



# **REQUEST FOR PROPOSAL**

**FOR**

# **CLASSIFICATION AND TOTAL COMPENSATION STUDY**

**ISSUE DATE: JUNE 2, 2021**

**DUE DATE: JULY 30, 2021**

## **1. INTRODUCTION**

Brunswick County is soliciting proposals for a Classification and Total Compensation Study to assist with maintaining a competitive and equitable classification and total compensation system for all positions when considered in relation to each other (internally) and when compared to the external labor market.

## **2. BACKGROUND**

Brunswick County operates under a Commission-Manager form of government. Under this system, the Board of Commissioners establishes the policies under which the County operates and has appointed a professional Manager to oversee the day-to-day operations of the County Government. Bolivia, North Carolina is the county seat of Brunswick County and where the Brunswick County Government Center is located. There are 19 municipalities located in Brunswick County. Brunswick County is one of the top growing counties within the state of North Carolina and is geographically North Carolina's southernmost county. The County is bordered by the large urban center of Wilmington, North Carolina to the north, the major resort capital of Myrtle Beach, South Carolina to the south, and the Atlantic Ocean to the east.

The County employs approximately 1100 full-time benefited employees. There are approximately 400 full-time job descriptions. The County last had a similar study performed in 2012. The County's compensation package includes base salary, longevity, and overtime/compensatory time for non-exempt positions. Merits and market-based salary adjustments are considered annually and must be approved by the Board of Commissioners.

Each classification is assigned to a salary grade in the County Pay Plan from grade 57 to grade 112. Within each salary grade, there is a total spread of about 60% from each minimum salary to the maximum salary. There are no predefined salary steps in the salary range. The County utilizes a pay for performance system whereby all employees are evaluated annually. If a merit increase is approved by the Board of Commissioners, performance ratings determine merit increases.

The County provides a full range of employee benefit programs including health, dental, long-term disability, life insurance, 401(k) contributions, paid leave, retirement, and longevity incentives. Optional insurance programs and flexible benefit accounts are available through a third-party broker. Benefits management has focused heavily on program design and offering the highest level and maximum benefits to all employees.

A copy of the current Brunswick County Pay Plan is included as Exhibit A. Exhibit B is a list of the current job classifications by pay grade. Exhibit C is the County's current Fringe Benefits Summary.

### **3. PROJECT OVERVIEW**

The purpose of the Classification and Total Compensation Study is to evaluate the County's existing job classification, compensation, and benefits programs and provide viable options and strategies that would enhance the County's ability to attract and retain a highly qualified and motivated workforce over the next five to ten years. Brunswick County invites qualified management consultants to submit proposals to:

1. perform a review of the existing classification plan,
2. perform a salary study including public and private employers who are providing equitable services,
3. examine and compare benefits in relation to other local governments and relevant private sector organizations, and
4. prepare recommendations for compensation policies to maintain competitiveness, reward employees, and ensure equity.

### **4. SCOPE OF WORK**

Brunswick County has established the following objectives for this project. Any changes to the specifications or Scope of Work will be made in the form of an Addendum to this Request for Proposal and will be supplied to all prospective contractors and posted on the Brunswick County website. Brunswick County may negotiate and refine the final Scope of Work with the selected contractor. Brunswick County reserves the right to negotiate additional services with the selected contractor at any time after the initial contract award.

- Study and evaluate select full-time positions within the County for purposes of determining the proper classification.
- Conduct a comprehensive salary study to determine if the County's salaries are competitive within the appropriate job market. The current market survey data or survey to be conducted will include the collection and summary of salary and benefits data from an agreed upon set of participants, both public and private, or other survey sources.
- Conduct a thorough benefits survey, including a review of leave and holidays, in comparison to similar public and private sector organizations.
- Evaluate position designations of exempt and non-exempt to ensure compliance with the Fair Labor Standards Act (FLSA).

- Review the effectiveness of the County’s overall compensation system.
- Review the salary structure and pay plan to ensure the County can support recruitment and retention of employees more effectively.
- Review accuracy of position titles and descriptions regarding unique characteristics of the position, essential job functions, minimum qualifications, working conditions, licensing requirements, on-call requirements, and supervisory requirements.
- Provide analysis of existing internal hierarchy and internal career ladders where appropriate and clearly outline job progression opportunities and provide recognizable compensation growth.
- Attend meetings, if requested, throughout the process with employees, the County Manager and/or designated staff, and the Board of Commissioners to explain the methodology, survey results, and recommendations.
- Make recommendations to County staff about any changes to the pay plan, strategies, policies, best practices, and other compensation related items in order to maintain a competitive place in the labor market.
- Develop and present final recommendations and implementation plan including impact of implementing recommended adjustments to current salaries both immediately and in the future.
- Recommend effective recruitment strategies for hard to fill, high turnover positions.
- Recommend a classification/compensation and position evaluation system that adheres to the following basic elements and characteristics:
  - Must meet all legal requirements, be totally non-discriminatory, and provide for compliance with all pertinent federal, state, and local requirements.
  - Must be easy for management to administer, maintain, and legally defend.
  - Must easily accommodate organizational change and growth or conversion.
  - Must be based upon sound compensation principles in which both internal and external equity are considered within the pay structure as well as the concepts of equal pay for equal work, equal pay for similar work, and equal pay for comparable work.
  - Must provide for new positions to be incorporated into the compensation plan as well as appropriate adjustments to maintain the compensation plan’s effectiveness.

Upon completion of the study, the contractor will:

- Prepare a written final report of recommendations, including a discussion of methods, techniques, and data used to develop the classification and compensation plan.
- Provide all benefits survey results.
- Prepare a report of the total compensation system, including pay, benefits, holiday recommendation, leave, etc., that compares the County and its relation to the market.
- Prepare an analysis of the financial impact for various implementation dates of the new classification and compensation plan and define funding issues.
- Provide a procedure manual and training for Human Resources staff, enabling them to maintain the recommended classification and compensation plan.
- Provide implementation support and training as needed.

## **5. PROPOSAL DEADLINE AND SUBMISSION REQUIREMENTS**

5.1 All proposals must be received by Brunswick County by 2:00 PM EST on Friday, July 30, 2021.

5.2 All proposals must include the following:

- The proposal title and due date and time.
  - A cover letter/letter of intent on contractor's letterhead, signed by an authorized representative of contractor, expressly agreeing to Brunswick County's terms and conditions contained in this Request for Proposal and its attachments.
  - The contractor's name or company name, address and telephone number.
  - The name, address and telephone number of company representatives with the authority to answer questions or provide clarification regarding the proposal's contents.
  - A list of key personnel to be assigned to perform the services and each person's qualifications. Personnel should possess relevant and diverse knowledge and expertise in their respective fields.
  - The names of any and all subcontractors expected to perform services in connection with the project and their qualifications. Include the estimated percentage of work that each subcontractor is expected to perform.
- Brunswick County reserves the right to accept or reject any proposed subcontractor.**

- A breakdown of the firm's rates, fees, and charges for services, by phase and for the total project and a proposed payment schedule. All costs proposed are to be inclusive of labor, materials, equipment, incidentals, etc. necessary to provide the scope of services outlined in this RFP. Rates proposed are also to include all expenses, including general overhead, equipment, field overhead, profit, travel per diem, all necessary food, water, restroom and lodging facilities needed to provide these services.
- A full description of services and processes that will be implemented and ongoing to complete the project in the most efficient, timely and comprehensive manner. The description should include a detailed implementation plan and project schedule outlining the primary tasks, estimated hours, responsibility, major deliverables and timing, including an estimated start date.
- Any assistance requirements from Brunswick County.
- A detailed company description and history, including the areas of expertise related to the project.
- A reference list of at least three (3) current projects or projects completed within the past twenty-four (24) months for projects of similar size and scope, including the name and telephone number of a contract person for each reference listed.
- Certificate of Insurance as evidence that contractor meets the County's Minimum Insurance Requirements attached hereto.

Contractors shall provide documentation sufficient to clearly demonstrate that their firm meets or exceeds the requirements set forth in this Request for Proposal. Failure to provide such documentation may result in the proposal being deemed non-responsive.

In addition to the foregoing, Brunswick County reserves the right to request financial information for any contractor in order to support the viability of the contractor.

Those interested should submit eight (8) hard copies and one (1) digital copy on a USB drive of the proposal. Proposals may be mailed or hand delivered to the following:

**Mail:** Brunswick County Human Resources  
 ATTN: Melanie Turrise  
 P.O. Box 249  
 Bolivia, NC 28422

**Hand Delivery:** Brunswick County Human Resources  
ATTN: Melanie Turrise  
30 Government Center Drive NE  
Bolivia, NC 28422

**Proposals must be received no later than 2:00 PM EST on Friday, July 30, 2021. Brunswick County will not be responsible for the failure of any mail or delivery service to deliver a proposal prior to the stated date and time. Regardless of the manner of submission, any proposal received after the stated date and time will not be considered. Incomplete proposals or proposals inconsistent with the required format may be disqualified from consideration.**

**6. EXPENSES**

Brunswick County will not be responsible for any costs or expenses incurred by the contractor in submitting a proposal or for any other activities associated with this procurement. Further, Brunswick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement even if the Board of Commissioners has formally accepted the recommendation.

**7. RIGHT TO SUBMITTED PROPOSALS AND SUPPORTING DOCUMENTS**

All written correspondence, proposals and supporting documents received by Brunswick County in connection with this Request for Proposal will become the property of Brunswick County. Brunswick County reserves the right to use any ideas in a proposal or supporting documents regardless of whether the proposal is selected.

**8. QUESTIONS/ADDENDA**

Questions or requests for further information regarding this Request for Proposal shall be submitted in writing to the attention of Melanie Turrise, Human Resources Director, at PO Box 249, Bolivia, NC 28422 or via email at [melanie.turrise@brunswickcountync.gov](mailto:melanie.turrise@brunswickcountync.gov) no later than 2:00 PM EST on Friday, July 2, 2021. A copy of all questions, further clarifications and answers will be made in the form of an Addendum to this Request for Proposal and will be provided to all contractors and posted on the County's website.

Contractors are expressly prohibited from contacting any Brunswick County official or employee regarding this Request for Proposal, except in the manner noted in this section. A violation of this provision is grounds for the immediate disqualification of the contractor.

## **9. FORM OF AGREEMENT**

In addition to the terms and conditions contained in this Request for Proposal, by submitting a proposal, contractor, if selected, agrees to enter into and be bound by the provisions of a Services Agreement in substantially the form attached hereto and incorporated herein by reference. To the extent that any of the terms of this Request for Proposal and the terms of the Services Agreement conflict, the terms of the Services Agreement shall prevail. No work shall commence until an agreement has been fully executed by the parties. Unless otherwise approved by Brunswick County, the contractor must begin performing services within thirty (30) days after an agreement is signed.

## **10. INSURANCE**

Contractor, and any of its approved subcontractors, must procure and maintain in full force and effect during the term of any agreement with Brunswick County, or the renewal of any agreement with Brunswick County, the insurance coverage set forth in the Minimum Insurance Requirements attached hereto and incorporated herein by reference.

In the event contractor, or any of its approved subcontractors, fails to maintain insurance as outlined herein, Brunswick County may, at its option, obtain the required insurance at the expense of the contractor.

## **11. PROPOSAL CONDITIONS**

11.1 Submission of a proposal indicates explicit acceptance by the contractor of the terms and conditions contained in this Request for Proposal and any attachments hereto. Brunswick County reserves the right to reject, without prejudice or explanation, any or all proposals. Brunswick County reserves the right to waive informalities or to amend the specifications of this Request for Proposal and request new proposals at any time prior to the award of a contract. All decisions of Brunswick County shall be final and binding.

11.2 The contractor shall supply the following:

- A single point of contact through proposal acceptance. Brunswick County will communicate solely through this contact regarding all issues relating to the proposal through acceptance.
- A single Project Manager, after acceptance, dedicated and available for the entire duration of the project. The Project Manager may only be replaced upon approval by, or at the request of Brunswick County. At a minimum, the

contractor's Project Manager shall be responsible for oversight and management of the Scope of Work as outlined above.

## **12. CONSIDERATION OF WITHDRAWAL AND/OR REJECTION OF PROPOSAL**

### **12.1 Withdrawal**

After submission, no proposal may be withdrawn by the contractor for a period of ninety (90) days following the opening date. Until that time, the proposal will remain firm and irrevocable and any required bond will be forfeited.

### **12.2 Rejection**

A proposal may be rejected if the contractor fails to:

- Submit the proposal in the format specified.
- Supply the minimum information requested.
- Submit all addenda, addenda responses and templates.
- Submit the proposal by the date and time required.
- Submit a cost proposal with unbundled, detailed and itemized pricing.
- Provide truthful and accurate information in the proposal.

## **13. AWARD**

Brunswick County reserves the right to award a contract, based on initial proposals received from contractors, without discussion and without conducting further negotiations. Brunswick County may also, in its sole discretion, initiate further discussions with contractors that it deems to fall within a competitive range. Award shall be based on the best overall proposal taking into consideration the following factors:

- Demonstration of the contractor's ability to successfully complete all requirements as specified in the Scope of Work.
- The cost of services.
- Experience in similar consulting services and performance history (references).
- Qualification of project staff, including internal staff and/or staff that may be involved in duties being outsourced.
- Demonstration of the firm's ability to utilize existing information in order to reduce initial and future costs of services.

Brunswick County shall not be deemed to have finally selected a contractor until a contract has been successfully negotiated and signed by both parties.

**14. NON-DISCLOSURE OF INFORMATION**

Contractor and its agents shall treat all data and information associated with this Request for Proposal, including, without limitation, the Request for Proposal, all reports, recommendations, specifications and other data as confidential. Contractor and its agents shall not disclose or communicate any information to a third party or use such information in advertising, propaganda and/or in another job or jobs, unless prior written consent is obtained from Brunswick County.

**15. NORTH CAROLINA PUBLIC RECORDS**

All proposals received by Brunswick County shall be considered public information subject to lawful disclosure under North Carolina Public Records Law. Any proposal material deemed by the contractor to constitute either proprietary or trade secret material shall be designated as such, and each page or section of a page containing such material shall be so marked by the contractor. In addition, it shall be the sole responsibility of the contractor to demonstrate to a court of competent jurisdiction that their designation is proper. Brunswick County shall not make public any material determined by a court of competent jurisdiction to be proprietary or trade secret. Contractor hereby agrees to indemnify and hold Brunswick County harmless from any and all claims, suits, damages, penalties or expenses arising out of contractor's proprietary or trade secret designation.

**16. CERTIFICATION**

Contractor hereby certifies that it has carefully examined this Request for Proposal and all attachments hereto, that it understands and accepts all terms and conditions and the Scope of Work, and that it has knowledge and expertise to complete the project. By submitting a proposal, contractor certifies that its proposal is in all respects fair and without collusion or fraud.

## FORM OF AGREEMENT

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 {Vendor Name}, (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 {Effective Date} (the “Effective Date”) and continues in effect until {Expiration Date}, 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 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;
- 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.

## **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.

#### **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 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 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 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 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: {Vendor Name}  
{Vendor Address}  
{Vendor City}, {Vendor State or Territory} {Vendor Zip}

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**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.

**BRUNSWICK COUNTY**

By: \_\_\_\_\_

Printed Name: Randell K. Woodruff

Title: County Manager

Date: \_\_\_\_\_

**{VENDOR NAME}**

By: \_\_\_\_\_

Printed Name: {Vendor Signatory Name}

Title: {Vendor Signatory Title}

Date: \_\_\_\_\_

“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

**APPROVED AS TO FORM**

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

## MINIMUM INSURANCE REQUIREMENTS



### BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS

At contractor's expense, contractor shall procure and maintain the following recommended lines of insurance according to the scope of work. The County may choose to elect higher or lower coverages according to the work performed. Contractors must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

**A. COMMERCIAL 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

**B. WORKERS' COMPENSATION**

Statutory limits covering all employees, including Employer's Liability with limits of:  
\$500,000 Each Accident  
\$500,000 Disease - Each Employee  
\$500,000 Disease - Policy Limit

**C. COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000 Combined Single Limit – Any Auto

**D. PROFESSIONAL LIABILITY**

\$1,000,000 Per Occurrence

**E. POLLUTION LIABILITY INSURANCE**

\$1,000,000 Per Occurrence

When a contractor is required to bind pollution/environmental coverage, the contractor must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

### ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character 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 Contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.

The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- A. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- B. Contractor shall have no right of recovery or subrogation against Brunswick 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 above-described insurance.
- C. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- D. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- E. The Certificate of Insurance should note in the Description of Operations the following:
  - Department: \_\_\_\_\_
  - Contract #: \_\_\_\_\_
- F. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- G. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.
- H. Certificate Holder shall be listed as follows;
  - ATTENTION: Brunswick County Risk Manager
  - 30 Government Center Dr. NE
  - P.O. Box 249
  - Bolivia, NC 28422
- I. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Revised 01/2015

**CONTRACTOR INFORMATION**

**Name of Company** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Phone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**E-Mail Address** \_\_\_\_\_

**Federal I.D. No.** \_\_\_\_\_

**SDBE, Minority or Woman Owned Business Enterprise** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Proposal Submitted By:** \_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Signature)

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT A**

<b>BRUNSWICK COUNTY</b>			
<b>Pay Plan</b>			
<b>Fiscal Year 2020-21</b>			
<b>Effective 07-01-2020</b>			
<b>GRADE</b>	<b>MINIMUM</b>	<b>MID-POINT</b>	<b>MAXIMUM</b>
57	25,595	33,273	40,952
58	27,715	36,029	44,344
59	29,836	38,787	47,738
60	31,957	41,545	51,132
61	34,079	44,302	54,526
62	36,199	47,058	57,918
63	38,320	49,816	61,312
64	40,441	52,574	64,706
65	42,563	55,331	68,100
66	44,683	58,087	71,492
67	46,804	60,845	74,886
68	48,925	63,603	78,280
69	51,045	66,359	81,672
70	53,168	69,118	85,068
71	55,289	71,876	88,462
72	57,409	74,632	91,855
73	59,530	77,389	95,249
74	61,652	80,147	98,643
75	63,772	82,903	102,035
76	65,893	85,661	105,429
77	68,014	88,418	108,823
78	70,135	91,176	112,217
79	72,257	93,934	115,611
80	74,377	96,690	119,003
81	76,497	99,446	122,396
82	78,618	102,204	125,789

83	80,740	104,962	129,184
84	82,861	107,719	132,577
85	84,982	110,477	135,971
86	87,102	113,233	139,363
87	89,224	115,992	142,759
88	91,346	118,749	146,153
89	93,465	121,505	149,544
90	95,587	124,263	152,939
91	97,707	127,019	156,331
92	99,828	129,777	159,726
93	101,950	132,535	163,120
94	104,070	135,291	166,512
95	106,192	138,049	169,907
96	108,313	140,807	173,301
97	110,433	143,563	176,693
98	112,555	146,321	180,088
99	114,675	149,077	183,480
100	116,797	151,836	186,875
101	118,918	154,594	190,269
102	121,040	157,352	193,664
103	123,161	160,110	197,058
104	125,283	162,868	200,453
105	127,400	165,620	203,845
106	129,522	168,378	207,237
107	131,643	171,136	210,629
108	133,765	173,894	214,023
109	135,887	176,653	217,417
110	138,008	179,411	220,812
111	140,130	182,169	224,208
112	142,251	184,927	227,602

## **EXHIBIT B**

### **Job Classifications by Pay Grade**

<b>DEPARTMENT</b>	<b>JOB TITLE</b>	<b>PAY GRADE</b>
COUNTY ADMINISTRATION	COUNTY MANAGER	112
LEGAL DEPARTMENT	COUNTY ATTORNEY	99
COUNTY ADMINISTRATION	DEPUTY COUNTY MANAGER	94
WATER-ADMINISTRATION	PUBLIC UTILITIES DIRECTOR	93
FAMILY HEALTH	DEPUTY COUNTY MANAGER FOR HHS	92
FINANCE	DIRECTOR OF FISCAL OPERATIONS	90
DSS ADMINISTRATION	SOCIAL SERVICES DIRECTOR	89
FAMILY HEALTH	LOCAL HEALTH DIRECTOR	89
SHERIFF'S OFFICE	SHERIFF	87
INFORMATION TECHNOLOGY	IT DIRECTOR	84
SHERIFF'S OFFICE	CHIEF DEPUTY	84
OPERATION SERVICES	OPERATION SERVICES DIRECTOR	84
PLANNING	PLANNING DIRECTOR	84
ENGINEERING	ENGINEERING SERVICES DIRECTOR	84
TAX ADMINISTRATION	TAX ADMINISTRATOR/REVENUE COLL	84
FAMILY HEALTH	PHYSICIAN EXTENDER II	81
LIBRARY	LIBRARY DIRECTOR	80
ENVIRONMENTAL HEALTH	ENVIRONMENTAL HEALTH DIR I	80
HUMAN RESOURCES	HUMAN RESOURCES DIRECTOR	80
LEGAL DEPARTMENT	ASSISTANT COUNTY ATTORNEY	80
SHERIFF'S OFFICE	STAFF ATTORNEY	80
FINANCE	DEPUTY FINANCE OFFICER	80
EMERGENCY SERVICES	EMERGENCY SERVICES DIRECTOR	80
FAMILY HEALTH	NURSING DIRECTOR II	79
WASTEWATER-ADMINISTRATION	DEPUTY DIRECTOR WW OPERATIONS	78
INFORMATION TECHNOLOGY	DEPUTY IT DIRECTOR	78
PARKS & RECREATION-ADMIN	PARKS AND RECREATION DIRECTOR	78
CODE ADMINISTRATION	DIRECTOR, CODE ADMINISTRATION	78
WATER-ADMINISTRATION	WATER RESOURCES MANAGER	77
WATER-ADMINISTRATION	SR UTILITIES MANAGER - CIP	77
DSS ADMINISTRATION	SOCIAL WORK PROGRAM ADMINSTR I	75
EMERGENCY MEDICAL SERVICES	EMS DEPUTY DIRECTOR	75
ENGINEERING	STORMWATER ENGINEER	75
FINANCE	ACCOUNTING IT PROJ ADMINSTRTR	75
OPERATION SERVICES	ASSISTANT DIR OF OPER SERVICES	75
OPERATION SERVICES	ASSISTANT DIRECTOR OF ADMINIST	75
SHERIFF'S OFFICE	MAJOR	75
NW WATER TREATMENT PLANT	WATER RESOURCES SUPERINTENDENT	75

WEST REGIONAL WASTEWATER	WASTEWATER SUPERINTENDENT	75
WASTEWATER-ADMINISTRATION	PROJECT MANAGER	75
REGISTER OF DEEDS	REGISTER OF DEEDS	74
WATER-FIELD OPERATIONS	WATER DISTRIBUTN SUPERINTENDNT	74
EMERGENCY SERVICES	EM DEPUTY DIRECTOR	74
211 WATER TREATMENT PLANT	WATER RESOURCES SUPERINTENDENT	74
WATER-FACILITY OPERATIONS DIV	I/E SUPERINTENDENT	74
WATER-CONSTRUCTION DIVISION	CONSTRUCTION SUPERINTENDENT	74
WASTEWTR-FIELD OPERATIONS	WASTEWATER SUPERINTENDENT	74
INFORMATION TECHNOLOGY	LASERFICHE ADMINISTRATOR	74
TAX ADMINISTRATION	ASSISTANT TAX ADMINISTRATOR	74
DSS ADMINISTRATION	SOCIAL WORK PROGRAM MGR-CPS	74
SHERIFF'S OFFICE	CAPTAIN	73
FINANCE	FISCAL SPECIALIST	73
EMERGENCY MEDICAL SERVICES	EMS OPERATIONS MANAGER	73
COUNTY ADMINISTRATION	RISK MANAGER	73
WATER-CUSTOMER SERVICE	UTILITY BILLING MANAGER	73
CENTRAL COMMUNICATIONS CENTER	COMM & TECH DIVISION DIRECTOR	73
FINANCE	FISCAL TECH SUPERVISOR	73
DSS ADMINISTRATION	ASSURANCE SUPERVISOR	73
FAMILY HEALTH	LEAD PUBLIC HLTH NURSE -ER	73
DETENTION CENTER	JAIL ADMINISTRATOR	73
DSS ADMINISTRATION	SOCIAL WORK SUPERVISOR III	73
ENGINEERING	ENGINEERING PROJECT MANAGER	73
HUMAN RESOURCES	HR BENEFITS PROGRAM MANAGER	73
INFORMATION TECHNOLOGY	SR SQL ADMINISTRATOR	73
INFORMATION TECHNOLOGY	PROGRAMMER II	73
TAX ADMINISTRATION	GIS ADMINISTRATOR	73
SHERIFF'S OFFICE	COMPTROLLER/ACCREDITATION MGR	73
HUMAN RESOURCES	DEPUTY HR DIRECTOR	73
WATER-ADMINISTRATION	PROJECT COORDINATOR	73
COUNTY ADMINISTRATION	CLERK/EXECUTIVE ASSISTANT	72
TAX ADMINISTRATION	ASSISTANT ASSESSOR	72
INFORMATION TECHNOLOGY	LEAD COMPUTER TECHNICIAN	72
BOARD OF ELECTIONS	DIRECTOR OF ELECTIONS	72
FAMILY HEALTH	PUBLIC HEALTH NURSE-EXP ROLE	72
FAMILY HEALTH	LEAD PUBLIC HEALTH NURSE	72
FIRE INSPECTIONS	DEPUTY CODE ADMIN/FIRE MARSHAL	72
ENVIRONMENTAL HEALTH	SOIL SCIENTIST I	72
CODE ADMINISTRATION	DEPUTY CODE ADMINISTRATOR	72
COUNTY ADMINISTRATION	DIRECTOR OF COMMUNICATIONS	72
ENVIRONMENTAL HEALTH	ENVIRONMENTAL HLTH PROG SPEC	71
INFORMATION TECHNOLOGY	TECH IMPLEMENTATION SPECIALIST	71

WASTEWATER-ADMINISTRATION	SAFETY SUPERVISOR	71
FAMILY HEALTH	BUSINESS MANAGER	71
CENTRAL COMMUNICATIONS CENTER	E911 GIS SYSTEM ANALYST	71
TAX ADMINISTRATION	DEPUTY TAX COLLECTOR	71
INFORMATION TECHNOLOGY	SENIOR NETWORK ENGINEER	71
INFORMATION TECHNOLOGY	SERVER AND COMMUNICTN ADMIN II	71
EMERGENCY SERVICES	FIRE SERVICES ADM	71
INFORMATION TECHNOLOGY	PROGRAMMER I	71
ENVIRONMENTAL HEALTH	ENVIRONMENTAL HLTH SPEC DA	70
DETENTION CENTER	LIEUTENANT	70
SHERIFF'S OFFICE	LIEUTENANT	70
FAMILY HEALTH	PERSONNEL OFFICER	70
PLANNING	ZONING ADMINISTRATOR	70
DSS ADMINISTRATION	SOCIAL WORKER III	70
WATER-ADMINISTRATION	LOGISTICS & ASSET MGMT COORD	70
PARKS & RECREATION-ADMIN	ATHLETIC& MAINT SUPERINTENDENT	70
WIC-CLIENT SERVICES	NUTRITION PROGRAM MANAGER	70
TAX ADMINISTRATION	CHIEF APPRAISER	70
PLANNING	SENIOR PLANNER	70
WATER-ADMINISTRATION	CONSTRUCTION MANAGER	70
SHERIFF ANIMAL PROTECTIVE SVC	LIEUTENANT	70
WATER-ADMINISTRATION	UTILITIES PURCHASING MANAGER	70
FAMILY HEALTH	PUBLIC HEALTH NURSE I	70
OPERATION SERVICES	FACILITY MANAGER	70
FLEET SERVICES	FLEET SERVICES MANAGER	70
DETENTION CENTER	DETENTION LIEUTENANT	69
ENVIRONMENTAL HEALTH	ENVIRONMENTL HLTH SPECIALIST I	69
ENGINEERING	ENGINEERING ADMIN	69
DSS ADMINISTRATION	BUSINESS OFFICER	69
DSS ADMINISTRATION	ECONOMIC SERVICE PROGRAM MGR	69
WASTEWATER-ADMINISTRATION	SENIOR CONSTRUCTION INSPECTOR	69
INFORMATION TECHNOLOGY	SERVER AND COMMUNICTN ADMIN	69
INFORMATION TECHNOLOGY	NETWORK ENGINEER	69
BIOTERRORISM PREPAREDNESS	PREPAREDNESS COORDINATOR	69
EMERGENCY MEDICAL SERVICES	EMS OPERATIONS/ TRAINING OFFCR	68
TAX ADMINISTRATION	BUSINESS/PERS PROPERTY SUPV	68
CENTRAL COMMUNICATIONS CENTER	911 OPERATIONS MANAGER	68
EMERGENCY MEDICAL SERVICES	EMS OPERATIONS SUPERVISOR	68
TAX ADMINISTRATION	LAND RECORDS/MAPPING SUPERVSR	68
VETERANS SERVICES	SENIOR VETERANS SRVCE OFFICER	68
SHERIFF'S OFFICE	FIRST SERGEANT	68
OPERATION SERVICES	VECTOR CONTROL SUPERVISOR	68
CODE ADMINISTRATION	MULTI TRADES INSPECTOR III	68

ENGINEERING	ENGINEERING INSPECTOR	68
CODE ADMINISTRATION	COMMERCIAL PLANS EXAMINER	68
LEGAL DEPARTMENT	PARALEGAL	68
DETENTION CENTER	FIRST SERGEANT-CERT	68
FAMILY HEALTH	MEDICAL LAB TECHNOLOGIST I	68
SOLID WASTE	LANDFILL SUPERVISOR	68
OPERATION SERVICES	CUSTODIAL SUPERVISOR	68
DSS ADMINISTRATION	PARALEGAL	68
WATER-CUSTOMER SERVICE	ASSISTANT CUST SRVC SUPERVISOR	68
DSS ADMINISTRATION	CHILD SUPPORT SUPERVISOR	68
TAX ADMINISTRATION	REAL ESTATE APPRAISER II	68
CODE ADMINISTRATION	INSPECTION& PERMIT OP ANALYST	68
ROD-TECHNOLOGY RESERVE FUND	COMPUTER TECHNICIAN ROD	68
HUMAN RESOURCES	HUMAN RESOURCES GENERALIST	68
WASTEWATER-ADMINISTRATION	PUBLIC UTILITIES INSPECTOR	68
CODE ADMINISTRATION	CENTRAL PERMIT SUPERVISOR	68
SOIL AND WATER	SOIL AND WATER DIRECTOR	68
WATER-ADMINISTRATION	PUBLIC UTILITIES INSPECTOR	68
DSS ADMINISTRATION	ECONOMIC SERVICE SUPERVISOR	67
LIBRARY	BRANCH MANAGER	67
SHERIFF'S OFFICE	SERGEANT	67
DETENTION CENTER	SERGEANT	67
DETENTION CENTER	PROGRAM MANAGER	67
FAMILY HEALTH	SOCIAL WORKER II	67
DETENTION CENTER	DETENTION FIRST SERGEANT	67
CENTRAL COMMUNICATIONS CENTER	911 TRAINER	67
WATER-FACILITY OPERATIONS DIV	PROGRAMMER/SCADA	67
FLEET SERVICES	EQUIPMENT LEAD MECHANIC	67
SHERIFF ANIMAL PROTECTIVE SVC	SERGEANT	67
WATER-FACILITY OPERATIONS DIV	INSTRUMENTATION/ELEC FOREMAN	67
SHERIFF'S OFFICE	COMM ENGAGEMENT OFFICER/PIO	67
DETENTION CENTER	POPULATION MANAGER	67
FLEET SERVICES	AUTOMOBILE LEAD MECHANIC	67
DSS ADMINISTRATION	SOCIAL WORKER II	67
TAX ADMINISTRATION	APPRAISAL ANALYST	67
FAMILY HEALTH	PUBLIC HEALTH EDUCATOR II	67
DSS ADMINISTRATION	ECON SERVICE QA ANALYST SPV	67
TAX ADMINISTRATION	GIS ANALYST	67
PUBLIC HOUSING-ADMINISTRATION	SECTION 8 PROGRAM SUPERVISOR	67
WATER-ADMINISTRATION	GIS ANALYST	67
NW WATER TREATMENT PLANT	LABORATORY TECHNICIAN III	66
EMERGENCY MEDICAL SERVICES	ASSISTANT OPERATIONS SUPV.	66
FLEET SERVICES	SERVICE COORDINATOR	66

SHERIFF'S OFFICE	EXECUTIVE ASSISTANT II	66
WATER-FIELD OPERATIONS	WATER DISTRIBUTION FOREMAN	66
LCFWSA-REIMBURSEABLE	FACILITY OPERATOR	66
PARKS & RECREATION-ADMIN	SENIOR PROGRAM COORDINATOR	66
WASTEWTR-FIELD OPERATIONS	UTILITIES FOREMAN	66
WATER-FACILITY OPERATIONS DIV	INSTRUMENTATION CONTRL TECH II	66
SHERIFF'S OFFICE	DETECTIVE	66
OPERATION SERVICES	LEAD EQUIPMENT OPERATOR	66
FAMILY HEALTH	ACCOUNTING SUPERVISOR	66
WATER-CONSTRUCTION DIVISION	WATER DISTRIBUTION FOREMAN	66
TAX ADMINISTRATION	REAL ESTATE APPRAISER I	66
PARKS & RECREATION-ADMIN	MRKTING AND COMM EVENTS COORD	66
WEST REGIONAL WASTEWATER	WW TREATMENT MAINT FOREMAN	66
WEST REGIONAL WASTEWATER	LAB TECHNICIAN III	66
DSS ADMINISTRATION	LEAD CHILD SUPPORT AGENT	66
OCEAN ISLE BEACH WWTP	CHIEF UTILITY PLANT OPERATOR	66
NORTHEAST REGIONAL WASTEWATER	CHIEF UTILITY PLANT OPERATOR	66
CENTRAL COMMUNICATIONS CENTER	COMMUNICATIONS TECHNICIAN	66
WATER-FACILITY OPERATIONS DIV	GENERATOR MAINTENANCE SUPVSR	66
PARKS & RECREATION-ADMIN	ATHLETIC COORDINATOR	66
DSS ADMINISTRATION	OFFICE MANAGER	66
DETENTION CENTER	DETENTION SERGEANT	66
SHERIFF'S OFFICE	DEU AGENT	66
SOLID WASTE	SOLID WASTE COORDINATOR	66
211 WATER TREATMENT PLANT	CHIEF UTILITY PLANT OPERATOR	66
OPERATION SERVICES	PROJECT COORDINATOR	66
EMERGENCY MEDICAL SERVICES	COMPUTER TECHNICIAN	66
WATER-FIELD OPERATIONS	METERING & TECHNOLOGY MANAGER	66
WEST REGIONAL WASTEWATER	CHIEF UTILITY PLANT OPERATOR	66
FINANCE	PAYROLL TECHNICIAN	66
NW WATER TREATMENT PLANT	CHIEF UTILITY PLANT OPERATOR	66
PLANNING	PROJECT PLANNER	66
WIC-CLIENT SERVICES	NUTRITIONIST II	66
WASTEWATER - CONSTRUCTION DIV	UTILITIES FOREMAN	66
KB REYNOLDS-NOURISHING BRUN CO	NUTRITIONIST II	66
FINANCE	FISCAL TECHNICIAN II	66
REGISTER OF DEEDS	ASST REGISTER OF DEEDS	65
DSS ADMINISTRATION	CHILD SUPPORT AGENT II	65
EMERGENCY MEDICAL SERVICES	PARAMEDIC	65
PLANNING	ADMINISTRATIVE ASSISTANT II	65
DSS ADMINISTRATION	INCOME MAINT INVESTIGATOR II	65
WATER-FIELD OPERATIONS	DISTRIBUTION MECHANIC IV	65
WASTEWATER-ADMINISTRATION	INDSTRPRE-TREATMNT COORDINATOR	65

TAX ADMINISTRATION	ADMINISTRATIVE ASSISTANT II	65
WATER-FIELD OPERATIONS	CROSS CONNCTN CTRL COORDINATOR	65
SHERIFF'S OFFICE	ADMINISTRATIVE ASSISTANT II	65
CODE ADMINISTRATION	SENIOR PERMITTING TECHNICIAN	65
FAMILY HEALTH	ADMINISTRATIVE ASSISTANT II	65
WASTEWTR-FIELD OPERATIONS	COLLECTIONS MECHANIC IV	65
FAMILY HEALTH	QUALITY ASSURANCE SPECIALIST	65
WATER-ADMINISTRATION	ACCOUNTING SPECIALIST	65
REGISTER OF DEEDS	ASST REG OF DEEDS/FISC TECH II	65
FIRE INSPECTIONS	FIRE PLANS EXAMINER/INSPECTOR	65
EMERGENCY MEDICAL SERVICES	FTO PARAMEDIC	65
TAX ADMINISTRATION	GIS SPECIALIST	65
NW WATER TREATMENT PLANT	LABORATORY TECHNICIAN II	65
PUBLIC HOUSING-ADMINISTRATION	OCCUPANCY SPECIALIST	65
DETENTION CENTER	IT SPECIALIST	65
WATER-CONSTRUCTION DIVISION	DISTRIBUTION MECHANIC IV	65
EMERGENCY MEDICAL SERVICES	VOLUNTEER & NON PROFIT COORD	65
OPERATION SERVICES	ACCOUNTING SPECIALIST	65
PARKS & RECREATION-ADMIN	ADMINISTRATIVE ASSISTANT II	65
WASTEWATER - CONSTRUCTION DIV	COLLECTIONS MECHANIC IV	65
DSS ADMINISTRATION	PROGRAM SPECIALIST/IMC III	65
COMMUNITY ENFORCEMENT	COMMUNITY IMPROVEMT PROG COORD	65
GOVERNING BODY	DEPUTY CLERK TO THE BOARD	65
BOARD OF ELECTIONS	DEPUTY DIRECTOR OF ELECTIONS	65
WASTEWTR-FIELD OPERATIONS	UTILITY SYSTEM ELECTRICIAN	65
OPERATION SERVICES	SKILLED TRADES WORKER	65
BOARD OF ELECTIONS	ELECTIONS COMPUTER TECHNICIAN	65
SHERIFF'S OFFICE	INTEL ANALYST	65
CODE ADMINISTRATION	MULTI TRADES INSPECTOR II	65
SHERIFF'S OFFICE	ACCREDITATION MANAGER	65
CODE ADMINISTRATION	FLOODPLAIN ADMINISTRATOR	65
INFORMATION TECHNOLOGY	COMPUTER TECHNICIAN	65
COUNTY ADMINISTRATION	RISK MANAGEMENT TECHNICIAN	65
FIRE INSPECTIONS	FIRE INSPECTOR/INVESTIGATOR	65
WATER-FIELD OPERATIONS	AMI METER TECHNICIAN	65
EMERGENCY MEDICAL SERVICES	ACCESS & FUNCTIONAL NEEDS COOR	65
EMERGENCY MEDICAL SERVICES	ADMINISTRATIVE ASSISTANT II	65
SHERIFF'S OFFICE	DEPUTY	64
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EXHIBIT C

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County of Brunswick  
Employee Fringe Benefits

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**Available to all Eligible Full-time Employees**



"Our Best for you in Brunswick"

## FRINGE BENEFITS FOR BRUNSWICK COUNTY EMPLOYEES

Brunswick County employees are the County's most valuable asset. Therefore, it is the County's desire to offer a very rich and generous menu of fringe benefits. Employees should regularly review booklets, brochures, publications and notices to stay abreast of changes that may affect benefits. The County Human Resources Staff is always available to answer benefit questions.

### Probationary Period

All new employees are required to work in a probationary status for a minimum of three (3) months, but not to exceed nine (9) months.

### Pay Checks and Direct Deposit

Employees are paid on a bi-weekly basis and are required to deposit their paycheck into the bank account of their choice through direct deposit. Funds are available the first banking day following pay day.

### Vacation (Annual Leave)

Employees accrue annual leave monthly and may use accrued leave upon approval after the probationary period is completed. There is a maximum accumulation of 240 hours per year. Hours over 240 are converted to a Sick Leave at the end of the calendar year. Years of service transferred from eligible NC Governmental Agencies (written documentation required) and the employee's work schedule is used to determine rate of earning.

Years of Service	Annual Leave Hours Earned Per Month Basic Workweek *	Days Per Year
0 but less than 5 years	8 hours	12 days
5 but less than 10 years	10 hours	15 days
10 but less than 15 years	12 hours	18 days
15 years or more	14 hours	21 days

\* Employees who work 12 hour shifts receive an additional .5 hour accrual per month

### Sick Leave

Employees earn eight (8) hours per month or 8.5 hours per month for shift workers (accumulation is unlimited) - may transfer in accumulated sick leave from other state or local governmental entities in North Carolina (written documentation required).

### Petty Leave

Employees earn fourteen (14) hours per calendar year. May use in increments of 15 minutes. Leave is pro-rated based as of date of hire in the first calendar year of employment. Petty leave must be used within the calendar year.

### Family and Medical Leave Act (FMLA)

The Family and Medical Leave Act of 1993 (FMLA) requires employers to provide up to 12 workweeks of unpaid, job-protected leave to "eligible" employees for qualifying medical and family reasons. Paid leave can be substituted for unpaid leave upon approval. Must be employed with Brunswick County at least 12 months and actively worked 1250 hours in the 12 months prior to the leave request or designation.

### Employee Assistance Programs (EAP)

Telephone consultation and online access 24 hours 7 days a week for employees and families. Includes (3) face to face assessments and counseling sessions at no cost.

- The Standard EAP 888-293-6948 [workhealthlife.com/Standard3](http://workhealthlife.com/Standard3)
- UNUM EAP 800-854-1446 [unum.com/lifebalance](http://unum.com/lifebalance)

### Holidays Observed - per calendar published annually

Holidays
New Year's Day
Dr. Martin Luther King Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day & Day After Thanksgiving
Christmas (3 work days)

### Longevity Pay

Longevity is paid on the payroll in which the employee's anniversary date falls. Years of service transferred to Brunswick County from other NC Governmental Units (written documentation required) is used to determine rate.

Years of Service	Longevity Rate
5 but less than 10 years	1.00%
10 but less than 15 years	1.50%
15 but less than 20 years	2.25%
20 but less than 25 years	3.25%
25 or more years	4.50%

### Retirement Plan - NC Local Governmental Employee's Retirement System (LGERS)

Full time employees are eligible to participate in the NC Local Governmental Employees Retirement System on the date of employment. Mandatory contribution of 6%; County also contributes to the plan. Vested after 5 years as a contributing member. After one year contributing membership in the system, a death benefit is available if you die while still in active service or within 180 days of your last day of service.

### NC 401(k) Plan - (Supplemental Retirement Plan)

Full time employees are enrolled in the pre-tax 401(k) plan upon hire; Brunswick County automatically contributes 5% as of the first day of employment.

Additionally, employees may make additional contributions in the following options:  
 Traditional Plan Option (Pre-tax Contribution) - Employees may make pre-tax contributions up to the annual limit. If you are age 50 or older, you are eligible for a catch-up contribution, which has an annual limit.

Roth Plan Option (After-tax contribution) – Employees may opt for additional after tax contributions. The County does not make a contribution to the after-tax plan.

**457 Deferred Compensation Plan** - (Supplemental Retirement Plan)

All employees may enroll in this voluntary pre-tax supplemental retirement plan offered through Nationwide.

**UNUM Life Insurance** – (Term Life Coverage)

**County Paid** - Basic Life and AD&D coverage: \$10,500 to \$24,500 Benefit Amount - determined by salary.

**Employee Paid** - (Supplemental Term Life)

- For You – You may add to your Basic Life by purchasing Supplemental Life Insurance coverage\*. You may elect \$10,000 - \$150,000 of coverage. You pay the full cost for your election.
- For Your Dependents – You may choose to purchase Spouse Supplemental Life Insurance in the amount of \$10,000\*. You may choose to purchase Child Supplemental Life Insurance in the amount of \$5,000 on each of your eligible dependent children\* (from age 15 days up to age 26).

\* Satisfactory evidence of insurability is required for all amounts of supplemental life insurance after your initial enrollment period.

Coverage	Monthly Cost
Employee Optional Life	\$.285 per \$1,000 of coverage
Spouse Dependent Life	\$2.46 per employee
Child Dependent Life (covers all eligible children)	\$1.20 per employee
Family Dependent Life	\$3.66 per employee

**Long Term Disability – County Paid** – offered through The Standard Insurance Company.

Eligible employees are covered on the 1st day of month following 30th day of employment. Plan has a 180 day elimination period meaning you must be disabled (as defined by the plan) for a period of 6 months before you can apply for this benefit. Once approved, the plan pays 60% of pre-disability earnings reduced by other sources of income.

**Flexible Spending Accounts** – Medical Reimbursement and Dependent Care – **Employee Paid** - administered by Flexible Benefits Administrators.

**Voluntary** pre-tax contributions to a spending account for reimbursement of medical expenses not covered by health insurance (as defined by the IRS) (\$2400 annual

maximum) and dependent care expenses (\$5000 annual maximum). Debit Card provided. Plan Year: July 1 - June 30.

**Critical Illness with Specified Disease (including cancer) – Employee Paid** - post tax – offered through VOYA.

Optional critical illness and specified disease plan available to employee and dependents. Premiums based on level of coverage and age.

**Short Term Disability – Employee Paid** - post tax – offered through VOYA.

Optional income replacement benefit plan available to employee only.

**Universal Life Insurance – Employee Paid** - post tax – offered through Trustmark.

This is an optional portable permanent life insurance plan available to employee and dependents. Universal life provides flexible benefits, allowing employees to adjust their death benefit, cash value and premiums as their financial needs change.

**Vision Insurance – Employee Paid** – pre-tax – offered through EyeMed

Optional vision plan available for coverage for frames/lenses/contact lenses for employee and family members.

### **Group Health Insurance – Plan Year July 1 through June 30**

Full time employees are eligible for coverage on the 1<sup>st</sup> day of month following 30 days of employment. Coverage for spouse and child(ren) is available.

Brunswick County's medical plan is administered by BCBSNC. Register online to view your medical, dental and prescription plan information with BCBSNC at <http://www.bcbsnc.com>

Upon separation of service, coverage may continue by paying the full premium under the COBRA Option.

### **Group Health Insurance – Plan Highlights**

The benefit plan years runs from July 1 through June 30. Deductibles and Coinsurance will begin to accrue the latter of July 1 or your effective date and will not reset until July 1 of the following year.

In order to receive In-Network benefits, all services must be provided by a BlueCross BlueShield Participating Provider. This applies to each individual service unless otherwise noted. Benefits are subject to all terms, conditions, limitations and exclusions outlined in the Summary Plan Description.

<b>Service</b>	<b>Your Cost In-Network</b>	<b>Your Cost Out-of-Network</b>
Annual Deductible - Individual - Family	\$750 \$2,250	\$1,500 \$4,500
Out of Pocket Maximum (includes deductible, coinsurance and co-payments) - Individual - Family	\$2,000 \$6,000	\$4,000 \$12,000
Coinsurance	20%	40%
Office Visit	\$30 copayment	Deductible then 40%
Specialist Office Visit	\$50 copayment	Deductible then 40%
Preventive Care	100% Covered	Not Covered
Diagnostic Tests (X-rays, blood work)	Deductible then 20%	Deductible then 40%
Inpatient Hospitalization	Deductible then 20%	Deductible then 40%
Outpatient Facility and Service Charges	Deductible then 20%	Deductible then 40%
Emergency Room (waived if admitted)	\$200 copayment	\$200 copayment
Urgent Care	\$40 copayment	\$40 copayment
Mental Health and Substance Abuse Services - Inpatient - Outpatient	Deductible then 20% \$50 copayment	Deductible then 40% Deductible then 40%
Routine Eye Exam	100%	Not Available
Rx Retail	\$10/\$45/\$60/25%	Copay plus charge over in-network allowed amount
Rx Mail Order (90 day supply)	\$25/\$112.50/\$150	N/A

The plan document or carrier's master policy is the controlling document, and this Benefit Highlight does not include all of the terms, coverage, exclusions, limitation and conditions of the actual plan language.

### 2020 Medical Plan Monthly Contributions

	Medical with No Spousal Surcharge	Medical with Spousal Surcharge *
Employee	\$ 0.00	N/A
Employee + Spouse	\$ 407.00	\$ 607.00
Employee + Child(ren)	\$227.00	N/A
Employee + Spouse + Child(ren)	\$ 634.00	\$ 834.00

\* Spousal Surcharge applied if spouse is employed and has coverage available through their employer and chooses to be covered under the Brunswick County Group Plan

### Dental Insurance – Plan Highlights – offered through Delta Dental

Program Deductible and Maximums	Member Pays
Annual Deductible	\$50 per person/\$150 per family
Benefit Category *	Plan Pays **
Diagnostic/Preventive Services	100%, no deductible
Basic Services	80%
Major Services	50%
Annual Maximum	\$1,000

\* Subject to limitations per Schedule of Benefits

\*\* If you receive dental services from providers who have contracts with Delta Dental, you only pay the coinsurance amount and any applicable deductible. If you do not see a provider who contracts with Delta Dental, in addition to the coinsurance and any deductible, you may be responsible for the difference between the provider's actual charge and the allowed amount.

### 2020 Dental Plan Monthly Contributions

	Dental Premium
Employee	\$ 0.00
Employee + Spouse	\$ 23.85
Employee + Child(ren)	\$0.00
Employee + Spouse + Child(ren)	\$ 23.85

### Retiree Health Insurance

Eligibility for retiree health insurance is based on date of hire and service as defined below. Retiring employees must make an election to continue or terminate coverage at the time of their retirement. If they waive the right to continue coverage at the date of retirement, they may not elect at a future date.

Hire Date	Service Requirement	Benefits
Hired on or before 12/31/2011	10 years creditable service with retirement	Own health insurance at no cost to age 65. Dependent coverage

	system or, If disability retirement, 5 years creditable service with retirement system	offered at cost consistent with active employee premiums. Medicare Supplement at age 65+
Hired/Rehired on or after 1/1/2012	At least 10 years continuous creditable service with Brunswick County or 15 years of total creditable service with Brunswick County or, If disability retirement, 5 years continuous creditable service with Brunswick County	Continue own health insurance at cost consistent with active employee premiums. Dependent coverage offered at cost consistent with active employee premiums. Medicare Supplement at age 65+, cost share based on years of service with Brunswick County: 25+ years – 100% paid by County 15 – 24 years – 75% paid by County 10 – 14 years – 50% paid by County
Hired/Rehired on or after 7/1/2015	At least 10 years continuous creditable service with Brunswick County or 15 years of total creditable service with Brunswick County or, If disability retirement, 5 years continuous creditable service with Brunswick County	Continue own health insurance to age 65 at cost consistent with active employee premiums. No dependent coverage available. Health insurance for pre-65 retirees cost share based on total years of service with NC Retirement System. 25+ years – retiree premium same as active employees 15 – 24 years – retiree pays 25% of individual premium cost 10 – 14 years – retiree pays 50% of individual premium cost 5 years of service (disability retirement only) - retiree pays 50% of individual premium cost Medicare Supplement at age 65+, cost share based on total years of service with NC Retirement System: 25+ years – retiree premium same as active employees 15 – 24 years – retiree pays 25% of individual premium cost 10 – 14 years – retiree pays 50% of individual premium cost 5 years of service (disability retirement only) - retiree pays 50% of individual premium cost

## LAW ENFORCEMENT OFFICERS BENEFITS

Benefits are available to sworn full-time law enforcement officers with the power of arrest & primary duty of enforcing criminal laws on public property.

**Separate Insurance Benefits Plan Death Benefits:** Automatic enrollment.

If your death occurs while you are in active service:

- \$5,000 is paid to your surviving spouse unless you designated a different beneficiary. The amount is increased by \$2,100 if your death is line-of-duty related.

If your death occurs after you are retired from active service:

- \$4,000 is paid to your surviving spouse unless you designated a different beneficiary.

### **Separation Allowance for Local Officers: § 143-166.42. Special separation allowances for local officers.**

(a) On and after January 1, 1987, every sworn law enforcement officer as defined by G.S. 128-21(11b) or G.S. 143-166.50(a)(3) employed by a local government employer who qualifies under this section shall receive, beginning in the month in which the officer retires on a basic service retirement under the provisions of G.S. 128-27(a), an annual separation allowance equal to eighty-five hundredths percent (0.85%) of the annual equivalent of the base rate of compensation most recently applicable to the officer for each year of creditable service. The allowance shall be paid in equal installments on the payroll frequency used by the employer. To qualify for the allowance, the officer shall:

- (1) Have (i) completed 30 or more years of creditable service or (ii) have attained 55 years of age and completed five or more years of creditable service; and
- (2) Not have attained 62 years of age; and
- (3) Have completed at least five years of continuous service as a law enforcement officer as herein defined immediately preceding a service retirement. Any break in the continuous service required by this subsection because of disability retirement or disability salary continuation benefits shall not adversely affect an officer's qualification to receive the allowance, provided the officer returns to service within 45 days after the disability benefits cease and is otherwise qualified to receive the allowance.

(b) As used in this section, "creditable service" means the service for which credit is allowed under the retirement system of which the officer is a member, provided that at least fifty percent (50%) of the service is as a law enforcement officer as herein defined.

(c) Payment to a retired officer under the provisions of this section shall cease at the first of:

- (1) The death of the officer;
- (2) The last day of the month in which the officer attains 62 years of age; or
- (3) The first day of reemployment by a local government employer in any capacity.

Notwithstanding the provisions of subdivision (3) of this subsection, a local government employer may employ retired officers in a public safety position in a capacity not requiring participation in the Local Governmental Employees' Retirement System, and doing so shall not cause payment to cease to those officers under the provisions of this section.

(d) This section does not affect the benefits to which an individual may be entitled from State, local, federal, or private retirement systems. The benefits payable under this section shall not be subject to any increases in salary or retirement allowances that may

be authorized by local government employers or for retired employees of local governments.

(e) The governing body of each local employer shall determine the eligibility of employees for the benefits provided herein.

(f) The governing body of each local employer shall make the payments set forth in subsection (a) of this section to those persons certified under subsection (e) of this section from funds available. (1985 (Reg. Sess., 1986), c. 1019, s. 2; 2009-396, s. 1.)

**State Death Benefits:** Benefit to eligible survivor (spouse, children or parent of LEO killed in line of duty).