be made for the services to be performed hereunder.

b. In the event of new or increased labor costs associated with Client's Assigned Employees that Agency is legally required to pay-such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels, the parties will negotiate in good faith to determine new rates for Assigned Employees.

4. **Confidential Information**

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law, 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 a party receives such a request, it shall notify the disclosing party, and the disclosing party shall have the opportunity to defend against production of such records at the disclosing party's sole expense. No knowledge, possession, or use of Client's confidential information will be imputed to Agency as a result of Assigned Employees' access to such information.

5. **HIPAA Requirements**

The parties acknowledge that in performing the services under this Agreement, Assigned Employees may come into contact with Protected Health Information ("PHI"). As such, the parties further acknowledge that they will comply with HIPAA rules and regulations.

6. **Cooperation**

The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

7. **Indemnification and Limitation of Liability**

a. To the extent permitted by law, Agency will defend, indemnify, and hold Client and its parent, subsidiaries, directors, officers, agents, representatives, and

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employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Agency's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of Agency or Agency's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

b. To the extent permitted by law, Client will defend, indemnify, and hold Agency and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of Client or Client's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

c. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

7. **Term of Agreement**

The term of this Agreement will be for an entire fiscal year, which runs from July 1 through June 30, for the year of the effective date of this Agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the Agreement upon written notice.

8. **Miscellaneous**

a. While Agency follows the guidelines described in Exhibit C and will give each Assigned Employee safety and standards online training relating to safety, universal precautions, occupational exposure to bloodborne pathogens, other safety issues and HIPAA regulations, Client will provide each Assigned Employee with all necessary site-specific training, orientation and evaluations that may be required by federal, state or local occupational safety laws or rules, including JCAHO and HIPAA, for members of Client's workforce. Further, Client will only assign Assigned Employee to work in the clinical specialty areas in which they are professionally qualified and oriented to work. In the event of any actual or threatened claim arising out of or relating to the acts of omissions of the Assigned Employee, Client shall provide Agency written notice of such claim

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promptly and, in no event, later than 30 days after Client knew, or reasonably should have known of such claim

b. The parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws. Client agrees that it will promptly investigate allegations of discrimination, harassment, and retaliation. Client further agrees that it will report to Agency any suspected discrimination, harassment and/or retaliation either by or against Assigned Employee immediately. In the event Agency is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by Client, and Agency may be declared ineligible for further business opportunities with Client.

c. Both parties agree that Agency shall act as an independent contractor and shall not represent itself as an agent or employee of Client for any purpose in the performance of its duties under this Agreement. Agency represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Accordingly, Agency 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.

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

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

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

f. Pursuant to the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes, Agency agrees that, unless it is exempt by law, it shall verify the

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work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Agency shall require its subcontractors to do the same. Upon request from Client, Agency agrees to provide an affidavit of compliance or exemption.

g. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.

h. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

i. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

j. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

k. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

l. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

m. Neither party will transfer or assign this Agreement without the written consent of the other party.

n. All notices, demands, requests or other instruments which may be or are required to be given hereunder shall be in writing and sent to the addresses set forth below, by hand delivery, certified mail – return receipt requested, or via overnight courier, postage prepaid.

AGENCY: NC Alliance of Public Health Agencies, Inc.
222 N. Person Street, Ste. 208
Raleigh, NC 27601

CLIENT: Brunswick County Manager
P. O. Box 249
Bolivia, NC 28422

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The addresses provided herein are conclusively deemed to be valid, and notice given in compliance with this paragraph shall be conclusively presumed to be proper and adequate, unless a written change of address is provided to all parties.

o. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, without reference to any conflicts of law principles thereof. 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.

p. Should a dispute arise as to 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.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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Authorized representatives of the parties have executed this Staffing Agreement below to express the parties' agreement to its terms. 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.

Brunswick County	**North Carolina Alliance of Public Health Agencies, Inc.**
By: _____	By: Becky Hughes
Signature	Signature
Randy Thompson	Becky Hughes
Printed Name	Printed Name
Chairman, Board of Commissioners	Operations Officer
Title	Title
_____	5/24/2021
Date	Date

ATTEST:

_____
Clerk to the Board

"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
BENEFITS WAIVER FOR ASSIGNED EMPLOYEES

AGREEMENT AND WAIVER

In consideration of my assignment to Client by Agency, I agree that I am solely an employee of Agency for benefits plan purposes and that I am eligible only for such benefits as Agency may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by Client, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to Client by Agency and regardless of whether I am held to be a common-law employee of Client for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, nor or in the future, to such benefits and agree not to make any claim for such benefits.

EMPLOYEE	WITNESS
Signature	Signature
Printed Name	Printed Name
Date	Date

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EXHIBIT B
COMPENSATION

A. SCHEDULE OF RATES. Hourly rates are as set forth below or as otherwise determined by Agency and Client in writing plus a 33% administrative fee, except as otherwise noted. For Salaried Assigned Employee whose annual salary, excluding the administrative fee, is less than $100,000, and who works a fixed schedule and receives the same salary each pay period, an administrative fee of 24% will apply after ninety (90) days of employment. For Salaried Assigned Employee whose annual salary, excluding the administrative fee, total more than $100,000, an administrative fee of 19% will apply. Travel and work-related expenses will be based on the approved Client travel reimbursement rate. Environmental Health professionals will be compensated for travel, meals and lodging at the approved Client travel reimbursement rate. Travel and work-related expenses are exempt from the administrative fee.

B. OVERTIME. This Paragraph is only applicable to Assigned Employees who are eligible to receive overtime compensation pursuant to applicable law. Agency will charge Client special rates for premium work time only when an Assigned Employee's work on assignment to Client, viewed by itself, would legally require premium pay and Client has authorized, directed, or allowed the Assigned Employee to work such premium work time. Client's special billing rate for premium hours will be the same multiple of the regular billing rate as Agency is required to apply to the Assigned Employee's regular pay rate. Client will be billed one and one-half (1.5) times the rate set by the Client for time worked by Assigned Employee for all hours worked more than forty (40) hours per week and in accordance with state and federal wage and hours laws. If, during the term of this Agreement or at any time, any applicable law requires Agency to pay overtime to its Assigned Employee based on any standard other than forty (40) hours per week, Agency shall bill the overtime rate pursuant to the applicable law. Agency may comply with Client's policies regarding overtime when they follow state and/or federal wage and hours laws and are communicated at the time of the contract or communicated to Agency at least ninety (90) days prior to the effective date of such changes.

C. EXPENSES. Travel and other expenses incurred by an Assigned Employee in providing services to Client under this Agreement may be included on the Assigned Employee's applicable time sheet and reimbursed to the Assigned Employee through the Assigned Employee's paycheck from, Agent at Client's expense.

D. ACA COMPLIANCE. Agency shall comply with all provisions of the Patient Protection and Affordable Care Act ("ACA") applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations applicable to Assigned Employee, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions

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under Code §6055 and §6056 and related regulations. If the Assigned Employee does not report to work for illness or some other reason outside of Client's control, Client will not be billed for these hours except in the case of salaried Assigned Employee, with leave concession addressed at time of hire.

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EXHIBIT C
REQUIREMENT GUIDELINES

REQUIRED:	Schedule	Interpretation
Hepatitis B	2 doses, 4 weeks apart; 3rd dose, 5 months after 2nd; booster not necessary	Agency's policy follows CDC recommendations. Documentation of 3 doses of Hepatitis B vaccination (at appropriate intervals), serologic proof of immunity or declination of the series of vaccines signed by the healthcare worker.
MMR (Measles, Mumps, Rubella)	2 doses, 4 weeks apart	Agency's policy follows CDC recommendations for healthcare personnel (HCP) born in 1957 or later without serologic evidence of immunity or prior vaccination give 2 doses of MMR, 4 weeks apart. For HCP born prior to 1957, is considered acceptable evidence of measles, mumps and rubella immunity, however Agency follows CDC recommendation that a HCP get a titer but it is not required (unless a work site requirement.)
Varicella (chicken pox)	2 doses, 4 weeks apart	Agency follows CDC recommendation all HCP who have no serologic proof of immunity, prior vaccination, or history of varicella disease, give 2 doses of varicella vaccine, 4 weeks apart; all HCP be immune to varicella with proof of Titer.
HIGHLY RECOMMENDED:	*[Not Required]*	***Employee must obtain if required by their work site.***
Influenza	Annual influenza vaccine	Highly recommended by Agency (must be obtained if required by employee's work site.)
Tetanus, diphtheria, pertussis	Td booster every 10 years after one Tdap	Agency follows CDC recommendation all HCP get a Td booster does every 10 years, following the completion of the primary 3-dose series. Also, All HCP younger than 65 get a 1-time does of Tdap, if they have direct patient contact.
Tuberculosis Skin Test Screening	Upon Hire –Two step TST; Annual TB skin test for settings classified as medium risk for HCWs who have the potential for exposure to M. Tuberculosis through air space shared with persons with TB disease	Agency's policy for Tuberculosis screening follows CDC recommendations.

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State license, registration or certification (when required)	Per state board of nursing or other licensing agency	Agency contacts the State Board or other licensing agency prior to the Assigned Employee's start date to confirm that the license, registration or certification is active and in good standing. Agency will not knowingly employ a professional that has an action against their license.
BCLS (CPR)	Current Card	Agency accepts current BCLS certification from either AHA, Red Cross, or hospital issued cards as long as they are the standard requirements for Assigned Employee.
Criminal Background Check	Performed upon hire	Agency's policy is to conduct Criminal Background Checks upon hire on all Assigned Employee unless otherwise instructed by client. If there is a gap in employment or the Assigned Employee leaves the company for more than 6 months, a criminal background check will need to be updated prior to the start of the next assignment.
OIG Sanctions Check	Upon application	Agency has a check procedure in place. Each applicant is checked against the OIG database upon application.
I-9	Upon hire and if documents expire	Agency collects a completed I-9 and the appropriate INS required documentation on every Assigned Employee member prior to their start date.
AGENCY participates in E-Verify (As required by law.)	Upon hire	Agency will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization. IMPORTANT: If the Government cannot confirm that a new hire is authorized to work, this employer is required to give new hires written instructions and an opportunity to contact DHS and/or the SSA before taking adverse action against you, including terminating their employment. Agency will not use E-Verify to pre-screen job applicants and may not limit or influence the choice of documents new hires present for use on the Form I-9. To determine whether Form I-9 documentation is valid, Agency uses E-Verify's photo matching tool to match the photograph appearing on some permanent resident cards, employment authorization cards, and U.S. passports with the official U.S. government photograph. E-Verify also checks data from driver's licenses and identification cards issued by some states.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # V. - 10.

From:
David Stanley, Deputy County Manager

Health and Human Services - Health Services - New Hope Clinic Contract Renewal for FY 21-22

Issue/Action Requested:
Request that the Board of Commissioners approve the FY 2021-2022 contract with New Hope Clinic for services up to $75,000.

Background/Purpose of Request:
New Hope Clinic, Inc. provides clinical and laboratory/diagnostics services to qualified patients who are Brunswick County residents with no medical insurance and household incomes at or below 150% of the federal poverty level. Brunswick County Health Services provides capitated funding to assist with medical services.

Staff recommends approval of the contract to assist with health service delivery to our citizens.

The total capitated annual value of this renewal contract is $75,000.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in FY 22 budget

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the FY 2021-2022 contract with New Hope Clinic for services up to $75,000.

ATTACHMENTS:

Description

- New Hope Clinic FY21-22

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NORTH CAROLINA

SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and New Hope Clinic, Inc., (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 07/01/2021 (the "Effective Date") and continues in effect until 06/30/2022, 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 Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

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

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

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

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

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

e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;

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

g. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);

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

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

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

7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

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9. NON-EXCLUSIVITY

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

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

11. DEBARMENT

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

12. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

13. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

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14. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

15. REMEDIES

a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

   i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

   ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court

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of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

16. TAXES

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

17. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

18. NON-DISCRIMINATION IN EMPLOYMENT

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

19. COMPLIANCE WITH E-VERIFY PROGRAM

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

20. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future

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information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

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

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

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

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

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

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

21. OWNERSHIP OF WORK PRODUCT

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

22. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent

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of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

23. GOVERNING LAW AND VENUE

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

24. DISPUTE RESOLUTION

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

25. GOVERNMENTAL IMMUNITY

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

26. NON-WAIVER

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

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

28. HEADINGS

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

29. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as

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the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

30. AMENDMENTS

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

31. NOTICES

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

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

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

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

ii. For the Provider: New Hope Clinic, Inc.
201 West Boiling Spring Road
Southport, NC 28461

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32. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 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 /
Deputy Clerk to the Board

[SEAL]

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

NEW HOPE CLINIC, INC.

By: Sheila Roberts

Printed Name: Sheila Roberts

Title: Executive Director

Date: 6/18/2021

"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/FEES

Provider will invoice County on a monthly basis for Services provided pursuant to the Service Fee List set forth below. Invoices must contain a description of Services, the date of Services, and the number of Services provided. The maximum amount County will pay Provider for Services rendered under this Agreement is capitated at $75,000.00, as approved by the Brunswick County Board of Commissioners for fiscal year 2021-2022.

Service Fee List

Medical Office Visit:	Includes primary care, specialty care, individual diabetes self-management education, nutrition/diet counseling, and care management. Visits to be conducted in a clinic setting or virtually by an MD, DO, FNP, PA, RN, OD, DC, DPM, Nutritionist, Dietician, Case Manager or Care Manager. Fee: $6.00 Estimated volume: 3,000 visits per year
Dental Office Visit:	Includes urgent care for extractions, restorative care, and preventative cleaning visits. Visits to be conducted in a clinic setting by a DMD, DDS, or Dental Hygienists Fee: $6.00 Estimated volume: 300 visits per year
Lab or Diagnostic Test:	Includes laboratory tests, diagnostic tests, and x-rays performed in a clinical setting. Treatment procedures (non-diagnostic) performed during office visits will not be counted. Fee: $4.00 Estimated volume: 800 tests per year
Pharmacy Service:	Includes dispensing prescriptions from in-house pharmacy, prescriptions filled outside and paid for by the agency, or enrolling a patient in a Prescription Assistance Program. A prescription is equal to a 90-day supply, except for antibiotics or other short-course medications for treatment of acute illness, and for medications to manage chronic illness until a Prescription Assistance Program prescription arrives. Fee: $5.00 Estimated volume: 9,500 pharmacy services per year
New patients enrolled:	A person who is enrolled in the program for the first time, or who is re-enrolling after being out of the program for 12 months or more. Fee: $20.00 Estimated volume: 225 new patients enrolled

The individuals receiving these services will be qualified patients of provider who are Brunswick County residents with no medical insurance and household incomes at or below 200% of the federal poverty level. Visits and services reported through this Agreement will be provided to individuals free of charge or for a per visit patient contribution not to exceed $20.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # V. - 11.

From:
David Stanley, Deputy County Manager

Health and Human Services - Health Services - Novant Health Medical Group Coastal Region, LLC Contract for FY 21-22

Issue/Action Requested:
Request that the Board of Commissioners approve the FY 21-22 contract between the County and Novant Health Medical Group Coastal Region, LLC.

Background/Purpose of Request:
Novant Health Medical Group Coastal Region, LLC (Known as Carolina Healthcare Associates, Inc. until the Novant buyout on June 1) has provided Maternal Health and Family Planning care for Health Services clients for many years. This agreement provides a continuation of care for Brunswick County Maternal Health clients that plan to receive care at New Hanover Regional Medical Center. This agreement also provides Family Planning clients access to quality care providers. Funding for this service comes from state and local funds in addition to insurance and client payments. Value of this renewal contract for last fiscal year was over $60,000.

Staff recommends approval of this contract.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the FY 22 budget

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the FY 21-22 contract between the County and Novant Health Medical Group Coastal Region, LLC.

ATTACHMENTS:

Description

- NHMGCR, LLC FY 22

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NORTH CAROLINA

HEALTH PROFESSIONAL SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS HEALTH PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part and Novant Health Medical Group Coastal Region, 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 the "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. Unless otherwise noted, any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT

The term of this Agreement begins on 07/01/2021 (the "Effective Date") and continues in effect until 06/30/2022, unless sooner terminated as provided herein. Provider may not render Services hereunder until this Agreement is executed by Provider and returned to County.

3. TERMINATION

a. Without Cause. County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the Services provided under this Agreement through the effective date of termination.

b. With Cause. 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 immediate termination of the Agreement.

c. Immediate Termination. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if: (i) Provider's license to practice medicine in the State of North Carolina or authorization to administer

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medications, including controlled substances, is denied, modified, reduced, restricted, suspended or terminated (either voluntarily or involuntarily); (ii) Provider fails to notify County of any sanctions or other professional disciplinary action or criminal action of any kind against Provider which is either initiated, in progress or completed at any time during the term of this Agreement; (iii) Provider violates any material term of the Business Associate Agreement attached hereto as Exhibit "C"; (iv) 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 (v) Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

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

5. 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, based on accurate time and travel records kept by Provider. Invoices must include detail of all Services delivered or performed under the terms of this Agreement, including the dates of service, the hours of service and any mileage for which reimbursement is being requested. All invoices shall be submitted within ninety (90) days of the date of service. 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.

6. 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

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with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. 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.

7. RESPONSIBILITY TO OBTAIN ALTERNATE PROVIDER

Should Provider be unable to provide Services hereunder at any time and for any reason, it shall be solely responsible for obtaining an alternate provider who possesses the minimum qualifications as set forth herein. Provider shall be solely responsible for payment of a qualified alternate provider.

8. MINIMIMUM QUALIFICATIONS

Provider, and any alternate provider which Provider may designate from time to time, shall possess and maintain at all times during the term of this Agreement an unrestricted, current license to practice medicine in the State of North Carolina. Provider's license number is set forth on Exhibit "B." Provider shall immediately notify County of: (i) any modification, restriction, suspension or revocation of Provider's license; (ii) any modification, restriction, suspension or revocation of Provider's authorization to prescribe or administer medications, including controlled substances; (iii) the imposition of any sanctions against Provider under Medicare or Medicaid programs or any other governmental program; or (iv) any other professional disciplinary action or criminal action of any kind against Provider which is either initiated, in progress or completed at any time during the term of this Agreement.

9. PATIENT ELIGIBILITY

Eligibility of patients for Services shall be determined by County in its sole and absolute discretion. Neither party shall discriminate against any patient on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation or age. The parties shall strictly adhere to the North Carolina Department of Health and Human Services departmental rules and regulations.

10. PATIENT RECORDS

During the term of this Agreement**,** County shall make available to Provider all patient records and information reasonably necessary for the performance of Provider's duties hereunder. Provider agrees to maintain said records in accordance with County policy and subject to the provisions of the Business Associate Agreement attached hereto as Exhibit "C."

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11. HIPAA REQUIREMENTS

The parties acknowledge that they will comply with the Health Insurance Portability and Accountability Act of 1996, as more fully set forth in the Business Associate Agreement attached hereto as Exhibit "C."

12. FEDERAL RECORD-KEEPING REQUIREMENTS

Until the expiration of four (4) years after the furnishing of Services pursuant to this Agreement, Provider shall make available, upon written request from the Secretary of the Department of Health and Human Services, or from the Comptroller General of the United States, or any of their authorized representatives, this Agreement, and all books, documents and records that are necessary to certify costs.

13. PROVIDER REPRESENTATIONS

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

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

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

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

e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;

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

g. The Services performed 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); and

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

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14. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

15. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement. Nothing in this Agreement shall be construed to restrict Provider from providing or entering into other contracts or agreements for the provision of health care services, provided that: (i) such activities do not hinder or conflict with Provider's ability to perform its duties and obligations hereunder; (ii) in rendering such services, Provider shall neither represent nor imply that such services are being rendered by or on behalf of County; and (iii) any professional services rendered by Provider outside the scope of this Agreement shall not be billed to County.

16. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

17. DEBARMENT

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

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.

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19. 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.

20. 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.

21. REMEDIES

a. Right to Cover. If Provider fails to perform the Services hereunder for any reason, the County may employ such means as it may deem advisable and appropriate to obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement.

b. Right to Withhold Payment. County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

c. 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.

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d. 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.

22. 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.

23. 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.

24. NON-DISCRIMINATION IN EMPLOYMENT

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

25. 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.

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26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. ENTIRE AGREEMENT

This Agreement and the Exhibits hereto constitute 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 to the subject matter herein.

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32. 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.

33. 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.

34. AMENDMENTS

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

35. NOTICES

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

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

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

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

ii. <u>For the Provider</u>: Novant Health Medical Group Coastal Region, LLC
Attn: Dan Goodwin
P. O. Box 90000
Wilmington, NC 28402

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36. 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:

BRUNSWICK COUNTY

_____
Clerk to the Board /
Deputy Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

NOVANT HEALTH MEDICAL GROUP COASTAL REGION, LLC

By: Dan Goodwin

Printed Name: Dan Goodwin

Title: Executive Director

Date: 6/17/2021

"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/FEES

Scope of Services:

1. The consulting physician of Provider: shall direct the non-surgical obstetric medical services of the OB/GYN Certified Nurse Midwife in accordance with approved methods and standards of practice of the North Carolina Medical Practice Act, the code of ethics of the American Medical Assoc., the Maternal Health Program of the North Carolina Dept. of Health and Human Services and this Agency.

2. Shall provide medical and clinical consultation services to OB/GYN Certified Nurse Midwife including review of historical, physical examination, laboratory and other data.

3. Shall provide protocols for care to OB/GYN Certified Nurse Midwife for obstetrical patients under "standing medical orders".

4. Shall provide telephone consultation to OB/GYN Certified Nurse Midwife between patient prenatal visits as necessary.

5. Shall assure that all lab reports, ultrasound reports and referrals for NHMGCR designated patients are faxed directly to Brunswick County Health Services in a timely manner.

6. Shall see all patients classified as high risk after initial Brunswick County Health Services visit.

7. Shall agree to patients having required lab work performed at the closest facility to patient.

8. All Brunswick County Health Services OB patients who are designated to deliver at NHMGCR, will be transferred at 39 weeks gestation to OB/GYN Specialists Clinic for their final visits.

The Certified Nurse Midwife or Professional's substitute will:

1. See all patients choosing to deliver at NHMGCR at Brunswick County Health Services for the initial visit and at each visit thereafter.

2. Consult by phone with OB/GYN Specialists physicians to discuss patient care and/or treatment as necessary.

3. Follow all written Brunswick County Health Services medical policies and procedures.

4. Refer all <u>high risk</u> NHMGCR patients directly to OB/GYN Specialists for care.

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5. Transfer low risk OB patients who are designated to deliver at NHMGCR to OB/GYN Specialists beginning at 39 weeks gestation or at 36 weeks gestation if a cesarean delivery is required.

6. Refer patients for lab work to closest facility to patient.

7. Refer all OB patients who are designated to deliver at NHMGCR to Atlantic Maternal Fetal Medicine, OB/GYN Specialists, NHMGCR, or the Medical Mall for ultrasounds or to Novant Health - Brunswick Medical Center for Dating Ultrasounds.

8. Provide services to the Brunswick County Health Department Family Planning Clinic.

Billing and Fees:

1. County shall remit to Provider the sum of $71.99 per hour, for up to twenty 27 hours per week, for the purpose of providing to Brunswick County Health Services, OB/GYN Certified Nurse Midwife services. Provider will submit a completed time sheet as supporting documentation to the accounting department, indicating the date, start and end time, program, and signature. This time sheet must be turned in at the end of each month worked. Telephone consultation, as set forth above, will be reimbursed in quarterly hour increments at the above rate.

2. Provider shall bill County no more frequently than monthly. However, billing should be submitted within ninety (90) days of service. All bills for services performed during the term of this Agreement shall be submitted on or before June 30 of the respective fiscal year.

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EXHIBIT "B"
LICENSURE

Licensed to practice medicine in North Carolina.

Physician: Laif B. Lofgren, MD
License # 30834

Physician: Todd M. Beste, MD
License # 6901229

Certified Midwife: Ashli Gibson
License # CNM 256196

Certified Midwife: Pamela Irby
License # CNM 227799

Certified Midwife: Henna Ables, CNM
License # CNM 746

Certified Midwife: Diana Shawn Deviney, CNM
License: # CNM #289

Certified Midwife: Sue Carney, CNM
License: # CNM #440

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EXHIBIT "C"
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE 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 "Covered Entity"), and Novant Health Medical Group Coastal Region, LLC, (hereinafter referred to as "Business Associate"), (hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996 (hereinafter referred to as "HIPAA"), Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information;

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (hereinafter referred to as the "HIPAA Security and Privacy Rule");

WHEREAS, Covered Entity and Business Associate have entered into a Health Professional Services Agreement of even date herewith for the provision of medical services by Business Associate, of which this Agreement is made an integral part thereof; and

WHEREAS, in fulfilling its obligations under the Health Professional Services Agreement, Business Associate may have access to Protected Health Information (as defined below).

NOW, THEREFORE, in consideration of the Parties' continuing obligations and compliance with the HIPAA Security and Privacy Rule, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

WITNESSETH:

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including

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without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes, without limitation, "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. TERM

The term of this Agreement runs concurrent with the Health Professional Services Agreement of which it is a part, unless sooner terminated as provided herein.

III. CONFIDENTIALITY AND SECURITY REQUIREMENTS

a. Business Associate agrees:

i. to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship; or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Health Professional Services Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule; and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity;

ii. at termination of this Agreement, the Health Professional Services Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those

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purposes that make the return or destruction of the information not feasible; and

iii. to ensure that its agents, including any subcontractor or alternate provider to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

b. Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

i. if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met.

1. The disclosure is required by law; or

2. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

ii. for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

c. Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

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d. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.

e. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

IV. AVAILABILITY OF PROTECTED HEALTH INFORMATION

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule.

V. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Health Professional Services Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Health Professional Services Agreement immediately.

VI. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate hereunder shall survive any expiration, termination, or cancellation of this Agreement, the Health Professional Services Agreement and/or the business relationship of the parties.

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This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, such party shall notify the other party in writing, for a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, then either party has the right to terminate this Agreement and the Health Professional Services Agreement immediately.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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VII. 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 /
Deputy Clerk to the Board

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

NOVANT HEALTH MEDICAL GROUP COASTAL REGION, LLC

By: Dan Goodwin

Printed Name: Dan Goodwin

Title: Executive Director

Date: 6/17/2021

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
July 6, 2021

Action Item # V. - 12.

From:
Catherine Lytch, DSS Director

Health and Human Services - Social Services - Annual Energy Outreach Plan

Issue/Action Requested:
Request that the Board of Commissioners approve the Social Services Energy Outreach Plan for fiscal year 2021-2022.

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

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the Social Services Energy Outreach Plan for fiscal year 2021-2022.

ATTACHMENTS:

Description

- Energy Outreach Plan FY 2021-2022

Brunswick County Department of Social Services
Energy Program Outreach Plan
FY 2021-2022

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

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

The county director and/or his/her designee is required to develop the EPOP, which addresses outreach and application activities related to the Energy Programs. The Outreach Plan is due to North Carolina Department of Health and Human Services (NCDHHS) by **July 26, 2021**.

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

COMMITTEE MEMBERSHIP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Brunswick County Department of Social Services
Energy Program Outreach Plan
FY 2021-2022

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

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

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

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

ORGANIZATIONAL STRUCTURE

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

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

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

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

Crisis Intervention Program:
All CIP applications will be processed by the Intake Income Maintenance Caseworkers (IMC).

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

Brunswick County Department of Social Services
Energy Program Outreach Plan
FY 2021-2022

The Triage Supervisor, the QA Supervisor and the Energy Program Specialist are assigned to oversee the CIP program. The supervisor will be backed up by the Economic Service Program Administrator and/or Economic Service Program Manager.

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

Low Income Home Energy Assistance Program:
Applications for LIHEAP will be taken and processed at the Brunswick County Government Complex.

Application Process:

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

BEST PRACTICES:

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

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

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

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

   n/a

Brunswick County Department of Social Services
Energy Program Outreach Plan
FY 2021-2022

CONTACT INFORMATION:

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

Name: __Catherine Lytch_____

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

Telephone: _910-253-2113_____

Email: _catherine.lytch@brunswickcountync.gov_____

Please indicate which program:

X LIEAP

X CIP

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

_____

Board of Social Services/Human Services or governing body Signature

_____

Date

_____

Director's Signature

_____

Date

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # V. - 13.

From:
David Stanley, Deputy County Manager

Health and Human Services - Social Services - Non-Emergency Medicaid Transportation Contracts for FY 21-22

Issue/Action Requested:
Request that the Board of Commissioners approve the Non-Emergency Medicaid Transportation contracts with Brunswick Transit System and Med Trans.

Background/Purpose of Request:
Brunswick County is required by the Department of Medical Assistance to provide or arrange for transportation of qualified individuals to and from qualified non-emergency medical visits.

DSS recently set a new rate of $2.60/mile for all rides for participants from the County's existing vendors. A rotation created by the timeliness of each vendor's response affirming a desire to continue service has been set. The vendors and their rotation is as follows:

1) Med Trans

2) Brunswick Transit System

The funding used to pay vendor invoices is provided by Medicaid.

Staff recommends approval of the contracts.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the FY 22 budget

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the Non-Emergency Medicaid Transportation contracts with Brunswick Transit System and Med Trans.

ATTACHMENTS:

Description

- Med Trans NEMT Contract FY22
- BTS NEMT Contract FY22

Attachment A
General Terms and Conditions

Relationships of the Parties

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

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

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

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

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

(a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000 Each Accident, $500,000 Disease – Each Employee, $500,000 Disease – Policy Limit.
(b) **Commercial General Liability** - General Liability Covering all operations involved in this agreement. $2,000,000 General Aggregate, $2,000,000 Products/Completed Operations Aggregate, $1,000,000 Each Occurrence, $1,000,000 Personal and Advertising Injury Limit, $5,000 Medical Expense Limit. (Defense cost shall be in excess of the limit of liability.)
(c) **Automobile Liability Insurance**: The Contractor shall provide automobile liability insurance with a combined single limit of $1,500,000.00 liability for a 15 passenger or less vehicle and $5,000,000 for vehicles holding greater than 15 passengers (including driver); and a limit of $2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
    (i) owned by the Contractor and used in the performance of this contract;
    (ii) hired by the Contractor and used in the performance of this contract; and
    (iii) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

(d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.

(e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.

(f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.

(g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.

(h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.

(i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.

(j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.

(k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.

(l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:
The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall

survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

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

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

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

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

(a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000: The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

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

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record

retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

Miscellaneous

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

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

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

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

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

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

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

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

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

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

ATTACHMENT B – Scope of Work **Federal Tax Id. 47-1425150**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Med Trans of North Carolina, LLC

2. *If different* from Contract Administrator Information in General Contract:
SAME

3. Name of Program (s): Medicaid Transportation Program

4. Status: ☐ Public _____ Private, Not for Profit XX Private, For Profit

5. Contractor's Financial Reporting Year 01/01 through 12/31

B. Explanation of Services to be provided and to whom (include SIS Service Code):
See list of items 1 – 11.

C. Rate per unit of Service (define the unit):

1. Negotiated County Rate.
$2.60 per mile per person for each one-way trip for Medicaid authorized transports. Service codes A0120, A0130)

D. Number of units to be provided:

E. Details of Billing process and Time Frames; Provider will comply with MA 2910-MA 3550 (copies included, links below)

F. Provider will comply with ALL requirements contained in MA 2910-MA 35500 (copies included and links are below). Proof of compliance will be required with initial contract each year and upon request throughout the fiscal year.

http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2910.htm
http://info.dhhs.state.nc.us/olm/manuals/dma/fcm/man/MA3550.htm

G. Area to be served/Delivery site(s): Brunswick County residents transported within Brunswick County, New Hanover County and other areas as needed for medical transport, **as authorized by the Brunswick County Department of Social Services.**

1. Fares, donations, or gifts shall not be collected by vendor drivers and/or administration; whether in the form of a services, loan, item, or gratuities in the form of money or promise, from any person or firm.

2. Passengers are subject to the Medicaid conduct policy. Policy is distributed by DSS to all Medicaid recipients receiving transportation. Violation of such conduct policies by Medicaid clients may result in the suspension of transportation services. Vendor is responsible for reporting all conduct policy violations to the Department of Social Services (DSS) within 24 hours of the event.

3. Brunswick County has set the rate of $2.60 per mile per trip for vendors who wish to continue to contract for NEMT services. Trips will be sent to vendors on a weekly rotation (i.e.: Week 1 trips sent to vendor A, trips not scheduled will be sent to vendor B and so forth until all trips are scheduled. Week 2, trips will be sent to vendor B, and then C until all trips are scheduled). The rotation schedule will be set based on the order in which vendors responds and express their interest to continue to provide NEMT services. The log containing the weekly rides needed by clients will be sent out in the order outlined above in this paragraph until all trips have been taken by a vendor. Once you receive the log, you will have 2 business hours to determine which rides you will transporting and send back to DSS.

4. Vendor will contact clients they will be transporting and provide instructions regarding pick up time. Contact with the client should be made within 24 hours of the scheduled appointment time. **Vendors shall not cancel the trip in the event that they are unable to reach the client prior to the scheduled appointment time.**

5. Vendor shall schedule all trips in order to ensure that all clients arrive to their appointments **on time**. If the Vendor is unable to do so, the vendor must contact DSS as soon as possible to reschedule with the client.

6. Vendors will only be reimbursed by the state for trips that are scheduled by and through Social Services.

   *** Vendors and their employees shall not accept transportation requests directly from clients. If vendor provides transportation for a trip that was not scheduled via the Department, the Vendor will not be reimbursed by NC Tracks for the trip.**

7. Vendor shall collect the medical appointment verification form DMA-5118 for each appointment that transportation is provided from each client.
   * The DMA-5118 for each trip must be submitted to DSS along with the transportation log each week.
   * If DMA-5118 is not provided by the vendor for each trip, payment will be held up while verification is obtained.
   * Vendor will also maintain a supply of DMA-5118 forms on the vehicle and offer them to the Medicaid recipients as they complete drop off at medical providers.

8. Vendor will maintain a transportation log in accordance with MA-2910/3350 and submit to DSS weekly, by Wednesday of the following week.

   * At the end of the year, the billing log and 5118's must be received within 5 working days of 6/30.

   * All logs must provide the following items: Date of trip; number of trips; client(s) name last, first; pick up and drop off full addresses; DMA code; total miles; amount owed; shared miles; summary for each trip; beginning and ending odometer reading. (See Attached Sample)

9. It is the expectation that each vendor will provide transportation in accordance with MA policy and arrange the transportation in the most efficient and effective manner.

10. Payment will be processed and made by the State after trips have been reconciled by DSS. Inquiries into the State's payment schedule should be directed to the State.

11. Vendors shall be responsible for entering their trip information in NC Tracks. DSS will verify the trips and upload the information into NC Tracks so vendor is able to be paid by the State for their trips. It is the vendor's responsibility to keep their provider status current in NC Tracks as a Medicaid Transportation provider and to keep us updated on any change in their status.

    Medicaid transportation is only provided for Medicaid covered services and when the primary reason for the trip is medical care. To determine what services are covered, see MA-2905/3540 Covered Services, or consult the Medicaid Clinical Coverage and provider Manuals index for information on the service in question.

    http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2905.htm
    http://info.dhhs.state.nc.us/olm/manuals/dma/fcm/man/MA3540-37.htm

Rate Structure:

1. A flat rate of $2.60 per mile per person for all one-way trips will be authorized.
2. Payment will not be authorized for no-shows or dead miles in accordance with MA-2910/3550.

Ride Scheduling:

1. List of requested trips is sent to the first vendor (first vendor to respond affirming interest in providing services to County) by 9 am each morning, we should receive the list back by 11, we will allow 30 mins between,
2. Trips will be sent to second vendor by 11:30,
3. Third vendor by 2 pm.

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
AND CERTIFICATION REGARDING NONDISCRIMINATION

Brunswick County Department of Social Services/Human Services

I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 335 Ashworth Manor Ct.
(Street address)

Wilmington, NC 28412
(City, county, state, zip code)

2.
(Street address)

(City, county, state, zip code)

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment **45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

Certification Regarding Nondiscrimination

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

amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after

making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Med Trans of North Carolina, LLC
335 Ashworth Manor Court
Wilmington, NC 28412

Date of Certification 07/01/2021

To: County Department of Social Services/Human Services

Certification:

I certify that the Med Trans of North Carolina, LLC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C101b.

Sworn Statement:

Eddie J. Smith, being duly sworn, say that I am the Board Chair and N/A, respectively, of Med Trans of North Carolina of Wilmington in the State of North Carolina, LLC; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

Sworn to and subscribed before me on the day of the date of said certification.

10/06/2024 Commission Exp.
(Notary Signature and Seal)

My Commission Expires:

CHANDLER KOSH
NOTARY PUBLIC
New Hanover County
North Carolina
My Commission Expires 10/06/2024

[1] G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

Attachment G

Brunswick County Department of Social Services/Human Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

(1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;

(2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;

(3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

(4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or

(5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.

(1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.

(2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.

(3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

(1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).

(2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.

(3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.

(4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

(5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.
Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

ATTACHMENT H

Brunswick County Department of Social Services/Human Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

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

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

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which

it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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

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

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

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Brunswick County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Brunswick County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

ATTACHMENT N

Brunswick County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front-line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Brunswick County Department of Social Services/Human Services

DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July 2021, by and between Brunswick County (County Department of Social Services) ("Covered Entity") and Med Trans of North Carolina, LLC. (name of contractor) ("Business Associate") (collectively the "Parties").

1. BACKGROUND

a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) Ivory's Accessible Transport Services, Inc. (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

b. Covered Entity is an organizational unit of Brunswick County as the Brunswick County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.

c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.

d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected heath information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

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

a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

b. "Individual" shall have the same meaning as the term "individual" in 45 CFR160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

e. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.

h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Brunswick County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Brunswick County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. **PERMITTED USES AND DISCLOSURES**

   a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:

      1) would not violate the Privacy Rule if done by Covered Entity; or

      2) would not violate the minimum necessary policies and procedures of the Covered Entity.

   b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

   c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:

      1) disclosures are Required by Law; or

      2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

   d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

   e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. **TERM AND TERMINATION**

   a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

   b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

      1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

      2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

      3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination.**

1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. **GENERAL TERMS AND CONDITIONS**

a. This Agreement amends and is part of the Contract.

b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.

c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.

d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

MED TRANS OF NORTH CAROLINA, LLC.

Fiscal Year Begins 7/1/21 Ends 6/30/22

This contract is hereby entered into by and between the Brunswick County Department of Social Services (the "County") and Med Trans of North Carolina, LLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 47-1425150 and DUNS Number – 079897894.

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
   (5) Conflict of Interest (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) Federal Certification Regarding Lobbying (Attachment G)
   (8) Federal Certification Regarding Debarment (Attachment H)
   (9) HIPAA Business Associate Addendum (checklist and forms)
   (10) Certification of Transportation (Attachment J)
   (11) Contract Determination Questionnaire (required)

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

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

3. **Effective Period:** This contract shall be effective on 7/1/21 and shall terminate on 6/30/22,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall process payment authorizations for the Contractor in the amount specified in the Contract Documents.

6. XX a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.

7. **Reversion of Funds**:
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

8. **Reporting Requirements:**
   Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

9. **Payment Provisions:**
Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Laurie Britt, Business Officer	Name & Title	Laurie Britt, Business Officer
County	Brunswick County	County	Brunswick County
Mailing Address	PO Box 219	Street Address	60 Government Center Drive
City, State, Zip	Bolivia, NC 28422	City, State, Zip	Bolivia, NC 28422
Telephone	910-253-2092		
Fax	910-253-2249		
Email	laurie.britt@brunswickcountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Eddie J. Smith, Manager	Name & Title	SAME
Company Name	Med Trans of North Carolina, LLC	Company Name	
Mailing Address	335 Ashworth Manor Ct.	Street Address	
City State Zip	Wilmington, NC 28412	City State Zip	
Telephone	910-431-2996		
Fax			
Email	murphylsmith@aol.com		

9. **Supplementation of Expenditure of Public Funds:**
The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

10. **Disbursements:**
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

11. **Outsourcing to Other Countries:**

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

12. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

13. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

14. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

APPROVED AS TO FORM

County Attorney/Assistant County Attorney — Date

FINANCE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Paid from line item #145310-449903.

Signature of County Finance Officer — Date

COUNTY

Signature — Date

Printed Name: — Title

CONTRACTOR

Eddie J Smith — 6/9/2021

Signature — Date

Eddie J Smith — Manager

Printed Name**: Eddie J. Smith — Title: Manager

****Please note contractor signature MUST be notarized.**

CHANDLER KOSH
NOTARY PUBLIC
New Hanover County
North Carolina
My Commission Expires 10/06/2024

Sworn to and subscribed before me on the day of the date of said certification.

Chandler Kosh — My Commission Expires: 10/06/2024

(Notary Signature and Seal)

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: _____ Contract Number: _____ Date: _____

HIPAA ASSESSMENT FORM

Questions	Notes	Steps
1. Has a relationship been initiated allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.
2. Is the function or service to be rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a type(s) of function/activity for or on the behalf of the County Department of	Check appropriate service(s): ☐ Attorney Representing Agency	**YES—You have identified a busir associate relationship.** The specifi function/activity, which involves th

Social Services HIPAA covered health component that is directly related to the covered health component's continued operation?	☐ Benefits Management ☐ Patient Accounts Billing ☐ Claims Processing ☐ Claims Administration ☐ Bill Collections ☐ Professional Services ☐ Special Population Assessments ☐ Data Analysis ☐ Data Processing ☐ Data Administration ☐ JCAHO ☐ Council on Accreditation ☐ Re-pricing ☐ Rate Setting ☐ Practice Management ☐ Software Support ☐ Utilization Review ☐ Quality Assurance Contract Analysis ☐ Central Office Supervision ☐ Security ☐ Dietary ☐ Machine Maintenance ☐ Facility Maintenance ☐ Landscaping ☐ Housekeeping ☐ Hardware Support ☐ Audits/Surveys ☐ Purchasing	sharing of individually identifiable health information, is provided by t contractor. This constitutes a busin associate relationship as such information must be protected the s as required of the HIPAA covered health care component. There are t types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside county or state government. A Bus Associate Addendum must be signe and included with the contract. If y are completing a Memorandum of Agreement (MOA) with a governm entity the Government Associate Addendum must be utilized. NO—STOP. There is no business associate relationship.
ADDITIONAL REQUIRMENTS		
NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates		

Rev: 7-1-2013

CONTRACT PROVIDER NAME: _____

CONTRACT NUMBER: _____

CONTRACT PERIOD: _____

PROVIDER'S FISCAL YEAR: _____

CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

	Determination Factors	5 points Financial Assistance YES	5 points Purchase of Service NO
1	Does the provider determine eligibility?		
2	Does the provider provide administrative functions such as Develop program standards procedures and rules?		
3	Does the provider provide administrative functions such as Program Planning?		
4	Does the provider provide administrative functions such as Monitoring?		
5	Does the provider provide administrative functions such as Program Evaluation?		
6	Does the provider provide administrative functions such as Program Compliance?		
7	Is provider performance measured against whether specific objectives are met?		
8	Does the provided have responsibility for programmatic decision making?		
9	Is the provider objective to carry out a public purpose to support an overall program objective?		
10	Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		
11	Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		
12	Does the provider operate in a noncompetitive environment?		
13	Does the provider provide these or similar goods and/or services only to the funding agency?		
14	Does the provide these or similar goods and/or services outside normal business operations?		
	TOTAL	**0**	**0**

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

☐ FINANCIAL ASSISTANCE ☐ PURCHASE SERVICE

_____ _____

Signature of Authorized Programmatic Individual DATE

_____ _____

Signature of Authorized Administrative Individual DATE

BRUNSWICK TRANSIT SYSTEM, INC.

Fiscal Year Begins 7/1/21 Ends 6/30/22

This contract is hereby entered into by and between the Brunswick County Department of Social Services (the "County") and Brunswick Transit System, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-2148626 and DUNS Number – 034112958 (required if funding from a federal funding source).

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
   (5) Conflict of Interest (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) Federal Certification Regarding Lobbying (Attachment G)
   (8) Federal Certification Regarding Debarment (Attachment H)
   (9) HIPAA Business Associate Addendum (checklist and forms)
   (10) Certification of Transportation (Attachment J)
   (11) IRS federal tax exempt letter or 501 (c)(Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (12) Contract Determination Questionnaire (required)

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

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

3. **Effective Period:** This contract shall be effective on 7/1/21 and shall terminate on 6/30/22. This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall process payment authorizations for the Contractor in the amount specified in the Contract Documents.

6. XX a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.

7. **Reversion of Funds**:
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

8. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

9. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Laurie Britt, Business Officer	Name & Title	Laurie Britt, Business Officer
County	Brunswick County	County	Brunswick County
Mailing Address	PO Box 219	Street Address	60 Government Center Drive
City, State, Zip	Bolivia, NC 28422	City, State, Zip	Bolivia, NC 28422
Telephone	910-253-2092		
Fax	910-253-2249		
Email	laurie.britt@brunswickcountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Yvonne Hatcher, Director	Name & Title	SAME
Company Name	Brunswick Transit System, Inc.	Company Name	
Mailing Address	5040 Main Street	Street Address	
City State Zip	Shallotte, NC 28470	City State Zip	
Telephone	910-253-7800		
Fax	910-253-7806		
Email	bits@atmc.net		

9. **Supplementation of Expenditure of Public Funds:**
The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

10. **Disbursements:**
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

11. **Outsourcing to Other Countries:**
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

12. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

13. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

14. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

BRUNSWICK TRANSIT SYSTEM, INC.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

APPROVED AS TO FORM

County Attorney/Assistant County Attorney — Date

FINANCE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Paid from line item #145310-449903.

Signature of County Finance Officer — Date

COUNTY

Signature — Date

Printed Name: — Title

CONTRACTOR

Yvonne S. Hatcher — 6/14/2021

Signature — Date

Yvonne S. Hatcher — E. Director

Printed Name **: Yvonne Hatcher — Title: Director

****Please note contractor signature MUST be notarized.**

Sworn to and subscribed before me on the day of the date of said certification.

Antoinette M. Jenrette

(Notary Signature and Seal)

Antoinette M Jenrette
NOTARY PUBLIC
Brunswick County, NC
My Commission Expires October 15, 2022

My Commission Expires: Oct. 15, 2022

BTS
BRUNSWICK TRANSIT SYSTEM

July 1, 2021

To: County Department of Social Services/Human Services

Certification:

We certify that **Brunswick Transit System, Inc.** does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Helen Bunch and **Yvonne Hatcher** being duly sworn, say that we are the Board Chair and Executive Director, respectively, of Brunswick Transit System, Inc. of Shallotte in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Helen Evans Bunch
Board Chair

Yvonne S. Hatcher
Executive Director

Sworn to and subscribed before me on the day of the date of said certification.

Antoinette M. Jenrette
(Notary Signature and Seal)

My Commission Expires: Oct. 15, 2022

Antoinette M Jenrette
NOTARY PUBLIC
Brunswick County, NC
My Commission Expires October 15, 2022

[1] G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

Brunswick County Department of Social Services/Human Services

DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July 2021, by and between Brunswick County (County Department of Social Services) ("Covered Entity") and Brunswick Transit System, Inc. (name of contractor) ("Business Associate") (collectively the "Parties").

1. BACKGROUND

a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) Brunswick Transit System, Inc. (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

b. Covered Entity is an organizational unit of Brunswick County as the Brunswick County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.

c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.

d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected heath information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

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

a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

b. "Individual" shall have the same meaning as the term "individual" in 45 CFR160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

e. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.

h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Brunswick County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Brunswick County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:

1) would not violate the Privacy Rule if done by Covered Entity; or

2) would not violate the minimum necessary policies and procedures of the Covered Entity.

b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:

1) disclosures are Required by Law; or

2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

a. **Term**. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

b. **Termination for Cause**. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination.**

1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the Contract.

b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.

c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.

d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

CONTRACT PROVIDER NAME: _____

CONTRACT NUMBER: _____

CONTRACT PERIOD: _____

PROVIDER'S FISCAL YEAR: _____

CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

	Determination Factors	5 points Financial Assistance YES	5 points Purchase of Service NO
1	Does the provider determine eligibility?		
2	Does the provider provide administrative functions such as Develop program standards procedures and rules?		
3	Does the provider provide administrative functions such as Program Planning?		
4	Does the provider provide administrative functions such as Monitoring?		
5	Does the provider provide administrative functions such as Program Evaluation?		
6	Does the provider provide administrative functions such as Program Compliance?		
7	Is provider performance measured against whether specific objectives are met?		
8	Does the provided have responsibility for programmatic decision making?		
9	Is the provider objective to carry out a public purpose to support an overall program objective?		
10	Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		
11	Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		
12	Does the provider operate in a noncompetitive environment?		
13	Does the provider provide these or similar goods and/or services only to the funding agency?		
14	Does the provide these or similar goods and/or services outside normal business operations?		
	TOTAL	**0**	**0**

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

☐ FINANCIAL ASSISTANCE ☐ PURCHASE SERVICE

_____ _____

Signature of Authorized Programmatic Individual DATE

_____ _____

Signature of Authorized Administrative Individual DATE

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: _____ Contract Number: _____ Date: _____

HIPAA ASSESSMENT FORM

Questions	Notes	Steps
1. Has a relationship been initiated Select allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.
2. Is the function or service to be Select rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to Select be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by Select staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a Select type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health	Check appropriate service(s): ☐ Attorney Representing Agency ☐ Benefits Management	**YES—You have identified a business associate relationship.** The specified function/activity, which involves the sharing of individually identifiable

component that is directly related to the covered health component's continued operation?	☐ Patient Accounts Billing ☐ Claims Processing ☐ Claims Administration ☐ Bill Collections ☐ Professional Services ☐ Special Population Assessments ☐ Data Analysis ☐ Data Processing ☐ Data Administration ☐ JCAHO ☐ Council on Accreditation ☐ Re-pricing ☐ Rate Setting ☐ Practice Management ☐ Software Support ☐ Utilization Review ☐ Quality Assurance Contract Analysis ☐ Central Office Supervision ☐ Security ☐ Dietary ☐ Machine Maintenance ☐ Facility Maintenance ☐ Landscaping ☐ Housekeeping ☐ Hardware Support ☐ Audits/Surveys ☐ Purchasing	health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A Business Associate Addendum must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the Government Associate Addendum must be utilized. NO—STOP. There is no business associate relationship.
ADDITIONAL REQUIRMENTS		
NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates		

Rev: 7-1-2013

Attachment A
General Terms and Conditions

Relationships of the Parties

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

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

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

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

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

(a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000 Each Accident, $500,000 Disease – Each Employee, $500,000 Disease – Policy Limit.
(b) **Commercial General Liability** - General Liability Covering all operations involved in this agreement. $2,000,000 General Aggregate, $2,000,000 Products/Completed Operations Aggregate, $1,000,000 Each Occurrence, $1,000,000 Personal and Advertising Injury Limit, $5,000 Medical Expense Limit. (Defense cost shall be in excess of the limit of liability.)
(c) **Automobile Liability Insurance**: The Contractor shall provide automobile liability insurance with a combined single limit of $1,500,000.00 liability for a 15 passenger or less vehicle and $5,000,000 for vehicles holding greater than 15 passengers (including driver); and a limit of $2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
    (i) owned by the Contractor and used in the performance of this contract;
    (ii) hired by the Contractor and used in the performance of this contract; and
    (iii) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

(d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
(e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
(f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
(g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
(h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
(i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
(j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
(k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
(l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:
The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

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

Intellectual Property Rights

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

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property

Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

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

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

(a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000: The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

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

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

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

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or

commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

Miscellaneous

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

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

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

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

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

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

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

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

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

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

Additional Information - B

Scope of Work

1. Fares, donations, or gifts shall not be collected by vendor drivers and/or administration; whether in the form of a services, loan, item, or gratuities in the form of money or promise, from any person or firm.

2. Passengers are subject to the Medicaid conduct policy. Policy is distributed by DSS to all Medicaid recipients receiving transportation. Violation of such conduct policies by Medicaid clients may result in the suspension of transportation services. Vendor is responsible for reporting all conduct policy violations to the Department of Social Services (DSS) within 24 hours of the event.

3. Brunswick County has set the rate of $2.60 per mile per trip for vendors who wish to continue to contract for NEMT services. Trips will be sent to vendors on a weekly rotation (i.e.: Week 1 trips sent to vendor A, trips not scheduled will be sent to vendor B and so forth until all trips are scheduled. Week 2, trips will be sent to vendor B, and then C until all trips are scheduled). The rotation schedule will be set based on the order in which vendors responds and express their interest to continue to provide NEMT services. The log containing the weekly rides needed by clients will be sent out in the order outlined above in this paragraph until all trips have been taken by a vendor. Once you receive the log, you will have 2 business hours to determine which rides you will transporting and send back to DSS.

4. Vendor will contact clients they will be transporting and provide instructions regarding pick up time. Contact with the client should be made within 24 hours of the scheduled appointment time. **Vendors shall not cancel the trip in the event that they are unable to reach the client prior to the scheduled appointment time.**

5. Vendor shall schedule all trips in order to ensure that all clients arrive to their appointments **on time**. If the Vendor is unable to do so, the vendor must contact DSS as soon as possible to reschedule with the client.

6. Vendors will only be reimbursed by the state for trips that are scheduled by and through Social Services.

   *** Vendors and their employees shall not accept transportation requests directly from clients. If vendor provides transportation for a trip that was not scheduled via the Department, the Vendor will not be reimbursed by NC Tracks for the trip.**

7. Vendor shall collect the medical appointment verification form DMA-5118 for each appointment that transportation is provided from each client.

* The DMA-5118 for each trip must be submitted to DSS along with the transportation log each week.
* If DMA-5118 is not provided by the vendor for each trip, payment will be held up while verification is obtained.
* Vendor will also maintain a supply of DMA-5118 forms on the vehicle and offer them to the Medicaid recipients as they complete drop off at medical providers.

8. Vendor will maintain a transportation log in accordance with MA-2910/3350 and submit to DSS weekly, by Wednesday of the following week.

    * At the end of the year, the billing log and 5118's must be received within 5 working days of 6/30.

    * All logs must provide the following items: Date of trip; number of trips; client(s) name last, first; pick up and drop off full addresses; DMA code; total miles; amount owed; summary for each trip; beginning and ending odometer reading. (See Attached Sample)

9. It is the expectation that each vendor will provide transportation in accordance with MA policy and arrange the transportation in the most efficient and effective manner.

10. Payment will be processed and made by the State after trips have been reconciled by DSS. Inquiries into the State's payment schedule should be directed to the State.

11. Vendors shall be responsible for entering their trip information in NC Tracks. DSS will verify the trips and upload the information into NC Tracks so vendor is able to be paid by the State for their trips. It is the vendor's responsibility to keep their provider status current in NC Tracks as a Medicaid Transportation provider and to keep us updated on any change in their status.

    Medicaid transportation is only provided for Medicaid covered services and when the primary reason for the trip is medical care. To determine what services are covered, see MA-2905/3540 Covered Services, or consult the Medicaid Clinical Coverage and provider Manuals index for information on the service in question.

    http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2905.htm
    http://info.dhhs.state.nc.us/olm/manuals/dma/fcm/man/MA3540-37.htm

Rate Structure:

1. A flat rate of $2.60 per mile per person for all one-way trips will be authorized.
2. Payment will not be authorized for no-shows or dead miles in accordance with MA-2910/3550.

Ride Scheduling:

1. List of requested trips is sent to the first vendor (first vendor to respond affirming interest in providing services with County) by 9 am each morning, we should receive the list back by 11, we will allow 30 mins between,
2. Trips will be sent to second vendor by 11:30,
3. Third vendor by 2 pm.

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Brunswick County Department of Social Services/Human Services

I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 5040 Main Street
(Street address)

Shallotte, NC 28470
(City, county, state, zip code)

2.
(Street address)

(City, county, state, zip code)

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment **45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

Certification Regarding Nondiscrimination

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

ATTACHMENT B – Scope of Work **Federal Tax Id. 56-2148626**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Brunswick Transit System, Inc.

2. *If different* from Contract Administrator Information in General Contract:
SAME

3. Name of Program (s): Medicaid Transportation Program

4. Status: ☐ Public XX Private, Not for Profit ____Private, For Profit

5. Contractor's Financial Reporting Year 07/01 through 06/30

B. Explanation of Services to be provided and to whom (include SIS Service Code):
See list of items 1 – 11.

C. Rate per unit of Service (define the unit):

1. Negotiated County Rate.
$2.60 per mile per person for each one-way trip for Medicaid authorized transports. Service codes A0120, A0130)

D. Number of units to be provided:

E. Details of Billing process and Time Frames: See details as outlined on pages 2 & 3 in the "Additional Information - B" section of "Attachment B – Scope of Work.

F. Provider will comply with ALL requirements contained in MA 2910-MA 3550 (copies included and links are below). Proof of compliance will be required with initial contract each year and upon request throughout the fiscal year.

http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2910.htm
http://info.dhhs.state.nc.us/olm/manuals/dma/fcm/man/MA3550.htm

G. Area to be served/Delivery site(s): Brunswick County residents transported within Brunswick County, New Hanover County and other areas as needed for medical transport, **as authorized by the Brunswick County Department of Social Services.**

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after

making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Attachment G

Brunswick County Department of Social Services/Human Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

(1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;

(2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;

(3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

(4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or

(5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.

(1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.

(2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.

(3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

(1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).

(2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.

(3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.

(4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

(5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.
Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

ATTACHMENT H

Brunswick County Department of Social Services/Human Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

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

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

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which

it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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

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

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

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Brunswick County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Brunswick County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

ATTACHMENT K

What is a Private Non-Profit Agency?

Answer: A private non-profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non-profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non-profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non-profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non-profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non-Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non-profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax-exempt status is granted, the private non-profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax-Exempt Letter. Check date for expiration and check if current address of agency is reflected.

ATTACHMENT N

Brunswick County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).
The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front-line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # V. - 14.

From:
David Stanley, Deputy County Manager

Health and Human Services - Social Services - Non-Profit Contracts FY21-22

Issue/Action Requested:
Request that the Board of Commissioners approve the renewal of contracts between Brunswick County and the non-profit agencies Hope Harbor Home, Inc., Brunswick Family Assistance, Coastal Horizons Center, Inc., Providence Home, and Brunswick Housing Opportunities.

Background/Purpose of Request:
Each year, Health and Human Services utilizes a variety of contracts to help improve service delivery in the county. The contracts referenced represent agreements with non-profit entities that provide certain, necessary services to Brunswick County residents. Each of the agencies compliment the mission of Health and Human Services and are required to submit monthly invoices for payment of services provided.

Brunswick Family Assistance (BFA) is a non-profit agency that provides assistance to Brunswick County residents in various forms, including: utilities, rent, prescriptions, shelter, transportation, etc.

Coastal Horizons Center is a non-profit agency that provides a continuum of professional services for prevention, crisis intervention, sexual assault victims, criminal justice alternatives, and treatment of substance abuse and mental health disorders.

Hope Harbor is a non-profit agency that offers an around-the-clock, fully staffed safe shelter and crisis hotline, support groups, victim advocacy, meals, clothing, transportation, and personal needs to victims. In addition, we operate a victim advocacy office in the Brunswick County Courthouse, with the goal of ensuring that domestic violence survivors understand and have access to all legal protections available to them.

Providence Home is a private, non-profit organization. It is the only shelter providing services to children 10-17 years-old. Services become necessary due to an emergency or crisis when a child cannot remain with their family. Providence Home is licensed by the State of North Carolina as a six-bed facility and provides Brunswick County children, who are in a crisis, a safe location under adult supervision, 24 hours a day, seven days a week. Children are referred to Providence Home by Brunswick County law enforcement, parents, and Health and Human Services.

Brunswick Housing Opportunities is a non-profit agency that provides affordable housing and housing rehabilitation services. In addition to their repair services, the agency provides counseling services such as affordable housing, foreclosure prevention, reverse mortgage, veteran and senior housing, and other related counseling services. All of these services are to the benefit of qualified Brunswick County residents.

The total value of the renewal contracts is as follows:

Hope Harbor Home - $90,000.00
BFA - $152,000.00

Coastal Horizons - $35,000.00
Providence Home - $35,000.00
BHO - $50,000.00

Staff recommends approval of the renewal contracts to assist in service delivery to our citizens.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the FY 22 Budget

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the renewal of contracts between Brunswick County and the non-profit agencies Hope Harbor Home, Inc., Brunswick Family Assistance, Coastal Horizons Center, Inc., Providence Home, and Brunswick Housing Opportunities.

ATTACHMENTS:

Description

- Brunswick Family Assistance - Funded Agency - partially executed for Novus FY22
- Brunswick Housing Opportunities - Funded Agency Agreement FY22 - partially executed
- Coastal Horizons - Funded Agency FY22 - partially executed for Novus
- Hope Harbor Home, Inc.- Funded Agency Agreement FY22-partially executed for Novus
- The Family Emergency Teen Shelter, Inc. (Providence Home) FY22-partially executed

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NORTH CAROLINA

FUNDED AGENCY AGREEMENT

BRUNSWICK COUNTY

THIS FUNDED AGENCY 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") and Brunswick Family Assistance Agency, Inc., a not-for-profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

WHEREAS, the program as described herein addresses an important community human services need, as identified by the Brunswick County Board of Commissioners; and

WHEREAS, it is in the interests of the County that said program be assisted by the County and thereby enhance its availability to residents of the County.

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and Agency agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall be a program year which coincides with the County's fiscal year beginning on July 1 of the current fiscal year (the "Effective Date") and ending on June 30 of the current fiscal year.

2. **Non-Appropriation.** 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 Agency of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

3. **Scope of Services.**

   a. Agency will provide services, as outlined in the Scope of Services and any amendments or revisions thereto which are attached hereto as Exhibit "A" and incorporated herein by reference, to the residents of Brunswick County. The Scope of Services may be different from the original application based on County appropriation; however, any revisions or amendments to this Agreement must be approved in writing by the County and attached to this Agreement.

   b. The Agency shall be solely responsible for the means, methods, techniques, sequence, safety programs and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

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4. Funding.

a. The County agrees to appropriate for the provision of services described in Exhibit "A" and more particularly described in the Program Budget, the maximum sum of $152,000.

b. Payments are contingent upon receipt of the Agency's Outside Agency Performance Agreement attached hereto as Exhibit "B" and incorporated herein by reference as well as County's receipt of Progress Reports, as defined below. Progress Reports from the Agency must show satisfactory progress toward completion of performance measures and an accounting of expenditures as detailed in the attached Scope of Services, along with the Agency's request for reimbursement.

c. Once the Agency has satisfied its obligations as provided in Subsection b. of this Section, payment will be made within two (2) weeks after receipt of the Progress Report and request for reimbursement or within two (2) weeks after due date of the Progress Report, whichever is later.

d. The County is not obligated to provide any other support to Agency in the current or in succeeding fiscal years.

5. Agency Reporting.

a. Agency will provide County with Progress Reports that include a fiscal report and updates on Agency's performance measures as outlined in the Scope of Services. Progress Report dates are: July 1 – December 31; January 1 – March 31 and April 1 - June 30. Progress Reports are due on January 11, April 15, and July 8 of the program fiscal year.

b. Agency agrees to allow the County to inspect its financial books and records, which document costs of services, upon reasonable notice during normal working hours.

6. Termination.

a. In the event of any of the circumstances set forth below (hereinafter referred to as "Default"), the County may immediately terminate this Agreement, in whole or in part. Notice of termination must be in writing, state the reason or reasons for the termination and specify the effective date of termination:

    i. In the event that Agency shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to County residents during the term of this Agreement; or

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ii. In the event that Agency shall fail to render a satisfactory accounting as provided in Section 5 above, the County may terminate this Agreement and Agency shall return all payments already made to it by the County for services which have not been provided or for which no satisfactory accounting has been rendered; or

iii. In the event of any fraudulent representation by the Agency in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; or

iv. Nonperformance, incomplete service or performance or failure to satisfactorily perform any part of the work identified in the Scope of Services or to comply with any provision of this Agreement, as determined by the County in its sole discretion; or

v. Failure to adhere to the terms of applicable federal, state or local laws, regulations or stated public policy.

b. In the event of Default by the Agency, the County may elect to terminate this Agreement, in whole or in part, and/or require the Agency to repay the funds within ten (10) business days from written notice of such Default, provided the Agency has not cured the Default within thirty (30) days after receipt of written notice thereof from the County. This clause shall not be interpreted to limit the County's remedies at law or in equity.

c. Notwithstanding the foregoing, either party may terminate this Agreement at any time without penalty; provided that written notice of such termination is furnished to the other party at least sixty (60) days prior to termination. In the event of such termination, any payment due shall be prorated to the effective date of termination and any unused funds shall be returned to the County within ten (10) days of the effective date of termination.

d. Any termination of this Agreement for Default under this section that is later deemed to be unjustified shall be deemed a termination for convenience.

7. Agency Representations.

a. Agency must maintain its not-for-profit, tax-exempt status under the Internal Revenue Service Code Section 501(c)(3) of Title 26 and under applicable federal and state laws and will provide verification of same to County upon request;

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

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

d. Agency shall not violate any agreement with any third party by entering into or performing its obligations under this Agreement;

e. The services provided by Agency under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and

f. Agency acknowledges that if any specific licenses, certifications or related credentials are required to perform its obligations under this Agreement, it will ensure that such credentials remain current and active and not in a state of suspension or revocation.

8. **Insurance.** Agency 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 and any additional insurance as may be required by the County with limits acceptable to the County. All insurance policies (with the exception of Workers' Compensation and Professional Liability) shall be endorsed, specifically or generally, to include the County as an additional insured and as a certificate holder. Agency 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 the County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Agency 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.

9. **Workers' Compensation.** To the extent required by law, Agency 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 Agency is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Agency shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Agency's obligations under this Agreement.

   Agency agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

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

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

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

13. **Relationship of the Parties.** The parties agree that Agency 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. Agency represents that it has or will secure, at its own expense, all personnel required to perform the services under this Agreement. Agency 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.

14. **Compliance with all Laws.** The Agency, at its sole expense, shall comply with all laws, ordinances, orders and regulations of federal, state or local governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this Agreement.

15. **Subcontract.** The County and Agency deem the services provided under this Agreement to be personal in nature and Agency may not subcontract any rights or duties under this Agreement to any other party without prior written consent from the County.

16. **Assignment.** 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 shall be void. An assignee shall acquire no rights, and the County shall not recognize any assignment in violation of this provision.

17. **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)

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trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related to that agreement. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

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

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

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

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

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

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

18. Indemnification. Agency shall defend, indemnify and hold harmless the 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 the County or which the 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 Agency, its employees or agents. Agency further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. This Section shall survive any expiration or termination of this Agreement.

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19. Non-Discrimination. Agency agrees, as part of the consideration for the granting of funds by County, that for itself, its agents, officials, employees and servants, it will not discriminate in any manner on the basis of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Agency shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Agency is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by the County, and Agency may be declared ineligible for further County agreements.

20. Notices.

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

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

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

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

ii. <u>For the Agency</u>: Brunswick Family Assistance Agency, Inc.
P. O. Box 1551
Shallotte, NC 28459

21. 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.

22. **Governing Law.** 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.

23. **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 brining of any suit or action.

24. **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 provide by law with regard to any action based on this Agreement.

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

26. **Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties with respect to the subject matter herein and shall supersede, replace or nullify any and all prior agreements, negotiations, representations and proposals, written or oral.

[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 § 66-358.1 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: _____
Randy Thompson
Chairman, Board of Commissioners

[SEAL]

BRUNSWICK FAMILY ASSISTANCE AGENCY, INC.

By: Stephanie Bowen

Printed Name: Stephanie Bowen

Title: Executive Director

Date: 6/10/2021

"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 Work
Federal Tax Id. 56-1309961

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Brunswick Family Assistance Agency, Inc.

2. *If different* from Contract Administrator Information in General Contract:

Address SAME

Telephone Number: Fax Number: Email:

3. Name of Program (s): Fee for Service – See attached list

4. Status: ☐ Public X Private, Not for Profit ☐ Private, For Profit

5. Contractor's Financial Reporting Year 1/1 through 12/31

B. Explanation of Services to be provided and to whom (include SIS Service Code):
Fee for Service – Brunswick Family Assistance provides financial assistance to Brunswick County citizens with various services types of services to include direct financial assistance for utilities, rent and prescriptions. Brunswick Family Assistance also assists citizens with finding shelter and or transportation, as well as many other services requested by clients at Brunswick Family Assistance's discretion.

C. Rate per unit of Service (define the unit):

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)
N/A
2. Negotiated County Rate.

Brunswick Family Assistance will bill county $4.00 per individual service rendered to Brunswick County citizens regardless of the amount actually paid on behalf of each citizen. Total value of these services shall not exceed $150,000.00.

Homeless veteran transportation vouchers – Shall not exceed $2,000.00.

D. Number of units to be provided: Contract maximum $152,000 for all services and contributions.

E. Details of Billing process and Time Frames; Brunswick Family Assistance will invoice county for services rendered each month by the 3rd working day of the new month to be paid by the county within two weeks of receipt of the invoice. Brunswick Family Assistance will bill for services rendered until funding is exhausted. Invoice to include types of assistance and dollar amounts provided by Brunswick Family Assistance.

F. Area to be served/Delivery site(s): Brunswick County

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EXHIBIT "B"
OUTSIDE AGENCY PERFORMANCE AGREEMENT

Chief Contact, Administrators, Chief Executive Officer and Chief Financial Officer
I certify that I have provided a list of the chief contact, administrators, chief executive officer and chief financial officer for my agency with this Agreement and that I will keep it current for the County. The list should be in writing with the name, title, residential address; phone and email address and if possible, fax number.

Officers and Board of Directors
I certify that I have provided a current list of the Officers and Board of Directors with this Agreement and that we will continue to update the list as changes occur. The list should be in writing, with the name, physical address, mailing address and if possible, phone, fax and email address.

Budget Submission
I certify that I have provided a budget for the period to be covered by funding from the County, and that any substantive changes made to this budget have been in authorized in writing in advance by the County.

Annual Financial Review
I certify that I have provided a copy of the latest annual Financial Review for our Agency and the budget adopted by the Agency for the fiscal years encompassing this Agreement. If not, please explain on a separate sheet of paper.

Alignment with Organization's Mission
I certify that the programs and services for which this funding is requested align with the mission of the Agency.

Intended Purpose
I certify that the funds provided to the Agency under the terms of this Agreement will be used for a public purpose and shall only be used for the purposes intended and any money not used for those purposes will be promptly returned to the County.

Certified by: Stephanie Bowen Title: Executive Director Date: 6/10/2021
(Agency's Signature)

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NORTH CAROLINA

FUNDED AGENCY AGREEMENT

BRUNSWICK COUNTY

THIS FUNDED AGENCY 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") and Brunswick Housing Opportunities, Inc., a not-for-profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

WHEREAS, Agency provides affordable housing, foreclosure prevention, reverse mortgage, veteran housing, senior housing and other housing-related counseling and repair services to eligible Brunswick County residents pursuant to related grant and funding agreements (hereinafter referred to as the "Program"); and

WHEREAS, the Program addresses an important community human services need, as identified by the Brunswick County Board of Commissioners, and County has agreed to provide limited financial support to Agency in support of the Program.

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and Agency agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall coincide with the County's fiscal year beginning on July 1 of the current fiscal year (the "Effective Date") and ending on June 30 of the current fiscal year.

2. **Non-Appropriation.** 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 Agency of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

3. **Scope of Services.**

    a. Agency will provide services, as outlined in the Scope of Services and any amendments or revisions thereto, which are attached hereto as Exhibit "A" and incorporated herein by reference, to the residents of Brunswick County (hereinafter referred to as the "Services"). The Scope of Services may be different from the original application based on County appropriation; however, any revisions or amendments to this Agreement must be approved in writing by the County and attached to this Agreement.

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b. The Agency shall be solely responsible for the means, methods, techniques, sequence, safety programs and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

4. Funding.

a. County agrees to pay Agency for the Services satisfactorily performed in accordance with this Agreement, as more fully set forth on Exhibit "A." Unless otherwise specified, Agency shall submit monthly invoices and reports, including a Funding Allocation Report, to County, which shall include detail of all Services delivered or performed under the terms of this Agreement as well as any and all receipts for same. Invoices must contain an itemized description of all costs related to specific Services performed as well as a calculation of the County's proportionate share of costs associated with same.

b. County shall pay all undisputed and properly completed invoices within two (2) weeks 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 Agency, County shall inform Agency in writing of the disputed charges. Once the dispute has been resolved, Agency shall re-invoice County for the previously disputed charges, and, per any resolution between County and Agency, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Agency under this Agreement.

c. The County is not obligated to provide any other support to Agency in the current or in succeeding fiscal years.

5. Agency Records. Agency agrees to allow the County to inspect its financial books and records, which document costs of Services, upon reasonable notice during normal working hours.

6. Termination.

a. In the event of any of the circumstances set forth below (hereinafter referred to as "Default"), the County may immediately terminate this Agreement, in whole or in part. Notice of termination must be in writing, state the reason or reasons for the termination and specify the effective date of termination:

i. In the event that Agency shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to County residents during the term of this Agreement; or

ii. In the event that Agency shall fail to satisfy the reporting requirements in Section 4 and Exhibit "A"; or

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iii. In the event of any fraudulent representation by the Agency in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of Services under this Agreement; or

iv. Nonperformance, incomplete service or performance or failure to satisfactorily perform any part of the Services hereunder or to comply with any provision of this Agreement, as determined by the County in its sole discretion; or

v. Failure to adhere to the terms of applicable federal, state or local laws, regulations or stated public policy.

b. In the event of Default by Agency, County may elect to terminate this Agreement, in whole or in part, and/or require Agency to repay funds within ten (10) business days from written notice of such Default. The County may (but shall not be required to) grant Agency an opportunity to cure the Default without termination of this Agreement. This clause shall not be interpreted to limit County's remedies at law or in equity.

c. Notwithstanding the foregoing, either party may terminate this Agreement at any time without penalty; provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination. In the event of such termination, any payment due shall be prorated to the effective date of termination and any unused funds shall be returned to the County within ten (10) days of the effective date of termination.

d. Any termination of this Agreement for Default under this section that is later deemed to be unjustified shall be deemed a termination for convenience.

7. Agency Representations.

a. Agency must maintain its not-for-profit, tax-exempt status under the Internal Revenue Service Code Section 501(c)(3) of Title 26 and under applicable federal and state laws and will provide verification of same to County upon request;

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

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

d. Agency shall not violate any agreement with any third party by entering into or performing its obligations under this Agreement;

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e. The Services provided by Agency under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and

f. Agency acknowledges that if any specific licenses, certifications or related credentials are required to perform its obligations under this Agreement, it will ensure that such credentials remain current and active and not in a state of suspension or revocation.

8. **Insurance.** Agency 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 and any additional insurance as may be required by the County with limits acceptable to the County. All insurance policies (with the exception of Workers' Compensation and Professional Liability) shall be endorsed, specifically or generally, to include the County as an additional insured and as a certificate holder. Agency 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 the County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Agency 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.

9. **Workers' Compensation.** To the extent required by law, Agency 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 Agency is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Agency shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Agency's obligations under this Agreement.

   Agency agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

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

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

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

13. **Relationship of the Parties.** The parties agree that Agency 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. Agency represents that it has or will secure, at its own expense, all personnel required to perform the services under this Agreement. Agency 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 that the Internal Revenue Service should determine that the Agency is, according to IRS. guidelines, an employee subject to withholding and social security contributions, the parties acknowledge that all payments to the Agency are gross payments, and the Agency is responsible for all income taxes and social security payments thereon.

14. **Compliance with all Laws.** The Agency, at its sole expense, shall comply with all laws, ordinances, orders and regulations of federal, state or local governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this Agreement.

15. **Subcontract.** The County and Agency deem the services provided under this Agreement to be personal in nature and Agency may not subcontract any rights or duties under this Agreement to any other party without prior written consent from the County.

16. **Assignment.** 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 shall be void. An assignee shall acquire no rights, and the County shall not recognize any assignment in violation of this provision.

17. **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)

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trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related to that agreement. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

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

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

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

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

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

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

18. Indemnification. Agency shall defend, indemnify and hold harmless the 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 the County or which the 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 Agency, its employees or agents. Agency further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. This Section shall survive any expiration or termination of this Agreement.

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20. Notices.

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

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

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

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

ii. <u>For the Agency</u>:
Resea Willis, Executive Director
Brunswick Housing Opportunities, Inc.
P. O. Box 351
Bolivia, NC 28422

With a copy to:
David H. Harris, Jr., Registered Agent
Brunswick Housing Opportunities, Inc.
2530 Meridian Parkway, Suite 300
Durham, NC 27713

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21. **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.

22. **Governing Law.** 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.

23. **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 brining of any suit or action.

24. **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 provide by law with regard to any action based on this Agreement.

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

26. **Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties with respect to the subject matter herein and shall supersede, replace or nullify any and all prior agreements, negotiations, representations and proposals, written or oral.

[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 § 66-358.1 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:

BRUNSWICK COUNTY

_____
Clerk to the Board

By: _____
Randy Thompson
Chairman

[SEAL]

BRUNSWICK HOUSING OPPORTUNITIES, INC.

By: Resea Willis

Printed Name: Resea Willis

Title: Executive Director

Date: 6/10/2021

"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"

Funding and Scope of Services

1. For Services rendered by Agency in connection with this Agreement, Agency will submit invoices and reports to the County on a monthly basis. Invoices must contain a description of Services as outlined in the Services Description that follows. Payment will not exceed a total of fifty thousand dollars ($50,000.00) annually and will be allocated as follows:

    a. County shall provide assistance with overhead for liability insurance, rent and utilities related to the Housing Counseling and Housing Preservation programs based on the HUD percentages allocated to those programs on a monthly basis of one thousand two-hundred and fifty dollars ($1,250.00) per month and up to an annual maximum of fifteen thousand dollars ($15,000.00). The liability insurance is approximately four thousand seven hundred dollars ($4,700.00) annually and rent and utilities are estimated at one thousand five hundred dollars ($1,500.00) per month. In no event shall County's assistance under this Section a. exceed fifteen thousand dollars ($15,000.00) annually.

    b. Affordable housing, foreclosure prevention, reverse mortgage, veteran housing, senior housing and other housing-related counseling services to Brunswick County residents at a rate of one hundred and thirty-five dollars ($135.00) per unique clients served up to an annual maximum of ten thousand dollars ($10,000.00).

    c. Housing repair services to eligible Brunswick County residents with a reimbursement for expenses related to the materials used in conjunction with such repairs up to an annual maximum of twenty-five thousand dollars ($25,000.00).

2. County shall consider assisting with grant matches on a case-by-case basis with the stipulation that grant applications shall first be submitted to the County for review at the time of application.

3. Agency shall assist County to the best of its ability with survey and data collection and any other additional County needs as requested.

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Services Description

Brunswick Housing Opportunities, Inc. (”Agency”) became a 501(c)3 nonprofit in 2008 and HUD Approved Housing Counseling Agency since 2010. Agency’s mission is:

Connecting people, preparation, and resources, with opportunities to achieve Individual housing and economic security to build vibrant communities.

Agency’s role in providing housing services to very low and low income residents in Brunswick County is that of a trusted advisor, educating the public seeking affordable housing on the process, options, and resources available to assist them. Agency services reduce the home repair waiting list while meeting the goal of assisting very low income elderly residents who would otherwise be on a waiting list with no hope of receiving assistance. Agency also works to train clients that do receive repairs how to maintain their home moving forward, thereby reducing the need for future repair services. The partnership with Brunswick Family Assistance, Brunswick County Homeless Coalition and other nonprofits allows us to prevent duplication of services when offering housing options. The case services manager bridges the gap between the resident, available services and resources to achieve their goal. A housing case services manager will advise the client/customer on the best options available for resources, programs, and services for housing sustainability according to their individual situation. Each client/customer must play an active role in the process towards the stated housing goal. A housing case services manager may not make any decision or conduct work in this process on behalf of the client/customer without their prior consent.

Agency will complete the following tasks with each client/customer served by the Agency, and/or referred by the County:

- Educate client regarding housing services, programs, and resources available.
- Collect information and data relevant to complete requirements for programs and services, for Agency and its collaborative partners.
- Provide follow up case management to assist client in achieving their housing goal and ensure program/project compliance and close out.
- Housing rehabilitation materials and supplies when needed.
- Agency will complete Invoices and monthly reports including the following:

Agency will submit reports, receipts and invoices to County for services rendered by the 10th of each month to be paid by the County within two (2) weeks of receipt. Agency will bill for Services until the funds of the budgeted amount are exhausted.

Client ID	Date Service Provided	Type of Service	Result	Total Hours

Agency will include a Funding Allocation Report with monthly invoices as indicated below.

Service Provide	Hours	Rate	Total	AG-NCHFA	HUD	Bruns County	ZSRF CDBG	Donation	Other Source	Total

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NORTH CAROLINA

FUNDED AGENCY AGREEMENT

BRUNSWICK COUNTY

THIS FUNDED AGENCY 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") and Coastal Horizons Center, Inc., a not-for-profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

WHEREAS, the program as described herein addresses an important community human services need, as identified by the Brunswick County Board of Commissioners; and

WHEREAS, it is in the interests of the County that said program be assisted by the County and thereby enhance its availability to residents of the County.

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and Agency agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall be a program year which coincides with the County's fiscal year beginning on July 1 of the current fiscal year (the "Effective Date") and ending on June 30 of the current fiscal year.

2. **Non-Appropriation.** 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 Agency of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

3. **Scope of Services.**

   a. Agency will provide services, as outlined in the Scope of Services and any amendments or revisions thereto which are attached hereto as Exhibit "A" and incorporated herein by reference, to the residents of Brunswick County. The Scope of Services may be different from the original application based on County appropriation; however, any revisions or amendments to this Agreement must be approved in writing by the County and attached to this Agreement.

   b. The Agency shall be solely responsible for the means, methods, techniques, sequence, safety programs and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

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4. Funding.

a. The County agrees to appropriate for the provision of services described in Exhibit "A" and more particularly described in the Program Budget, the maximum sum of $35,000.00.

b. Payments are contingent upon receipt of the Agency's Outside Agency Performance Agreement attached hereto as Exhibit "B" and incorporated herein by reference as well as County's receipt of Progress Reports, as defined below. Progress Reports from the Agency must show satisfactory progress toward completion of performance measures and an accounting of expenditures as detailed in the attached Scope of Services, along with the Agency's request for reimbursement.

c. Once the Agency has satisfied its obligations as provided in Subsection b. of this Section, payment will be made thirty (30) days after receipt of the Progress Report and request for reimbursement or thirty (30) days after due date of the Progress Report, whichever is later.

d. The County is not obligated to provide any other support to Agency in the current or in succeeding fiscal years.

5. Agency Reporting.

a. Agency will provide County with Progress Reports that include a fiscal report and updates on Agency's performance measures as outlined in the Scope of Services. Progress Report dates are: July 1 – December 31; January 1 – March 31 and April 1 - June 30. Progress Reports are due on January 11, April 15, and July 8 of the program fiscal year.

b. Agency agrees to allow the County to inspect its financial books and records, which document costs of services, upon reasonable notice during normal working hours.

6. Termination.

a. In the event of any of the circumstances set forth below (hereinafter referred to as "Default"), the County may immediately terminate this Agreement, in whole or in part. Notice of termination must be in writing, state the reason or reasons for the termination and specify the effective date of termination:

    i. In the event that Agency shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to County residents during the term of this Agreement; or

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ii. In the event that Agency shall fail to render a satisfactory accounting as provided in Section 5 above, the County may terminate this Agreement and Agency shall return all payments already made to it by the County for services which have not been provided or for which no satisfactory accounting has been rendered; or

iii. In the event of any fraudulent representation by the Agency in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; or

iv. Nonperformance, incomplete service or performance or failure to satisfactorily perform any part of the work identified in the Scope of Services or to comply with any provision of this Agreement, as determined by the County in its sole discretion; or

v. Failure to adhere to the terms of applicable federal, state or local laws, regulations or stated public policy.

b. In the event of Default by the Agency, the County may elect to terminate this Agreement, in whole or in part, and/or require the Agency to repay the funds within ten (10) business days from written notice of such Default. The County may (but shall not be required to) grant the Agency an opportunity to cure the Default without termination of this Agreement. This clause shall not be interpreted to limit the County's remedies at law or in equity.

c. Notwithstanding the foregoing, either party may terminate this Agreement at any time without penalty; provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination. In the event of such termination, any payment due shall be prorated to the effective date of termination and any unused funds shall be returned to the County within ten (10) days of the effective date of termination.

d. Any termination of this Agreement for Default under this section that is later deemed to be unjustified shall be deemed a termination for convenience.

7. Agency Representations.

a. Agency must maintain its not-for-profit, tax-exempt status under the Internal Revenue Service Code Section 501(c)(3) of Title 26 and under applicable federal and state laws and will provide verification of same to County upon request;

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

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

d. Agency shall not violate any agreement with any third party by entering into or performing its obligations under this Agreement;

e. The services provided by Agency under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and

f. Agency acknowledges that if any specific licenses, certifications or related credentials are required to perform its obligations under this Agreement, it will ensure that such credentials remain current and active and not in a state of suspension or revocation.

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

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

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

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

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

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615 Shipyard Boulevard
Wilmington, NC 28412

21. 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

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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.

22. **Governing Law.** 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.

23. **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 brining of any suit or action.

24. **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 provide by law with regard to any action based on this Agreement.

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

26. **Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties with respect to the subject matter herein and shall supersede, replace or nullify any and all prior agreements, negotiations, representations and proposals, written or oral.

[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 § 66-358.1 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: _____
Randy Thompson
Chairman

[SEAL]

COASTAL HORIZONS CENTER, INC.

By: Jeremy Seamon

Printed Name: Jeremy Seamon

Title: Program Director

Date: 5/26/2021

"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"
PROGRAM/SCOPE OF SERVICES

Federal Tax Id. 56-0950370

A. AGENCY INFORMATION

1. Agency Name: Coastal Horizons Center, Inc.

2. *If different* from Contract Administrator Information in General Contract:

Address Same

Telephone Number: 910-754-4515 Fax Number: Email:

3. Name of Program (s): See Services and Fees set forth below.

4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit

5. Agency's Financial Reporting Year 7/1 through 6/30

B. Explanation of Services and the Fee Per Unit or Fee Per Unit Lot for such Services is set forth below:

SERVICE	FEE PER UNIT	FEE PER UNIT LOT
Individual Mental Health Counseling-Adult	$77.00 per individual session	$6,960 ($696.00 for 12 sessions for 10 clients)
Individual Substance Abuse Counseling-Adult	$77.00 per individual session	$6,960 ($696.00 for 12 sessions for 10 clients)
Group Counseling (MH or SA)	$25.00 per session	$10,000 (12 months of participation for 10 clients)
Substance Abuse Intensive Out-Patient-Adult (3 hours a day, 3 days a week)	$174.00 per day	$16,000 for 10 clients ($1,600 per client for 10 clients)
Trauma Treatment (Adults and Children)	$77.00 per individual session	$6,960 ($696.00 for 12 sessions for 10 clients)
Anger Management (10-week group)	$250.00	$2,000 (10 clients through the 10-week program)
Urine Drug Screens	$30.00 per test	$30.00 per test for fiscal year 2019-2020

D. Number of units to be provided: Contract Maximum $35,000.00 for any and all Services billed.

E. Details of Billing process and Time Frames: Agency will submit a monthly detailed reimbursement request for the Services rendered the previous month by the 10th of each month and upon approval by the County, Agency will receive payment within thirty (30) days. Monthly payment shall be made based on the fee for Services agreed upon by both parties.

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F. Area to be served/Delivery site(s): Brunswick County

G. Agency shall assist County to the best of its ability with data and survey collection as well as other assistance to the County.

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EXHIBIT "B"
OUTSIDE AGENCY PERFORMANCE AGREEMENT

Chief Contact, Administrators, Chief Executive Officer and Chief Financial Officer
I certify that I have provided a list of the chief contact, administrators, chief executive officer and chief financial officer for my agency with this Agreement and that I will keep it current for the County. The list should be in writing with the name, title, residential address; phone and email address and if possible, fax number.

Officers and Board of Directors
I certify that I have provided a current list of the Officers and Board of Directors with this Agreement and that we will continue to update the list as changes occur. The list should be in writing, with the name, physical address, mailing address and if possible, phone, fax and email address.

Budget Submission
I certify that I have provided a budget for the period to be covered by funding from the County, and that any substantive changes made to this budget have been in authorized in writing in advance by the County.

Annual Financial Review
I certify that I have provided a copy of the latest annual Financial Review for our Agency and the budget adopted by the Agency for the fiscal years encompassing this Agreement. If not, please explain on a separate sheet of paper.

Alignment with Organization's Mission
I certify that the programs and services for which this funding is requested align with the mission of the Agency.

Intended Purpose
I certify that the funds provided to the Agency under the terms of this Agreement will be used for a public purpose and shall only be used for the purposes intended and any money not used for those purposes will be promptly returned to the County.

Certified by: Jeremy Seamon Title: Brunswick Program Director Date: 5/26/2021
(Agency's Signature)

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NORTH CAROLINA

FUNDED AGENCY AGREEMENT

BRUNSWICK COUNTY

THIS FUNDED AGENCY 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") and Hope Harbor Home, Inc., a not-for-profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

WHEREAS, the program as described herein addresses an important community human services need, as identified by the Brunswick County Board of Commissioners; and

WHEREAS, it is in the interests of the County that said program be assisted by the County and thereby enhance its availability to residents of the County.

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and Agency agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall be a program year which coincides with the County's fiscal year beginning on July 1 of the current fiscal year (the "Effective Date") and ending on June 30 of the current fiscal year.

2. **Non-Appropriation.** 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 Agency of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

3. **Scope of Services.**

   a. Agency will provide services, as outlined in the Scope of Services and any amendments or revisions thereto which are attached hereto as Exhibit "A" and incorporated herein by reference, to the residents of Brunswick County. The Scope of Services may be different from the original application based on County appropriation; however, any revisions or amendments to this Agreement must be approved in writing by the County and attached to this Agreement.

   b. The Agency shall be solely responsible for the means, methods, techniques, sequence, safety programs and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

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4. Funding.

a. The County agrees to appropriate for the provision of services described in Exhibit "A" and more particularly described in the Program Budget, the maximum sum of $90,000.00.

b. All funds appropriated shall be used solely for the purposes described in Exhibit "A." Any funds not used for the purposes stated shall be promptly returned to the County. Any changes in the use of funds must be authorized in writing by the County prior to any expenditure of the funds by the Agency. If the funds are expended not in accordance with the Scope of Services, at the discretion of the County, the Agency may be required to repay the funds to the County.

c. The Agency shall be paid quarterly, in four equal installments, in the amount of $22,500.00. The first payment is contingent upon receipt of the Agency's Outside Agency Performance Agreement attached hereto as Exhibit "B" and incorporated herein by reference.

d. The County's obligation to make the remaining quarterly payments is contingent upon receipt of Progress Reports, as defined below, from the Agency, which show satisfactory progress toward completion of performance measures and an accounting of expenditures as detailed in the attached Scope of Services, along with the Agency's request for reimbursement.

e. Once the Agency has satisfied its obligations as provided in Subsection d. of this Section, payment will be made twenty-one (21) days after receipt of the Progress Report and request for reimbursement or twenty-one (21) days after due date of the Progress Report, whichever is later.

f. The County is not obligated to provide any other support to Agency in the current or in succeeding fiscal years.

5. Agency Reporting.

a. Agency will provide County with Progress Reports that include a fiscal report and updates on Agency's performance measures as outlined in the Scope of Services. Progress Report dates are: July 1 – December 31; January 1 – March 31 and April 1 - June 30. Progress Reports are due on January 11, April 15, and July 8 of the program fiscal year.

b. Agency agrees to allow the County to inspect its financial books and records, which document costs of services, upon reasonable notice during normal working hours.

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6. Termination.

a. In the event of any of the circumstances set forth below (hereinafter referred to as "Default"), the County may immediately terminate this Agreement, in whole or in part. Notice of termination must be in writing, state the reason or reasons for the termination and specify the effective date of termination:

i. In the event that Agency shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to County residents during the term of this Agreement; or

ii. In the event that Agency shall fail to render a satisfactory accounting as provided in Section 5 above, the County may terminate this Agreement and Agency shall return all payments already made to it by the County for services which have not been provided or for which no satisfactory accounting has been rendered; or

iii. In the event of any fraudulent representation by the Agency in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; or

iv. Nonperformance, incomplete service or performance or failure to satisfactorily perform any part of the work identified in the Scope of Services or to comply with any provision of this Agreement, as determined by the County in its sole discretion; or

v. Failure to adhere to the terms of applicable federal, state or local laws, regulations or stated public policy.

b. In the event of Default by the Agency, the County may elect to terminate this Agreement, in whole or in part, and/or require the Agency to repay the funds within ten (10) business days from written notice of such Default. The County may (but shall not be required to) grant the Agency an opportunity to cure the Default without termination of this Agreement. This clause shall not be interpreted to limit the County's remedies at law or in equity.

c. Notwithstanding the foregoing, either party may terminate this Agreement at any time without penalty; provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination. In the event of such termination, any payment due shall be prorated to the effective date of termination and any unused funds shall be returned to the County within ten (10) days of the effective date of termination.

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d. Any termination of this Agreement for Default under this section that is later deemed to be unjustified shall be deemed a termination for convenience.

7. Agency Representations.

a. Agency must maintain its not-for-profit, tax-exempt status under the Internal Revenue Service Code Section 501(c)(3) of Title 26 and under applicable federal and state laws and will provide verification of same to County upon request;

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

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

d. Agency shall not violate any agreement with any third party by entering into or performing its obligations under this Agreement;

e. The services provided by Agency under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and

f. Agency acknowledges that if any specific licenses, certifications or related credentials are required to perform its obligations under this Agreement, it will ensure that such credentials remain current and active and not in a state of suspension or revocation.

8. Insurance. Agency 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 and any additional insurance as may be required by the County with limits acceptable to the County. All insurance policies (with the exception of Workers' Compensation and Professional Liability) shall be endorsed, specifically or generally, to include the County as an additional insured and as a certificate holder. Agency 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 the County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Agency shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

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9. **Workers' Compensation.** To the extent required by law, Agency 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 Agency is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Agency shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Agency's obligations under this Agreement.

   Agency agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

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

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

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

13. **Relationship of the Parties.** The parties agree that Agency 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. Agency represents that it has or will secure, at its own expense, all personnel required to perform the services under this Agreement. Agency 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.

14. **Compliance with all Laws.** The Agency, at its sole expense, shall comply with all laws, ordinances, orders and regulations of federal, state or local governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this Agreement.

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15. **Subcontract.** The County and Agency deem the services provided under this Agreement to be personal in nature and Agency may not subcontract any rights or duties under this Agreement to any other party without prior written consent from the County.

16. **Assignment.** 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 shall be void. An assignee shall acquire no rights, and the County shall not recognize any assignment in violation of this provision.

17. **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 to that agreement. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

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

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

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

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

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

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

18. Indemnification. Agency shall defend, indemnify and hold harmless the 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 the County or which the 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 Agency, its employees or agents. Agency further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. This Section shall survive any expiration or termination of this Agreement.

19. Non-Discrimination. Agency agrees, as part of the consideration for the granting of funds by County, that for itself, its agents, officials, employees and servants, it will not discriminate in any manner on the basis of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Agency shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Agency is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by the County, and Agency may be declared ineligible for further County agreements.

20. Notices.

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

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

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

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

ii. For the Agency: Hope Harbor Home, Inc.
P.O. Box 230
Supply, NC 28462

21. **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.

22. **Governing Law.** 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.

23. **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 brining of any suit or action.

24. **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 provide by law with regard to any action based on this Agreement.

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26. **Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties with respect to the subject matter herein and shall supersede, replace or nullify any and all prior agreements, negotiations, representations and proposals, written or oral.

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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 § 66-358.1 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:

BRUNSWICK COUNTY

_____
Clerk to the Board

By: _____
Randy Thompson
Chairman

[SEAL]

HOPE HARBOR HOME, INC.

By: Karmen C. Smith

Printed Name: Karmen C. Smith

Title: Executive Director

Date: 5/24/2021

"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, Asst. County Attorney

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EXHIBIT "A"
PROGRAM/SCOPE OF SERVICES

Federal Tax Id. 56-1541947

Hope Harbor Home, Inc., a private nonprofit organization, has, for more than 27 years, provided around-the-clock shelter and other essential services to support the health and welfare of individuals who are victims of the crime of domestic violence as well as those victims' children who have been exposed to domestic violence. The Agency's formal mission is to strive "to break the cycle of domestic and sexual violence in Brunswick County, N.C., with safe shelter, advocacy and education."

It is in the interest of Brunswick County to support Hope Harbor Home, Inc.'s mission for Brunswick County residents. Brunswick County has committed budget funds to this purpose annually for more than 20 years.

Brunswick County will provide monetary support for lodging and meals of Hope Harbor Home residential clients based on the following formula agreed upon by the parties:

- $7,500 per month to assist with lodging and meals for Brunswick County residents and their families.

Brunswick County's obligation to provide monetary support for lodging and meals of Hope Harbor Home residents in Brunswick County will not exceed $90,000.00 under this Agreement.

PERFORMANCE STANDARDS

The Agency agrees to:

• Collaborate with all agencies and departments of Brunswick County Government to ensure safety, health and welfare of domestic violence victims and their children and to avoid duplication of services with these agencies and departments.

• Operate in accordance with limitations on disclosure of confidential or private information.

• Develop and implement policies to reduce or eliminate family violence, domestic violence and dating violence in Brunswick County, and to make these policies available to Brunswick County.

• Ensure that no person shall on the grounds of sex, religion, age, disability, race, color, national origin or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under this Agreement. Nothing shall require any such program or activity to include any individual in any program or activity without taking into consideration that individual's gender in those certain instances where gender is a bona fide occupational

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qualification or programmatic factor reasonably necessary to the normal or safe operation of that particular program or activity.

• Ensure that no income eligibility standards be imposed upon individuals with respect to eligibility for assistance or services supported with funds appropriated to carry out this Agreement. No fees may be levied for assistance or services provided with funds to carry out this Agreement.

• Protect the confidentiality and privacy of adult, youth and child victims of family violence, domestic violence or dating violence, and their families in order to ensure the safety of such victims. Agency shall not disclose any personally identifying information without informed, written, reasonably time-limited consent by the person about whom information is sought.

• Maintain the confidentiality of the address or location of the shelter facilities assisted under this Agreement. The location of shelter facilities shall, except with written authorization of the persons or persons responsible for the operation of such shelter, not be made public.

• Ensure that no funds provided under this Agreement are used as direct payment to any victim of family violence, domestic violence or dating violence, or to any dependent of such victim.

• Agency shall assist the County to the best of its ability with data and survey collection and other issues as requested.

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EXHIBIT "B"
OUTSIDE AGENCY PERFORMANCE AGREEMENT

Chief Contact, Administrators, Chief Executive Officer and Chief Financial Officer
I certify that I have provided a list of the chief contact, administrators, chief executive officer and chief financial officer for my agency with this Agreement and that I will keep it current for the County. The list should be in writing with the name, title, residential address; phone and email address and if possible, fax number.

Officers and Board of Directors
I certify that I have provided a current list of the Officers and Board of Directors with this Agreement and that we will continue to update the list as changes occur. The list should be in writing, with the name, physical address, mailing address and if possible, phone, fax and email address.

Budget Submission
I certify that I have provided a budget for the period to be covered by funding from the County, and that any substantive changes made to this budget have been in authorized in writing in advance by the County.

Annual Financial Review
I certify that I have provided a copy of the latest annual Financial Review for our Agency and the budget adopted by the Agency for the fiscal years encompassing this Agreement. If not, please explain on a separate sheet of paper.

Alignment with Organization's Mission
I certify that the programs and services for which this funding is requested align with the mission of the Agency.

Intended Purpose
I certify that the funds provided to the Agency under the terms of this Agreement will be used for a public purpose and shall only be used for the purposes intended and any money not used for those purposes will be promptly returned to the County.

Certified by: Karmen C. Smith Title: Executive Director Date: 5/24/2021
(Agency's Signature)

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NORTH CAROLINA

SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and The Family Emergency Teen Shelter, Inc. d/b/a Providence Home, (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 07/01/2021 (the "Effective Date") and continues in effect until 06/30/2022, 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 Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

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

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

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

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

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

e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;

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

g. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);

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

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

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

7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

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9. NON-EXCLUSIVITY

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

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

11. DEBARMENT

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

12. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

13. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

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14. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

15. REMEDIES

a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

   i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

   ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court

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of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

16. TAXES

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

17. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

18. NON-DISCRIMINATION IN EMPLOYMENT

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

19. COMPLIANCE WITH E-VERIFY PROGRAM

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

20. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future

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information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

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

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

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

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

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

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

21. OWNERSHIP OF WORK PRODUCT

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

22. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent

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of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

23. GOVERNING LAW AND VENUE

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

24. DISPUTE RESOLUTION

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

25. GOVERNMENTAL IMMUNITY

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

26. NON-WAIVER

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

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

28. HEADINGS

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

29. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as

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the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

30. AMENDMENTS

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

31. NOTICES

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

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

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

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

ii. <u>For the Provider</u>: The Family Emergency Teen Shelter, Inc.
d/b/a Providence Home
5310 Dosher Cutoff SE
Southport, NC 28461

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32. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 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:

BRUNSWICK COUNTY

_____
Clerk to the Board

By: _____
Randy Thompson
Chairman

[SEAL]

THE FAMILY EMERGENCY TEEN SHELTER, INC.

By: Warren Mortley

Printed Name: Warren Mortley

Title: Executive Director

Date: 5/28/2021

"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, Asst. County Attorney

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Exhibit A – Scope of Work Federal Tax Id. 56-1939867

Provider is Brunswick County's only shelter for youth, ages 10-17, who due to an emergency or crisis situation, cannot remain with their families. Established in 1997, Provider is a private nonprofit organization, licensed as a six-bed, non-therapeutic facility by the State of North Carolina Department of Health and Human Services.

Provider provides Brunswick County's children with a safe location, twenty-four (24) hour adult supervision and care and professional guidance with the expertise of a nationally certified counselor on staff.

Provider accepts referrals from the Brunswick County Department of Social Services, Law Enforcement agencies and parents. There are no fees charged for any services. Brunswick County government has traditionally committed budget funds each year to ensure that that Provider continues to provide its unduplicated service to residents and youth serving agencies.

Provider's formal mission is to provide "short-term and safe shelter to Brunswick County youth who, due to an emergency, high-risk or crisis situation, cannot remain with their families."

Brunswick County will provide monetary support each month to Provider for up to six (6) residents based on the following formula agreed upon by the Parties:

- $2,916.67 per month to assist with shelter, care and counseling services for the residents and their families.

Brunswick County's obligation to provide monetary support for shelter care and counseling services and meals of Provider's residents will be for Fiscal year 2021- 2022 and will not exceed a total of $35,000.00.

PERFORMANCE STANDARDS

Provider agrees to:

• Collaborate with all agencies and departments of Brunswick County Government to ensure safety, health and welfare of children at Provider's location.

• Operate in accordance with limitations on disclosure of confidential or private information.

• Develop and implement policies to reduce or eliminate abuse, neglect and dependency in Brunswick County, and to make these policies available to the contract administrator for Brunswick County.

• Ensure that no person shall on the grounds of sex, religion, age, disability, race, color, national origin or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under this contract. Nothing shall require

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any such program or activity to include any individual in any program or activity without taking into consideration that individual's gender in those certain instances where gender is a bona fide occupational qualification or programmatic factor reasonably necessary to the normal or safe operation of that particular program or activity.

• Ensure that no income eligibility standards be imposed upon individuals with respect to eligibility for assistance or services supported with funds appropriated to carry out this contract. No fees may be levied for assistance or services provided with funds to carry out this contract.

• Protect the confidentiality and privacy of adult, youth and child victims of family violence, domestic violence or dating violence, and their families in order to ensure the safety of such victims. The Provider shall not disclose any personally identifying information without informed, written, reasonably time-limited consent by the person about whom information is sought.

• Maintain the confidentiality of the address or location of the shelter facilities assisted under this contract. The location of shelter facilities shall, except with written authorization of the persons or persons responsible for the operation of such shelter, not be made public.

• Ensure that no funds provided under this contract are used as direct payment to any victim of family violence, domestic violence or dating violence, or to any dependent of such victim.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # V. - 15.

From:
David Stanley, Deputy County Manager

Health and Human Services - Social Services - Wortman Law Firm Contract FY21-22

Issue/Action Requested:
Request that the Board of Commissioners approve the FY 21-22 contract for Wortman Law Firm, PLLC.

Background/Purpose of Request:
This contract is created to provide legal representation and support to Social Services in the areas of Child Protective Services, Foster Care, Adult Protective Services, Child Support Enforcement, and Guardianship. The maximum annual value of this renewal contract is $80,000.

Staff recommends approval of the contract.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the FY 22 budget

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the FY 21-22 contract for Wortman Law Firm, PLLC.

ATTACHMENTS:

Description

- General Contract - Wortman FY22

Fiscal Year Begins 7/1/21 Ends 6/30/22

This contract is hereby entered into by and between the Brunswick County Department of Social Services (the "County") and Wortman Law Firm, PLLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number 38-3772315

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
   (5) Conflict of Interest (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) HIPAA Business Associate Addendum (checklist and forms)
   (8) State Certification (Attachment M)
   (9) Certification regarding nondiscrimination, clean air act & clean water act (Attachment N)
   (10) Contract Determination Questionnaire (required)

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

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

3. **Effective Period:** This contract shall be effective on 7/1/21 and shall terminate on 6/30/22,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $80,000.00.

   X a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $80,000.00.

6. **Reversion of Funds**:
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
   Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

   Payment shall be made in accordance with the Contract Documents as described in the Scope of Work,

Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Laurie Britt, Business Officer	Name & Title	Laurie Britt, Business Officer
County	Brunswick County	County	Brunswick County
Address	PO Box 219	Address	60 Government Center Drive
City, State, Zip	Bolivia, NC 28422	City, State, Zip	Bolivia, NC 28422
Telephone	910-253-2092		
Fax	910-253-2249		
Email	laurie.britt@brunswickcountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Rachel Purvis Stanley, Attorney	Name & Title	SAME
Company Name	Wortman Law Firm, PLLC	Company Name	
Mailing Address	632 Village Road, Suite 3	Street Address	
City State Zip	Shallotte, NC 28470	City State Zip	
Telephone	910-755-7252		
Fax	910-755-7291		
Email	rachelpurvis@wortmanlaw.com		

9. **Supplementation of Expenditure of Public Funds:**
The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

10. **Disbursements:**
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

11. **Outsourcing to Other Countries:**
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

12. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

13. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

14. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

APPROVED AS TO FORM

County Attorney/Assist. County Attorney — Date

FINANCE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
Line #: 145310-419200

Signature of County Finance Officer — Date

COUNTY

Signature — Date

Printed Name: — Title

CONTRACTOR

Rachel Stanley — 6/17/21
Signature — Date

Rachel Stanley — A Horney
Printed Name** — Title

****Please note contractor signature MUST be notarized.**

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: 2/23/26

DAVID LEE WORTMAN Notary Public New Hanover County NORTH CAROLINA

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # V. - 16.

From: Register of Deeds - RecordingPro Contract Extension

Brenda M. Clemmons, Register of Deeds

Issue/Action Requested:

Request that the Board of Commissioners enter into an agreement extension with RecordingPro for recording system and internet document based access system and give authority to the County Manager to sign the contract.

Background/Purpose of Request:

The Register of Deeds currently has an agreement with RecordingPro in place and this extension would continue the existing agreement for a monthly service payment of $11,600 and continuing until June 30, 2026.

Fiscal Impact:

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

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners enter into an agreement extension with RecordingPro for recording system and internet document based access system and give authority to the County Manager to sign the contract.

ATTACHMENTS:

Description

- RecordingPro Contract Extension 2021-2026

RecordingPRO® Contract Extension

This agreement renews and extends the contracts for the RecordingPRO® Register of Deeds software suite and other equipment and services as defined below.

The State of North Carolina, County of New Hanover. This agreement dated June 21, 2021 (agreement acceptance date), is made between Internet Technologies, INC., of 330 Shipyard Blvd., Wilmington, NC 28412, herein know as INTTEK, and: Brunswick County Register of Deeds located at: 75 Courthouse Dr. Bolivia, NC 28422, herein know as CUSTOMER.

This agreement is an extension of the previous agreements between INTTEK and CUSTOMER for providing the "RecordingPRO" Recording system, "WebROD" Internet based Register of Deeds document access system, Video camera system, Internet access, high-performance printing system, and support and service as defined in Appendix A. This extension to the original agreements shall be in effect from the above acceptance date, continuing through the period from July 01, 2021 until June 30, 2026.

DURING THE TERM OF THE AGREEMENT INTTEK WILL PROVIDE CUSTOMER WITH THE FOLLOWING

(1) Lease of equipment and software for the "RecordingPRO" and "WebROD" systems.

(2) Maintenance of all hardware and software that has been installed with this agreement - as well as maintenance of the hardware and software that was installed by INTTEK for CUSTOMER during the original agreement.

(3) Backup Internet Access provided through INTTEK, to allow outside access to the appropriate aspects of the WebROD system as defined in the original agreement.

LIMITATION OF LIABILITY

INTTEK shall not be liable for any liability, damage, claim, expense, or loss due to or related to this Agreement or the provision of the Service or equipment, however caused, whether grounded in contract, tort (including negligence) or theory of strict liability. The Parties agree to work in good faith to implement the purposes of this Agreement, but recognize that the services to be provided by INTTEK could not be made available under these terms or similar terms without substantial increase in cost if the Parties were to assume a greater degree of liability to each other.

PAYMENT FOR EQUIPMENT LEASE AND SERVICES

In exchange for the herein defined Equipment Lease and Services, CUSTOMER agrees to pay monthly service payments as defined below:

A monthly service payment of $11,600.00 beginning July 01, 2021 and continuing for 60 months until June 30, 2026 will be billed.

This service payment covers the following:
The lease and maintenance of all aspects defined in the previous agreement and this new agreement.

Backup Internet Access to allow appropriate aspects of the WebROD system to be accessed via the Internet.

Payment for the monthly service charge is due on the first (1st) of each month of the sixty (60) month term and is considered past due on the tenth (10th) day after the beginning of each respective month.

MAINTENANCE AND SERVICE CHARGE ADJUSTMENTS:

Beginning at the start of the sixty month term of the service agreement, INTTEK will provide maintenance and support as defined in the original agreement.

If there is failure due to INTTEK's equipment or software (exception in the case of fire, flood, or other act of God as defined in the original agreement, and this failure results in the disruption of the CUSTOMER's service, the following billing adjustments will be made.

CUSTOMER will not be required to pay the monthly service charge until CUSTOMERS service is restored to normal operation. Upon restoration to normal function, CUSTOMER will pay the Months service charge as defined above.

STATEMENT OF INSURANCE COVERAGE:
At its own expense, CUSTOMER shall provide and maintain the following insurance: (a) insurance against the loss or theft of or damage to the Equipment for the greater of the Stipulated Loss Value (equivalent to the setup charge defined above) or full replacement value thereof, naming CUSTOMER as a loss payee; and (b) public liability and third party property damage insurance, naming CUSTOMER as an additional insured.

TAXES
INTTEK shall be responsible for payment of all Sales taxes related to hardware and applicable software detailed within this agreement.

PERSONAL PROPERTY; LIENS AND ENCUMBRANCES; TITLE
The Equipment defined in this agreement shall at all times remain personal property, notwithstanding that the Equipment, or any part thereof, may be (or becomes) affixed or attached to real property or any improvements thereon. Except for the interest of INTTEK, CUSTOMER shall keep the Equipment free and clear of all levies, liens and encumbrances of any nature whatsoever. Except as expressly set forth in this Agreement, the Equipment shall at all times remain the property of INTTEK and CUSTOMER shall have no right, title or interest therein.

TERMINATION OF AGREEMENT:
WITH THE TWO EXCEPTIONS BELOW, THIS AGREEMENT SHALL BE A NON-CANCELABLE NET LEASE, AND LESSEE AGREES THAT IT HAS AN UNCONDITIONAL OBLIGATION TO PAY ALL RENTAL PAYMENTS AND OTHER AMOUNTS WHEN DUE. LESSEE IS NOT ENTITLED TO ABATE OR REDUCE RENTAL PAYMENTS OR ANY OTHER AMOUNTS DUE, OR TO SET OFF ANY CHARGES AGAINST THOSE AMOUNTS. LESSEE IS NOT ENTITLED TO ECOUPMENTS, CROSS-CLAIMS, COUNTERCLAIMS OR ANY OTHER DEFENSES TO ANY RENTAL PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER, WHETHER THOSE DEFENSES ARISE OUT OF CLAIMS BY LESSEE AGAINST LESSOR, SELLER, THIS AGREEMENT, ANY SCHEDULE OR OTHERWISE. NEITHER DEFECTS IN EQUIPMENT, DAMAGE TO IT, NOR ITS LOSS, DESTRUCTION OR LATE DELIVERY SHALL TERMINATE THIS AGREEMENT OR ANY SCHEDULE, OR AFFECT LESSEE'S OBLIGATIONS HEREUNDER. UNLESS LESSEE'S OBLIGATION TO PAY RENTAL PAYMENTS AND OTHER AMOUNTS HAS BEEN TERMINATED PURSUANT TO THE EXPRESS TERMS OF THIS AGREEMENT, ALL RENTAL PAYMENTS AND OTHER AMOUNTS SHALL CONTINUE TO BE DUE AND PAYABLE HEREUNDER.

EXCEPTION # ONE (1) TO ABOVE NON-CANCELABLE NET LEASE. If there is a failure due to INTTEK's equipment or software (exception in the case of fire, flood, or other act of God as defined in Appendix B), and this failure results in the disruption of the CUSTOMER's service, and INTTEK is not able to resolve this issue within 30 days of the event, customer may terminate the remainder of the service agreement as of the 30th day from the documented beginning of the incident. In this case, CUSTOMER will not be responsible for any additional monthly service charges.

EXCEPTION # TWO (2) TO ABOVE NON-CANCELABLE NET LEASE. Cancellation due to NON-APROPRIATION OF FUNDS. It is CUSTOMERS intention to remit to INTTEK all Lease Payments and other payments for the full TERM of this agreement if funds are legally available. In the event that CUSTOMER is not granted an appropriation of funds at any time during the TERM of this agreement, and the following conditions are met, this agreement may be canceled as of the last day of the fiscal year of funding: (a) Customer agrees to make timely requests and all other required steps for the appropriation of funds required for this agreement. Further, Customer will make every effort to ensure funds are appropriated. (b) During the TERM of this agreement, Customer shall not enter into any agreement (that uses funds that are subject to Customers control) for services, hardware lease, and or benefits similar to those of this agreement, without first paying all required charges related to this agreement. (c) In the event that CUSTOMER does contract for services, hardware lease, and or benefits similar to those of this agreement without paying INTTEK, all funds for that contract shall be considered to have been available to CLIENT for purposes of compliance set forth in this agreement. (d) If funds are not available to fund CLIENTS obligations to this agreement, despite CLIENTS best efforts, CLIENT shall notify INTTEK of the situation and provide certified records detailing the reason for unavailability of funds.

GENERAL INDEMNITY

To the extent allowed by law, CUSTOMER shall indemnify, hold harmless, and, if so requested by INTTEK, defend INTTEK against all claims (Claims) directly or indirectly arising out of or connected with the Equipment or any Fundamental Agreement. Claims refers to all losses, liabilities, damages, penalties, expenses (including legal fees and costs), claims, actions, and suits, whether based on a theory of strict liability of INTTEK or otherwise, and includes, but is not limited to, matters regarding: (a) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment; (b) any latent defects or other defects in any Equipment, whether or not discoverable by INTTEK or by CUSTOMER; (c) any patent, trademark, or copyright infringement; and (d) the condition of any Equipment arising or existing during CUSTOMER's use.

SURRENDER; EXTENSION OF TERM

Unless CUSTOMER renews the TERM pursuant to the agreement, INTTEK shall, at its expense, deinstall, inspect and properly pack the Equipment, and return the Equipment at the expiration of the Term, free of all liens and rights of others, by delivering it on board such common carrier as INTTEK may specify with freight prepaid to any destination within the United States of America specified by INTTEK. The Equipment shall be accompanied by an original copy of the relocation inventory or other applicable form completed by the agent performing the deinstallation. If INTTEK so requests, shall have the right to enter upon any premises where Equipment may be located to perform any of CUSTOMER's tasks noted above in this agreement. CUSTOMER agrees that the Equipment, when returned to INTTEK, shall be in the same condition as when delivered to CUSTOMER, reasonable wear and tear excepted, and certified as being eligible for the manufacturer's generally available maintenance contract at then prevailing rates, without INTTEK incurring any expense to repair, rehabilitate or certify such Equipment (CUSTOMER shall be liable for all costs and expenses INTTEK incurs to place the Equipment in such condition). If requested by INTTEK, CUSTOMER, at its expense, shall store the Equipment on its premises for a reasonable period, not to exceed ten (10) business days during which period the Equipment shall be subject to all of the terms and conditions hereof, except for the obligation to make Rental Payments. In all instances where CUSTOMER is returning Equipment to INTTEK, CUSTOMER shall give INTTEK written notice thereof in accordance with the terms of the agreement. If CUSTOMER fails to provide the aforementioned notice or return the Equipment to INTTEK in the time and manner provided above, the Term shall be extended in accordance with the terms of the agreement. At the end of this agreement, CUSTOMER has the option to renew this agreement and the Terms and conditions shall be agreed upon in writing at that time. Further, until a renewal agreement is made, all services, hardware and software lease shall remain the same as this agreement and continue on a month to month basis until the new renewal agreement is established.

EVENTS OF DEFAULT

Any of the following shall constitute an Event of Default under this Agreement and all Schedules: (a) CUSTOMER fails to pay any Rental Payment or any other amount payable to INTTEK hereunder within 10 days after its due date; or (b) CUSTOMER fails to perform or observe any other representation, warranty, covenant, condition or agreement to be performed or observed by CUSTOMER hereunder or in any other agreement with INTTEK, or in any agreement with any other person that in INTTEK's sole opinion is a material agreement, and CUSTOMER fails to cure any such breach within 10 days after notice thereof; or (c) any representation or warranty made by CUSTOMER hereunder, or in any other instrument provided to INTTEK by CUSTOMER, proves to be incorrect in any material respect when made; or (d) CUSTOMER makes an assignment for the benefit of creditors, whether voluntary or involuntary; or (e) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law is filed by or against CUSTOMER or CUSTOMER takes any action to authorize any of the foregoing matters; or (f) CUSTOMER becomes insolvent or fails generally to pay its debts as they become due, the Equipment is levied against, seized or attached, or CUSTOMER seeks to effectuate a bulk sale of CUSTOMER's inventory or assets; or (g) CUSTOMER voluntarily or involuntarily dissolves or is dissolved, or terminates or is terminated; or (h) any guarantor under this Agreement is the subject of an event listed in clauses (b) through (g) above; or (i) any letter of credit required pursuant to any Schedule is breached, canceled, terminated or not renewed during the Term of any such Schedule.

REMEDIES

If an Event of Default occurs, INTTEK may, in its sole discretion, exercise one or more of the following remedies: (a) terminate this Agreement or any or all Schedules; or (b) take possession of, or render unusable, any Equipment wherever the Equipment may be located, without demand or notice, without any court order or other process of law and without liability to CUSTOMER for any damages occasioned by such action, and no such action shall constitute a termination of any Schedule; or (c) require CUSTOMER to deliver the Equipment at a location designated by INTTEK; or (d) declare the INTTEK's Return

for each agreement due and payable as liquidated damages for loss of a bargain and not as a penalty and in lieu of any further Rental Payments under the agreement; or (e) proceed by all damages and expenses incurred by INTTEK by reason of any Event of Default; or (f) terminate any other agreement that INTTEK may have with CUSTOMER; or (g) exercise any other right or remedy available to INTTEK at law or in equity provided. However, during the first 60 (sixty) days of the default CUSTOMER shall have right to use equipment, software and related services at CUSTOMERS location but receive no support or maintenance until default

is resolved. Also, CUSTOMER shall pay INTTEK all costs and expenses (including legal fees and costs and fees of collection agencies) incurred by INTTEK in enforcing any of the terms, conditions or provisions of this Agreement. Upon repossession or surrender of any equipment, INTTEK shall lease, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof (after deducting all expenses (including legal fees and costs) incurred in connection therewith) to the amounts owed to INTTEK hereunder; provided, however, that CUSTOMER shall remain liable to INTTEK for any deficiency that remains after any sale or lease of such Equipment. CUSTOMER agrees that with respect to any notice of a sale required by law to be given 10 days' notice shall constitute reasonable notice. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

ASSIGNMENT BY INTTEK

INTTEK shall have the unqualified right to assign, pledge, transfer, mortgage or otherwise convey any of its interests hereunder related to software or intellectual property that is being provided as part of this Lease agreement, in whole or in part, without notice to, or consent of, CUSTOMER. If any Schedule is assigned, CUSTOMER shall: (a) unless otherwise specified by the INTTEK and the assignee (Assignee) specified by INTTEK, pay all amounts due under the agreement to such Assignee, notwithstanding any defense, setoff or counterclaim whatsoever that CUSTOMER may have against INTTEK or Schedule to be amended or the terms thereof waived without the prior written consent of the Assignee; (c) not require the Assignee to perform any obligations of INTTEK, other than those that are expressly assumed in writing by such assignee; and (d) execute such acknowledgments thereto as may be requested by INTTEK. It is further agreed that: (x) each assignee shall be entitled to all of INTTEK's rights, powers and privileges under the agreement, to the extent assigned; (y) any Assignee may reassign its rights and interest under the agreement with the same force and effect as the assignment described herein; and (z) any payments received by the Assignee from CUSTOMER with respect to the assigned portion of the Schedule shall, to the extent thereof, discharge the obligations of CUSTOMER to INTTEK with respect to the assigned portion of the Schedule. CUSTOMER ACKNOWLEDGES THAT ANY ASSIGNMENT OR TRANSFER BY INTTEK OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE CUSTOMER'S OBLIGATIONS UNDER THE ASSIGNED SCHEDULE.

ASSIGNMENT OR SUBLEASE BY CUSTOMER

WITHOUT INTTEK'S PRIOR WRITTEN CONSENT, CUSTOMER SHALL NOT ASSIGN THIS AGREEMENT OR ANY SCHEDULE OR ASSIGN ITS RIGHTS IN OR SUBLET THE EQUIPMENT OR ANY INTEREST THEREIN; provided, however, that CUSTOMER may sublease or assign a Schedule to an affiliate or a wholly-owned subsidiary of CUSTOMER if: (a) CUSTOMER and such subCUSTOMER or assignee execute and deliver to INTTEK a writing (to be provided by INTTEK) whereby the subCUSTOMER or assignee agrees to assume joint and several liability with CUSTOMER for the full and prompt payment, observance and performance when due of all of the obligations of the CUSTOMER under such Schedule; and (b) INTTEK consents to such sublease or assignment, which consent shall not be unreasonably withheld. In no event, however, shall any such sublease or assignment discharge or diminish any of CUSTOMER's obligations to INTTEK under such Schedule.

SURVIVAL; QUIET ENJOYMENT

All representations, warranties and covenants made by CUSTOMER hereunder shall survive the termination of this Agreement and shall remain in full force and effect. All of INTTEK's rights, privileges, and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the termination of this Agreement, shall survive such termination and be enforceable by INTTEK and any successors and assigns. So long as no Event of Default exists, and no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, neither INTTEK nor any Assignee will interfere with CUSTOMER's quiet enjoyment of the Equipment.

NO WAIVER; INTTEK APPROVAL

Any failure of INTTEK to require strict performance by CUSTOMER, or any written waiver by INTTEK of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof. Neither this Agreement nor any other Fundamental Agreement shall be binding upon INTTEK unless and until executed by INTTEK.

CHOICE OF LAW

THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NORTH CAROLINA.

Extension of services:
At the end of this agreement, it may be renewed as defined in the preceding section: SURENDER; EXTENSION OF TERM.

This document, consisting of five total pages, represents the entire agreement of the parties and there are no representations not stated herein, and this agreement may only be modified by a writing executed by both parties hereto.

This instrument has been reviewed as to its legal content by:

Office of the County Attorney _____ Date:_____

Signed:_____ _____ Date:_____
Brenda M. Clemmons, Brunswick County Register of Deeds

Signed:_____ _____ Date:_____
Randell Woodruff, Brunswick County Manager

Signed:_____ Date: June 21, 2021
David McGough, President, Internet Technologies, Inc.

This agreement has been pre-audited as prescribed by the Local Government Budget and Fiscal control act of North Carolina.

Signed:_____ Date:_____

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # V. - 17.
Tax Administration - July 2021 Releases

From:
Jeffery P Niebauer

Issue/Action Requested:
Request that the Board of Commissioners approve the July 2021 releases.

Background/Purpose of Request:
Approval of the tax releases for July 2021. A summary of the releases is listed below.

County personal property release value $425,885 (5 releases)
Smithville personal property release value $286,705 (1 release)
Caswell Beach personal property release value $286,705 (1 release)
Leland personal property release value $109,560 (2 releases)

County VTS July 2021 release value $255,927 (17 releases)
Smithville VTS July 2021 release value $32,755 (5 release)
Carolina Shores VTS July 2021 release value $3,270 (1 release)
Leland VTS July 2021 release value $67,574 (3 releases)
Oak Island VTS July 2021 release value $10,464 (3 releases)
St James VTS July 2021 release value $42,562 (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 July 2021 releases.

ATTACHMENTS:

Description

- Tax Releases for July 2021
- Motor Vehicle Releases (VTS) July 2021 Processed June 2021 (NCDMV Tax & Tag)

Tax Releases for July 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
048075	6/17/2021	GASQUE BOYD BENNETT JR	052647 (2020)	80067531		NULL	SHALLOTTE	$138.81-C	$28,620.00	Situs in Another County
048076	7/8/2021	BRADSHAW TYLER SHAW	015516 (2020)	80051465		231PE034	LOCKWOOD FOLLY	$4.85-C	$1,000.00	Did Not Own January 1

Tax Releases for July 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
048077	6/17/2021	LEISURE INVESTMENTS OF NC INC	083625 (2020)	80068852	CASWELL BEACH	250EC001	SMITHVILLE	$139.05-C $11.47-SM $68.81-CAS	$286,705.00	Did not List Late
048078	6/17/2021	ATLANTIC SLEEP CENTERS	301014 (2020)	80040414	LELAND	038BA006	NORTHWEST	$265.68-C $26.57-LL $115.04-LEL $11.50-LELLL	$54,780.00	Business Sold
048079	6/17/2021	ATLANTIC SLEEP CENTERS	302762 (2019)	80040414	LELAND	038BA006	NORTHWEST	$265.68-C $26.57-LL $115.04-LEL $11.04-LELLL	$54,780.00	Business Sold

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

VTS RELEASES PROCESSED JUNE 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
1045566	53377965	SANCHEZ, BERNARD TACHINGCO	CM13223	2010	CALA	3,781	511	3,270	18			511						OVERVALUED 5X8 TRAILER/ $100/FT+$100/AXLE-5%DEP	06/03/21	15	TEC Value Issue
1045643	61349821	LICORISH, JANESA APRIL	JFY6805	2018	MERZ	50,223	-	50,223	31								MILITARY	HOR- HI	06/03/21	4	Military Exempt
1045662	60993104	CLEMMONS, ANDREW JAMES	JDA2650	2010	FORD	10,850	5,425	5,425				5,425						302,170 MILES VISUALLY INSPECTED BY A. SPENCER	06/03/21	12	Mileage/Condition
1045675	52887382	SELLERS, ARCHIE CHADWICK	CY7172	2019	GMC	66,035	53,034	13,001				53,034						REMOVED DEFAULT BODY VALUE	06/03/21	20	Appealed value
1045869	61358646	FRYE, CHARLES FRANCIS JR	JES5286	2006	GUFS	49,630	32,999	16,631		3				32,999	2021			DMV ENTERED MILEAGE AS SALE PRICE/ CORRECTED DEFAULT ADDRESS	6/3/23021	1	Adjusted per Purchase Price
1045648	61098812	BENNA, JOSEPH RICHARD	75123	1957	FORD	11,290	500	10,790	29		100	500	PERM					ANTIQUE VALUE APPROVED/ APPLICATION ATTACHED	06/03/21	19	Antique Value Approved
1047392	52596345	HARMON, ROYCE ALAN	HCF7539	2018	FORD	20,999	19,529	1,470	14	3				20,999				BOS 2019=$20,999	06/10/21	1	Adjusted per Purchase Price
1047033	60377090	WISE, JAMES LOUIS JR	73400	1966	PONT	43,000	500	42,500			100	500	PERM					ANTIQUE VALUE APPROVED/ APPLICATION ATTACHED	06/10/21	19	Antique Value Approved
1047002	61091673	LOWRY, JOHN EDWIN JR	CM93441	2019	CARL	10,860	2,139	8,721	31					2,300	2019	B-20		BOS 2019=$2300-DEP	06/10/21	1	Adjusted per Purchase Price
1047855	54636832	LASSINS, SHARON LEE	RBB6955	2012	HYUN	8,680	6,510	2,170	14	3	75	6,510	PERM					SALVAGE/ REBUILT TITLE	06/10/21	12	High Mileage/Conditio
1046211	60843545	TSUDA, KYLE	JCY9741	2016	NISS	10,930	-	10,930									MILITARY	HOR- HI	06/04/21	4	Military Exempt
1049053	49004321	KRAMER, ROBIN STEINMAN	PCX1448	2016	ACUR	40,560	21,150	19,410				21,150						ADJ PER NADA VALUE	06/14/21	20	Appealed value
1048856	59909307	FOSTER, PAUL LOWE	7Y47DV	2020	PORS	132,890	101,118	31,772	29					106,640	2020	B-20		BOS 2020=$106,640-DEP	06/14/21	1	Adjusted per Purchase Price
1048291	59919217	KIPKE, RICHARD JAMES JR	HKM2232	2017	LINC	38,820	31,996	6,824	14	3				33,680	2020	B-20		BOS 2020= 33860-DEP	06/14/21	1	Adjusted per Purchase Price
1050567	59922748	ADKINS, STEVEN SHANE	HCF3021	2011	TOYT	8,630	-	8,630	31								MILITARY	HOR- AK	06/21/21	4	Military Exempt
1050709	60981947	FLINCHBAUGH, DAVID REINHOLD	74403	1990	CHEV	19,000	500	18,500			100	500	PERM					ANTIQUE VALUE APPROVED/ APPLICATION ATTACHED	06/21/21	19	Antique Value Approved
1051299	47775822	MORGAN, DAVID FRANKLIN	S151H	2019	GMC	39,110	33,450	5,660		3		33,450						ADJ PER NADA VALUE	06/22/21	20	Appealed value

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # VI. - 1.

From:
John Nichols, P.E.

Utilities - ECS Southeast Mirasol Family Farm (John Nichols, Public Utilities Director)

Issue/Action Requested:
Request that the Board of Commissioners provide input regarding engineering work to determine the impacts associated with a developer request to expand and construct a sand mine within the 211 Water Treatment Plant Wellhead Protection Area and based on that input approve a task order with ECS in the amount of $10,350 for consultant services.

Background/Purpose of Request:
Malcolm Jones of Mirasol Family Mine has indicated his intent to construct and enlarge a sand mine within the Wellhead Protection Area of the 6 million gallon per day 211 Water Treatment Plant (WTP) well field. Sand mines are considered "higher risk" uses in the wellhead protection plan that was approved by the Brunswick County Board of Commissioners in 2013 in concert with direction from the North Carolina Department of Environmental Quality. The wellhead protection plan seeks to minimize or avoid development uses within the area that could have a detrimental impact on water quality and quantity of the wells that supply water to the WTP. Mr. Jones' consultants have indicated that the wells are likely to be impacted by the sand mine but have not indicated if this may have a detrimental impact on operations. If there is hydraulic connectivity between the sand mine and the Castle Hayne Aquifer from which the wells draw the water, the available water from the impacted wells may be increased but the potential for contamination is likely to increase as well. The 211 Water Treatment Plant is permitted as a groundwater facility and well contamination may require the abandonment of the wells or conversion of the treatment process to meet surface water requirements. Mr. Jones is seeking re-zoning approval from the county.

The enclosed task order with ECS Southeast, LLP is for consulting services to review information from the developer, a desktop analysis of the potential impacts, recommendations for a modeling plan for the developer to follow in the event that the desktop analysis indicates more in-depth field work is necessary, potential treatment impacts and additional water treatment measures. Brunswick County currently has an on-call contract with ECS. The initial cost of the work is $10,350 and other future phases may be required based on the results of the initial phase. Staff requests input regarding engineering work to determine the impacts associated with a developer request to expand and construct a sand mine within the 211 Water Treatment Plant Wellhead Protection Area and based on that input approve a task order with ECS in the amount of $10,350 for consultant services.

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

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable.

County Manager's Recommendation:
Recommend the Board of Commissioners provide input regarding engineering work to determine the impacts associated with a developer request to expand and construct a sand mine within the 211 Water Treatment Plant Wellhead Protection Area and based on that input approve a task order with ECS in the amount of $10,350 for consultant services.

ATTACHMENTS:

Description

- Task Order No. 1
- Utilities - Wellhead Protection Plan - Attach 2
- Utilities - Letter Maps and Figures - Attach 3

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TASK ORDER -1

ECS SOUTHEAST, LLP

Effective Date:	July 07, 2021
Provider:	ECS Southeast, LLP
Project:	Mirasol Family Farms

Engineer's Services

This Task Order**,** consisting of 6 pages, is referred to in and part of the **Professional Services Agreement between Owner and Engineer** effective August 20, 2020.

Engineer shall provide services in accordance with the Basic Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Engineer shall consult with Owner to define and clarify Owner's requirements for the Project and available data.

BACKGROUND

ECS has been provided five documents related to the proposed mine and County wellfield, as follows: (1) a 29-page Mining Permit Application document dated May 4, 2021, (2) a site plan and environmental due diligence document for a former mining operation at the site dated August 8, 2013, (3) Brunswick County's Wellhead Protection Plan, dated January 28, 2013, (4) a Wellhead Protection/Recharge and Reservoir Potential report prepared by Robert Reinhardt on behalf of the mine site owner, dated May 18, 2021, and (5) comments provided by Brunswick County to the North Carolina Division of Energy, Mineral, and Land Resources relating to the mining permit application, dated June 3, 2021. Our understanding of the project is based on a review of these documents and correspondence with the client.

ECS understands that the client has received a mining permit application for a 93.12-acre sand borrow pit near Southport, North Carolina. It is stated in the mining application that the anticipated maximum depth of the mine is 35–40 feet below ground surface (bgs) and the water table is present at 15 feet bgs. As such, dewatering would be required during mine operations and it is ECS's understanding that pumped water would be retained onsite. ECS also understands that mining has previously occurred at the site under the name of the Jones Borrow Pit, as described in the August 8, 2013 former mining plan document. Based on a review of aerial photography, several ponds exist at the site. The largest pond appears to be the former mining pit and the former infiltration basin comprises a smaller pond. The proposed mine adjoins a Brunswick County wellfield consisting of 14 operational wells that produce from the semi-confined Castle Hayne aquifer. It is reported that these wells range in depth from 96–175 feet bgs and have production capacities of 130–950 gallons per minute (gpm). ECS understands that raw water produced from the wells is piped to one primary header that feeds the water treatment plant and individual inflow pipes from the wells are unable to be isolated.

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PHASE 1 SCOPE OF SERVICES

The client is interested in retaining ECS to review the permit application, former borrow pit plan, additional data that is currently being collected by the applicant, and pertinent hydrogeologic publications to evaluate whether the proposed mine is likely to impact the County's wellfield. Specifically, ECS will provide the following as part of Phase 1:

1. A description of existing hydrogeologic conditions at and in the vicinity of the proposed mining site and wellfield, based on a review of existing hydrogeologic publications and documents provided by the client.

2. A qualitative judgement of whether there appears to be potential for proposed mining operations to impact the County's wellfield via quantity or quality impairment. This judgement would be based on existing hydrogeologic conditions, specifications described within the mining plan, wellfield design, and information provided by the wellfield operator.

3. ECS will provide recommendations regarding hydrogeologic data and/or groundwater modeling that could be collected/performed to provide a basis for quantifying the mine's potential impact to the wellfield. Hydrogeologic testing and groundwater modeling is not included as part of our Phase 1 services, as ECS understands that this would be performed by the mine site owner.

4. ECS will correspond with the North Carolina Department of Environmental Quality (NCDEQ) to evaluate how mining operations could impact requirements for the County's water treatment system. Of particular interest will be whether the surface water ponds that will be created within the mining pit and infiltration basin following the termination of dewatering operations would result in the wellfield's groundwater source to be considered under direct influence of surface water. If so, ECS will provide a discussion of treatment measures required for such groundwater sources.

5. ECS understands that the proposed mine would use fertilizer and petroleum products. ECS would correspond with the NCDEQ to evaluate general water treatment techniques to treat these constituents within drinking water and would provide a discussion of findings and a range of estimated potential costs.

6. ECS will evaluate public supply well permitting requirements and will provide a description of typical permitting timelines and costs to install a supplemental supply well.

7. Findings from our evaluation will be summarized in a report that will include graphical depictions of the mine site and surrounding area.

ECS's planned approach would be based on a review of existing information and would not include on-site testing or groundwater modeling. As such, our evaluation is not intended to quantify impacts to the wellfield from operation of the proposed mine, but rather to provide an opinion of whether the potential for risk to the County's wellfield appears to exist from proposed mining operations. The primary basis for ECS's opinion regarding the likelihood of impact to the wellfield will be the hydrostratigraphy of the region, reviewed mine-related documents, and wellfield-related documents. ECS will request an interview with the wellfield's waterworks operator to obtain information about the wellfield's performance during former borrow pit operations at the subject site. Based on our review, a general opinion will be provided regarding the likelihood of impact to the wellfield, as it pertains to production quantity and water quality. Findings from our evaluation will be summarized in a report that would include Geographic Information System (GIS) mapping to depict the subject site, wellfield, and other pertinent features.

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ECS requests that the client provide any additional information related to the proposed mine and County wellfield that have not already been provided to ECS. Specifically, information related to mine site plans, mining operations, mining dewatering plans, supply well coordinates, and detailed hydrogeologic supply well completion reports would be useful.

1. Advise Owner of any need for Owner to provide data or services which are not part of Engineer's Basic Services.

2. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.

3. Identify and evaluate [*N/A*] alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.

4. Prepare a report (the "Preliminary Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants, proposed schedule, permit requirements, government requirements including mitigation efforts and cost, bore and jack locations, directional drill locations, any easements required, ability to acquire easements and easement cost; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs as applicable.

5. Perform or provide the following additional Study and Report Phase tasks or deliverables:

Phase 2 services are not included within this proposal but a detailed scope of services and estimated pricing can be provided following the receipt of hydrogeologic study documents produced by the mine site owner. Phase 2 scope of service items may include the following:

1. Review of a hydrogeologic workplan provided by the mine site owner.

2. Review of hydrogeologic data, documents, and/or groundwater modeling files provided by the mine site owner.

3. Furnish two review copies of the Preliminary Report and any other deliverables to Owner and review it with Owner. Within fourteen business days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables. Approval of the alternate shall be given by the Owner prior to commencing design.

4. Revise the Preliminary Report and any other deliverables in response to Owner's comments, as appropriate, and furnish up to seven copies of the revised Preliminary Report and any other deliverables to the Owner in accordance with the schedule outlined here in.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

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A1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Advise Owner if additional reports, data, information, or services of the types described herein are necessary and assist Owner in obtaining such reports, data, information, or services.

2. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.

3. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: [*N/A*]

4. Furnish two review copies of the Preliminary Design Phase documents and any other deliverables to Owner and review them with Owner. Within fourteen business days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

5. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish two review copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables to the Owner in accordance with the schedule outlined in herein.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

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Payments to Engineer for Services
Basic Services - Lump Sum

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Compensation for Basic Services - Method of Payment

A. Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount based on the following estimated distribution of compensation:

	Amount	Duration
a. Study and Report Phase	$ 10,350.00	10 weeks
Basic Services Total	**$ 10,350.00**	**10 weeks**

2. Engineer may alter the distribution of compensation between individual phases noted herein, if applicable, to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

5. The date for project completion shall be determined by adding the above noted Total Duration, also known as the "Time of Completion" to the date of the Notice to Proceed issued by Brunswick County.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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This Task Order, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same. This Task Order may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Task Order by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

_____

Clerk to the Board /
Deputy Clerk to the Board

By: _____

Chairman, Board of Commissioners

[SEAL]

ECS SOUTHEAST, LLP

By: Kris J. Stamm

Printed Name: Kris J. Stamm

Title: Vice President

Date: 6/29/2021

"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

Wellhead Protection Plan
Brunswick County,
North Carolina

January 28, 2013
PWS ID#
04-10-045

Contact Name: Jeremy Sexton
Position: Water Resources Superintendent
jsexton@brunsco.net
Phone: (910) 454-0512
Fax: (910) 457-9183
PO Box 249
Bolivia, North Carolina 28422

NCRWA TRAINING SUPPORT

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Background

In 1986, Safe Water Drinking Act (SWDA) amendments added Section 1428, "State Programs to Establish Wellhead Protection Areas," which requires each state to develop a program to "protect wellhead areas within their jurisdiction from contaminants which may have any adverse affects on the health of persons." The term wellhead protection area is defined in the law as "the surface and subsurface area surrounding a water well or wellfield, supplying a public water system, through which contaminants are reasonably likely to move toward and reach such water well or wellfield." North Carolina's Environmental Protection Agency (EPA) approved Wellhead Protection Program (WHPP) provides technical support to local governments and public water supply systems in their endeavors to develop and implement their own Wellhead Protection Plans.

North Carolina's objective in developing a protection plan is to provide a process for public water system operators to learn more about their groundwater systems and how to protect them. Wellhead Protection Plans allow communities to take charge of protecting the quality of their drinking water by identifying and carefully managing areas that supply groundwater to their public wells.

Regulations of the **North Carolina Division of Water Resources (DWR) under the Department of Environment and Natural Resources (DENR)** require wellhead protection measures for any public water supply wells to be used as a community or non-transient, non-community water system to meet the following requirements:

(1) The well shall be located on a lot so that the area within 100 feet of the well shall be owned or controlled by the person supplying the water. The supplier of water shall be able to protect the well lot from potential sources of pollution and to construct landscape features for drainage and diversion of pollution.

(2) The minimum horizontal separation between the well and known potential sources of pollution shall be as follows:

- (a) 100 feet from any sanitary sewage disposal system, sewer, or a sewer pipe unless the sewer is constructed of water main materials and joints, in which case the sewer pipe shall be at least 50 feet from the well;
- (b) 200 feet from a subsurface sanitary sewage treatment and disposal system designed for 3000 or more gallons of wastewater a day flows, unless it is determined that the well water source utilizes a confined aquifer;
- (c) 500 feet from a septage disposal site;
- (d) 100 feet from buildings, mobile homes, permanent structures, animal houses or lots, or cultivated areas to which chemicals are applied;
- (e) 100 feet from surface water;
- (f) 100 feet from a chemical or petroleum fuel underground storage tank with secondary containment;
- (g) 500 feet from a chemical or petroleum fuel underground storage tank without secondary containment;
- (h) 500 feet from the boundary of a ground water contamination area;
- (i) 500 feet from a sanitary landfill or non-permitted non-hazardous solid waste disposal site;
- (j) 1000 feet from a hazardous waste disposal site or in any location which conflicts with the North Carolina Hazardous Waste Management Rules cited as 15A NCAC 13A;
- (k) 300 feet from a cemetery or burial ground; and

(l) 100 feet from any other potential source of pollution.

(3) The Department may require greater separation distances or impose other protective measures then necessary to protect the well from pollution; the Department shall consider as follows:

(a) The hazard or health risk associated with the source of pollution;
(b) The proximity of the potential source to the well;
(c) The type of material, facility or circumstance that poses the source or potential source of pollution;
(d) The volume or size of the source or potential source of pollution;
(e) Hydrogeological features of the site which could affect the movement of contaminants to the source water;
(f) The effect which well operation might have on the movement of contamination;
(g) The feasibility of providing additional separation distances or protective measures.

(4) The lot shall be graded or sloped so that surface water is diverted away from the wellhead. The lot shall not be subject to flooding.

(5) When the supplier of water is unable to locate water from any other approved source and when an existing well can no longer provide water that meets the requirement of this Subchapter, a representative of the Division may approve a smaller well lot and reduced separation distances for temporary use.

In addition to this delineation, communities are encouraged to establish wellhead protection plans, which include the following:

1) The formation of a wellhead protection committee to establish and implement the wellhead protection program whose role it is to conduct a potential contaminant source inventory, provide options for the management of the WHP area, seek public input into the creation of the WHP plan, seek approval of the WHP program and to implement the WHP program;

2) Delineation of the contributing areas of the water sources;

3) Identification of potential contamination sources within the wellhead protection area;

4) Develop and implement wellhead protection area management actions to protect the water sources;

5) Develop an emergency contingency plan for alternative water supply sources in the event the groundwater supply becomes contaminated and emergency response planning for incidents that may impact water quality;

6) Development of a public education program;

7) Conduct new water source planning to insure the protection of new water source locations and to augment current supplies.

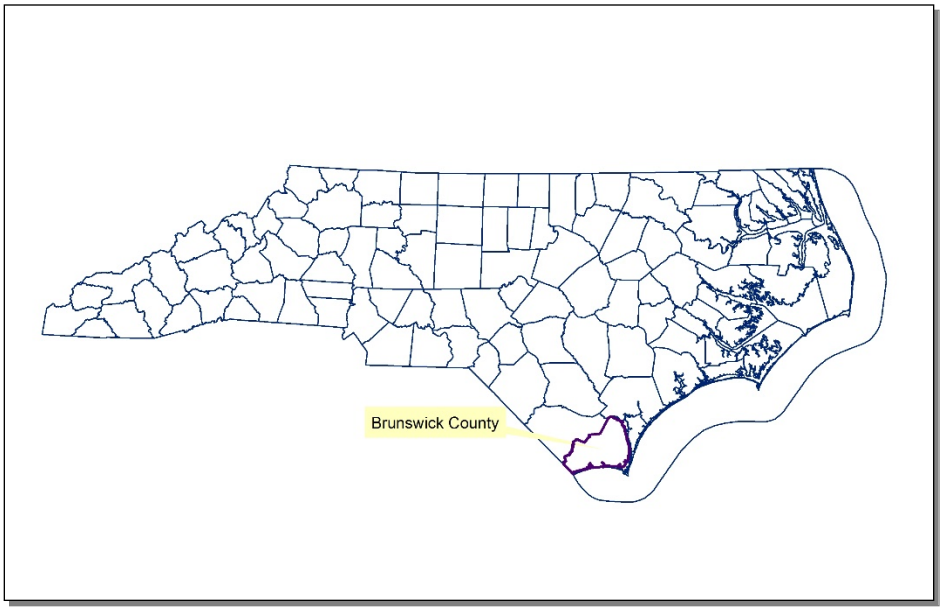
Wellhead protection for public water supply wells is a voluntary program, but water systems across the state are encouraged to take the above steps in protecting all groundwater sources.

The PWSS will provide the final approval for WHP Programs. The Wellhead Protection Program Coordinator is:

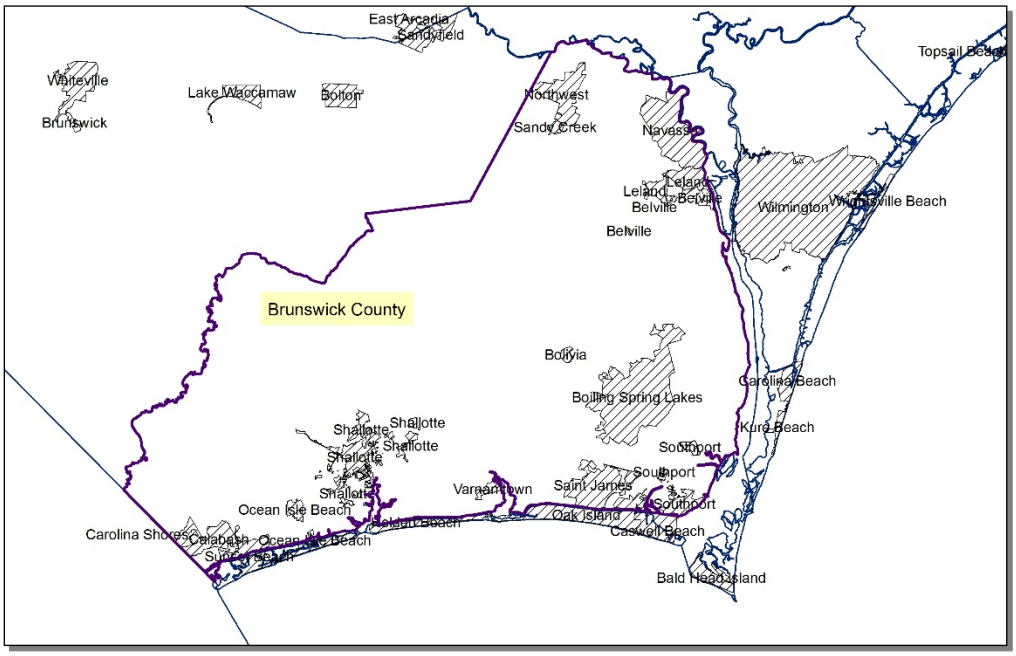
M. Gale Johnson, P.G.
Public Water Supply Section
1634 Mail Service Center
Raleigh, North Carolina 27699-1634
gale.johnson@ncdenr.gov
Phone 919-707-9083
Fax 919-715-4374

Introduction

Brunswick County is located in the southeastern coastal plain of North Carolina. It is bordered by the Atlantic Ocean to the south and east, South Carolina to the southwest, Columbus County to the northwest and Pender County to the northeast. Brunswick County's 211 Water Treatment Plant serves Southport, Oak Island, Caswell Beach, St. James Plantation, and supplements Baldhead Island through a connection in Caswell Beach. Water is provided to a population of 9,935 customers via 4,475 connections, with an average daily usage of 2.86 million gallons. Brunswick County gets a portion (as much as 86%) of its water from a surface water intake located on the Cape Fear River and operated by the Northwest Brunswick Water Treatment Plant. The rest it pumps from a group of fourteen wells. One well, number seven is no longer being used. Additional information about the wells is provided on subsequent pages. This WHPP only addresses protection of the wells. Based upon well records supplied by Brunswick County, the wells are screened in the semi-confined Castle Hayne aquifer. Water treatment consists of lime softening, chloraminate, sulphuric pH correction, polyphosphate for corrosion control and flouride. . There are eight water storage tanks located throughout the systems Brunswick County serves with a total storage capacity of 5.25 million gallons.



Brunswick County within North Carolina



Brunswick County's wells are located near the Town of Southport

Public Water Supply Information
Source Water Assessment Program Report

A Source Water Assessment Program (SWAP) Report has been made available for the Brunswick County by the NC Public Water Supply Section. Water sources can be threatened by many potential contaminant sources, including permitted wastewater discharges, underground storage tanks, urban storm water runoff, or other types of non-point source contamination such as runoff produced by agricultural activities and land clearing for development. A source water assessment is a qualitative evaluation of the potential of a drinking water source to become contaminated by the identified potential contaminant sources (PCSs) within the delineated area. A SWAP Report consists of an assessment area delineation, a potential contaminant source inventory and map, a susceptibility rating, maps, tables and a detailed description of North Carolina's SWAP approach. Brunswick County's water source is fourteen groundwater wells which have been assigned a qualitative susceptibility of Moderate, based on a contaminant and an inherent vulnerability rating of lower, moderate and higher as seen in the SWAP Results Summary table on the next page. The rating process is described in detail in Sections 3 and 6 of the SWAP Report. Brunswick County's entire SWAP Report along with a wealth of other information about water sources in North Carolina can be found on the PWS website. http://swap.deh.enr.state.nc.us/swap/pages/swap.htm. Click on the SWAP Reports box at the bottom of the page.

NC Public Water Supply System Information
Well # 7 is not being used and this WHPP does not include the Surface Water Intake on the Cape Fear River

System Name	BRUNSWICK COUNTY WATER SYSTEM
City	BOLIVIA
PWS ID	04-10-045
Source Name	WELL #19
Source Name	WELL #18
Source Name	WELL #17
Source Name	WELL #15
Source Name	WELL #12A
Source Name	WELL #12
Source Name	WELL #11
Source Name	WELL #8
Source Name	WELL #7
Source Name	WELL #5
Source Name	WELL #2
Source Name	WELL #1
Source Name	CAPE FEAR RIVER
Source Name	WELL #16
Source Name	WELL #3

Well #	Well Yield (gpm)	Depth (ft)
1	250	175
2	130	163
3	350	159
5	300	156
6A	300	171
7	Out of Service	
8	450	130
11	708	164
12	431	96
12A	950	114
15	450	129
16	450	155
17	350	155
18	350	155
19	375	150

SWAP Results Summary

Source Name	Inherent Vulnerability Rating	Contaminant Rating	Susceptibility Rating
WELL #19	Higher	Lower	Moderate
WELL #18	Moderate	Lower	Moderate
WELL #17	Moderate	Lower	Moderate
WELL #15	Moderate	Lower	Moderate
WELL #12A	Higher	Lower	Moderate
WELL #12	Higher	Lower	Moderate
WELL #11	Moderate	Lower	Moderate
WELL #8	Moderate	Lower	Moderate
WELL #7	Higher	Lower	Moderate
WELL #5	Moderate	Moderate	Moderate
WELL #2	Moderate	Lower	Moderate
WELL #1	Moderate	Lower	Moderate
CAPE FEAR RIVER	Higher	Lower	Moderate
WELL #16	Moderate	Lower	Moderate
WELL #3	Higher	Lower	Moderate

The Wellhead Protection Committee

The following people have been designated or volunteered to serve as Brunswick County's Wellhead Protection Committee (WPC):

Name	Position
Jeremy Sexton	Water Resources Superintendent
Jerry Pierce	Public Works Director
Wilbur Williams	Chief Operator

Ms. Debbie Maner, with the North Carolina Rural Water Association, provided technical assistance in the voluntary Wellhead Protection Planning process. The positions responsible for implementing the plan are the Brunswick County Commissioners. They have accepted the recommendations made in the program by the WPC and they have granted the Brunswick County Water Treatment Plant Superintendent authority to implement the plan and to approve any revisions necessary to obtain approval from the NC Public Water Supply Section (PWSS). Brunswick County will begin implementation of the plan immediately following its approval by the PWSS of the North Carolina Department of Environment and Natural Resources (NCDENR) and will complete implementation within ninety (90) days.

Upon completion of the implementation phase of the WHP Plan, the individual responsible for implementation will submit notification to the Public Water Supply Section in accordance with the schedule set forth in the approved WHP Plan.

Delineation of the Wellhead Protection Area

The Aquifer Source Volume (ASV) Method

In North Carolina, the WHPA for wells withdrawing water from certain confined aquifers encompasses the area surrounding the well for which the time of travel from the outer edge of the area to the well is 10 years. A 10-year period was selected to provide time to assess the potential impact of any ground-water contamination discovered within the WHPA and for developing appropriate remediation and ground-water protection strategies for the water supply. A WHPA based on a longer time of travel may provide a greater degree of protection to the well and allow more advance warning to respond to a contamination incident within the WHPA, but it will also expand the area to manage under the WHP Plan.

WHPAs based on a 10 year time of travel from their outer edge to the pumping well can be estimated by using the ground-water velocity or by estimating the volume of the aquifer required to supply 10 years of withdrawals (i.e., the ASV method). Due to the lack of site-specific information necessary to calculate the ground-water velocity, Brunswick County has chosen the ASV method to delineate the WHPA for its water supply wells.

The volume of the aquifer that supplies withdrawals for a specified period of time can be estimated with the following equation:

$$V_P = Q\left(\frac{gal}{\min}\right) \times t_d\left(\frac{\min}{day}\right) \times \left(\frac{ft^3}{7.48\ gal}\right) \times \left(\frac{365.25\ days}{year}\right) \times \frac{P\ (years)}{n}$$

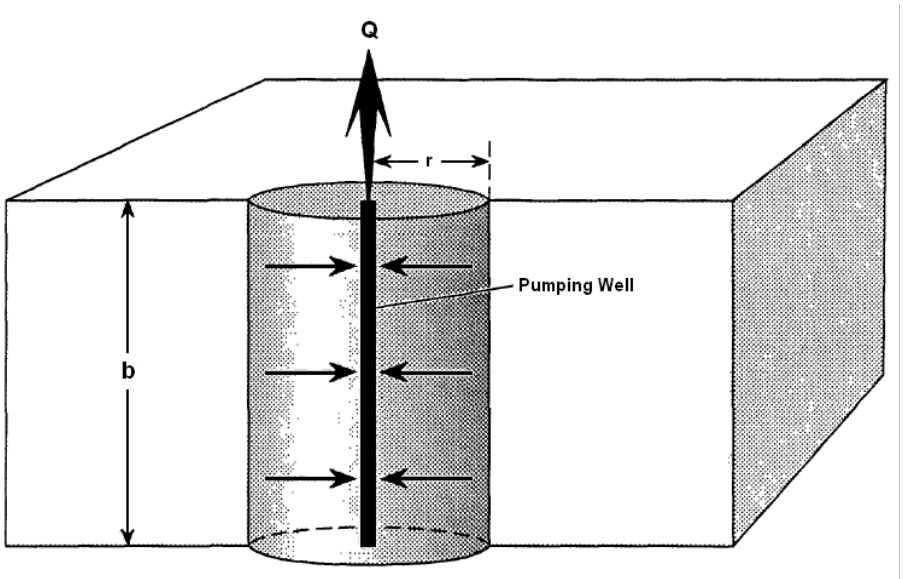
Where: V_P = the volume of aquifer in ft^3 that supplies withdrawals for period P,
Q = the well yield in gallons per minute,
t_d = the daily pumping period in minutes per day,
P = the period of withdrawals in years, and
N = the estimated porosity, dimensionless.

The well yield is the maximum sustained pumping rate possible for the well (not the daily pumping rate) as determined from a 24-hour drawdown test pursuant to North Carolina Administrative Code 15A NCAC 18C.0402(g). If well yield information is unavailable, the maximum capacity of the pump installed on the well may be substituted. The daily pumping period t_p is the number of minutes per day that the well is pumped and should equal 720 (the number of minutes in 12 hours). This value is used because State regulations require that the yield of a public water supply well provide the average daily demand in 12 hours. If the actual pumping period exceeds 12 hours, then the actual pumping period in minutes per day should be used. Using a daily pumping period t_p of 720 minutes per day, a period of withdrawal P of 10 years and an estimated porosity of 0.2, the above equation, rounded, reduces to:

$V_{10} = 1{,}800{,}000 \times Q$

Where: V_{10} = the volume of aquifer in ft^3 that supplies 10 years of withdrawals.

For ease (convenience) in applying the ASV method, it is assumed that the volume is contained in a cylinder centered on the well.



Before the radius of the cylinder, and therefore the WHPA, can be determined, it is first necessary to determine or to estimate the thickness (b) of the aquifer (or the thickness of the part of the aquifer) that supplies water to the well. Because information on well yield and aquifer thickness was available from well construction records for each well judged to be withdrawing water from the Castle Hayne aquifer, Brunswick County calculated the WHPA radii for the Castle Hayne wells by substituting the aquifer thickness, along with the calculated volume (V_{10}) into the following equation for each of these wells:

$$r = \sqrt{\frac{V_{10}}{\pi b}}$$

Where:

r = the radius in feet,
V_{10} = the volume of the aquifer, in ft^3, that supplies 10 years of withdrawals,
π = 3.1416, and
b = the aquifer thickness or the length of screened or open-hole section, in feet.

In the process of acquiring information for Brunswick County's delineations, there were Well Construction Records that either could not be found or that did not have all of the information required to complete their delineations. For Wells 11, 12, 17 and 18, the screened intervals were not known, so North Carolina's Wellhead Protection Guidelines recommend using a chart that estimates the aquifer thickness based on the pumping rates of the wells. The chart is below. The table on the following page shows the radii results using the Aquifer Source Volume Method.

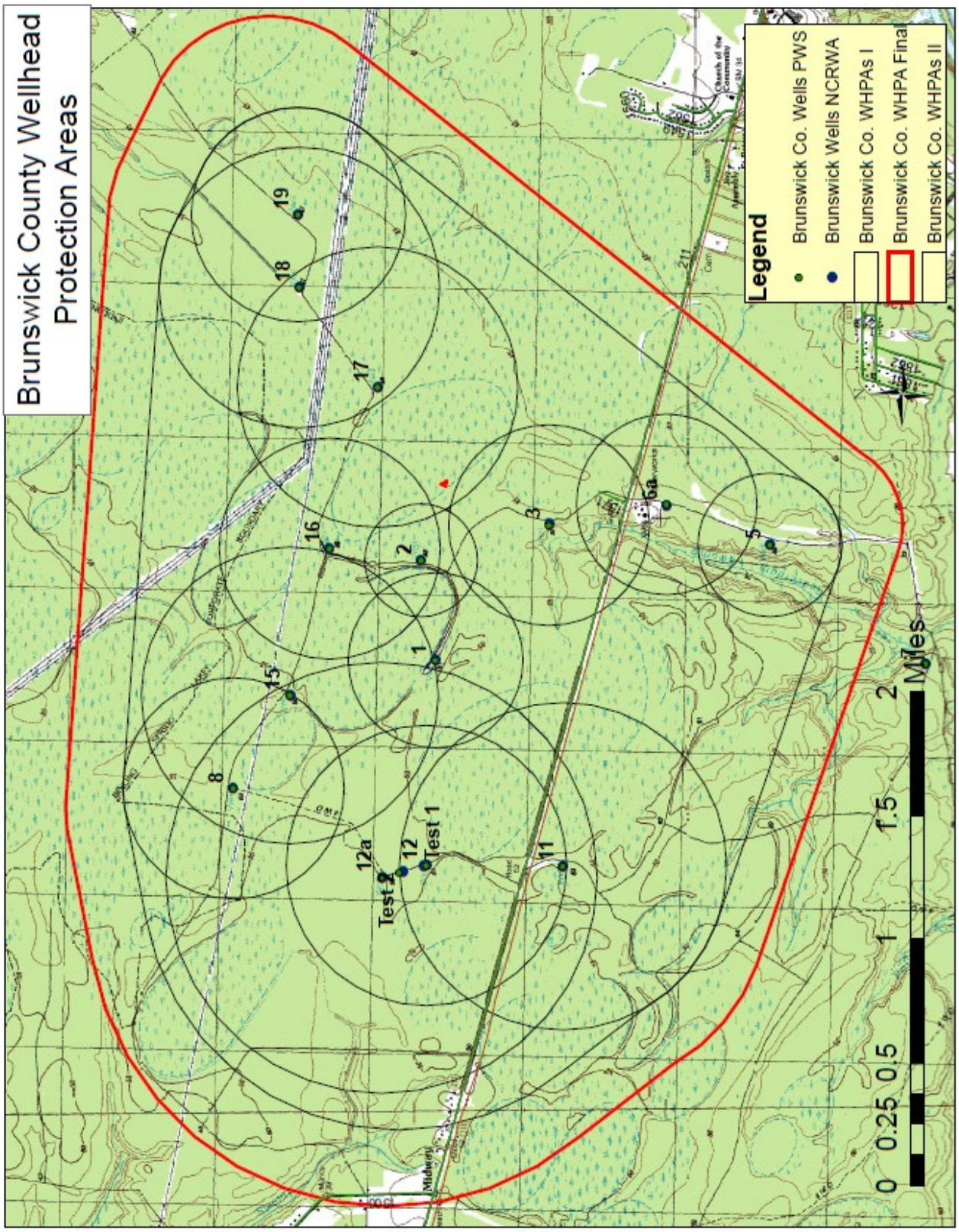
When the calculated radius was drawn around each of the fourteen wells, it resulted in Wellhead Protection Areas with significant overlap, so the outer circles edges were used to draw a large delineation around the whole wellfield. Then, the total area that was calculated for all of the wells was used to delineate an even larger area around all of the wells to compensate for the overlap. Because wells 12 and 12A were so close to each other their WHPA areas were combined into one very large circular area. The map on page 16 shows what the delineations look like. The map also shows two test wells that had been drilled, both of which have been abandoned properly according to State Regulations.

Recommended radii of WHPAs for wells withdrawing from semi-confined and highly confined aquifers.

Well Yield Q[1] (gpm)	**Maximum Permitted Withdrawal (Q_{mpw}[2]) gallons**	**Aquifer Thickness[3] (ft.)**	**Radius of WHPA (ft.) Rounded**
50	36,000	25	1,000
100	72,000	50	1,000
200	144,000	50	1,500
500	360,000	75	2,000
1000	720,000	75	3,000
2000	1,440,000	100	3,500

1 Maximum sustained well yield or maximum capacity of the pump, in gallons per minute. Read as "up to" the indicated value; e.g., for a well yield of 150 gpm, use line representing 200 gpm.
2 Maximum Permitted Withdrawal (Qmpw) based on 12 hours per day of pump operation.
3 Aquifer thickness is a value assumed on the basis of the pumping rate.

Brunswick County WHPA Calculations											
Well #	Q (gpm)	t(min/d)	P(yrs)	porosity (n)	V (ft3)	b (screen length)	WHPA radius (ft)	WHPA (sq. ft.)	WHPA (sq. mi.)	Chart	WHPA (sq. ft.)
1	250	1440	10	0.2	878943850.3	80	1870.0819	10986798	0.39		10986798.13
2	130	1440	10	0.2	457050802.1	100	1206.1666	4570508	0.16		4570508.021
3	350	1440	10	0.2	1230521390	85	2146.6448	14476722	0.52		14476722.24
5	169	1440	10	0.2	594166042.8	80	1537.5668	7427076	0.27		7427075.535
6A	300	1440	10	0.2	1054732620	90	1931.4123	11719251	0.42		11719251.34
8	450	1440	10	0.2	1582098930	90	2365.4873	17578877	0.63		17578877.01
11	708	1440	10	0.2	2489168984					3500	38484510.01
12	431	1440	10	0.2	1515299198					3000	28274333.88
12A	950	1440	10	0.2	3339986631	50	4611.1837	66799733	2.40		66799732.62
15	450	1440	10	0.2	1582098930	50	3173.6343	31641979	1.13		31641978.61
16	450	1440	10	0.2	1582098930	90	2365.4873	17578877	0.63		17578877.01
17	350	1440	10	0.2	1230521390					3000	28274333.88
18	350	1440	10	0.2	1230521390					3000	28274333.88
19	375	1440	10	0.2	1318415775	80	2290.3733	16480197	0.59		16480197.19
											322567529.3
12								28274334			
12a								66799733			
							5501.1831	95074067			


Brunswick County Wellhead Protection Areas
Legend
Brunswick Co. Wells PWS
Brunswick Wells NCRWA
Brunswick Co. WHPAs I
Brunswick Co. WHPA Final
Brunswick Co. WHPAs II
0 0.25 0.5 1 1.5 2 Miles
19
18
17
16
15
8
12a
12
Test 2
Test 1
11
2
1
3
6a
5

Potential Contaminant Source Inventory

The inventory process begins by looking at the Source Water Assessment Program Report for Brunswick County. Information from sixteen State and Federal Databases is combined into that Report, and the information is used as a starting point to research files at the various agencies. All relevant information is in the PCS table and in the summaries that follow.

Windshield Survey – A windshield survey of the entire WHPA identifies each additional potential contamination source (PCS) facility or activity that might exist within the WHPA. Onsite visits are made and additional information is obtained regarding quantity and types of contaminants kept on site. The Potential Contaminant Source list shows the sources identified during the inventory along with quantities and types of contaminants found at each site.

Septic Tanks

Brunswick County is served by a sanitary sewer system and all residents and businesses within the WHPA are connected to the wastewater system.

Abandoned Wells

Brunswick County understands that any unused wells present a possible conduit for contamination to their aquifer and is working to have them properly abandoned in accordance with standard #15A NCAC 2C .0110. Brunswick County is also looking at ways to encourage property owners to abandon any well on their property that is no longer being used.

Potential Contaminant Source Attributes
BRUNSWICK COUNTY WATER SYSTEM
PWS ID: 04-10-045, WELL #5

PCS Name	PCS ID	PCS Type	PCS Risk Rating	Street Address	City	Zip	County
Arbor Creek-Phase 8	SW8040122	NPDES Permits	H	Arbor Creek Dr	Southport	28461	Brunswick
St. James Plantation - Paladin Club Phase 3	SW8030818	NPDES Permits	H	Paladin Dr	Southport	28461	Brunswick
Traemoor @Arbor Creek Phase 7	SW8050426	NPDES Permits	H	Arbor Creek Dr	Southport	28461	Brunswick
St James Plantation-Bancroft Forest (Formerly Paladin Phase 4)	SW8051128	NPDES Permits	H	James Dr From NC 211	Bald Head Island	28461	Brunswick

PCS Name	PCS ID	Attribute	Value
Arbor Creek-Phase 8	SW8040122	Permit Type	State Stormwater
Arbor Creek-Phase 8	SW8040122	Permit Issue Date	2004-05-19
Arbor Creek-Phase 8	SW8040122	Permit Expiration Date	(null)
Arbor Creek-Phase 8	SW8040122	Receiving Stream	Beaverdam Creek
St. James Plantation - Paladin Club Phase 3	SW8030818	Permit Type	State Stormwater
St. James Plantation - Paladin Club Phase 3	SW8030818	Permit Issue Date	2005-08-24
St. James Plantation - Paladin Club Phase 3	SW8030818	Permit Expiration Date	(null)
St. James Plantation - Paladin Club Phase 3	SW8030818	Receiving Stream	(null)
Traemoor @Arbor Creek Phase 7	SW8050426	Permit Type	State Stormwater
Traemoor @Arbor Creek Phase 7	SW8050426	Permit Issue Date	2005-04-29
Traemoor @Arbor Creek Phase 7	SW8050426	Permit Expiration Date	2015-04-29
Traemoor @Arbor Creek Phase 7	SW8050426	Receiving Stream	Beaverdam Creek
St James Plantation-Bancroft Forest (Formerly Paladin Phase 4)	SW8051128	Permit Type	State Stormwater
St James Plantation-Bancroft Forest (Formerly Paladin Phase 4)	SW8051128	Permit Issue Date	2006-03-03
St James Plantation-Bancroft Forest (Formerly Paladin Phase 4)	SW8051128	Permit Expiration Date	(null)

PCS Name	PCS ID	Attribute	Value
St James Plantation-Bancroft Forest (Formerly Paladin Phase 4)	SW8051128	Receiving Stream	(null)

There are several Stormwater Permits issued for Arbor Creek and St. James Plantation developments as noted above. Stormwater control policies, strategies, and rules are designed to protect the surface waters of North Carolina from impacts of stormwater pollutants and run-off volumes. Permits are issued for industrial, municipal, and post construction (development projects) stormwater programs

Potential Contaminant Source Attributes
BRUNSWICK COUNTY WATER SYSTEM
PWS ID: 04-10-045, WELL #3

PCS Name	PCS ID	PCS Type	PCS Risk Rating	Street Address	City	Zip	County
SE Brunswick Sanitary District Administration Building	SW8060840	NPDES Permits	H	4240 Committee Dr	Southport	28461	Brunswick
OLD SOUTHPORT LF	NONCD0000156	Old Landfill Sites	H	Unknown	SOUTHPORT	Unknown	BRUNSWICK

PCS Name	PCS ID	Attribute	Value
SE Brunswick Sanitary District Administration Building	SW8060840	Permit Type	State Stormwater
SE Brunswick Sanitary District Administration Building	SW8060840	Permit Issue Date	2006-10-17
SE Brunswick Sanitary District Administration Building	SW8060840	Permit Expiration Date	2016-10-17
SE Brunswick Sanitary District Administration Building	SW8060840	Receiving Stream	Beaverdam Creek
OLD SOUTHPORT LF	NONCD0000156	Number of Sites	23
OLD SOUTHPORT LF	NONCD0000156	Site Size (Acres)	28.5699996948
OLD SOUTHPORT LF	NONCD0000156	Site Opening Date	1972
OLD SOUTHPORT LF	NONCD0000156	Site Closure Date	1984

The SWAP shows that the SE Brunswick Sanitary District Administration Building has a stormwater permit as noted above. The SE Brunswick Sanitary District Wastewater Treatment Plant is located near Southport outside the WHPA. They have four sewer collection stations in the Arbor Creek development. Those pumping stations are inspected daily, are monitored using a Supervisory Control And Data Acquisition (SCADA) system, and have all been rehabilitated in the last year. They are not considered to be a significant threat to Brunswick County's wells, but the Sanitary District Supervisor has been notified that the pumping stations are within Brunswick County's WHPA.

The Old Southport Landfill is located beside the Water Treatment Plant. It is an old municipal landfill that has been closed since 1984. There are no sampling data available near the landfill, but the PWS Section approved the construction of Well 6A near the old landfill site in 2009, and the well is sampled for VOCs and SOCs once every three years. There have not been any positive sample results. Also, the landfill site is in a location where there is a confining layer between it

and the aquifer the nearby wells use. It is in a discharge area, meaning that any contamination that might be near the surface should discharge into surface waters such as Beaverdam Swamp before it would percolate into, and become a threat to groundwater.

Midway Trading Post appears on the SWAP Map as being on Highway 211 in the southern center of the WHPA, but a Google Earth search of its address (3296 Southport Supply Road, SE), and windshield survey evidence puts its location further northeast at the intersection of Midway Road and Highway 211 outside of the WHPA.

Potential Contaminant Sources:

PCS Site	Owner/Contact	Potential Contaminant	Quantity
Shapemasters, Inc.	PO Box 11128 Southport, NC 28461-1128 910-278-1434 General Contractor Permit # 68223	Build Golf Courses Heavy Equipment Storage Fuel Tank	 2,000 Gallon
St James Maintenance, Inc.	3905 St James Drive O 910-253-7650 C 910-443-0047	Residents of St. James Plantation are not allowed to keep campers, business vehicles, etc. parked at their homes. This is a fenced in area where all manner of vehicles are parked. It is also where the maintenance for the development stores its equipment.	Vehicle fluids
Unabandoned Well	4006 St. James Drive Southport, NC 28461 800-245-3871	Well was previously used for St. James Plantation Water Supply. It is no longer being used but has not been abandoned.	Outside WHPA
Brunswick EMC	BEMC Oak Island Office 4335 Southport-Supply Rd. Southport, NC Brunswick Electric Membership Corporation P.O. Box 826, Shallotte, NC 28459 Toll Free 800-842-5871 P 910-754-4391 F 910-755-4299 Martin Register District Operation Supervisor	Electrical Maintenance equipment.	
Arbor Creek	Residential Development	Served by Municipal Sewer System	
Junkyard	Southport Supply Road MJV Holding Company LLC 232 NE 33rd Street Oak Island 28465 James and Mark Warren 910-278-7673	Numerous abandoned vehicles	Auto fluids
Brunswick Family Medicine	Slade Suchecki 3690 Southport Supply Road 910-454-4343	Medical Waste	Small Quantities

PCS Site	Owner/Contact	Potential Contaminant	Quantity
Four Paw Veterinary Hospital	500 Executive Park Blvd 910-457-pets Dr. Audra Rickman	Medical Waste	Small Quantities
Brunswick Co. EMS	Committee Drive	Gasoline Diesel ASTs	2-approximately 2,000 gallon
Ye Olde Gun Club	4140 Committee Drive Southport, NC 28461 910-523-0203	Lead?	
Old Southport Landfill	Highway 211	NONCD0000156	28 acres
Beaverdam Creek Water Treatment Plant	4305 Southport Supply Highway	NPDES Permit 5509 – supernatant from lime sludge treatment process Chemical Storage, Mixing, Handling	
SE Brunswick Sanitary District	4040 Committee Drive WWTP - Sea Pine Drive Thomas Spivey, Mgr. 910-457-1065	WQ0009106 NDP666 Permits for WW pumping stations in Arbor Creek	
Power Lines	Duke Energy P.O. Box 1090 Charlotte, NC 28201-1090 1-800-777-9898	Power lines run through the center of the WHPA, but a conversation with BEMC indicates that the lines are kept clear of vegetation using heavy equipment and not the spraying of herbicides because they are located in areas of wetlands.	

Duke Energy Power Lines

Aerial View of Junkyard on 211

Brunswick County Wellhead Protection Areas
Legend
Brunswick Co. Wells PWS
Brunswick Wells NCRWA
Brunswick Co. WHPA Final
PCSs
0 0.25 0.5 1 1.5 2 Miles
Olde Gun Club
Shapemasters, Inc.
Test 1
Test 2
MIDWAY TRADING POST
SE Brunswick Sanitary District Admin. Office
Brunswick Co. EMS
Old Southport LF
Brunswick Family Medicine
Four Paw Veterinary Hospital
Bell Swamp Creek WTP
St. James Maintenance, Inc.
St. James Plantation-Palladin Club, Phase I
St. James Plantation WWTF
Arbor Creek-Phase 8
SE BRUNSWICK SANITARY DISTRICT
Southeast Brunswick Sanitary District
Unabandoned Well
1
2
3
5
7
8
11
12
12a
15
16
17
18
19

Risk Assessment

Brunswick County's fourteen wells are located north and south of Highway 211 northeast of the small town of Southport. They are in a very rural area and most can only be accessed via a dirt road where there is very little development and very few potential contamination sources, so some wellhead areas will contain no PCSs. A few of the wells are closer to Highway 211, so there are more PCSs in those areas.

Risk Assessment Method

For each WHPA, the PCSs were ranked according to the threat each poses to the water supply wells. Each PCS was assigned a risk category of higher, moderate, or lower risk base on published information. (see appendix) This risk categorization was used in conjunction with other information in order to complete the final PCS ranking for the WHPA.

For each PCS, the "category" score was multiplied by a "proximity" score to produce a risk score for the PCS. For the given WHPA, a proximity score was assigned to each PCS with the following equation:

proximity score = 1- (distance from the well/radius of the WHPA)

The result is a relative ranking of each PCS within a given WHPA according to the threat it poses to the water supply well. Assessing the relative risk of contamination within each WHPA from the PCSs it contains allowed for a determination of (1) which water supply wells are at greatest risk of contamination, and (2) which PCSs should be considered first with respect to wellhead protection. Once the risk assessment is carried out, priorities can be set to more effectively manage the PCSs. The higher ranked PCSs are shaded in pink.

PCS Site	Risk Category	Radius	Distance Well 1 (ft.)	Proximity Score 1	Well 1	Comment
Ye Olde Gun Club	1	1870	1884	-0.01	0.0	This hunt club facility is just outside Well 1 WHPA.

PCS Site	Risk Category	Radius	Distance Well 2 (ft.)	Proximity Score 2	Well 2	Comment
Ye Olde Gun Club	1	1206	532	0.56	0.6	

PCS Site	Risk Category	Radius	Distance Well 3 (ft.)	Proximity Score 3	Well 3	Comment
Brunswick Co. EMS	2	2147	943	0.56	1.1	
Brunswick Family Medicine	1	2147	1467	0.32	0.3	
Four Paw Veterinary Hospital	1	2147	1716	0.20	0.2	
Old Southport Landfill	3	2147	1566	0.27	0.8	See description of Landfill.
Beaverdam Creek Water Treatment Plant	2	2147	2022	0.06	0.1	
Highway 211	2	2147	1487	0.31	0.6	
SE Brunswick Sanitary District SW	1	2147	663	0.69	0.7	
Highway 211	2	2147	1496	0.33	0.7	
				TOTAL	4.5	

PCS Site	Risk Category	Radius	Distance Well 5 (ft.)	Proximity Score 5	Well 5	Comment
Arbor Creek	1	1538	101	0.93	0.9	
SE Brunswick Sanitary District	3	1538	898	0.42	1.2	
				TOTAL	3.9	

PCS Site	Risk Category	Radius	Distance Well 6A (ft.)	Proximity Score 6A	Well 6A	Comment
Brunswick EMC	3	1931	483	0.75	2.2	
Beaverdam WTP	2	1931	666	0.66	1.3	
Four Paws Veterinary Center	1	1931	994	0.49	0.5	
Junkyard	3	1931	1344	0.30	0.9	
Old Southport Landfill	3	1931	1649	0.15	0.4	
Brunswick Family Medicine	1	1931	1503	0.22	0.2	
Brunswick EMS	2	1931	1752	0.09	0.2	
Highway 211	2	1931	826	0.57	1.1	
				TOTAL	6.8	

PCS Site	Risk Category	Radius	Distance Well 8 (ft.)	Proximity Score 8	Well 8	Comment
Duke Energy Power Lines	1	2365	309	0.87	0.9	
				TOTAL	0.9	

PCS Site	Risk Category	Radius	Distance Well 11 (ft.)	Proximity Score 11	Well 11	Comment
Highway 211	2	3500	309	0.91	1.8	
Shapemaster, Inc.	2	3500	2334	0.33	0.7	
				TOTAL	2.5	

PCS Site	Risk Category	Radius	Distance Well 12 (ft.)	Proximity Score 12	Well 12	Comment
Highway 211	2	3000	2032	0.32	0.6	
Shapemaster, Inc.	2	3000	640	0.79	1.6	
				TOTAL	2.2	

PCS Site	Risk Category	Radius	Distance Well 12A (ft.)	Proximity Score 12A	Well 12A	Comment
Highway 211	2	4611	2032	0.56	1.1	
Shapemaster, Inc.	2	4611	2899	0.37	0.7	
				TOTAL	1.9	

PCS Site	Risk Category	Radius	Distance Well 15 (ft.)	Proximity Score 15	Well 15	Comment
Duke Energy Power Lines	1	3174	568	0.82	0.8	
				TOTAL	0.8	

PCS Site	Risk Category	Radius	Distance Well 16 (ft.)	Proximity Score 16	Well 16	Comment
Duke Energy Power Lines	1	2365	709	0.70	0.7	
				TOTAL	0.7	

PCS Site	Risk Category	Radius	Distance Well 17 (ft.)	Proximity Score 17	Well 17	Comment
Duke Energy Power Lines	1	3000	1155	0.62	0.6	
				TOTAL	0.6	

PCS Site	Risk Category	Radius	Distance Well 18 (ft.)	Proximity Score 18	Well 18	Comment
Duke Energy Power Lines	1	3000	602	0.80	0.8	
				TOTAL	0.8	

PCS Site	Risk Category	Radius	Distance Well 19 (ft.)	Proximity Score 19	Well 19	Comment
Duke Energy Power Lines	1	2290	801	0.65	0.7	
				TOTAL	0.7	

Risk Assessment Summary

Taking into consideration the nature and number of PCSs and the location of each PCS in relation to the well's location in the WHPA, a ranking of the vulnerability of the water supply wells is as follows with number 1 being the highest risk:

1. Well #6A
2. Well #3
3. Well #5
4. Well #11
5. Well #12
6. Well #12A
7. Well #8
8. Well #15
9. Well #18
10. Well #16
11. Well #19
12. Well #17
13. Well #2
14. Well #1

Management of the Wellhead Protection Area

There are two methods of managing a Wellhead Protection Area. They are regulatory and non-regulatory. Brunswick County has chosen the non-regulatory management method.

A Wellhead Protection Brochure (tri-fold) or newsletter will be delivered to each resident, business, agricultural operation and industry within the Wellhead Protection Area. Copies of this brochure or letter will be made available at the Brunswick County Water Department and other locations deemed necessary for public education on Wellhead Protection. In general, the brochure or letter will convey to each citizen/business the following information:

1- An explanation of what groundwater is and the number of wells in their particular system

2- An explanation of what a Wellhead Protection Program is
3- Sources of groundwater pollution
4- Phone numbers to contact for more information
5- Tips on protecting their water supply such as:
   - Proper disposal of household hazardous wastes and oils (i.e., not disposed of through septic systems, pouring on ground, or through regular garbage collection)
   - Proper use and storage of fertilizers and pesticides
   - Proper maintenance of home heating oil tanks and septic systems

Brunswick County will provide information to each business, industry, and farm located within the WHPAs on waste handling practices, best management practices, standard operating procedures, and waste oil disposal methods which could be employed to reduce the potential for ground water contamination. Brunswick County will also provide information regarding the North Carolina Division of Environmental Assistance and Outreach (DEAO) to each business, industry, and farm located within the WHPA. Owners/operators of potential contamination sources will be encouraged to contact the DEAO. The DEAO provides free technical and other non-regulatory assistance to reduce the amount of waste released into the air and water and on the land. The DEAO serves as a central repository for waste reduction and pollution prevention information. The DEAO emphasizes waste reduction through pollution prevention, encourages companies and government agencies to go beyond compliance, and provides information about the environmental permitting process. This information is provided at no charge to North Carolina businesses, industries, government agencies, and the general public upon request. For additional information, the DEAO may be contacted at 1-877-623-6748 or to report an environmental emergency, call 1-800-858-0368. Their website is http://portal.ncdenr.org/web/deao/.

Personnel in Brunswick County will be educated on Wellhead Protection and steps they can take to reduce the potential for contamination (e.g., information about best management practices, standard operating procedures, waste handling practices, etc.). Brunswick County will also contact the North Carolina Division of Environmental Assistance and Outreach (DEAO) to investigate steps that the County can take to reduce the amount of waste released into the air and water and on the land at County owned and/or managed facilities.

Owners of improperly constructed/abandoned wells within the WHPAs will be provided information regarding the threat posed to the water supply by these wells. Owners of improperly constructed/abandoned wells will be encouraged to have these wells properly abandoned in accordance with NC's well construction standards found at 15A NCAC 2C.0100, "Criteria and Standards Applicable to Water Supply and Certain Other Wells". If information exists that a well

is improperly constructed or is contributing to the contamination of groundwater, Brunswick County will notify the Aquifer Protection Section, Division of Water Quality.

All owners/operators of regulated underground storage tanks (USTs) and other facilities subject to federal and/or state regulations located within the WHPA will be requested to supply documentation that their facility is in compliance with said regulations. Operators of UST's will be asked to supply the town with a copy of their UST permit. If any UST sites are found to be non-compliant, the Underground Storage Tank Section of the State Division of Waste Management will be notified. There are no such facilities within the WHPA at this time.

If an abandoned UST site is found, Brunswick County will contact the North Carolina Division of Waste Management, UST Section, to determine if a closure report was submitted demonstrating that no soil or groundwater contamination was identified during the removal of UST's. If a closure report was not submitted, Brunswick County will notify the UST Section of the location of the facility within the WHPA and its proximity to a public water supply well.

For soil or ground-water contamination incidents occurring within the WHPA, Brunswick County will contact the State agencies with oversight responsibilities for remediation to determine if remediation efforts are proceeding in a timely fashion and in accordance with any schedules established by these agencies. Through this process, the County will bring to the attention of the State agencies with oversight responsibilities for remediation any failures by the responsible parties to comply with required monitoring and corrective action. Brunswick County will also notify the State agencies with oversight responsibilities for remediation of the location of the facility within the WHPA and its proximity to a public water supply well. There are no such facilities within the WHPA at this time.

Household Hazardous Waste Collection in Brunswick County - notification for a fall event. There is also an event held every spring.

The Brunswick County Solid Waste Department will be at South Brunswick Middle School from 9 am to 2 pm to collect household hazardous waste. Items will be taken free of charge from Brunswick County Residents. Must show proof of Brunswick County residency.

Some items that are accepted at the HHW collection are various paints, stains, insecticides, herbicides, household cleaners, automotive fluids, pool chemicals, batteries, fluorescent bulbs, CFL's, and aerosol cans. For items not mentioned please contact the Brunswick County Solid Waste Department at 910-253-2524. All items brought to the event must be labeled. The staff onsite reserves the right to refuse any item brought to the event.

Electronics are not included in the HHW collection. They are recycled year round at the Brunswick County Landfill. There is no charge for this service.

The fall HHW event is sponsored by Brunswick County Solid Waste/Recycling department and the North Carolina Department of Agriculture and Consumer Services and NCCES.

All farms, residents, businesses, and industries in the WHPAs with septic tanks and home heating oil tanks will be distributed a copy of the Wellhead Protection Brochure and any other information Brunswick County can obtain from County and/or State agencies on proper septic tank and heating oil tank maintenance.

Any automotive repair shops in the Wellhead protection area currently, and any new businesses that move into the Wellhead Protection Area that produce auto wastes (oils, acids, anti-freeze, etc.)

will be provided information on waste handling practices, best management practices, standard operating procedures, and waste oil disposal methods which could be employed to reduce the potential for ground water contamination. They will also be provided with information regarding the North Carolina Division of Environmental Assistance and Outreach (DEAO) Owners/operators of these facilities will be encouraged to contact the DEAO. There are no such facilities within the WHPA at this time.

Brunswick County will contact all facilities or agricultural operations within the WHPAs with pesticide storage or otherwise involved with the application of pesticides to ensure that they are pesticide operators licensed by the State of North Carolina and that proper records are maintained to ensure that all NC Pesticide Laws are adhered to. Brunswick County will provide information to these facilities or agricultural operations on waste handling practices, best management practices, standard operating procedures, and proper waste disposal methods which could be employed to reduce the potential for ground water contamination. These facilities will also be provided with information regarding the North Carolina Division of Environmental Assistance and Outreach (DEAO). There are no such facilities within the WHPA at this time.

Brunswick County will notify any individual, industry, business, or government agency installing or planning to install a regulated underground storage tank within the wellhead protection area of the following regulation:
North Carolina Underground Storage Tank (UST) Regulation 15A NCAC 2N .0301 stipulates specific siting and secondary containment requirements for UST systems installed after January 1, 1991. The rule is summarized as follows:
(1) No UST system may be installed within 100 feet of a public water supply well or within 50 feet of any other well used for human consumption.
(2) Secondary containment is required for UST systems within 500 feet of a well serving a public water supply or within 100 feet of any other well used for human consumption.
Violations of this regulation will be reported to the Division of Waste Management, Underground Storage Tank Section. The UST Section will also be notified of the location of the facility within the WHPA and its proximity to a public water supply well or any other well used for human consumption.

A regulated UST system is any underground storage tank and associated piping that contains petroleum (including gasoline, diesel and used oil) or a hazardous substance as defined by the State rules (15A NCAC 2N). Tanks containing heating oil for use on the premises where stored are not regulated.

Facilities with an underground buried storage capacity of more than 42,000 gallons of oil, or an aggregate above ground storage capacity greater than 1320 gallons of oil, or an above ground storage capacity of a single container in excess of 660 gallons are subject to the Oil Pollution Prevention regulations contained in Federal Regulations found at 40 CFR 112. These facilities must prepare and implement a Spill Prevention Control and Countermeasures (SPCC) Plan. The Association should verify the status of the SPCC Plan for each subject facility located within the WHPA. The North Carolina General Statutes require registration of any facilities storing more than 21,000 gallons of petroleum product. Subject facilities not in compliance with these regulations should be notified of their regulatory responsibility under this regulation. The Association should also notify the Division of Water Quality, Aquifer Protection Section if such facilities do not promptly come into compliance.

Brunswick County will contact the Division of Water Quality regarding facilities permitted to discharge wastewater to the land surface (Non-NPDES Permitted Facilities) to determine if any

such operations located within the WHPA are in compliance with applicable regulatory and permit requirements pertaining to environmental protection such as routine monitoring and reporting requirements. Notification will be made to the Division of Water Quality if it is determined that the facility has failed to maintain compliance with any regulatory and/or permit requirements pertaining to environmental protection such as routine monitoring and reporting requirements.

Brunswick County will contact the Division of Water Quality regarding facilities with NPDES permits to determine if all such NPDES discharges are in compliance with applicable regulatory and permit requirements pertaining to environmental protection such as routine monitoring and reporting requirements. Notification will be made to the Division of Water Quality if it is determined that the facility has failed to maintain compliance with any regulatory and/or permit requirements pertaining to environmental protection such as routine monitoring and reporting requirements. Brunswick County Water Department will maintain compliance with conditions in the NPDES permits to discharge supernatant from lime sludge produced during the treatment process.

Brunswick County will contact the Division of Water Quality (DWQ) regarding any lagoon or hog farm located within its WHPAs. The Association will inform the DWQ of the lagoon or hog farm's location within a WHPA and its proximity to a public water supply well. It will also determine if the facility is in compliance with any regulatory and permit requirements pertaining to environmental protection such as routine monitoring and reporting requirements. Notification will be made to the Division of Water Quality if it is determined that the facility has failed to maintain compliance with any regulatory and/or permit requirements pertaining to environmental protection such as routine monitoring and reporting requirements. There are no such facilities within the WHPA at this time.

Brunswick County will contact all facilities within the WHPAs with pesticide storage or otherwise involved with the application of pesticides to ensure that they are pesticide operators licensed by the State of North Carolina and that proper records are maintained to ensure that all NC Pesticide Laws are adhered to. Brunswick County will provide information to these facilities on waste handling practices, best management practices, standard operating procedures, and proper waste disposal methods, which could be employed to reduce the potential for ground water contamination. These facilities will also be provided with information regarding the North Carolina Division of Environmental Assistance and Outreach (DEAO). There are no such facilities within the WHPA at this time.

Emergency Contingency Plan

The primary person responsible for implementing the emergency contingency plan is the Water Resources Superintendant. The secondary (back-up) person responsible for implementation is the Chief Operator.

Should a major oil or chemical spill occur within the Wellhead Protection Area, appropriate emergency agencies will be notified. The first of these would include the Brunswick County Fire Department and the Brunswick County Emergency Coordinator.

Fire Department
911
Brunswick County Emergency Services
Mailing Address: PO Box 249, Bolivia, NC 28422
Physical Address: 3325 Old Ocean Hwy.,Building C, Bolivia, NC 28422
Phone Number: **(910) 253-5383** Fax Number: (910) 253-4451

If power is lost to the wells, there is one large generator and two mobile generators that can provide power to pump the wells until power is restored.

If evidence exists that indicates that a well is contaminated, it will immediately be taken off line and not returned to service until it is determined that water quality from the impacted well is in compliance with standards governing public water supplies.

If one of Brunswick County's wells were to become contaminated, it would be isolated from the rest of the system by shutting -off valves. If it were determined that contaminants had entered the distribution system, residents would be notified by radio, TV, newspaper, door-hangers, etc. not to drink the water until further notice.

The regional office of the Public Water Supply Section would be notified immediately of the situation and asked for assistance. Sampling (i.e. bacteriological, VOC's, SOC's, etc.) would begin to determine the contaminant involved and the extent of contamination. A systematic flushing of the distribution system would begin with follow-up sampling conducted as needed until the system was determined to be free of contamination and in compliance with standards governing public water supplies.

After consultation with the Public Water Supply Section, residents would be notified that the town's water was once again safe for consumption.

Short term contingency plan – Brunswick County has the capacity to store 5.25 million gallons of water in its system. It uses an average of 2.86 MGD so if an emergency occurred with its wells they would have less than two day's worth of water, if its tanks were filled to capacity.

Long term contingency plan – There are two interconnections with the Northwest Water Treatment Plant, one on Rt. 133 and one on Rt. 211, and water can be received from that system in the case of a long term emergency.

Emergency Contact Numbers and Additional Resources:

Name	Resource
Primary person responsible for implementing emergency contingency plan Jeremy Sexton – Water Resources Superintendent Work 910-454-0512 Cell 910-477-0918	Emergency Response
Secondary person Wilber Williams – Chief Operator Cell 910-612-0913	Emergency Response
Local Resources: Brunswick County Health Department 910-253-2250 888-428-4429 **Brunswick Community Hospital** 1 Medical Center DR PO Box 139 Supply, NC 28462 910-755-8121 **J Arthur Dosher Memorial Hospital** 924 Howe St. Southport , NC 28461 910-457-3800 **Southport Police Department** 911 **Brunswick County Offices** PO Box 249 Bolivia, NC 28422 **Location:** David R. Sandifer County Administration Building 30 Government Center Drive, Bolivia **Phone:** 910-253-2000 **E-mail:** admin@brunsco.net **Brunswick County Sheriff** 911	Emergency Response
Local Newspaper **Mailing Address:** The Brunswick Beacon PO Box 2558 Shallotte NC 28459 **Physical and Shipping Address:** The Brunswick Beacon 208 Smith Ave Shallotte NC 28470	Public Notification

Main Phone: 910-754-6890 **Fax:** 910-754-5407	
Public Water Supply Section 1634 Mail Service Center Raleigh, NC 27699-1634 919-715-2853	Technical Assistance Regulatory guidance
NC Department of Environment & Natural Resources, Wilmington Regional Office 127 Cardinal Drive Extension Wilmington, NC 28405 910-796-7215	Regional Water Quality Section, Public Water Supply Section, UST Section, Groundwater Section, Hazardous Waste Section Spills, Regulatory information and technical assistance
Department of Transportation State Traffic Engineer Mr. Ken Ivey 1561 Mail Service Center Raleigh, North Carolina 27699-1561 Local Office –	WHPA Signs, emergency spill notification
National Guard Armory 5050 Main Street Shallotte, NC 28470 910-754-6821	Emergencies, as available: Generators, 400-gallon water trailers, bottled water, transportation
NC Rural Water Association Post Office Box 590 Welcome, NC 27374 336-731-6963	Technical assistance Education
North Carolina Cooperative Extension Service Campus Box 7602 North Carolina State University Raleigh, NC 27695-7602 919-515-2811 www..bae.ncsu.edu	Educational brochures, publications
US EPA Regional Office AST/SPCC Program Region IV 61 Forsyth Street Atlanta, GA 30365-3415 404-562-8761 www.epa.gov/oilspill	Above ground storage tank information
US EPA Regional Office GW & UIC Section Region IV Atlanta Federal Center 61 Forsythe St. Atlanta, GA 30303-8960 www.epa.gov	Educational brochures, publications
North Carolina Division of Environmental Assistance and Outreach (DEAO) 1639 Mail Service Center	Technical and non-regulatory assistance to reduce waste

Raleigh, NC 27699-1639 1-877-623-6748 or to report an environmental emergency, call 1-800-858-0368 http://portal.ncdenr.org/web/deao/.	
National Small Flows Clearinghouse West Virginia University Post Office Box 6064 Morganton, WV 26506-6064 800-624-8301 www.nesc.wvu.edu/nsfc/nsfc_index.htm	Pamphlets, brochures, training aids

Public Participation

Brunswick County posted a notice in its local newspaper explaining to its citizens what a Wellhead Protection Plan is and how they have the opportunity to review Brunswick County's WHPP and make comments (example below). Substantive comments received from the public will be incorporated into the final version of Brunswick County's WHPP. A copy of the public notification showing the date the notification was published is included with this document. A link to a copy of the completed Plan will be placed on Brunswick County's website (http://www.brunsco.net/) for further public review and comment.

Public Notification Example

Brunswick County, with assistance from the North Carolina Rural Water Association, is in the process of developing a Wellhead Protection Plan. This is a voluntary program intended to assist in protecting the County's water supply from contamination, and to identify vulnerable areas around their wells called "Wellhead Protection Areas." Another goal of this plan is to make residents and businesses aware that chemicals and other pollutants spilled or dumped in the vicinity of the "Wellhead Protection Areas" can be drawn into the wells, possibly contaminating the County's drinking water supply.

A draft copy of the Wellhead Protection Plan is available for review and comment at the_____. The public is invited to review the plan, and submit any comments or suggestions to Brunswick County. All written comments will be reviewed by the Wellhead Protection Committee, and any suggestions or comments that may be beneficial will be incorporated into the plan.

If you have any questions or comments, please contact Brunswick County Water Resources Superintendent, Jeremy Sexton at 910-454-0512.

Underlined portion is required. Time period and other wording is optional.

A copy of this notice will be forwarded to the PWS.

New Public Water Supply Wells

Brunswick County will amend its Wellhead Protection Plan to include any new well(s) added to its water system. The following steps will be taken to address any new wells added to the water system.

1. Develop a preliminary WHPA for the proposed well in order to determine the area of vulnerability.
2. Develop a contaminant source inventory for the preliminary WHPA.
3. Submit the information obtained in items 1 and 2 above to the WPC committee identified in Section 1. Any information required by the Public Water Supply Section (PWSS) relating to the development and construction of new public water supply (PWS) wells must also be submitted.
4. If the WPC committee grants provisional approval of the proposed WHP Plan and the PWSS grants approval to construct or expand the PWS well or well system, then work may proceed with well construction.
5. Finalize the WHPA delineation for the new well.
6. Finalize the contaminant source inventory for the WHPA.
7. Submit finalized WHPA and contaminant source inventory to the WPC committee.
8. Once approval is received, implement any necessary regulatory and or non-regulatory potential source management practices.
9. Submit the amended WHP Plan and all necessary supporting information to the PWSS for review and approval.

Future Wellhead Protection

Brunswick County is aware that an effective local Wellhead Protection (WHP) Program is an ongoing process requiring monitoring of the Wellhead Protection Area (WHPA) and periodic review and updating of an approved WHP Plan. Therefore, Brunswick County's WHP Committee will monitor the WHPA for any new or previously unidentified potential contaminant sources (PCSs) and activities occurring within the approved WHPA. Brunswick County will amend the PCS inventory and other Plan components (e.g. the management strategies, emergency contingency plan, etc.) as necessary to incorporate any new threats to the County's ground-water source of drinking water. Additionally, the PCS inventory will be updated annually using the same procedures used to develop the original PCS inventory. Brunswick County will also fully update the WHP Plan every five years or at any time a new well is constructed for use with the County's water supply system or a major land use change occur within a WHPA. The individual responsible for implementation of the WHP Plan will submit notification to the Public Water Supply Section annually upon completion of the PCS inventory update or immediately following the completion of a major revision. Any amended or revised sections of the approved WHP Plan resulting from an update or revision will also be submitted upon completion.

References

Heath, Ralph C., Johnson, M. Gale. (2003). The North Carolina Wellhead Protection Program Guide. North Carolina Public Water Supply Section

NC Department of Environment and Natural Resources, Division of Waste Management, Inactive Hazardous Waste Sites Section, 1601 Mail Service Center, Raleigh, NC 27699-1601, 217 W. Jones St., Archdale Building 512 N. Salisbury St., Toll Free: (877) 623-6748

Southeast Brunswick Sanitary District, 4240 Committee Drive SE, Southport, NC 28461, 910-457-0006, FAX 910-457-4755

Brunswick County website - http://www.brunswickcountync.gov/

Glossary of acronyms and abbreviations

EPA-Environmental Protection Agency
WiRO-Wilmington Regional Office
DWQ-Division of Water Quality
UST-Underground Storage Tank
AST-Above ground Storage Tank
VOC-Volatile Organic Compound
SOC-Semi-volatile Organic Compound
NCDEH-North Carolina Department of Environmental Health
PWS-Public Water Supply
PWSS-Public Water Supply Section
NCDENR-North Carolina Department of Environment and Natural Resources
WPC-Wellhead Protection Committee
WHPP-Wellhead Protection Program
WHPA-Wellhead Protection Area
GPM-gallons per minute
GPD-gallons per day
PPM-parts per million
Ppb-parts per billion
CAP-Corrective Action Plan
NOV-Notice of Violation
PCS-Potential Contamination Source
DWM-Division of Waste Management
NPDES-National Pollutant Discharge Elimination System
SPCC-Spill Prevention Control and Countermeasures
UIC-Underground Injection Control
DPPEA-Division of Pollution Prevention and Environmental Assistance
SWAP – Source Water Assessment Program
PIRF – Pollution Incident Reporting Form

Appendix

Databases used in the Source Water Assessment Program (SWAP) and Searched during the PCS inventory.

Name: Animal Operations

Description:
This database contains permitted facilities for animal operations consisting of swine, cattle, poultry and horse farms that are required to have Certified Animal Waste Management Plans (CAWMP). Division of Water Quality (DWQ) rules mandated that all facilities in operation prior to January 1, 1994 register with the division. Since January 1, 1994 any new facilities were required to obtain a CAWMP before starting their animal operation. In addition, any facilities in operation prior to January 1, 1994 were required to obtain a CAWMP by December 31, 1997. As of January 1, 1997 all new facilities were required to obtain a permit from DWQ prior to construction and be certified prior to startup, and all existing facilities were to be permitted by DWQ over the next 5 years.

Source of Data:
Data was obtained from the Division of Water Quality, Aquifer Protection Section, Animal Operations Program in June of 2004. For additional information about this data, contact the Animal Operations staff by phone at 919-733-3221 or visit their web site.

Name: CERCLIS Sites

Description:
The Superfund program was created by the Comprehensive Environmental Response, Compensation, and Liability Act, amended by the Superfund Amendments and Reauthorization Act. The acts established authority for the government to respond to the release/threat of release of hazardous wastes, including cleanup and enforcement actions. Long-term cleanups at National Priority List sites last more than a year while short term /emergency cleanups are usually completed in less than a year. CERCLIS is a database used by the U.S. Environmental Protection Agency to track activities conducted under its Superfund program. CERCLIS contains data on potentially hazardous waste sites that have been reported to the EPA. Sites are investigated because of a potential for releasing hazardous substances into the environment are added to the CERCLIS inventory. EPA learns of these sites through notification by the owner, citizen complaints, state and local government identification, and investigations by EPA programs other than Superfund. Specific information is tracked for each individual site.

Source of Data:
Data was obtained from the Environmental Protection Agency, Region 4 office in September of 2004. For additional information about this data, contact the EPA Region 4 Waste Management Division or visit their web site.

Name: NPL Sites

Description:
The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), amended by the Superfund Amendments and Reauthorization Act, created the Superfund program. The acts established authority for the government to respond to the release/threat of release of hazardous wastes, including cleanup and enforcement actions. Long-term cleanups at National Priority List (NPL) sites last more than a year while short term /emergency cleanups are usually completed in less than a year. Sites are listed on the NPL upon completion of a Hazard Ranking System (HRS) screening, public solicitation of

comments about the proposed site, and after all comments have been addressed. Section 105(a)(8)(B) of, CERCLA as amended, requires that the statutory criteria provided by the HRS be used to prepare a list of national priorities among the known releases or threatened releases of hazardous substances, pollutants, or contaminants throughout the United States. This list, which is Appendix B of the National Contingency Plan, is the NPL.
The identification of a site for the NPL is intended to guide EPA in determining which sites warrant further investigation to assess the nature and extent of the human health and environmental risks associated with a site, identifying what CERCLA-financed remedial actions may be appropriate, notifying the public of sites EPA believes warrant further investigation; and serving notice to potentially responsible parties that EPA may initiate CERCLA-financed remedial action. Inclusion of a site on the NPL does not in itself reflect a judgment of the activities of its owner or operator, it does not require those persons to undertake any action, nor does it assign liability to any person. The NPL serves primarily informational purposes, identifying for the States and the public those sites or other releases that appear to warrant remedial actions.

Source of Data:
Data was obtained from the Environmental Protection Agency, Region 4 office in September of 2004. For additional information about this data, contact the EPA Region 4 Waste Management Division or visit their web site.

Name: Non-Discharge Permits

Description:
The non-discharge database identifies industrial and municipal facilities that are permitted to operate any sewer system, treatment works, disposal system, petroleum contaminated soil treatment system, animal waste management system, storm water management system or residual disposal/utilization system which does not discharge to surface waters of the state, including systems which discharge waste onto or below land surface.

Source of Data:
Data was obtained from the Division of Water Quality, Aquifer Protection Section in July of 2004. For additional information about this data, contact the Division of Water Quality staff by phone at 919-733-3221 or visit their web site.

Name: NPDES Permits

Description:
The National Pollutant Discharge Elimination System (NPDES) database identifies facilities permitted for the operation of point source discharges to surface waters in accordance with the requirements of Section 402 of the Federal Water Pollution Control Act. Point sources are discrete conveyances such as pipes or man-made ditches. Industrial, municipal, and other facilities must obtain permits if their discharges go directly to surface waters. The NPDES permit program controls water pollution by regulating point sources that discharge pollutants into public waters.

Source of Data:
Data was obtained from the Division of Water Quality, Surface Water Protection Section in July of 2004. For additional information about this data, contact the Division of Water Quality staff by phone at 919-733-7015 or visit their web site.

Name: Old Landfill Sites

Description:
This database contains sites that are old municipal landfillls or dump sites which were not permitted since they pre-existed the effective date of the solid waste permitting rules. These sites are not currently in operation.

Source of Data:
Data was obtained from the Division of Waste Management, Superfund Section Inactive Hazardous Sites Branch (IHSB) in July of 2004. For additional information about this data, contact the Division of Waste Management staff by phone at 919-733-4996. Since 2000 the IHSB has conducted a geographic inventory of the old landfills in 38 eastern counties. Although they are working to inventory the old landfill sites statewide, the geographic locations of these sites in the remaining counties are much less reliable. You may contact the IHSB for a list of the 38 counties.

Name: PCB Sites

Description:
This database identifies generators, transporters, commercial storers and/or brokers and disposers of Polychlorinated Biphenyls (PCBs). Concern over the toxicity and persistence in the environment of PCBs resulted in the Toxic Substances Control Act that prohibited the manufacture, processing, and distribution in commerce of PCBs. Thus, TSCA legislated true "cradle to grave" (i.e., from manufacture to disposal) management of PCBs in the United States. PCBs are mixtures of synthetic organic chemicals with the same basic chemical structure and similar physical properties ranging from oily liquids to waxy solids. Due to their non-flammability, chemical stability, high boiling point and electrical insulating properties, PCBs were used in hundreds of industrial and commercial applications including electrical, heat transfer, and hydraulic equipment, plastics and rubber and many other applications.

Source of Data:
Data was obtained from the Environmental Protection Agency, Office of Pollution Prevention and Toxics in December of 2000. As of September 2004 this data set has not substantially changed. For additional information about this data, contact the PCB staff at 202-566-0500 or visit their web site.

Name: Pollution Incidents

Description:
This database contains information regarding the release of pollutants into the environment that have or are likely to have, impact on the groundwater resources of the State. The initial information regarding these releases is usually obtained from concerned citizens or responsible parties, who report a release to the Department of Environment and Natural Resources. After an incident is reported, regional office staff investigate the reported incident and enter the results of their investigation into a statewide database. This database contains an inventory of reported incidents from a variety of sources, such as leaking storage tanks, tanker spills, animal feedlots, stockpiles and etc. Substances released into the environment include gasoline and other related compounds, chemicals, nitrates, pesticides, and other organic and inorganic contaminants.

Source of Data:
There are two main sources for this data. The Division of Waste Management, Underground Storage Tank Section provided information on the pollution incidents that resulted from a leaking underground

storage tank. The Division of Water Quality, Aquifer Protection Section provided information on all other pollution incidents. In August of 2004 data was obtained from the Underground Storage Tank Section. For additional information about this data, contact the UST section staff by phone at 919-733-9413 or visit their web site. In June of 2004 data was obtained from the Division of Water Quality, Aquifer Protection Section. For Additional information contact the Aquifer Protection Section staff by phone at 919-733-3221.

Name: Hazardous Waste Generators / Transporters

Description:
This database has records for all hazardous waste, generators, and transporters as defined by the Resource Conservation Recovery Act (RCRA). Hazardous waste as defined by RCRA is waste material that exhibits ignitability, corrosivity, reactivity, or toxicity. Hazardous waste comes in many shapes and forms. Chemical, metal, and furniture manufacturing are some examples of processes that create hazardous waste. RCRA tightly regulates all hazardous waste from "cradle to grave" (i.e., from manufacture to disposal).

Source of Data:
Data was obtained from the Environmental Protection Agency, Region 4 office in August of 2004. For additional information about this data, contact the EPA Region 4, Waste Management Division staff by phone at 404-562-8440 or visit the web site.

Name: RCRA TSD Sites

Description:
Treatment/Storage/Disposal or TSD sites are facilities that are engaged in the activities of the treatment, storage, or disposal of hazardous waste. Under the Resource Conservation Recovery Act (RCRA) TSD activity can occur only at facilities that received or stored hazardous waste after November 19, 1980, the effective date of the RCRA regulations.

Source of Data:
Data was obtained from the Environmental Protection Agency, Region 4 office in August of 2004. For additional information about this data, contact EPA Region 4, Waste Management Division staff by phone at 404-562-8440 or visit their web site.

Name: Septage Disposal Sites

Description:
This database contains information on permitted, dedicated sites where septage is land applied. The septage management program assures that septage (a fluid mixture of untreated and partially treated sewage solids, liquids and sludge of human or domestic origin that is removed from a septic tank system) is managed in a responsible, safe and consistent manner across the state.

Source of Data:
Data was obtained from the Division of Waste Management, Solid Waste Section in June of 2004. For additional information about this data, contact the Division of Waste Management staff by phone at 919-733-4996.

Name: Soil Remediation Sites

Description:
This database contains information on permitted, dedicated sites where soil contaminated by leaking petroleum or chemical storage tanks can be taken for bioremediation. Bioremediation is a treatment process that uses naturally occurring microorganisms (yeast, fungi, or bacteria) to break down, or degrade, hazardous substances. These microorganisms break down organic compounds such as petroleum products that are hazardous to humans into harmless products -- mainly carbon dioxide and water.

Source of Data:
Data was obtained from the Division of Waste Management, Underground Storage Tank Section in September of 2004. For additional information about this data, contact the Division of Waste Management staff by phone at 919-733-9413 or visit their web site.

Name: Solid Waste Facilities

Description:
Solid waste includes garbage, construction debris, commercial refuse, sludge from water supply or waste treatment plants, or air pollution control facilities, and other discarded materials. The database contains an inventory of closed, unlined landfills that were primarily operated by municipalities.
How to manage solid waste has been a problem for decades. In the early 1960s, cities and towns across the country practiced open air burning of trash. In response, Congress passed the Solid Waste Disposal Act in 1965 as part of the amendments to the Clean Air Act. This was the first federal law that required environmentally sound methods for disposal of household, municipal, commercial, and industrial waste. But the initial design of the "sanitary" landfill fouled ground water, soil, surface water, and air because of improper disposal methods. Engineers have since designed new liners and leachate treatment systems to prevent environmental degradation.

Source of Data:
Data was obtained from the North Carolina Division of Waste Management, Solid Waste Section in August of 1999. As of August 2004 no changes have been made to this data. For additional information about this data, contact the Division of Waste Management staff by phone at 919-733-4996 or visit their website.

Name: Tier II Sites

Description:
This database contains an inventory of facilities that store types and amounts of hazardous materials and are subject to the reporting requirements of SARA Title III Section 312, Emergency Planning and Community Right to Know Act. Tier II forms require basic facility identification information, employee contact information for both emergencies and non-emergencies, and information about chemicals stored or used at the facility including:

- The chemical name or the common name as indicated on the MSDS;
- An estimate of the maximum amount of the chemical present at any time during the preceding calendar year and the average daily amount;
- A brief description of the manner of storage of the chemical;

- The location of the chemical at the facility; and
- An indication of whether the owner of the facility elects to withhold location information from disclosure to the public.

Source of Data:
Data was obtained from the Division of Emergency Management in July of 2004 that included the Tier II forms submitted to the division describing chemical storage information for the year 2000. As of June 2003 no new data was available. For additional information about this data contact the Division of Emergency Management staff at 919-733-3899.

Name: UIC Permits

Description:
The UIC program permits Class V injection wells that do not inject waste into the subsurface. Examples of permitted Class V facilities include heat pump/air conditioning water wells, remediation wells, tracer wells, and experimental technology wells.

Source of Data:
Data was obtained from the Division of Water Quality, Aquifer Protection Section in July of 2004. For additional information about this data, contact the Division of Water Quality staff by phone at 919-733-3221 or visit their web site.

Name: UST Permits

Description:
An underground storage tank system (UST) is a tank and any underground piping connected to the tank that has at least 10 percent of its combined volume underground. The federal UST regulations apply only to underground tanks and piping storing either petroleum or certain hazardous substances. These facilities are regulated under Subtitle I of RCRA and must be registered with the state and receive an operating permit annually. Until the mid-1980s, most USTs were made of bare steel, which is likely to corrode over time and allow UST contents to leak into the environment. Faulty installation or inadequate operating and maintenance procedures also can cause USTs to release their contents into the environment. The greatest potential hazard from a leaking UST is that the petroleum or other hazardous substance can seep into the soil and contaminate groundwater. A leaking UST can also present other health and environmental risks, including the potential for fire and explosion. The facilities shown in this database have tanks registered with the UST Section.

Source of Data:
Data was obtained from the Division of Waste Management, Underground Storage Tank Section in July of 2004. For additional information about this data, contact the Division of Waste Management staff by phone at 919-733-9413 or visit their web site.

Potential Contamination Sources by Risk Category

Higher Risk Potential Contamination Sources for Ground Water PWS Systems

COMMERCIAL/INDUSTRIAL

° Automobile Body shops
Gas stations
Repair shops

° Chemical /petroleum processing/storage
° *Sewer lines
° Utility right-of-way/pesticide use
° Chemical/petroleum pipelines
° Wood/pulp/paper processing and mills
° Dry cleaners
° Electrical/electronic manufacturing
° Fleet/trucking/bus terminals
° Furniture repair/manufacturing
° Home manufacturing
° Junk/scrap/salvage yards
° Machine shops
° Metal plating/finishing/fabricating
° Mines/sand or gravel excavations
° Parking lots/malls (>50 spaces)
° Photo processing/printing
° Plastics/synthetics producers
° Research laboratories

OTHER

° Road salt storage areas
° Military installations (for classified risks not otherwise listed)

AGRICULTURAL/RURAL

° Farm machinery repair
° Rural machine shops
° *Intensive livestock operations; Lagoons, spray fields
° Fertilizer, pesticide, and petroleum storage, distribution, handling, mixing, and cleaning areas
°*Sewage sludge (biosolids) storage, handling, mixing and cleaning areas
° *Sewage sludge (biosolids) land application
° Unauthorized/illegal disposal of wastes/chemicals

RESIDENTIAL/MUNICIPAL

° Airports - maintenance/fueling areas
° Railroad yards/maintenance/fueling areas
° Landfills/dumps
° Utility stations - maintenance areas
° *Septic systems - high density (>1/acre)
° *Sewer lines
° *Stormwater drains/discharges
° Fertilizer, pesticide, sewage sludge

Notes: 1. This is a list of potential sources of contamination not a list of known databases of contaminants.
2. Higher risk potential contaminant sources are considered to have a higher potential for drinking water contamination than those designated moderate risk or lower risk Facility-specific management practices are not taken into account in estimating risks and assigning these categories.
3. An asterisk [*] indicates activities that may be associated with microbiological contamination.

Potential Contamination Sources by Risk Category (Con't)

Moderate Risk PCSs

COMMERCIAL/INDUSTRIAL
- Car washes
- Cement/concrete plants
- Food processing
- Hardware/lumber/parts stores

AGRICULTURAL/RURAL
- *Auction lots
- *Boarding stables
- Crops, irrigated (berries, Christmas trees, hops, mint, orchards, vineyards, nurseries, greenhouses, vegetables, sod)

NOTE: Drip-irrigated crops are considered lower risks.
- Drinking water treatment plant residuals/sludge application

RESIDENTIAL/MUNICIPAL
- Drinking water treatment plants
- Golf courses
- Housing - high density (>1 house/.5 acres)
- Motor pools
- Parks
- Waste transfer/recycling stations
  Wastewater treatment plants collection stations

OTHER
- Above ground storage tanks
- Construction/demolition areas
- Hospitals
- Transportation corridors
  Freeways/state highways
  Railroads
  Right-of-way maintenance (herbicide use areas)
- Irrigation, water supply, or monitoring wells

Lower Risk PCSs

COMMERCIAL/INDUSTRIAL
- Office buildings/complexes
- RV/mini storage

AGRICULTURAL/RURAL
- Crops, non-irrigated (grains, grass seeds, hay)
- *Rangeland
- Managed forests/silviculture

RESIDENTIAL/MUNICIPAL
- Apartments and condominiums
- Campgrounds/RV parks
- Fire stations
- Schools
- Housing – low density (< 1 house/.5 acres)

OTHER
- Medical/dental offices/clinics
- Veterinary offices/clinics

SOURCE: Adapted from EPA (1993), and from the Oregon Wellhead Protection Program

Brunswick County Well Yield				
Well	**Average Daily flow (MG)**		**Estimated Daily Operational Yield (gpm)**	**From Well Construction Records (gpm)**
1	0.24		167	250
2	0.187	Yield is based on a 24 hour period	130	
3	0.3	When the wells run they run for 24 hr	208	350
5	0.244		169	
6a	0.365		253	300
8	0.95		660	450
11	1.02		708	
12	0.62		431	
12a	0.3		208	950
15	0.57		396	450
16	0.73		507	550
17	0.29		201	350
18	0.34		236	350
19	0.3			375

NORTH CAROLINA DEPARTMENT OF NATURAL AND ECONOMIC RESOURCES
OFFICE OF WATER AND AIR RESOURCES
GROUND WATER DIVISION
P. O. BOX 27687 – RALEIGH, N. C. 27611

Well 1

WELL RECORD

DRILLING CONTRACTOR Heater Well Company REG. NO. 1 WELL CONSTRUCTION PERMIT NO. 1954

1. WELL LOCATION: (Show a sketch of the location on back of form) Nearest Town: Southport, N. C. County: Brunswick
Well Site #1, Well Sequence #3 (Road, Community or Subdivision and Lot No.) Quadrangle No.
2. OWNER: Brunswick County Water System
3. ADDRESS: Southport, N. C.
4. TOPOGRAPHY: draw, valley, slope, hilltop, flat
5. USE OF WELL: public DATE: 4-25-75
6. DOES THIS WELL REPLACE AN EXISTING WELL? no
7. TOTAL DEPTH: 175 RIG TYPE OR METHOD: Mud & air
8. FORMATION SAMPLES COLLECTED: [25] YES No. of Bags 25
9. CASING:

Depth From	Depth to	ft.	Inside Diam.	Wall thick. or weight/ft.	Type
0	90		10"	.275	steel
100	120		10"	.275	steel
130	140		10"	.275	steel
150	160		10"	.275	steel
170	174		10"	.275	steel

10. GROUT:

Depth From	Depth to	ft.	Material	Method
0	65		cement	pressure

11. SCREEN:

Depth From	Depth to	ft.	Diam.	Type and Opening
90	100		10"	SS 30 slot
120	130		10"	SS 30 slot
140	150		10"	SS 30 slot
160	170		10"	SS 30 slot

12. GRAVEL:

Depth From	Depth to	ft.	Size	Material
0	174			Silica
				18 tons

13. WATER ZONES (depth): 90-100; 120-130; 140-150; 160-170.
14. STATIC WATER LEVEL: 7'5" ft. below top of casing.
Casing is 3 ft. above land surface. ELEV.
DATE MEASURED: 505075
15. YIELD (gpm): 250 METHOD OF TESTING: pump
16. PUMPING WATER LEVEL: 78'11½" ft. after 48 hours
at 250 gpm.
17. CHLORINATION: Type HTH granules Amount
18. WATER QUALITY: TEMPERATURE (°F)
19. PERMANENT PUMP: (Show a sketch of well head on back of form)
Date installed Type Make
Capacity (gpm) HP
Intake Depth Airline Depth
20. HAVE YOU INFORMED THE WELL OWNER OF THE DEPARTMENTS REQUIREMENTS AND RECOMMENDATIONS?
21. REMARKS:

I do hereby certify that this well record is true and exact.

SIGNATURE OF CONTRACTOR OR AGENT DATE

DRILLING LOG

DEPTH FROM	DEPTH TO	FORMATION DESCRIPTION
0	8	Black sand, top soil
8	10	Sand and clay
10	48	Sand and a conglomerate
48	60	Sand and shells
60	90	Sand and shells
90	105	Sand rock, hard
105	120	Shellrock, mixed with sand
120	165	Soft shellrock, also sand pockets
165	198	Hard sand rock
198	239	Soft sandrock
239	264	Hard sandrock

Form GW-1

White Copy - Office of Water and Air Resources; Blue - Drillers Copy; Green - Owners Copy

NORTH CAROLINA DEPARTMENT OF NATURAL AND ECONOMIC RESOURCES
OFFICE OF WATER AND AIR RESOURCES
GROUND WATER DIVISION
P. O. BOX 27687 – RALEIGH, N. C. 27611

WELL RECORD

DRILLING CONTRACTOR: Heater Well Company REG. NO.: 1 WELL CONSTRUCTION PERMIT NO.: 1956

1. WELL LOCATION: (Show a sketch of the location on back of form)
   Nearest Town: Southport County: ~~Brunswick~~
   Well Site #3, Well sequence #2 (Road, Community or Subdivision and Lot No.) Quadrangle No.:
2. OWNER: Brunswick County Water System
3. ADDRESS: Southport, N. C.
4. TOPOGRAPHY: draw, valley, slope, hilltop, flat
5. USE OF WELL: public DATE: 4-18-75
6. DOES THIS WELL REPLACE AN EXISTING WELL? no
7. TOTAL DEPTH: 159' RIG TYPE OR METHOD: mud & air
8. FORMATION SAMPLES COLLECTED: [X] YES No. of Bags: 25
9. CASING:

From	Depth to	ft.	Inside Diam.	Wall thick. or weight/ft.	Type
0	70		10"	.280	steel
70	100		10"	"	"
110	125		10"	"	"
135	145		10"	"	"

10. GROUT:

From	Depth to	ft	Material	Method
145	159			
0	60		cement	pressure

11. SCREEN:

From	Depth to	ft.	Diam.	Type and Opening
70	90		10"	SS 30 slot
100	110		10"	"
125	135		10"	"
145	155		10"	"

12. GRAVEL:

From	Depth to	ft.	Size	Material
0	159			silica 20 tons

13. WATER ZONES (depth): 70-90; 100-110; 125-135; 145-155
14. STATIC WATER LEVEL: 8 ft. ~~above~~ below top of casing.
    Casing is 3 ft. above land surface. ELEV.:
    DATE MEASURED: 4-28-75
15. YIELD (gpm): 350 METHOD OF TESTING: pump
16. PUMPING WATER LEVEL: 54' 2½" ft. after 48 hours
    at ____ gpm.
17. CHLORINATION: Type ____ Amount ____
18. WATER QUALITY: ____ TEMPERATURE (°F) ____
19. PERMANENT PUMP: (Show a sketch of well head on back of form)
    Date installed ____ Type ____ Make ____
    Capacity ____ (gpm) HP ____
    Intake Depth ____ Airline Depth ____
20. HAVE YOU INFORMED THE WELL OWNER OF THE DEPARTMENTS REQUIREMENTS AND RECOMMENDATIONS? ____
21. REMARKS: ____

DRILLING LOG

DEPTH FROM	DEPTH TO	FORMATION DESCRIPTION
0	3	Top soil, fine sand
3	20	Yellow sand, fine to med grain
20	36	Gray-blue clay, some shells
36	56	Sandy clay, some shells
56	70	Shellrock
70	90	Sand and shells
90	110	Sand rock
110	130	Sand
130	139	Sand rock, soft
139	152	Sand rock, hard
152	155	Sand
155	162	Rock, hard
162	176	Sand rock, soft
176	192	Sand rock, hard
192	193	Sand rock, soft
193	198	Sand rock, soft
198	205	Sand rock, soft
205	220	Sand rock, hard
220	240	Sand rock, soft
240	242	Sand streak
242	250	Sand rock, soft
250	252	Sand rock, hard
252	260	Sand rock, soft

I do hereby certify that this well record is true and exact.

4-18-75
SIGNATURE OF CONTRACTOR OR AGENT DATE

Form GW-1

White Copy - Office of Water and Air Resources; Blue - Drillers Copy; Green - Owners Copy

WELL CONSTRUCTION RECORD

Well 6A

North Carolina-Department of Environment and Natural Resources - Division of Water Quality - Groundwater Section

WELL CONTRACTOR (INDIVIDUAL) NAME (print) Scott Skipper — CERTIFICATION# 2482

WELL CONTRACTOR COMPANY NAME SKIPPER'S WELL DRILLING & PUMP SERVICE, INC. — PHONE #(910) 371-2770

STATE WELL CONSTRUCTION PERMIT #: (if applicable) WS0800882 — ASSOCIATED WQ PERMIT # (if applicable)

1. WELL USE (Check Applicable bo Residential [ ] Municipal/Public [X] Industrial [ ] Agricultural [ ]
Monitoring [ ] Recovery [ ] Heat Pump Water Injection [ ] Other [ ] If Other, List Use:

2. WELL LOCATION:
Nearest tow Southport County Brunswick
Public Utilities Property Hwy 211 Southport
(Street Name, Numbers, Community, subdivision, Lot No., Zip Code)

Topographic/Land setting
[ ] Ridge [ ] Slope [ ] Valley [ ] Flat
(check appropriate box)

3. OWNER Brunswick Utilities
Addres 4305 Southport-Supply Hwy
(Street or Route No.)
Southport, NC 28461
City or town State Zip Code

Latitude/longitude of well location
(degrees/minutes/second)

Area code-Phone Number

4. DATE DRILLED 3/3/2009 USE OF WELL Public
5. TOTAL DEPTH 171
6. DOES WELL REPLACE EXISTING WELL [ ] Yes [X] No
7. STATIC WATER LEVEL Below Top of Casing 35.6 Ft.
(Use "+" if above Top of Casing
8. TOP OF CASING 2.5 FT. ABOVE LAND SURFACE.
*Top of casing terminated at/or below land surface requires a variance in accordance with 15A NCAC 2C .0118.
9. YIELD (gpm): 300 METHOD OF TES Pump
10. WATER ZONES (depth) 76-96 106-166
11. DISINFECTION: Type 70%HTH Amount lb
12. CASING:

	Depth			Diameter	Wall Thickness Weight/ft.	Material
From	+2.5	To 76	Ft.	10	3.75	steel
From	96	To 106	Ft.	10	3.75	steel
From	+1	To 50	Ft.	24	0.225	steel
From	166	To 171	Ft.	10	3.75	steel

13. GROUT:

	Depth			Material	Method
From	0	To 50	Ft.	cement	pump
From		To	Ft.		
From		To	Ft.		

14. SCREEN

	Depth			Diameter	Slot size		Material
From	76	To 96	Ft.	10	50	in	Stainless
From	106	To 166	Ft.	10	50	in	Stainless
From		To	Ft.			in	

15. SAND/GRAVEL PACK:

	Depth			Size	Material
From	45	To 175	Ft.	#3	southern products
From		To	Ft.		

16. REMARKS:

Drilling log

From	To	Formation Description
0	3	White sand
3	6	hard pan
6	19	sand
19	20	clay
20	30	clay, shell
30	55	shell, fine sand with some clay
55	59	rock
59	65	rock layers
65	73	clay
73	96	rock
96	105	clay
105	115	limestone
115	130	Limestone-turns yellow with traces of limestone mud
130	165	Limestone-turns yellow
165	170	Limestone with rock layers
170	198	Gray clay

I DO HEREBY CERTIFY THAT THIS WELL WAS CONSTRUCTED IN ACCORDANCE WITH 15 NCAN 2C, WELL CONSTRUCTION STANDARDS, AND THAT A COPY OF THIS RECORD HAS BEEN PROVIDED TO THE WELL OWNER.

SIGNATURE OF PERSON CONSTRUCTING THE WELL — DATE 3/10/09

Submit the original to the Division of Water Quality, Groundwater Section, 1636 Mail Service Center - Raleigh, NC 27699-1636 Phone No (919) 733-3221, within 30 days.

GW-1 REV. 07/2001

NORTH CAROLINA DEPARTMENT OF NATURAL AND ECONOMIC RESOURCES
OFFICE OF WATER AND AIR RESOURCES
GROUND WATER DIVISION
P. O. BOX 27687 – RALEIGH, N. C. 27611

WELL RECORD

DRILLING CONTRACTOR Heater Well Company REG. NO. 1 WELL CONSTRUCTION PERMIT NO. 1958

1. WELL LOCATION: (Show a sketch of the location on back of form)
   Nearest Town: Southport, N. C. County: Brunswick
   Well Site #8, Well Sequence #5 Quadrangle No.
   (Road, Community or Subdivision and Lot No.)
2. OWNER: Brunswick County Water System
3. ADDRESS: Southport, N. C.
4. TOPOGRAPHY: draw, valley, slope, hilltop, flat
5. USE OF WELL: public DATE: 6-5-75
6. DOES THIS WELL REPLACE AN EXISTING WELL? no
7. TOTAL DEPTH: 153' RIG TYPE OR METHOD: air
8. FORMATION SAMPLES COLLECTED: [x] YES No. of Bags 25
9. CASING:

	Depth		Inside Diam.	Wall thick. or weight/ft.	Type
From	0	to 65 ft.	6 10"	3/8"	stl
	105	130	10"	3/8"	stl

10. GROUT:

	Depth		Material	Method
From	0	to 60 ft	Cement	pressure

11. SCREEN:

	Depth		Diam.	Type and Opening
From	65	to 105 ft	10"	SS 30slot
	105	150	10"	SS 30 slot

12. GRAVEL:

	Depth		Size	Material
From	0	to 160 ft.		silica

13. WATER ZONES(depth): 65 - 105 and 130 - 150
14. STATIC WATER LEVEL: 9'2" ft. below top of casing.
    Casing is 2 ft. above land surface. ELEV.
    DATE MEASURED: 6-11-75
15. YIELD(gpm): 450 METHOD OF TESTING: pump
16. PUMPING WATER LEVEL: 22'9½" ft. after 69 hours
    at 450 gpm.
17. CHLORINATION: Type Amount
18. WATER QUALITY: TEMPERATURE(°F)
19. PERMANENT PUMP:(Show a sketch of well head on back of form)
    Date installed Type Make
    Capacity (gpm) HP
    Intake Depth Airline Depth
20. HAVE YOU INFORMED THE WELL OWNER OF THE DEPARTMENTS REQUIREMENTS AND RECOMMENDATIONS? yes
21. REMARKS:

I do hereby certify that this well record is true and exact.

SIGNATURE OF CONTRACTOR OR AGENT DATE

DRILLING LOG

DEPTH FROM	DEPTH TO	FORMATION DESCRIPTION
0	4	Top soil
4	20	Sandy clay
20	30	Gray clay
30	46	Sandy clay
46	53	Shells - tight
53	59	Shells - soft
59	95	Shellrock - hard
95	140	Sandrock - hard
140	150	Sand
150	180	Sandrock - hard
180	200	Sandrock - soft
200	215	Sand
215	225	Sandrock - hard
225	240	Sandrock - sand pocket
240	250	Sandrock - hard

Form GW-1

White Copy - Office of Water and Air Resources; Blue - Drillers Copy; Green - Owners Copy

NORTH CAROLINA DEPARTMENT OF NATURAL AND ECONOMIC RESOURCES
OFFICE OF WATER AND AIR RESOURCES
GROUND WATER DIVISION
P. O. BOX 27687 – RALEIGH, N. C. 27611

WELL RECORD

DRILLING CONTRACTOR: Heater Well Co. REG. NO. 1 WELL CONSTRUCTION PERMIT NO.

1. WELL LOCATION: (Show a sketch of the location on back of form)
Nearest Town: Southport County: Brunswick
Well site #12 & Well sequence #9 Quadrangle No.
(Road, Community or Subdivision and Lot No.)
2. OWNER: Brunswick County Water System
3. ADDRESS: Southport, NC
4. TOPOGRAPHY: draw, valley, slope, hilltop, flat
5. USE OF WELL: public DATE: 7-15-75
6. DOES THIS WELL REPLACE AN EXISTING WELL? no
7. TOTAL DEPTH: 114' RIG TYPE OR METHOD: air
8. FORMATION SAMPLES COLLECTED: [X] YES No. of Bags 20
9. CASING:

	Depth		Inside Diam.	Wall thick. or weight/ft.	Type
b					
From 0	to 59	ft.	20	pit casing	
0	60		10	std	
110	114		10	std	

10. GROUT:

	Depth		Material	Method
From 0	to 59	ft	cement	

11. SCREEN:

	Depth		Diam.	Type and Opening
From 60	to 110	ft.	10"	SS 30 slot

12. GRAVEL:

	Depth		Size	Material
From 0	to 114	ft.		

13. WATER ZONES(depth): 60-110
14. STATIC WATER LEVEL: 6'10½" ft. below top of casing.
Casing is 2 ft. above land surface. ELEV.
DATE MEASURED: 7-23-75
15. YIELD(gpm): 950 METHOD OF TESTING: pump
16. PUMPING WATER LEVEL: 70'5" ft. after 48 hours
at 950 gpm.
17. CHLORINATION: Type HTH Amount
18. WATER QUALITY: TEMPERATURE(°F)
19. PERMANENT PUMP:(Show a sketch of well head on back of form)
Date Installed Type Make
Capacity (gpm) HP
Intake Depth Airline Depth
20. HAVE YOU INFORMED THE WELL OWNER OF THE DEPARTMENTS REQUIREMENTS AND RECOMMENDATIONS? yes
21. REMARKS:

I do hereby certify that this well record is true and exact.

SIGNATURE OF CONTRACTOR OR AGENT DATE

DRILLING LOG

DEPTH FROM	DEPTH TO	FORMATION DESCRIPTION
1	3	Yellow sand
3	9	Brown sand
9	20	Blue clay and sand
20	30	Grey sand
30	40	Blue clay and shells
40	43	Clay and shells
43	50	Light clay and shells
50	51	Shells, soft
51	57	Tight shells, hard
57	60	Rock, hard
60	70	Rock, hard
70	80	Shells, soft
80	100	Sand and shells
100	120	Sand and shells, soft

Form GW-1

White Copy - Office of Water and Air Resources; Blue - Drillers Copy; Green - Owners Copy

NORTH CAROLINA DEPARTMENT OF NATURAL AND ECONOMIC RESOURCES
OFFICE OF WATER AND AIR RESOURCES
GROUND WATER DIVISION
P. O. BOX 27687 – RALEIGH, N. C. 27611

WELL RECORD

15

DRILLING CONTRACTOR Heater Well Co. REG. NO. 1 WELL CONSTRUCTION PERMIT NO. 1959

1. WELL LOCATION: (Show a sketch of the location on back of form)
Nearest Town: Southport County: Brunswick
Well Sequence #8, Well Site #15 Quadrangle No.
(Road, Community or Subdivision and Lot No.)
2. OWNER: Brunswick County Water System
3. ADDRESS: Southport, N. C.
4. TOPOGRAPHY: draw, valley, slope, hilltop, flat
5. USE OF WELL: public DATE: 7-3-75
6. DOES THIS WELL REPLACE AN EXISTING WELL? no
7. TOTAL DEPTH: 129 RIG TYPE OR METHOD: rotary
8. FORMATION SAMPLES COLLECTED: [X] YES No. of Bags
9. CASING:

	Depth		Inside Diam.	Wall thick or weight/ft.	Type
From	0	to 75 ft.	10"		black steel
	125	129	10"		blk steel
	0	69	20"	pit casing,	blk

10. GROUT:

	Depth		Material	Method
From	0	to 69½ ft	cement	pressure stl

11. SCREEN:

	Depth		Diam.	Type and Opening
From	75	to 125 ft	10"	SS #30 slot

12. GRAVEL:

	Depth		Size	Material
From	0	to 129 ft.		silica

13. WATER ZONES (depth): 75-125
14. STATIC WATER LEVEL: 12'4½" ft. below top of casing.
Casing is 2 ft. above land surface. ELEV.
DATE MEASURED: 7-8-75
15. YIELD (gpm): 450 METHOD OF TESTING: 48 hr pump
16. PUMPING WATER LEVEL: 48'11½" ft. after 48 hours
at 450 gpm.
17. CHLORINATION: Type HTH Amount
18. WATER QUALITY: TEMPERATURE (°F)
19. PERMANENT PUMP: (Show a sketch of well head on back of form)
Date installed Type Make
Capacity (gpm) HP
Intake Depth Airline Depth
20. HAVE YOU INFORMED THE WELL OWNER OF THE DEPARTMENTS REQUIREMENTS AND RECOMMENDATIONS? yes
21. REMARKS:

I do hereby certify that this well record is true and exact.

SIGNATURE OF CONTRACTOR OR AGENT DATE

DRILLING LOG

DEPTH FROM	DEPTH TO	FORMATION DESCRIPTION
1	3	White sand
3	37	Brown sand
37	40	Blue clay
40	60	Blue clay and shell
60	68	Clay and shell
68	69	Hard rock and shell
69	80	Hard rock & shell
80	87	Hard rock, sand
87	90	Sand rock, soft
90	95	Sand rock, soft
95	100	Hard rock, sand
100	105	Hard rock, shell
105	115	Hard rock, shell
115	125	Soft sand, shell
125	160	Soft sand and shell
160	165	Soft sand
165	180	Sand, shell, hard
180	200	Sand, hard
200	220	Sand, soft
220	235	Sand, Hard
235	240	Sand, soft
240	260	Sand, soft, ledgey rock

Form GW-1

White Copy - Office of Water and Air Resources; Blue - Drillers Copy; Green - Owners Copy

#16 NORTH CAROLINA DEPARTMENT OF NATURAL RESOURCES & COMMUNITY DEVELOPMENT #16

WELL RECORD DIVISION OF ENVIRONMENTAL MANAGEMENT, GROUNDWATER SECTION

P.O. BOX 27687 - RALEIGH, N.C. 27611 #09-0146-WC-0082

DRILLING CONTRACTOR Skippers Well Drilling REG. NO. 309 WELL CONSTRUCTION PERMIT NO.

1. WELL LOCATION: (Show sketch of the location below)
   Nearest Town: Southport County: Brunswick
   (Road, Community or Subdivision and Lot No.) Quadrangle No.
2. OWNER: Brunswick County
3. ADDRESS:
4. TOPOGRAPHY: draw, valley, slope, hilltop, flat (circle one)
5. USE OF WELL: Public DATE: 5-2-81
6. DOES THIS WELL REPLACE AN EXISTING WELL? No
7. TOTAL DEPTH: 155 RIG TYPE OR METHOD: Rotary
8. FORMATION SAMPLES COLLECTED: YES X NO
9. CASING:

	Depth	Inside Dia.	Wall thick. or weight/ft.	type
From +1 to 60 ft		20	0.375	Black Steel
+2	63	10	0.365	Black Steel
153	155	10	0.365	Black Steel

10. GROUT:

	Depth	Material	Method
From 0 to 59 ft		Cement	Pump

11. SCREEN:

	Depth	Dia.	Type & Opening
From 63 to 153 ft		10	Stainless Steel 30 Slot

12. GRAVEL:

	Depth	Size	Material
From 0 to 155 ft		#2	

13. WATER ZONES (depth): 63 to 153
14. STATIC WATER LEVEL: 127 ft. above/below top of casing
    Casing is 2 ft. above land surface ELEV:
15. YIELD (gpm): 550 METHOD OF TESTING: Pump
16. PUMPING WATER LEVEL: 40.10 ft.
    after 24 hours at 500 gpm.
17. CHLORINATION: Type 70%HTH Amount 6lbs
18. WATER QUALITY: TEMPERATURE (°F)
19. PERMANENT PUMP: Date Installed
    Type Capacity (gpm) HP
    Make Intake Depth
    Airline Depth
20. HAS THE OWNER BEEN PROVIDED A COPY OF THIS RECORD AND INFORMED OF THE DEPARTMENTS REQUIREMENTS AND RECOMMENDATIONS? YES
21. REMARKS

DRILLING LOG

DEPTH FROM	TO	FORMATION DESCRIPTION
0	30	Overburden & Finesand
30	40	Blue Clay
40	56	Shells
56	60	Soft Limestone
60	100	Hard Limestone
100	155	P.D. Limestone

If additional space is needed, use back of form

LOCATION SKETCH
(Show distance to numbered roads, or other map reference points)

I do hereby certify that this well was constructed in accordance with N.C. Well Construction Regulations and Standards and that this well record is true and exact.

SIGNATURE OF CONTRACTOR OF AGENT DATE

Form GW-1 Revised 11/3/77 Submit original to Groundwater Section and copy to well owner.

CITY COPY

JOB FILE NO. 0319.A1

#17

NORTH CAROLINA DEPARTMENT OF NATURAL AND ECONOMIC RESOURCES
OFFICE OF WATER AND AIR RESOURCES
GROUND WATER DIVISION
P. O. Box 27687 - Raleigh, N. C. 27611

PUMPING TEST RECORD

Well # 17

#09-0146-NC-0083
Well Construction Permit No.

Test Conducted by: Larry Skipper

1. WELL LOCATION: Nearest Town: Southport County: Brunswick
   Quadrangle No.
   (Road No., Community, or Subdivision and Lot No.)
2. OWNER: Brunswick County
   Name Address
3. USE OF WELL: ( ) Domestic (X) Public ( ) Industrial ( ) Irrigation ( ) Other
4. WELL DEPTH: 155 ft. Casing Diameter 20 10 in. Casing type: Black Steel
5. DRILLING CONTRACTOR: Skippers Well Drilling Was casing grouted? Yes 20" 1
6. STATIC WATER LEVEL: 17 ft. above below top of casing. Casing is 10" 2 ft. above land surface. Date Measured: March 10, 1981 -- March 11, 1981
7. WELL YIELD: 350 gpm. Specific Capacity: gpm/ft.-dd.
8. PUMPING WATER LEVEL: 57 ft. after 26 hours at 300 gpm.
9. CHLORINATION: Type 70% HTH Amount 6 lbs.
10. TIME AND DATE PUMP STARTED: 10:45am 3-10-81 TIME AND DATE PUMP STOPPED: 12:45pm 3-1
11. WATER LEVEL MEASURING DEVICE: Electric Tape FLOW MEASURING DEVICE: Flow Meter
12. TEST PUMP: Type Submersible Make Aermotor Horse Power 10H.P.
    Capacity 500 gpm at T D H. Intake Depth 68 ft.

Time	Water Level	Pumping Rate	TIME	WATER	PUMPING RATE Remarks
10:45	48	350	11:45	54	300
10:50	50	350	12:05	54.6	300
10:55	50	350	12:15	54.9	300
11:00	50.6	350	12:25	55	300
11:05	51	350	12:35	55	300
11:10	51.3	350	12:45	55.6	300
11:15	51.6	350	1:15	55.6	300
11:20	52	350	1:45	56	300
11:25	52.6	350	2:15	56.6	300
11:30	53	350	2:45	57	300
11;35	53.3	350	3:45	57	300
11:40	53.6	350	4:45	56	300
			5:45	56	300 CITY COPY

GW-40 White Copy-Office of Water and Air Resources;Blue-Drillers Copy;Green-Owners Copy

NORTH CAROLINA DEPARTMENT OF NATURAL RESOURCES AND COMMUNITY DEVELOPMENT
ENVIRONMENTAL MANAGEMENT COMMISSION
GROUNDWATER SECTION
P. O. BOX 27687 - Raleigh, N. C. 27611

JOB FILE NO. 0319.A1
BY

WELL #18

PUMPING TEST RECORD

#--09-0146-WC-0084

Test Conducted by: Larry Skipper — Well Construction Permit No.

1. WELL LOCATION: Nearest Town: Southport County: Brunswick
   Quadrangel No.
   (Road No., Community, or Subdivision and Lot No.)
2. OWNER: Brunswick County
   Name Address
3. USE OF WELL: ( ) Domestic ( ) Public (X) Industrial ( ) Irrigation ( )
   Other
4. WELL DEPTH: 155 ft. Casing Diameter 20 10 in. Casing type: Black Steel
5. DRILLING CONTRACTOR: Skippers Well Drilling Was casing grouted? Yes 20" 20"1
6. STATIC WATER LEVEL: 12 ft. ~~above~~ below top of casing. Casing is 10"2 ft. above land surface.
   Date Measured: 3-10-81 3-11-81
7. WELL YIELD: 350 gpm. Specific Capacity: gpm/ft.-dd.
8. PUMPING WATER LEVEL 58.9 ft. after 24 hours at 300 gpm.
9. CHLORINATION: Type 70%HTH Amount 6 lbs.
10. TIME AND DATE: PUMP STARTED: 12:00pm - 3-13-81 PUMP STOPPED: 12:00pm - 3-19-81
11. WATER LEVEL MEASURING DEVICE: Electric Tape FLOW MEASURING DEVICE: Flow Meter
12. TEST PUMP: Type Submersible Make Aermotor Horse Power 10 H.P.
    Capacity 500 gpm at T D H. Intake Depth 68 ft.

Time	Water Level	Pumping Rate	TIME	WATER LEVEL	PUMPING RATE Remarks
12:00	12	300	12:40	48.9	300
12:01	15	300	12:45	49.5	300
12:02	18.5	300	12:50	49.9	300
12:03	23	300	12:55	50	300
12:04	26	300	1:00	50.1	300
12:05	29	300	1:10	50.3	300
12:10	36.2	300	1:20	50.5	300
12:15	42.3	300	1:30	50.75	300
12:20	45.1	300	1:40	50.95	300
12:25	46.5	300	1:50	51.1	300
12:30	47.6	300	2:00	51.3	300
12:35	48.6	300	2:30	52.5	300

CITY COPY

GW-40 Submit one copy to Groundwater Section and one to owner.

#19

NORTH CAROLINA DEPARTMENT OF NATURAL RESOURCES & COMMUNITY DEVELOPMENT
DIVISION OF ENVIRONMENTAL MANAGEMENT, GROUNDWATER SECTION
P.O. BOX 27687 - RALEIGH, N.C. 27611

WELL RECORD #19 #09-0146-WC_0085

DRILLING CONTRACTOR: Skippers Well Drilling LIC. NO. 309 WELL CONSTRUCTION PERMIT NO.

1. WELL LOCATION: (Show sketch of the location below)
   Nearest Town: Southport County: Brunswick
   (Road, Community or Subdivision and Lot No.) Quadrangle No.
2. OWNER: Brunswick County
3. ADDRESS:
4. TOPOGRAPHY: draw, valley, slope, hilltop, flat (circle one)
5. USE OF WELL: Public DATE: 4-27-81
6. DOES THIS WELL REPLACE AN EXISTING WELL? No
7. TOTAL DEPTH: 150 RIG TYPE OR METHOD: Rotary
8. FORMATION SAMPLES COLLECTED: YES X NO
9. CASING:

Depth		Inside Dia.	Wall thick. or weight/ft.	type
From +1 ft	to 62 ft	20	0.375	Black Steel
+2	64	10	0.365	Black Steel
144	150	10	0.365	Black Steel

10. GROUT:

Depth		Material	Method
From 0 ft	to 62 ft	Cement	Pump

11. SCREEN:

Depth		Dia.	Type & Opening
From 64 ft	to 144 ft	10	Stainless Steel 30 Slot

12. GRAVEL:

Depth		Size	Material
From 0 ft	to 150 ft	#2	

13. WATER ZONES (depth): 63 to 150
14. STATIC WATER LEVEL: 9 ft. ~~above~~ below top of casing
    Casing is 2 ft. above land surface ELEV:
15. YIELD (gpm): 375 METHOD OF TESTING: Pump
16. PUMPING WATER LEVEL: 60 ft.
    after 24 hours at 350 gpm.
17. CHLORINATION: Type 70%HTH Amount 6lbs
18. WATER QUALITY: TEMPERATURE (°F)
19. PERMANENT PUMP: Date Installed
    Type Capacity (gpm) HP
    Make Intake Depth
    Airline Depth
20. HAS THE OWNER BEEN PROVIDED A COPY OF THIS RECORD AND INFORMED OF THE DEPARTMENTS REQUIREMENTS AND RECOMMENDATIONS? Yes
21. REMARKS

DRILLING LOG

DEPTH FROM	TO	FORMATION DESCRIPTION
0	25	Overburden and Fine Sand
25	40	Blue Clay
40	52	Shells
52	62	Soft Limestone
62	102	Hard Limestone
102	150	P.D. Limestone

If additional space is needed, use back of form

LOCATION SKETCH
(Show distance to numbered roads, or other map reference points)

I do hereby certify that this well was constructed in accordance with N.C. Well Construction Regulations and Standards and that this well record is true and exact.

SIGNATURE OF CONTRACTOR OR AGENT DATE

CITY COPY

Form GW-1 Revised 11/3/77 Submit original to Groundwater Section and copy to well owner.

Robert Christian Reinhardt, PG
Geology • Hydrogeology • Environmental Science
Registered Hazardous Waste Site Manager
7620 Mine Valley Road, Raleigh, North Carolina 27615
rein82@bellsouth.net Cell #: 919-604-8589

May 18, 2021

Submitted via Electronic Mail to mjones@UltimateCommunities.com

Malcolm Jones, CEO
Ultimate Communities, LLC
150 Santiago Drive
Jupiter, FL 33458

Re: Brunswick County Sand Mine Development
Wellhead Protection/recharge and Reservoir Potential
NC Hwy 211, Southport, NC

Dear Mr. Jones:

Pursuant to your request, I have compiled the following information concerning the potential impact of sand mine development on your property (JHT Tract)(Figure 1 and Figure 2) on several Brunswick County water supply wells. I visited the site on April 23, 2021 to familiarize myself with the spatial relationship of the county wells to your proposed project and determine any impact from the existing sand pit on the property. I reviewed the Brunswick County Well Head Protection Plan and spoke with Mr. Glenn Walker, the Water Resources Manager for the County. In addition, I have reviewed the Well Records (GW-1 forms) for the County wells and the Sediment Boring Analysis reports prepared for you by Land Management Group (LMG). With this letter report, I am presenting my impressions and opinions concerning the site along with maps and photos in support.

Based on my reviews, there does appear to be the potential for an impact to one or more nearby county water supply wells due to the operation and expansion of the sand mine on the property. Based on the borehole logs and well records for the site, there does not appear to be a confining or restrictive layer of sediment between the surface sands and the shell beds/limestone (Castle Hayne Aquifer) in the area of the proposed sand mine. The Castle Hayne Aquifer comprises the county water supply zone. This conclusion is only applicable to the immediate area around the project site where subsurface information was available.

In addition to the logs and records reviewed, I observed water levels in the existing sand pit and on adjacent properties. Information provided to me indicates the total working depth of the existing sand pit was approximately 40 feet below land surface (BLS) and that the county well system has lowered the original potentiometric surface of the Castle Hayne aquifer by approximately 40 to 50 feet (personal communication – Glenn Walker). The water level in the sand pit was approximately 12 feet to 14 feet BLS indicating there may be a hydraulic connection between the bottom of the sand pit and the top of the aquifer the County draws from. The water level in a shallow pond (depth not known) on an adjacent property was approximately 3 feet to 4 feet below land surface (Figure 3).

Observation of the shallow sediments in the sidewall of the sand pit showed there does appear to be a layer of restrictive sediments within 5+/- feet of land surface but lower sediments appear to be unconsolidated, medium to fine grained sands. Borehole logs for soil borings done at the site indicate the fine to medium grained sands extend to approximately 40 feet BLS and grade into a slightly clayey fine to very fine sand with shell fragments to a depth of 58 feet. There does not appear to be sufficient silts or clays in this zone to form a confining or restrictive layer. At 58 feet BLS, the deep boring encountered the top of a dense weathered limestone which delineates the upper Castle Hayne Aquifer. This aquifer serves as part of the Brunswick County water supply.

Based on the County Well Head Protection Plan (WHPP), there are five (5) County water supply wells whose Well Head Protection Areas (WHPAs) overlap the site property boundaries. Water supply well #1 is actually located at the northeast corner of the property. Well #11 is located approximately 1,500 feet southwest of the property. Wells #12 and #12A are located 2,600 and 3,600 feet, respectively, from the northwest corner of the property. And well #15 lies approximately 5,000 feet north of the site (Figure 4).

In conversations with County officials, concerns were raised as to the possibility of adverse impact to the nearby wells resulting from the development of a larger sand mine on the property. The concern appears to have some validity based on the lowered water table in the existing pit and the borehole logs showing a lack of a restrictive aquitard between the surficial aquifer and the limestone aquifer. A review of the well record for Well #1 from the WHPP and a deep borehole log prepared by LMG indicates the immediate area around Well # 1 and the proposed sand mine is anomalous to the greater Wellhead Protection Area. Table 1 (below) summarizes the seven well records that were included in the WHPA and shows that there are significant confining layers in all but Well #1. The confining layers are characterized as dense gray to blue clay and range in thickness from 10 feet in Well #16 to 42 feet in Well #8. The thickness of these clay layers would be sufficient to restrict flow from the surficial aquifer to the

lower aquifer. Figure 5 shows the well locations relative to the subject property and gives an estimate of the limited extent of the area without a restrictive zone.

Table 1: Brunswick County Well Details

(From available NCDENR Form GW-1 - Well Records)
(wells listed are the only records available in the County WHPP)

Well #	Date Drilled	Well Daily Yield (GPD)	Well Total Depth	Borehole Total Depth	Confining Unit Depth	Confining Unit Thickness	Depth to Top of Aquifer	Screen Interval	Drilling Contractor
WSW-1	4/25/75	240,000	174’	264’	8’ – 10’	2’	90’	90’-170’	Heater Well
WSW-8	6/5/75	950,000	160’	250’	4’-46’	42’	59’	65’-150’	Heater Well
WSW-12A	7/15/75	300,000	114’	120’	9’-20’ 30’-50’	11’ 20’	57’	60’-110’	Heater Well
WSW-15	7/3/75	570,000	129’	260’	37’-68’	31’	69’	75’-125’	Heater Well
WSW-16	5/2/81	730,000	155’	155’	30’-40’	10’	60’	63’-153’	Skippers Drilling
WSW-19	4/27/81	300,000	150’	150’	25’-40’	15’	62’	64’-144’	Skippers Drilling
WSW-6A	3/3/09	365,000	175’	198’	19’-30’ 65’-73’	11’ 8’	75’	76’-96’	Skippers Drilling

County officials have stated that they would consider granting approval for a larger pit if it could be shown that there was no adverse impact to the Castle Hayne Aquifer. Based on my recent observations and document review, it is apparent the existing sand pit already has a connection to the aquifer and there has been no mention that this connection has had any impact on the county wells. Given that the hydraulic connection already exists, I and my client would ask that the County consider another approach to resolving the permitting issue on the subject property.

The development of a sand mine on the JHT Tract may enhance the recharge of the county well field, resulting in reduced drawdown of the water levels and less stress on the Castle Hayne Aquifer. Prior to any permitting consideration, we propose a comprehensive groundwater sampling event of each county well and the surface water in the existing pit. Analysis parameters would include the full, State mandated drinking water list as well as any other metals, volatile and semi-volatile organic compounds, and inorganic compounds deemed necessary. If it can be shown that there is no significant difference or impact between the water bearing zones, then the recharge potential from a sand mine would benefit the County.

An additional benefit to developing the sand mine would accrue to the County when mining is completed at the site. There would be a large reservoir of surface water

available to the County for future water supply needs. The approximately 85 acre lake resulting from the sand mine operation could serve as a reservoir with more than 250 million gallons of surface water available for use. An additional incentive to such a reservoir is the proximity to a County water treatment facility located less than one mile from the JHT Tract and an existing pipeline from Well #1 (at the NE corner of the JHT Tract) to the treatment plant. This location would certainly make the reservoir utilization very cost effective.

The County may yet request some type of groundwater investigation to prove the connectivity of the surficial and Castle Hayne, but hopefully, the comparison of sampling results will show that relationship. I have spoken with Glenn Walker about the sampling and he is in agreement and said there would not be a problem providing a County employee to accompany the sampling event and provide access to the wells.

If the County still will not allow a sand mine to be permitted due to the proximity of the County wells, the option remains to abandon the existing wells and drill new wells farther away from the property. Please let me know if you have any questions. Thank you for allowing me to be of assistance to you.

Sincerely,

Chris Reinhardt, PG, RSM
Geologist/Hydrogeologist

Attachments

Note:

1. Plan was not drawn from a formboard survey. Contractor's responsibilty to check all grades and verify all dimensions Do not encroach into any setbacks.
2. Plans are preliminary conceptual only and NOT intended for construction.
3. Do NOT scale drawings.
4. Prior to construction, verify any sidewalks that are required by municipalities or governing bodies
5. Root Barrier required for all trees and most palms within 5' of any driveway, walks, patios, pool planters, hard surfaces, or req. easements per local utility company requirements etc.
6. Footers for any site or retaining walls minimum 3' depth to allow for palm root balls etc. or see landscape plan if not needed the extra depth notify L.A .
7. General Contractor to ensure positive drainage.
8. Notify Landscape Architect in writing of any discrepancies.

Conceptual Mining Plan for County Park

N W E S

0 100 200 300 500

SCALE: 1"= 200' 0"

LANG DESIGN GROUP
Landscape Arthitecture*Planning*Site Lighting
1820 2nd Ave North
Lake Worth Beach, Florida 33416
(561) 688-9996 Fax (561) 688-9688
Email: ldg@langdesigngroup.com

30 YEARS OF AWARD WINNING DESIGN

Mining Plan for County Park
Southport, North Carolina
Jones Holding NC, L.L.C.

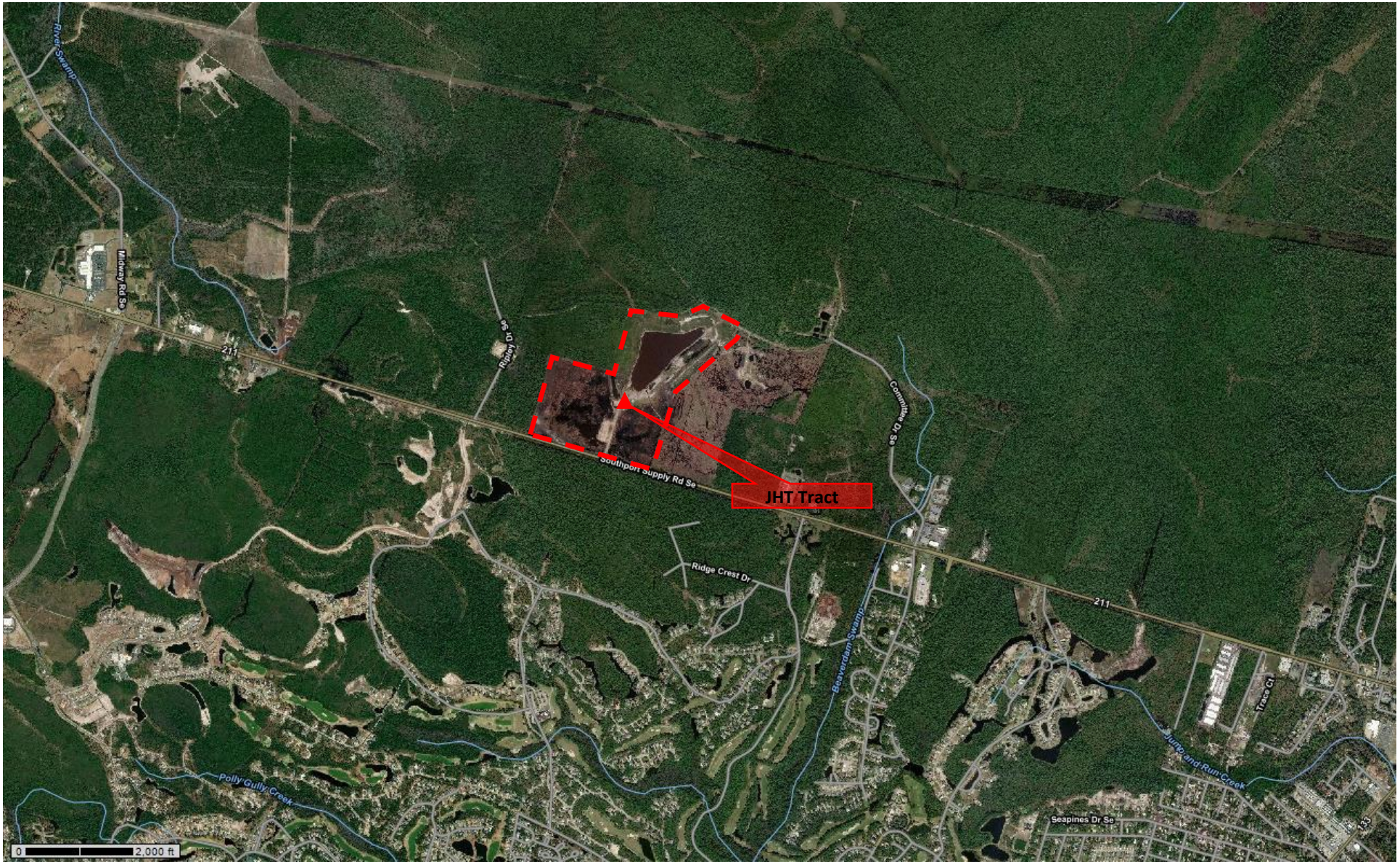
REVISIONS	BY
01.10.2020	

DRAWN MS
CHECKED JEL

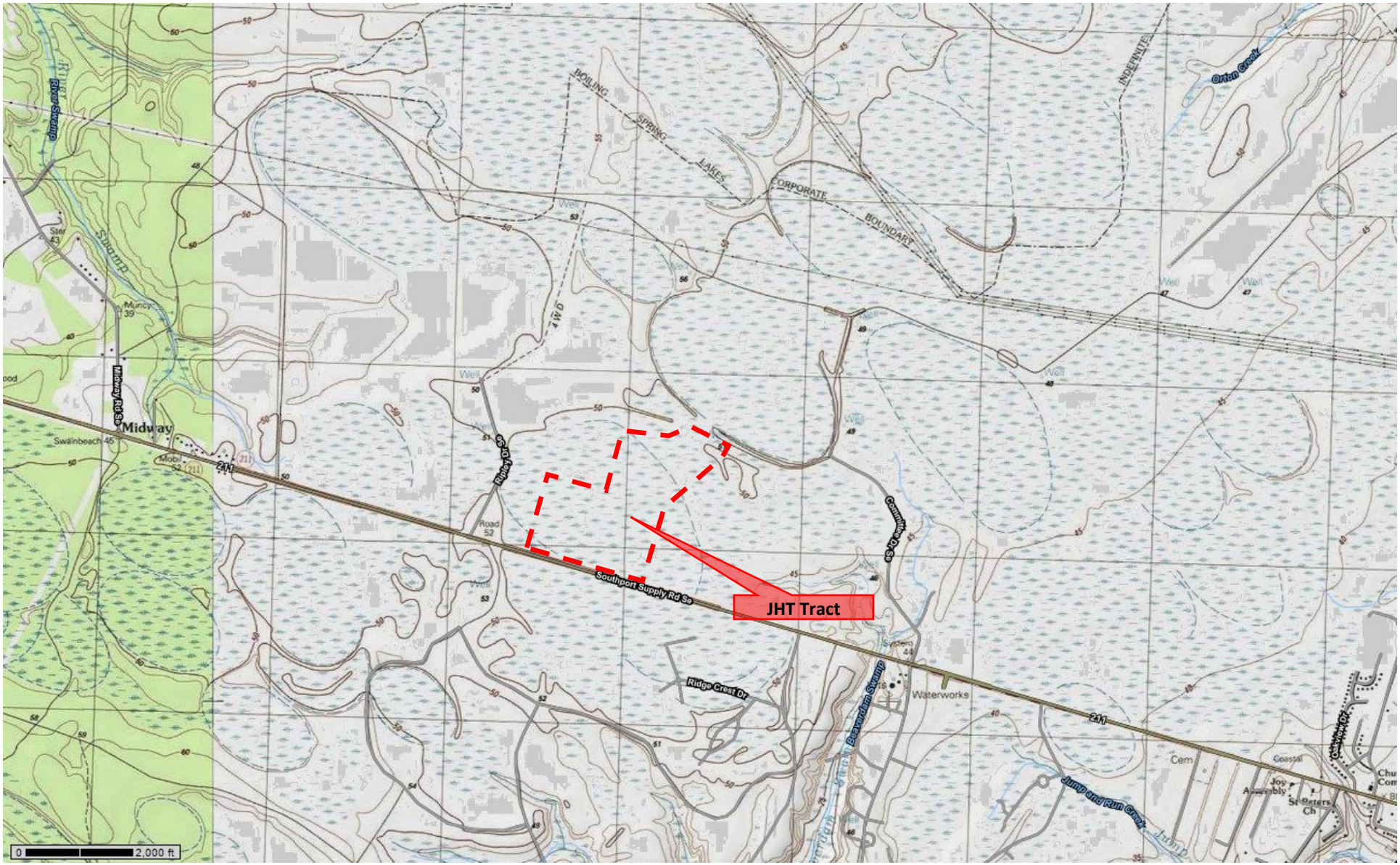
DATE 12.19.19
SCALE 1"=200'0"

COPYRIGHT 2019, LANG DESIGN GROUP, ALL RIGHTS RESERVED

C1

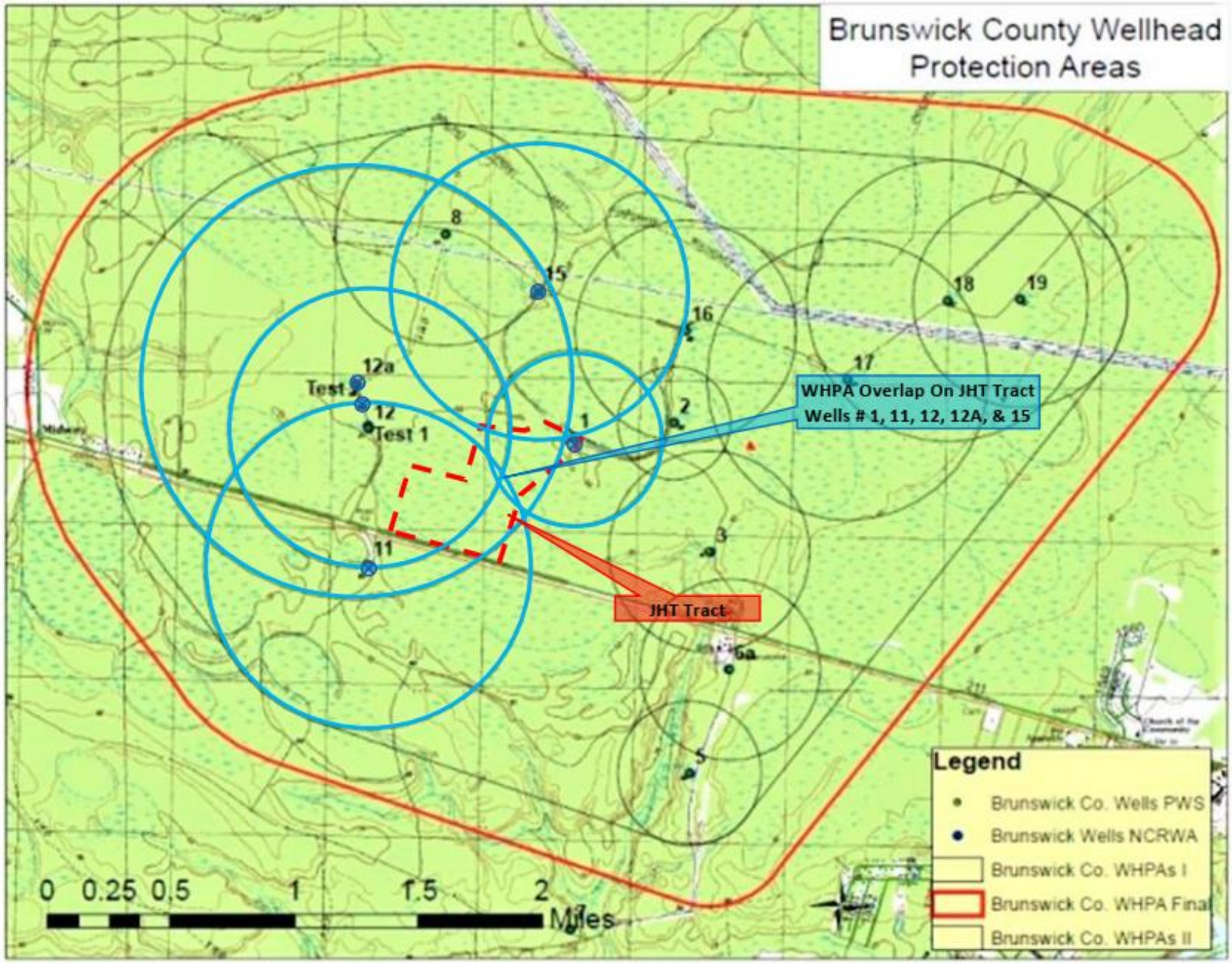


Robert Christian Reinhardt, PG Geology • Hydrogeology Environmental Science	**Site Location** **Aerial Photograph** **Brunswick County, NC** (from NRCS-WebSoil Survey)	Latitude 33.96769°	Scale: As Shown	**Figure 1**	
			Drawn By:		
		Longitude -78.09955°	Photo Date: Sep 30, 2017	Final Drawing	
			Project #: M-21-107	C:\Documents and Settings\matt\My Documents\RCR Files\Projects\148901	

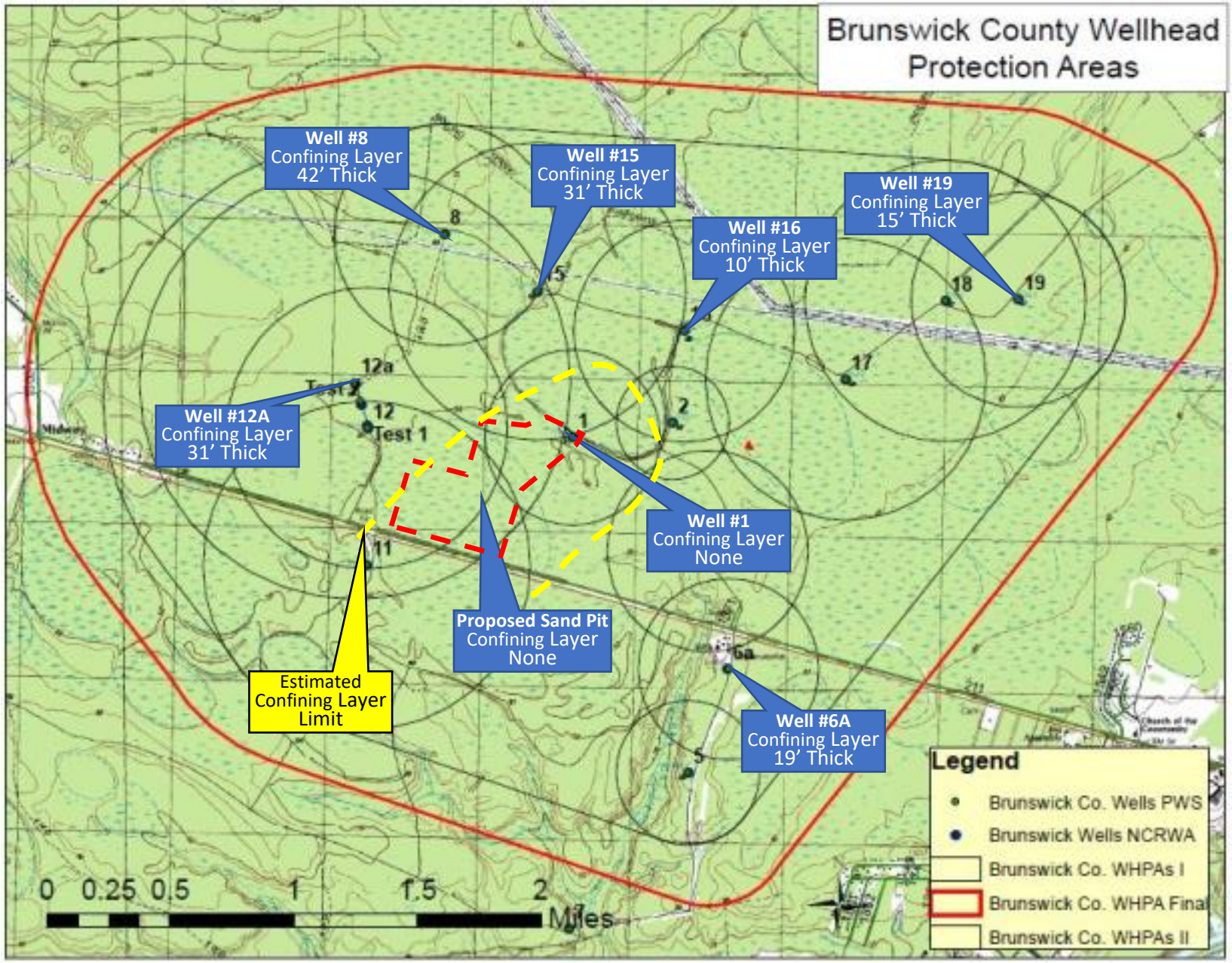


Robert Christian Reinhardt, PG Geology • Hydrogeology Environmental Science	**USGS Topographic Map And JHT Tract Location Brunswick County, NC** (USGS Topographic Map from NRCS-WebSoil Survey)	Latitude 33.96769°	Scale: As Shown	**Figure 2**	
			Drawn By:		
		Longitude -78.09955°	Date:	Final Drawing	
			Project #: M-21-107	C:\Documents and Settings\matt\My Documents\RCR Files\Projects\148901	

	Robert Christian Reinhardt, PG Geology • Hydrogeology Environmental Science	**Brunswick County GIS Aerial Photograph** **Parcel and Well Locations** (aerial photo courtesy of Brunswick County GIS)	Scale: No Scale Drawn By: Date: Project #: M-21-107	**Figure 3** Final Drawing



	Robert Christian Reinhardt, PG Geology • Hydrogeology Environmental Science	**Brunswick County Water Supply Well Locations And Well Head Protection Areas** (map from Brunswick County Wellhead Protection Plan)	Scale: As Shown Drawn By: Date: Project #: M-21-107	**Figure 4** Final Drawing



	Robert Christian Reinhardt, PG Geology • Hydrogeology Environmental Science	**Brunswick County Well Field Estimated Confining Layer Thickness At Select Wells**	Latitude 33.96769°	Scale: As Shown Drawn By:	**Figure 5**
			Longitude -78.09955°	Date: Project #: M-21-107	Final Drawing C:\Documents and Settings\matt\My Documents\RCR Files\Projects\148901

Existing Sand Pit on Subject Property
Water Level Approximately 12’ to 14’ below Land Surface

Existing Sand Pit on Subject Property
Water Level Approximately 12’ to 14’ below Land Surface

View of Shallow Restrictive Sediment Layer
From the Existing Sand Pit

Shallow Pond on Adjacent Property
Water Level Approximately 3’ to 4’ below Land Surface

Brunswick County Well # 1

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # VI. - 2.
Utilities - Shallotte Transmission Water Main Change Order #1 (John Nichols, Public Utilities Director)

From:
John Nichols, P.E.

Issue/Action Requested:
Request that the Board of Commissioners approve a budget amendment and Change Order #1 in the amount of $325,046.00 and 56 additional days for the Shallotte Transmission Water Main contract with Ralph Hodge Construction Company.

Background/Purpose of Request:
On November 2, 2020, the Board of Commissioners authorized the Chairman and Clerk to the Board to execute the construction contract with Ralph Hodge Construction Company for the construction of the Shallotte Transmission Water Line. A Notice to Proceed was then issued on December 10, 2020. This 24-inch pipeline will increase water transmission capacity to areas of the county to the south and west of Shallotte and provide redundancy to the existing single transmission main through Shallotte.

The project's original base bid was set up for the installation of 24-inch Ductile Iron Pipe (DIP) with an alternate for 24-inch PVC pipe installation. Although DIP is typically used for large diameter water lines, the alternate for PVC was selected based on the fact that it is a redundant pipeline.

The contractor, Ralph Hodge Construction Company, has informed staff that there is currently a severe manufacturer delay in the production of 24-inch PVC pipe due to lack of certain raw materials. Production time on large diameter PVC pipe is currently unknown. In an effort to avoid extreme delays and also provide a more desirable product, the contractor recommends the installation of 24-inch DIP which is readily available. The cost for this change will be $365,046.00.

On January 6, 2021, a Change Proposal was executed resulting in a $40,000.00 credit to utilize Fusible PVC in lieu of HDPE on all horizontal directional drills. This credit will reduce the net additive Change Order #1 to $325,046.00.

Staff recommends that the Board approve a budget amendment and Change Order #1 in the amount of $325,046.00 to include an additional 56 days for associated pipe production delays to the Shallotte Transmission Water Main contract with Ralph Hodge Construction Company. The new contract total value will be increased from $5,433,500.00 to $5,758,546.00 with a revised completion date of February 4, 2022. This revised contract amount is still below the original low base bid of $5,895,500.00.

Fiscal Impact:
Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment and the associated capital project ordinance appropriates an additional $231,000 to the project. The remaining amount is covered by sales tax refunds.

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable.

County Manager's Recommendation:
Recommend the Board of Commissioners approve a budget amendment and Change Order #1 in the amount of $325,046.00 and 56 additional days for the Shallotte Transmission Water Main contract with Ralph Hodge Construction Company.

ATTACHMENTS:

Description

- Utilities - Shallotte Transmission Water Main Change Order #1 – Attach 1
- Utilities - Recommendation Letter and Supporting Documents - Attach 2
- Utilities - Shallotte Transmission Main Bid Tab - Attach 3
- 20210706 Budget Amendment Shallotte Trans Main Change Order 1.pdf
- 20210706 CPO Shallotte Transmission Water Main.pdf

DESIGNER'S REQUEST FOR AUTHORIZATION TO CHANGE

DATE: 06/24/2021

REQUEST NO.: Change Order 001

PROJECT NAME: Shallotte Transmission WL

OWNER: Brunswick County Public Utilities

CONTRACTOR: Ralph Hodge Cons. Co.

DESIGNER: Cape Fear Engineering

CONTRACT FOR: Shallotte Transmission WL

REASON FOR CHANGE:

See letter from Cape Fear Engineering to BCPU dated 06/23/2021.

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

See letter from Cape Fear Engineering to BCPU dated 06/23/2021.

DESIGNER SUMMARY:

1. Schedule items affected by this change:

2. Can Contractor mitigate the change without requiring a Contract time extension? No

3. Will the change require a Contract time extension for other Contractors? No Which?

4. Are additional costs indicated by reason of the time extension? If so they must be included in 5 & 6 Below.

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

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: 06/24/2021

Title: Kyle Herring, PE, Project Engineer

BRUNSWICK COUNTY
CHANGE ORDER NO. 001

PROJECT: Shallotte Transmission WL
ORIG. TIME OF COMP. 365 Days
ORIG. DATE OF COMP. December 9, 2021

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)

See attached. This Change Order is for the substitution of the remaining linear feet of PVC for DIP, and to execute the credit provided to the County for substitution of FPVC in lieu of HDPE for directional drills.

The Time of Completion including previous orders is 365 calendar days and shall be (increased) (decreased) (unchanged) by 56 calendar days by this change order for a revised Contract date of completion of 2/3/22. (Detailed analysis supporting the requirements for a change in duration is attached)

CONTRACT COST SUMMARY

					TOTALS
1. Original Contract Amount					$5,433,500.00
2. Amount of Previous Orders	ADD	$	Deduct	$	
3. Amount of This Order:	(ADD)	$365,046.00	(Deduct)	$40,000.00	
4. Total additions lines 2 & 3		$365,046.00	Minus Total Deducts:	$40,000.00	$325,046.00

(Line 4 shall show the net amount to be added or [deducted] from the **original** Contract amount.)

5. Revised Contract Total Amount $5,758,546.00

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.

Ralph Hodge Cons. Co. (Contractor) By: _____ _____ (Date)

Cape Fear Engineering (Designer) By: _____ 06/24/2021 (Date)

_____ (Owner) By: _____ _____ (Date)

_____ (County Commissioners) By: _____ _____ (Date)

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

Approved as to Form

_____
Brunswick County Finance Officer

_____
Brunswick County Attorney

DISTRIBUTION: 1 original to Owner 1 original to Contractor

CAPE FEAR
ENGINEERING

June 23rd, 2021

John Nichols, P.E.
Brunswick County Public Utilities
250 Grey Water Road
Supply, NC 28462

RE: Shallotte Transmission Waterline
Change Order #1

Dear Mr. Nichols:

On June 6th, 2021, we received the attached letter from Ralph Hodge Construction Company requesting additional funds and time due to the current overall stability of the construction materials market, specifically the cost and availability of the PVC pipe, and their recommendation to move forward with DIP as the pipe material for the remainder of the Project.

Ductile Iron Pipe (DIP) is the standard pipe material recommended for large diameter transmission lines for Brunswick County Public Utilities. PVC pipe was a substitution that was executed as a cost savings at the time of award. Based on the current availability of PVC, the proposed recommendation to provide DIP for the remainder of the project would be beneficial to the project, and avoid further delays due to regional availability of PVC pipe.

As stated in this letter the PVC resin industry has been severely impacted by a shortage caused due to winter storm events in Texas. These shortages have particularly impacted this project due to the large diameter (24") and the amount of resin required to produce, as well as the overall low demand for this pipe size regionally.

Due to conditions being out of the control of the Owner, Engineer and Contractor, we take no exceptions to the proposed recommendation from the Contractor to proceed with substitution of the remaining PVC with DIP for an added cost of $365,046.00. After incorporating a previous credit of $40,000 from Change Proposal dated January 6th, 2021, the net change order at this time is **$325,046.00** and an extension of the Contract by **56 days**.

This recommendation is solely based the unique conditions noted above, as well as the overall uncertainty of market conditions in the coming months and are in attempt to mitigate additional costs and time delays on this project.

Sincerely,

Matthew T. Haley, PE
Project Engineer

CFE File: 839-04
Attachments: (1) DIP Substitution Letter w/ Estimate, (2) Letters From Regional Suppliers, (3) Change Proposal for Fusible PVC

Change Proposal
Brunswick County

Date: January 6, 2021 **Project Name:** Shallotte Water Transmission Main
Designer: Cape Fear Engineering **Contractor:** Ralph Hodge Construction Company
Designer Rep: Kyle Herring, PE **Contractor Rep:** Ryan Walser

The Contractor recommends the following change to the project with associated changes to the Time of Completion and/or total project cost:

Ralph Hodge Construction (RHCC) recommends the use of FPVC on the directional drills and on the open cut fusible pipe sections of the project. RHCC offers a $40,000.00 credit from the project cost with no change in the time of completion. Additionally, RHCC has assurances from the FPVC manufacturer that some of the pipe is in stock and would therefore not delay the commencement of the drills. We have concerns that DR9 in this large size would not be readily available. Therefore, we recommend the change.

This change will: ADD (SUBTRACT) NOT CHANGE (circle as appropriate) the total project cost by $ 40,000.00 .

The total change to the Time of Completion shall be an: INCREASE DECREASE (circle as appropriate) of _____ 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 1/6/21 Date

Designer's Action: ☒ Recommend ☐ Do Not Recommend

☐ Recommend with the following changes

KYLE HERRING, PE

Designer 01/25/2021 Date

Original Designer Yellow Contractor Pink Owner

RALPH HODGE
Construction Company

NC License 6271

June 21, 2021

Mr. Kyle Herring, PE
Cape Fear Engineering
151 Poole Rd
Belville, NC 28451

REF: Shallotte Water Transmission Main
PVC Resin Shortage / PVC Pricing via Force Majeure

Dear Mr. Herring,

As I relayed to you in emails dated June 3rd, 2021, there is a significant PVC resin shortage in the US due to the winter storm events in Texas and subsequent power outages and freezing weather. Many of the PVC resin manufacturers have declared "force majeure" and cancelled resin contracts with the PVC manufacturers. This has affected the PVC manufacturers and PVC supplier's ability to honor their pricing as was quoted at bid time as well as their ability to deliver pipe in a timely manner.

As indicated in the June 3rd email, the PVC price has risen to $106.40 / LF plus tax versus the $63.50 / LF plus tax we were quoted at bid time. We have taken off the remaining pipe to be supplied and have come up with a total of 15,580 LF remaining. By continuing to use PVC on this project, we calculate that the increased cost would be $713,408.20. Additionally, the PVC would not be available until late July at the earliest.

I have reached out to the ductile iron manufacturer and they have quoted the remaining DIP and they have quoted the remaining DIP at $78.19 / LF plus tax for the push joint pipe and $122.73 / LF plus tax for the restrained joint (Quote attached). This change would represent an increase in cost of $365,046.00. DIP is available for delivery in mid July with the possibility of shipment of a few loads earlier.

Obviously, the DIP approach is far more cost effective and also provides the county with a more desirable product. To further bolster the case for using DIP, the PVC pricing and availability is subject to change due to the volatile nature of the market right now.

Since this situation is due to both "acts of god" and "force majeure", we feel that the county should grant a change order for the increased cost of materials. None of these events could have possibly been foreseen by Ralph Hodge Construction Company at bid time nor is there anything Ralph Hodge Construction Company could have done to prevent these events.

Therefore, it is our recommendation to switch to DIP with the corresponding change order so the project can move forward with as little delay as possible. We are also requesting a time extension of 56 days to account for the time from the notification from the PVC manufacturer (May 24th) to the estimated date of delivery of DIP (July 19th). This would be in addition to the 53 days we requested in our letter dated March 25th.

If you have any questions, please don't hesitate to call me.

Respectfully,

Ryan Walser
Vice President
Ralph Hodge Construction Company

Physical Address: 2101-F Miller Road • Wilson, NC 27893 • *Mailing Address:* P.O. Box 1179 • Wilson, NC 27894-1179
Phone: (252) 237-3663 • Fax: (252) 206-5789

From: Miller, Ronald
To: ryan@ralphhodge.com; McLain, Tony
Subject: RE: Shallotte Water Transmission Main
Date: Wednesday, May 26, 2021 3:04:28 PM

Confirming our phone conversation though, my 24" CL200 Fastite price today is $78.19. The 24" CL200 FlexRing price today is $122.73. Those numbers are good up until July 1. As you know shipping is problematic right now, hopefully will improve but we would do our absolute best to turn pipe around in 60 days. The day you get ok let me know as I need to enter this into production and also begin looking to see if we can borrow pipe from another order to meet your schedule. Each day is critical.

I hope we and you can pull this off. We want to help!

Ron

From: ryan@ralphhodge.com <ryan@ralphhodge.com>
Sent: Wednesday, May 26, 2021 12:52 PM
To: Miller, Ronald <RonaldMiller@american-usa.com>; McLain, Tony <TMcLain@american-usa.com>
Subject: Shallotte Water Transmission Main

Notice: This email came from an external source. Use caution opening any attachments or clicking any links in this email unless you were expecting it. Contact the sender and make sure this email is legitimate if you have any doubt.

Ron / Tony,

Wanting to see if you could look at supplying the pipe in Brunswick County. I have attached your original quote. We have already gotten the RJDIP for the bore and jacks. There is approximately 15,000 LF left. I'm not sure what is going to be Flex Ring and what would be Fastite. Lets just assume there is 12,000 LF of Fastite and 3000 LF of Flex Ring. I am just doing some preliminary pricing to see if it's worth exploring.

Thanks,

Ryan Walser
Vice President
Ralph Hodge Construction Company
O – (252) 237-3663
C – (252) 205-2874

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RALPH HODGE
Construction Company

NC License 6271

March 25, 2021

Mr. Kyle Herring, PE
Cape Fear Engineering
151 Poole Rd Suite 100
Belville, NC 28451

REF: Shallotte Water Transmission Main
Brunswick County, NC
Request for Time Extension

Dear Mr. Herring,

As I have indicated to you on numerous occasions, Ralph Hodge Construction Company (RHCC) has had difficulty acquiring 24" C900 PVC pipe. On March 5th, I forwarded an email to you showing the difficulty we have experienced. To summarize, RHCC released the material for this project in early January and were given a ship date of February 1, 2021. However, due to disruptions in the supply chain of resin, that ship date was pushed back to the end of February. Subsequently, the state of Texas suffered highly unusual and catastrophic weather events that shut down many resin plants further exasperating the situation.

On March 5th, we were informed that our pipe would not be available to us until at least April 15th. During the course of the resin shortage, many resin manufacturers and PVC manufacturers have declared force majeure and have pulled entire orders. We have been fortunate to date in that our order has only been delayed. The two main culprits are market forces and significant weather anomalies (acts of God). These factors are obviously completely out of the control of RHCC.

These delays of pipe delivery have delayed the pipe installation progress which is critical path. Article 43E of the General Conditions states,

> "If the Contractor is delayed in the progress of critical path activities…..by any causes beyond the Contractor's control,…..then the Contract Time may be extended by change order for the time which the Designer and Owner may determine is reasonable. However, such delays **must** be on critical path activities that cause the anticipated project construction time to exceed the Time of Completion."

We are requesting a time extension on this project due to the aforementioned conflicts that are outside the scope of RHCC's influence. Since the pipe was originally scheduled to arrive on February 1st and we didn't receive the first shipment until March 25th, we respectfully request a time extension of 53 days. I have attached back up documentation to show the nature of the delays that have impacted the PVC industry and supply chain.

If you have any questions, please don't hesitate to call my office.

Respectfully,

Ryan Walser
Vice President
Ralph Hodge Construction Company

Physical Address: 2101-F Miller Road • Wilson, NC 27893 • Mailing Address: P.O. Box 1179 • Wilson, NC 27894-1179
Phone: (252) 237-3663 • Fax: (252) 206-5789

1830 Craig Park Court
St. Louis MO 63146
314.432.4700
www.coreandmain.com

Feb. 26, 2021

Dear Valued Customer,

Recent adverse weather conditions affecting the Gulf Coast, Midwest and other large portions of the country have significantly impacted polymer supply lines and production facilities. As such, several resin producers along with PVC and HDPE manufacturers have sent notice of Force Majeure to Core & Main.

As a result of this supply chain disruption, pricing and availability of certain products could be adversely impacted. We are committed to partnering with you to ensure we work through these issues, but it's unknown how long the disruption will continue.

Please contact your sales representative or your local Core & Main branch for additional details or clarifications regarding existing orders or quotations.

We value the trust that you place in Core & Main and will work diligently to continue to service your material needs in these unprecedented times.

Thank you for your understanding and thank you for your continued support.

Sincerely,

Jack Schaller

Jack Schaller
President
Core & Main

From: Barnes, Brent
To: "Ryan Walser (ryan@ralphhodge.com)"
Subject: FW: 24" DR 18 Project
Date: Friday, March 5, 2021 8:43:24 AM

Ryan,

It appears we are still having delays on the 24" C900 we ordered back in November for the Shallotte Transmission main. As you know we were expecting pipe to be delivered in early February, then it was pushed to the end of February by the manufacturer. I am now being told now it will be approximately April 15th before we will have pipe on the jobsite. You can see the response from National Plastics representatives in the emails below regarding the delays. The PVC and plastic resin industry as a whole is a real mess right now due to a massive interruption in the supply chain of raw materials. National has proposed an alternate solution of supplying some 24" PVC pipe they made in late 2018 and 2019. They are willing to extend the regular warranty on the PVC of 1 year to 5 years on this pipe as the integrity of the pipe is as good as new. National had approximately 10,000lf of this pipe on the ground as of last week. Let me know as soon as you can which option you would like to pursue as exiting pipe inventory is being depleted rapidly due to interruption of the raw material supply chain.

Thanks,
Brent Barnes
Core and Main

From: JW Amon [mailto:jwamon@preferredsources.com]
Sent: Friday, March 5, 2021 8:21 AM
To: Barnes, Brent <Brent.Barnes@coreandmain.com>
Subject: FW: 24" DR 18 Project

CAUTION: External

CAUTION: External

Brent,
I spoke with Jeff @ National and we put together an alternate option for this Shallotte Transmission job, see his comments below on the current situation on PVC Pipe/Resin. We working 24/7 to get pipe made and right now we are looking at April 15th to start running this 24". Please let me know if there is any questions or anything we can help out with.

Thanks!

J.W. Amon
Vice President
Preferred Sources, INC.
930 Culp Rd.
Pineville, NC 28134
Office: 704-504-3111

Cell: 980-722-0969
Fax: 704-504-3499
Email: jwamon@preferredsources.com
Website: www.preferredsources.com

From: Jeff Kurkoski <kurkoski@nationalpipe.com>
Sent: Thursday, March 4, 2021 3:02 PM
To: JW Amon <jwamon@preferredsources.com>
Subject: 24" DR 18 Project

JW,
As we are all aware there have been significant supply chain interruptions in the industry due to the severe weather that recently beset itself upon our southern states. While National is in very good shape, having secured all the resin we need, there were factors outside of our control that caused us to have to delay the production of an item or two. One of these was the 24" DR 18. Now, I understand that this delay presents a problem for both you and your customer. I believe I was able to arrive at a very workable solution.

We do have pipe from a previous run that we would be able to supply. The pipe was run in 2019 but has been stored properly and is just as serviceable as any pipe we would run tomorrow. To back this up, we would be willing to extend the standard warranty from one to five years for all pipe supplied to this project from National. I have attached an image of the exact product to be shipped to further illustrate its excellent condition. I think this is a great solution that puts pipe in your hands as soon as you need it.
As always, if you have any questions please do not hesitate to reach out to me personally at any point in time.

Thank you.

Jeff Kurkoski
National Pipe & Plastics
Office 1(800)836-4350
Cell 1(607)621-1749
Kurkoski@Nationalpipe.com

DELIVERING GOOD WATER TO YOU

Michael King
Sales Manager (Electrical&Retail)
Phone: 800-621-4404 x7955
Fax: 310-693-8275
Email:
michaelking@jmeagle.com

Alex Mckean
Sales Manager (HDPE)
Phone:800 624-4404 x7956
Email:
alexmckean@jmeagle.com

Rodney Naranjo
Director of Sales
Phone : 800-621-4404 x 7824
Fax: 310-356-3674
Email:
rodneynaranjo@jmeagle.com

JM Eagle
5200 West Century Blvd
Los Angeles, CA 90045

February 22, 2021

Notice of Declaration of Force Majeure

Dear Valued JM Eagle Partner,

As our business has been directly and indirectly impacted by the recent severe cold weather conditions leading to industry-wide supply chain disruptions, effective immediately, JM Eagle is declaring that we are operating under *force majeure* conditions nation-wide for the immediate time-being. *Force majeure* conditions will limit our ability to meet product demands including product orders in process. We sincerely regret any inconvenience to your company.

We see this decision as unavoidable. We are not able to predict how long we will need to operate under these conditions. We are doing our best to return to normal operations as soon as reasonably possible.

Your sales representative will be in contact with you to help you work through this difficult situation. Also feel free to contact me directly.

Best regards,

Rodney Naranjo	*Michael King*	*Alex Mckean*
Rodney Naranjo Director of Sales	Michael King Sales Manager	Alex Mckean Sales Manager

NATIONAL PIPE & PLASTICS, INC.

American-made products since 1970

Corporate Offices
3421 Old Vestal Road, Vestal, NY 13850
800.836.4350 607.729.9381 Fax: 607.729.6130
www.nationalpipe.com

May 19, 2021

To whom it may concern,

This letter is meant to address questions regarding the state of the PVC resin and PVC pipe industry. The industry is experiencing upheaval that is primarily driven by February's Winter Storm Uri which devastated the Petro-chemical industry located in the Gulf Coast of the US and the latest rain event dumping 6+" on the gulf coast.

These storms caused extensive damage to our primary raw material suppliers (PVC Resin), forcing 3 of the 4 PVC resin producers to declare Force Majeure, one has recently rescinded their declaration. However, a major backlog of unfulfilled resin orders remains. Two of those 3 suppliers provide 100% of our resin. The remaining supplier is not taking any new customers. These Force Majeure declarations have resulted in a reduction of our contracted supply of PVC Resin by 25-30%.

We have not been given any indication of when we will be back to 100%. This reduction in available raw materials has forced National Pipe to reduce our production a commensurate amount.

To further complicate our industry's situation, the price of PVC resin has skyrocketed in the past 4 months, increasing the price of PVC pipe by nearly 40%. We have attempted to keep up with these increases by raising our prices for new orders as well as existing orders that cannot be shipped within the quoted terms.

These factors have resulted in an 8-10-week lead time for current orders, with longer lead times expected as the summer progresses.

We appreciate your understanding during these difficult times.

Regards,

Matt G Siegel
Vice President
National Pipe & Plastics

Formosa Plastics

Formosa Plastics Corporation, U.S.A.
9 Peach Tree Hill Road
Livingston, NJ 07039
Telephone: (973) 992-2090

February 18, 2021

[redacted]

Re: Excuse of
Performance Declaration

Dear [redacted] :

Formosa Plastics Corporation, U.S.A., on behalf of Formosa Plastics Corporation, Texas and Formosa Plastics Corporation, Louisiana ("Formosa"), is experiencing significant impacts to operations at its manufacturing plant sites, due to the severe weather which began the morning of February 15, 2021. As a result of this uncontrollable event, Formosa is declaring Excuse of Performance (*Force Majeure)* on all PVC Homopolymer Suspension Grade resins and Compound products.

Our teams are evaluating the impact of this event on our ability to produce and supply material. At this time, allocation of all of our PVC homopolymer suspension grade resins and compounds products will be implemented, and shipment delays are to be expected. Your account manager will update you on details of the allocation.

We understand the burden that this will put on your company and Formosa is making every effort to return back to normal production and distribution as quickly as possible. Thank you for your understanding and patience. Please feel free to reach out to your account manager for any additional information.

Thank You,

Dick Heinle
Vice President/General Manager
Formosa Plastics Corporation, U.S.A.
Vinyl Division

Formosa Plastics

Formosa Plastics Corporation, U.S.A.
9 Peach Tree Hill Road
Livingston, NJ 07039
Telephone: (973)-992-2090

May 19, 2021

Subject: Torrential Rainfall -Force Majeure

Dear Valued Customer,

Formosa Plastics Corporation, in Point Comfort, Texas as well as Baton Rouge, Louisiana, has been impacted by torrential rainfall. Like many among the communities that have been affected, we are responding to the various impacts caused by the severe weather.

As weather is beyond our reasonable control, we are aware that its impacts include but are not limited to hindering our ability to access transportation services. We are currently evaluating the impact on our production and logistics capabilities and will remain vigilant in providing updates to all of our valued customers, carriers and partners.

As a result, Formosa Chlor Alkali is declaring Force Majeure on all of its products.

We understand the challenges this creates for your business. Formosa is making every effort to return to normal production as quickly as possible. Your sales representative will keep you apprised of the situation in an effort to minimize the impact of this supply disruption.

Sincerely,

Philip Chen
Vice President/General Manager
Chlor Alkali and Specialty PVC Division

1830 Craig Park Court
St. Louis, MO 63146
314.432.4700
coreandmain.com

May 7, 2021

Dear Valued Customer,

Price increases and supply chain issues continue to surface. Specifically, PVC pipe and fittings, ductile iron pipe and fittings, HDPE pipe, restraints, meters, hydrants and valves, as well as many other products, are experiencing significant shortages that could lead to extended lead times. Along with these supply chain problems, pricing continues to escalate. These problems exist with both domestic and import materials.

With demand high and supply limited, we anticipate a very challenging summer and balance of 2021. It is imperative that we work closely with you to plan and schedule jobs early on in order to avoid possible project delays.

Please continue to communicate with your local sales rep and Core & Main branch for continuous updates and communications regarding these pricing and supply chain issues.

We continue to value the trust you have placed in Core & Main and we will work diligently to service your material needs in this challenging environment.

Thank you for your continued support.

Sincerely,

Jack Schaller

Jack Schaller
President
Core & Main

DELIVERING GOOD WATER TO YOU

Michael King
Sales Manager (Electrical&Retail)
Phone: 800-621-4404 x7955
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Rodney Naranjo
Director of Sales
Phone : 800-621-4404 x 7824
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JM Eagle
5200 West Century Blvd
Los Angeles, CA 90045

February 22, 2021

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We see this decision as unavoidable. We are not able to predict how long we will need to operate under these conditions. We are doing our best to return to normal operations as soon as reasonably possible.

Your sales representative will be in contact with you to help you work through this difficult situation. Also feel free to contact me directly.

Best regards,

Rodney Naranjo *Michael King* *Alex Mckean*

Rodney Naranjo
Director of Sales

Michael King
Sales Manager

Alex Mckean
Sales Manager

1830 Craig Park Court
St. Louis MO 63146
314.432.4700
www.coreandmain.com

Feb. 26, 2021

Dear Valued Customer,

Recent adverse weather conditions affecting the Gulf Coast, Midwest and other large portions of the country have significantly impacted polymer supply lines and production facilities. As such, several resin producers along with PVC and HDPE manufacturers have sent notice of Force Majeure to Core & Main.

As a result of this supply chain disruption, pricing and availability of certain products could be adversely impacted. We are committed to partnering with you to ensure we work through these issues, but it's unknown how long the disruption will continue.

Please contact your sales representative or your local Core & Main branch for additional details or clarifications regarding existing orders or quotations.

We value the trust that you place in Core & Main and will work diligently to continue to service your material needs in these unprecedented times.

Thank you for your understanding and thank you for your continued support.

Sincerely,

Jack Schaller

Jack Schaller
President
Core & Main

Q1

2021

AGC
THE CONSTRUCTION ASSOCIATION

CONSTRUCTION INFLATION ALERT

The construction industry is currently experiencing an unprecedented mix of steeply rising materials prices, snarled supply chains, and staffing difficulties, combined with slumping demand that is keeping many contractors from passing on their added costs. This combination threatens to push some firms out of business and add to the industry's nearly double-digit unemployment rate.

The situation calls for immediate action by federal trade officials to end tariffs and quotas that are adding to price increases and supply shortages. Officials at all levels of government need to identify and remove or lessen any unnecessary or excessive impediments to the importation, domestic production, transport, and delivery of construction materials and products. Project owners need to recognize how much conditions have changed for projects begun or awarded in the early days of the pandemic or before and to consider providing greater flexibility and cost-sharing. Contractors should become even more vigilant about changes in materials costs and expected delivery dates and should communicate the information promptly to current and prospective clients.

This report is intended to provide all parties with better understanding of the current situation, the impact on construction firms and projects, its likely course in the next several months, and possible steps to mitigate the damage. The document will be revised to keep it timely as conditions change. Please send comments and feedback to AGC of America's chief economist, Ken Simonson, ken.simonson@agc.org.

www.agc.org

Rising costs, flat project pricing

Figure 1 illustrates the threat to contractors from fast and steeply rising prices for materials, both for projects that have already been bid or started and for preparing -price or guaranteed-maximum-price bids. The red line shows the change since April 2020 in the price of all materials and services used in nonresidential construction, while the blue line measures the change—or lack of change—in what contractors say they would charge to erect a set of nonresidential buildings. This blue line, essentially a measure of bid prices, has remained virtually stable, rising only 0.5% from April 2020 to February 2021. In contrast, the red line, measuring the cost of contractors' purchases, has soared nearly 13% over the same 10 months.

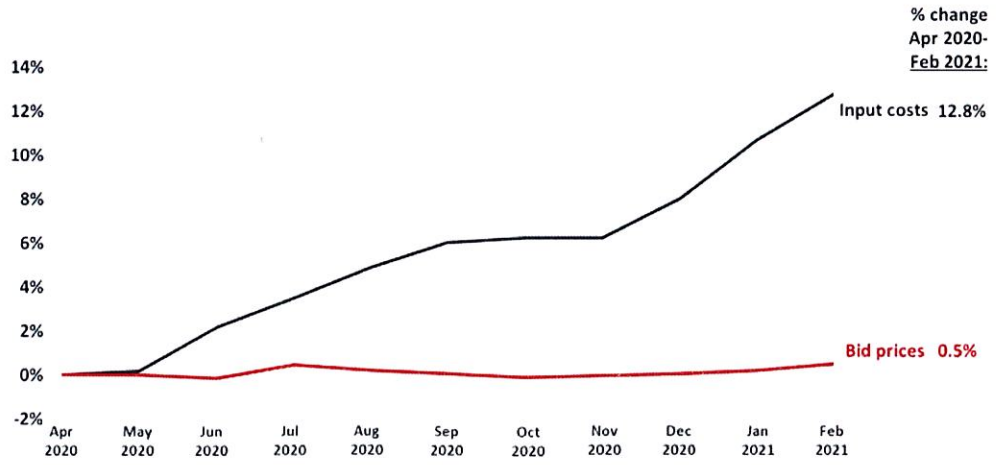
12.8%

Input costs for general contractors have soared nearly 13% from April 2020 to February 2021

In other words, if a contractor or subcontractor submitted a fixed-price bid in April 2020 based on materials costs at that time but did not buy the materials until February 2021, its cost for the materials would have risen an average of nearly 13%. Given that materials often represent half or more of the cost of a contract, such an increase could easily wipe out the profit from a project and create severe financial hardship for the contractor.

FIGURE 1

Change in construction input costs and bid prices
April 2020-February 2021



Source: Bureau of Labor Statistics, producer price indexes (PPIs) for new nonresidential building construction (bid prices) and inputs to nonresidential construction (input costs), not seasonally adjusted

In fact, Figure 1 understates the severity of the current situation for many contractors, in three respects. First, the two lines are calculated from producer price indexes (PPIs) posted monthly by the Bureau of Labor Statistics (BLS). The most recent PPIs are based on prices BLS collected around February 11.

Since then, numerous materials have risen even more steeply in price. For instance, the national average retail price of on-highway diesel fuel climbed from $2.80 per gallon on February 8 to $3.19 on March 22, a rise of 14% in just six weeks, according to a weekly truckstop survey posted by the Energy Information Administration. Private price-tracking services have reported similarly steep increases for a variety of steel, lumber, and engineered wood products.

Second, contractors are incurring costs not captured by this measure. Delayed deliveries, higher expenditures for personal protective equipment and other sanitation measures, and shortages of employees or subcontractors' workers on jobsites due to coronavirus impacts are all driving up contractors' costs. In some cases, project completions are being delayed, meaning contractors receive needed payments later and may incur penalties for missed deadlines.

Third, many projects or subcontractors' packages are heavily weighted toward materials that have risen much more in price than the overall PPI for inputs. As Figure 2 shows, the PPI for diesel fuel (at the fuel terminal, not retail) increased 114% between April 2020 and February 2021. The PPI for lumber and plywood jumped 62%. The index for copper and brass mill shapes climbed 37% and the PPI for steel mill products rose 20%.

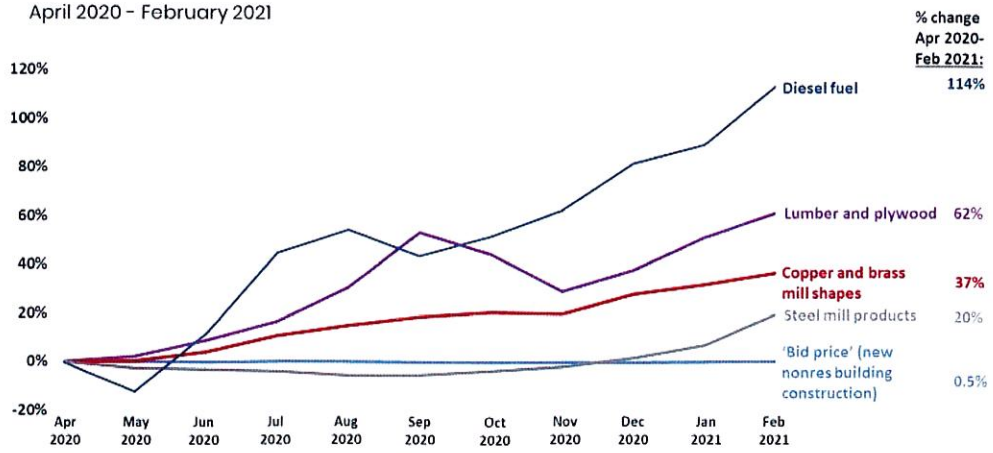
114%

Diesel fuel PPI (Producer Price Index) has increased more than 114% between April 2020 to February 2021

FIGURE 2

Price changes for construction and selected materials

April 2020 - February 2021



Source: Bureau of Labor Statistics, producer price indexes (PPIs) for new nonresidential building construction (bid prices), diesel fuel, wood, and metal products, not seasonally adjusted

270%

Due to extreme weather conditions and general demand, PVC prices have increased over 270% from March 2020 to March 2021

Some broad categories of products have not gone up dramatically, but narrower classes of products within those categories have. For instance, the PPI for plastic construction products rose "only" 6% from March 2020 to January. But an AGC member reported on March 5 that for polyvinyl chloride (PVC) "used in electric utility work the price from [March 2020] to January 2021 had a general increase of 85%." Following extreme winter weather in Texas that knocked out production facilities and created a surge in demand for pipe to replace broken lines, "Now that increase is 270% from March 2020" to March 4, 2021.

In recent weeks, producers and distributors of many additional materials have announced large price increases. Some have already been imposed, while others are scheduled to take effect in the next few weeks.

For example, a leading producer of spray polyurethane products, used for building sealants and insulation, announced on March 12 that it would increase prices 12-15%, "effective for all new and existing orders shipping after April 12." On March 4 another supplier

notified customers of two price increases of 10% each, effective on April 5 and May 1. On March 10, a major building-products distributor announced 19 broad categories of price increases, ranging as high as a 20% increase effective on April 5 for "all wallboard and glass mat products."

In addition to sudden price increases, contractors are experiencing delivery times that have stretched or become completely unreliable. A producer of building mesh told customers on March 15, "Volatility in the costs associated with producing and shipping standard welded wire reinforcement has made it necessary for us to withdraw all previously issued price lists. The availability of SWWR has been negatively impacted by the shortage of raw materials; therefore, lead times previously quoted will require review."

Not a short-term problem

Some might assume contractors will simply raise their prices to cover the added costs. But current conditions in the industry, as well as the record from previous episodes of escalating materials costs, suggest that the mismatch between materials costs and contractors' prices is likely to persist for an extended period.

The pandemic has caused current production and delivery of many materials to fall short of demand. Initially, a wide range of factories, mills, and fabrication facilities were shut down on their owners' initiative or because government orders deemed them to not be "essential." In some cases, contractors—particularly homebuilders—canceled orders because they no longer saw demand for construction. Once production facilities were allowed to re-open, many of them had trouble getting up to full capacity because their own workers or those of their suppliers and freight haulers may have been ill, quarantined, or required to care for family members at home.

Imported products and components also were subject to production and shipping shutdowns in the early months of the pandemic. This particularly affected many products from China and northern Italy, ranging from kitchen cabinets and appliances to tile flooring to elevators. In recent months, production has increased but containers, ships, port space, and trucking capacity have all experienced bottlenecks that have slowed deliveries.

Dramatic shifts in demand triggered, at least in part, by the pandemic have added to price pressures and shortages of goods. Housing starts have increased between 15% and 20% from year-earlier levels, creating huge additional demand for wood products and other items that are also used in nonresidential construction. Restaurants that added decks and railings for outdoor dining, along with offices and other buildings undergoing remodeling, added to demand for these products.

15-20%

Housing starting costs have increased between 15% to 20% from year-earlier levels

A more recent source of price increases and extended lead times was the extreme winter weather that struck Texas in February. Widespread, unanticipated power failures and unusual freezing temperatures shut down petrochemical plants that normally operate around the clock. Frozen pipes burst, adding to the damage. Repairing the damage and getting complex facilities back to full operating rates is likely to take several months in some cases.

Loss of this production affects plastic resins and other "building blocks" for a wide range of construction products, including: PVC pipe and other hard plastic products like plumbing fittings

and fixtures; vinyl siding and vapor barriers; binders or "glue" for the particles and layers of plywood and oriented strand board (OSB), and adhesives for backing/facing for wallboard. Various types of cardboard, paper, and plastic packaging, tapes, and fasteners, including ones for shipping and protecting construction materials, also depend on resins. The freeze also added to demand for plastic pipe and fittings to replace broken water lines, adding to the demand-supply imbalance.

Yet another cause of higher prices and tighter supply is trade policy actions imposed in 2018-2020. Tariffs or quotas on steel and aluminum from many countries, along with tariffs on hundreds of parts and materials from China, drove up the cost of many construction products and limited the number of suppliers, which has led to longer delivery times. Failure to renew a longstanding softwood lumber agreement with Canada has added to lumber costs.

Although the ostensible purpose of some of the trade actions was to protect and create jobs in the U.S. manufacturing sector, steel in particular, very little capacity has been added so far. Many manufacturers merely raised their prices in tandem with the imposition of tariffs.

PAST EPISODES

12.9%

In the past price inflation, materials costs experienced an annual growth rate increase of 12.9% in September 2008

The construction industry has endured previous spells of rapid cost escalation. For instance, the PPI for goods used in new nonresidential construction accelerated from a 3.6% year-over-year rate of increase in January 2004 to 10.0% by October of that year and remained above a 5% annual rate for a total of 31 months, before subsiding to a 3.2% rate in October 2006.

Less than a year later, materials costs soared again, rising from a 1.6% annual growth rate in August 2007 to 12.9% in September 2008. The financial crisis that fall brought rates down rapidly but, again, only for about a year. The growth rate spiked from 0.4% year-over-year in December 2009 to 5.8% the following April and remained above or close to 5% until early 2012.

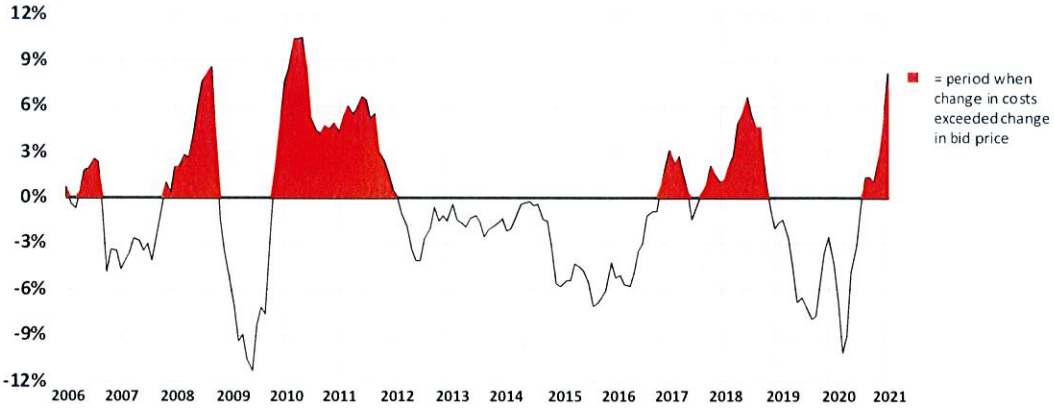
The most recent episode of high materials cost increases was from November 2018 through November 2019, when the year-over-year price change ranged from 4.9% to 9.2%.

While each of these price spikes eventually subsided, they caused enormous harm to contractors, who generally were not able to pass along the increases for an extended period. Not only were firms that had already signed contracts to deliver a project at a fixed price caught by the increases, but competition kept contractors from raising bids to match for a year or longer. A comparison of the year-over-year change in the PPI for materials with the PPIs for five types of new nonresidential buildings shows there were periods as long as 28 consecutive months with such price disparities. That is, contractors' bid prices rose less—or decreased—relative to the cost of the goods they purchased. For the most part, these months coincided with periods in which the value of nonresidential construction was stagnating or shrinking.

Figure 3 shows this comparison for one building type, new warehouse building construction. Periods in which the PPI for goods used in nonresidential construction exceeded the PPI for warehouse contractors' bid prices appear in red. The longer these intervals last and the higher the peak—i.e. the larger the gap between costs and bid prices—the more likely it is that some contractors will have financial difficulties. The current period already has one of the highest peaks.

FIGURE 3

Change in material costs vs. change inwarehouse bid prices, Jan. 2006 -Feb. 2021
Difference between year-over-year change in costs vs. bid prices



Source: Bureau of Labor Statistics, producer price indexes fogoods inputs to nonresidential construction (material costs) and new warehouse construction (bid prices)

CURRENT DEMAND FOR CONSTRUCTION

The construction market currently is marked by a huge disparity. Residential construction spending—comprising new single- and multifamily structures along with additions and renovations to owner-occupied housing—jumped 21% from January 2020 to January 2021. Over the same 12 months, private nonresidential construction spending tumbled 10%.

Employment data show a similar story. Both residential and nonresidential construction employment plunged by 14-15% from February to April 2020. But over the next nine months, through January 2021, employment among residential building and specialty trade contractors rebounded to the same level as in February 2020, immediately before the pandemic struck. In contrast, in those nine months nonresidential building, specialty trade and heavy and civil engineering contractors added back little more than half of the employees they lost between February and April 2020.

21%

Residential construction spending jumped 21% from January 2020 to January 2021

AGC has surveyed its members repeatedly since March 2020 to gauge the impact of the pandemic on their businesses. Consistently, and as recently as March 2021, only about one-third of firms reported the volume of their business had matched or exceeded the levels of one year before, while an equal share predicted they would not return to that level for more than six months. The remainder either thought it would take 1-6 months to reach year-ago levels or didn't know. These results, like the spending and employment data, point to a large amount of downward pressure on contractors' ability to pass along material cost increases. (Full survey results are available here: https://www.agc.org/news/2021/03/11/march-2021-agc-coronavirus-survey-results.)

What can contractors and owners do?

While contractors cannot unclog ports or rescind tariffs, they can provide project owners with timely and credible third-party information about changes in relevant material costs and supply-chain snarls that may impact the cost and completion time for a project that is underway or for which a bid has already been submitted.

Owners can authorize appropriate adjustments to design, completion date, and payments to accommodate or work around these impediments. Nobody welcomes a higher bill, but the alternative of having a contractor stuck with impossible costs or timing is likely to be worse for many owners.

For projects that have not been awarded or started, owners should start with realistic expectations about current costs and the likelihood of increases. They should provide potential bidders with accurate and complete design information to enable bidders to prepare bids that minimize the likelihood of unpleasant surprises for either party.

Owners and bidders may want to consider price-adjustment clauses that would protect both parties from unanticipated swings in materials prices. Such contract terms can enable the contractor to build in a smaller contingency to its bid, while providing the owner an opportunity to share in any savings from downward price movements (which are likely at some point, particularly for long-duration projects). The ConsensusDocs suite of contract documents (www.ConsensusDocs.org) is one source of industry-standard model language for such terms. The ConsensusDocs 200.1 Materials Price Escalation Addendum offers the only standard contract document that addresses price escalation.

The parties may also want to discuss the best timing for ordering materials and components. Buying items earlier than usual can provide protection against cost increases but it comes with the need to pay sooner for the items and potentially paying for storage, security against theft and damage, and the possibility of design changes that make early purchase unwise.

Conclusion

The construction industry is in the midst of a period of exceptionally steep and fast-rising costs for a variety of materials, compounded by major supply-chain disruptions and stagnant or falling demand for projects—a combination that threatens the financial health of many contractors. No single or simple solution will resolve the situation, but there are steps that government officials, owners, and contractors can take to lessen the pain.

No single or simple solution will resolve the situation, but there are steps that government officials, owners, and contractors can take to lessen the pain

Federal trade policy officials can act immediately to end tariffs and quotas on imported products and materials. With many U.S. mills and factories already at capacity, bringing in more imports at competitive prices will cool the overheated price spiral and enable many users of products that are in short supply to avoid layoffs and shutdowns.

Officials at all levels of government should review all regulations, policies, and enforcement actions that may be unnecessarily driving up costs and slowing importation, domestic production, transport, and delivery of raw materials, components, and finished goods.

Owners need to recognize that significant adjustments are probably appropriate regarding the price or delivery date of projects that were awarded or commenced early in the pandemic or before, when conditions at suppliers were far different. For new and planned projects, owners should expect quite different pricing and may want to consider building in more flexibility regarding design, timing, or cost-sharing.

Contractors need, more than ever, to closely monitor costs and delivery schedules for materials and to communicate information with owners, both before submitting bids and throughout the construction process.

Materials prices do eventually reverse course. Owners and contractors alike will benefit when that happens. Until then, cooperation and communication can help reduce the damage.

Change Proposal
Brunswick County

Date: January 6, 2021 **Project Name:** Shallotte Water Transmission Main
Designer: Cape Fear Engineering **Contractor:** Ralph Hodge Construction Company
Designer Rep: Kyle Herring, PE **Contractor Rep:** Ryan Walser

The Contractor recommends the following change to the project with associated changes to the Time of Completion and/or total project cost:

Ralph Hodge Construction (RHCC) recommends the use of FPVC on the directional drills and on the open cut fusible pipe sections of the project. RHCC offers a $40,000.00 credit from the project cost with no change in the time of completion. Additionally, RHCC has assurances from the FPVC manufacturer that some of the pipe is in stock and would therefore not delay the commencement of the drills. We have concerns that DR9 in this large size would not be readily available. Therefore, we recommend the change.

This change will: ADD (SUBTRACT) NOT CHANGE (circle as appropriate) the total project cost by $ 40,000.00 .

The total change to the Time of Completion shall be an: INCREASE DECREASE (circle as appropriate) of _____ 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 1/6/21 Date

Designer's Action: ☒ Recommend ☐ Do Not Recommend

☐ Recommend with the following changes

KYLE HERRING, PE

Designer 01/25/2021 Date

Original Designer Yellow Contractor Pink Owner

CAPE FEAR
ENGINEERING

October 20th, 2020

John Nichols, P.E.
Brunswick County Public Utilities
250 Grey Water Road
Supply, NC 28462

RE: Shallotte Transmission Waterline
Bid Recommendation Letter

Dear Mr. Nichols:

Enclosed for your review and approval is a copy of the certified tabulation of bids for all bidders. We have thoroughly evaluated the bid by the apparent low bidder, Ralph Hodge Construction Co., and based on our interpretation, have determined them to be responsive and responsible, and that the contract price is considered fair and reasonable.

Cape Fear Engineering, Inc. hereby recommends Brunswick County's authorization to award the construction contract to **Ralph Hodge Construction Co.,** in the amount of **$5,433,500.00.** The amount of the recommendation is based on the Lump Sum Base Bid and all alternates (G-1, G-2 & G-3) as requested by Brunswick County.

Sincerely,

Matthew T. Haley, PE
Project Engineer

Attachments: Certified Bid Tabulation
Contractor Bids (Originals)

File: 839-04 "80"

151 Poole Road, Suite 100 • Belville, NC 28451 • TEL: (910)383-1044 • FAX (910)383-1045
www.capefearengineering.com

Bid Tabulation

Project Name: Brunswick County - Shallotte Transmission Waterline
Project Number: 839-04
Date: 10/20/2020

CAPE FEAR ENGINEERING

	BASE BID	ALTERNATE G-1			ALTERNATE G-2			ALTERNATE G-3			TOTAL*
Contractor	**Lump Sum Base Bid**	**G-1 Add/ Deduct**	**Alternate G-1**	**Base Bid Including Alternate G-1**	**G-2 Add/ Deduct**	**Alternate G-2**	**Base Bid Including Alternate G-2**	**G-3 Add/ Deduct**	**Alternate G-3**	**Base Bid Including Alternate G-3**	**Base Bid Including All Alternates (G-1, G-2 & G-3)**
Ralph Hodge Construction Co.	**$ 5,895,500.00**	N/A	$ -	**$ 5,895,500.00**	Deduct	$ (462,000.00)	**$ 5,433,500.00**	N/A	$ -	**$ 5,895,500.00**	**$ 5,433,500.00**
Hall Contracting Corporation	**$ 6,338,023.00**	N/A	$ -	**$ 6,338,023.00**	Add	$ 100,000.00	**$ 6,438,023.00**	Add	$ 100,000.00	**$ 6,438,023.00**	**$ 6,538,023.00**
Carmichael Construction Company	**$ 6,476,284.19**	Deduct	$ (10,000.00)	**$ 6,466,284.19**	Deduct	$ (100,000.00)	**$ 6,376,284.19**	Add	$ 300,000.00	**$ 6,776,284.19**	**$ 6,666,284.19**
S&L Contracting, LLC	**$ 6,887,000.00**	N/A	$ -	**$ 6,887,000.00**	Deduct	$ (213,175.00)	**$ 6,673,825.00**	Add	$ 228,165.00	**$ 7,115,165.00**	**$ 6,901,990.00**
Sanford Contractors, Inc.	**$ 7,887,765.00**	N/A	$ -	**$ 7,887,765.00**	Add	$ 118,825.00	**$ 8,006,590.00**	Add	$ 34,600.00	**$ 7,922,365.00**	**$ 8,041,190.00**
T.A. Loving Company	**$ 7,945,777.00**	N/A	$ -	**$ 7,945,777.00**	Deduct	$ (200,000.00)	**$ 7,745,777.00**	Add	$ 75,000.00	**$ 8,020,777.00**	**$ 7,820,777.00**
State Utility Contractors, Inc.	**$ 9,047,955.00**	N/A	$ -	**$ 9,047,955.00**	Deduct	$ (108,000.00)	**$ 8,939,955.00**	Add	$ 240,000.00	**$ 9,287,955.00**	**$ 9,179,955.00**

*PER BRUNSWICK COUNTY PUBLIC UTILITIES, PROJECT IS TO BE AWARDED BASED ON THE TOTAL PRICE OF BASE BID AND ALL ALTERNATES (G-1, G-2 & G-3)

Request Info	
Type	Budget Amendment
Description	Shallotte Trans Main CO 1
Justification	Board Meeting 07/06/2021-Transfer $231,000 from the water fund to the Shallotte Transmission Water Main project for change order #1 with Ralph Hodge Construction Company in the amount of $325,046.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
418288	398661	Shallotte Transmission Main	Transfer from Water Fund	231000	Increase	Credit
418288	464002	Shallotte Transmission Main	Construction	231000	Increase	Debit

Total	
Grand Total:	462000

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE

Shallotte Transmission Main
(418288)

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

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

Water Capital ProjectsFund:		
Revenues:		
Transfer from Water Fund		6,123,000
Total Water Capital Project Revenues	**$**	**6,123,000**
Expenditures:		
Arch/Eng/Legal		458,500
Construction		5,664,500
Total Water Capital Project Expenditures	**$**	**6,123,000**

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

Current Funds Appropriated	$	6,123,000

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

Contribution to Capital Project Fund	$	6,123,000

Section 4. This Capital Project Ordinance shall be entered into the minutes of the July 6, 2021 meeting of the Brunswick County Board of Commissioners.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # VII. - 1.
Governing Body - Annual Board Appointments

From:
Andrea White

Issue/Action Requested:
Request that the Board of Commissioners appoint Leah McGhee to the Substance Use and Addiction Commission, as the Chief Superior Court Judge Designee, for a 4-year term expiring June 30, 2025.

Background/Purpose of Request:
Chief Superior Court Judge Jason Disbrow has recommended the appointment of Leah McGhee as his designee on the Brunswick County Substance Use and Addiction Commission beginning July 1, 2021. If appointed, Ms. McGhee will serve a 4-year term expiring June 30, 2025.

Fiscal Impact:
Not Applicable

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners appoint Leah McGhee to the Substance Use and Addiction Commission, as the Chief Superior Court Judge Designee, for a 4-year term expiring June 30, 2025.

ATTACHMENTS:

Description

- Roster - BC Substance Use and Addiction Commission

Substance Use & Addiction Commission

Name	District	Appointment Date	Term	Expiration Date	Serving Since
Kathleen Gomes	1	6/1/2020	4	6/30/2024	2018
Joshua Torbich	2	6/1/2020	4	6/30/2024	2018
William Eberle	3	5/17/2021	4	6/30/2025	2018
Heather Strickland (unexp)	4	6/17/2019	3	6/30/2021	2018
William Hickman (unexp)	5	10/15/2018	4	6/30/2022	2018
Cynthia Cheatham (unexp)	At-Large	8/19/2019	4	6/30/2023	2019
Catherine Cooke (unexp)	At-Large	1/19/2021	4	6/30/2023	2021
Jon Oliver (unexp)	Sheriff	6/15/2020	4	6/30/2022	2020
Eric Gushue (unexp)	Chief Judge	10/15/2018	3	6/30/2021	2018
Jennifer Lucas (unexp)	Board of Ed.	2/15/2021	4	6/30/2023	2021

Mission

Serves in an advisory capacity to make recommendations regarding the substance use and addiction program needs of Brunswick County.

Membership

Initial terms are described in By-Laws, all subsequent are 4-year terms

~ 7 members, appointed by the Board of Commissioners

~ 1 member, designated by the Sheriff and appointed by Commissioners

~ 1 member, designated by the Chief Superior Court Judge and appointed by Commissioners

~ 1 member, designated by the Board of Education and appointed by Commissioners

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # VII. - 2.
Governing Body - Appointment of the Clerk to the Board of Commissioners

From:
Andrea White

Issue/Action Requested:
Request that the Board of Commissioners appoint Daralyn Spivey to serve as Clerk to the Board of Commissioners.

Background/Purpose of Request:
Due to the pending retirement of the current Clerk to the Board/Executive Assistant, Andrea White, the Clerk to the Board position was advertised and Ms. Daralyn Spivey was selected to fill the position. Following the appointment, the oath of office will be administered to Ms. Spivey.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners appoint Daralyn Spivey to serve as Clerk to the Board of Commissioners.

ATTACHMENTS:

Description

- Oath of Office - Spivey

County of Brunswick

Office of the County Commissioners

OATH OF OFFICE

BRUNSWICK COUNTY CLERK TO THE BOARD

I, Daralyn Spivey, do solemnly and sincerely swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; and that I will faithfully discharge the duties of my office as Clerk to the Board, so help me God.

_____

Daralyn Spivey

Attestation:

Subscribed and sworn before me this the 6th day of July, 2021.

_____

Andrea White
Clerk to the Board/Notary
Brunswick County Commissioners

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
July 6, 2021

Action Item # IX. - 1.
Closed Session - Approve Closed Session Minutes and Consult with Attorney

From:
Andrea White

Issue/Action Requested:
Request that the Board of Commissioners enter into Closed Session pursuant to N.C.G.S. 143-318.11(a)(1) to approve closed session minutes and 143-318.11(a)(3) to consult with its Attorney.

Background/Purpose of Request:

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners enter into Closed Session pursuant to N.C.G.S. 143-318.11(a)(1) to approve closed session minutes and 143-318.11(a)(3) to consult with its Attorney.