

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

February 1, 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. Board of Elections - Grant Funds Appropriation
Request Board of Commissioners accept and appropriate 2020 CARES Act Supplemental Funds and Center for Tech and Civic Life Grant Funds.
2. Clerk to the Board - Meeting Minutes
Request that the Board of Commissioners approve the draft minutes from the January 19, 2021 Regular Meeting.
3. County Attorney - Artesa Village Apts. Deed of Dedication
Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure for Artesa Village Apartments.
4. County Attorney - Landmark at Lighthouse Cove Deed of Dedication
Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in Landmark at Lighthouse Cove.
5. County Attorney - Southwest Library Easement Agreement
Request the Board of Commissioners approve an easement agreement regarding the movement of the Southwest Library entrance and authorize the Manager to execute upon final approval of the County Attorney.
6. Emergency Services - LUCAS Chest Compression Device
Request Board of Commissioners approval to purchase 8 LUCAS Chest Compression Devices using the CARES Act funding received by Emergency Medical Services and authorize the Chairman and the Clerk to the Board to execute the contract. The contract is subject to review and approval by the County Attorney.
7. Emergency Services - McGrath Laryngoscope Purchase Approval
Request Board of Commissioners approval to purchase 25 McGrath Laryngoscopes using CARES Act Funding received by Emergency Medical Services and authorize the Chairman and the Clerk to the Board to execute the contract. The contract is subject to review and approval by the County Attorney.
8. Finance - Fiscal Items
Request that the Board of Commissioners approve Budget Amendments Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature on the consent agenda.

-Sheriff's Office Concealed Handgun Permit Budget Amendment

Appropriate \$80,000 of concealed weapons permits revenue estimated through June 30, 2021 for payment of the NC Bureau of Investigation Concealed Handgun Permit Fees.

-Child Health Special Projects Budget Amendment

Health Services received \$1,000 of funds donated as part of Early College High School Key Club student project to purchase car seats for parents that are unable to afford this necessary item. The Health Services car seat coordinator plans to purchase as many car seats and related supplies as possible before 2020-2021 FY end and distribute on a first come, first serve basis once client needs have been verified.

-Health Services Additional State Revenues Budget Amendment

Appropriate \$3,726 of additional State funding for the Breast Feeding Peer Counselor FY20-21 agreement addendum. Appropriate \$500 of additional State funding for Patient Navigation Services to assist breast and cervical cancer program patients with cancer diagnosis less than 90 days old in applying for medicaid.

9. Human Resources - Temporary Pay Authorization for Nursing Staff

Request that the Board of Commissioners temporarily authorize straight time pay for every hour worked in a workweek for exempt nursing staff that are involved in the COVID-19 vaccination distribution. This temporary authorization will be evaluated on a monthly basis but shall not extend beyond May 2, 2021 without Board approval.

10. Register of Deeds - Preservation of Record Books

Request that the Board of Commissioners concur and authorize removal of records from the Register of Deed's office to the Kofile Technologies facility for a period of no more than 90 days from the approval of said Board.

11. Utilities - Direct Drive Conversion West Brunswick WWTP

Request that the Board of Commissioners approve a contract amendment and associated budget amendment in the amount of \$13,640.14 for purchase of additional parts and materials associated with the installation of the Veolia-Kruger direct drive aeration system for Oxidation Ditches #3 & #4 at the West Brunswick Regional Wastewater Treatment Plant (WWTP). This adjusts the total contract amount from \$807,714.36 to \$821,354.50.

12. Utilities - Sewer Cleaning - Sweeping Corp.

Request that the Board of Commissioners approve the proposal submitted by Sweeping Corporation of America, Inc., for the sewer, cleaning and camera inspection, and manhole inspection of the County's gravity sewer system and authorize 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.

13. Utilities - West Brunswick Regional WRF Capacity Study - McKim & Creed

Request that the Board of Commissioners approve and authorize the Chairman and Clerk to the Board to execute the contract with McKim & Creed in an amount of \$110,000 for engineering services associated with a capacity study of the West Brunswick Regional Wastewater System Water Reclamation Facility (WBR-WRF), subject to review and approval by the County Attorney.

VI. Presentation

1. Engineering - Courthouse Addition & Renovation Project Update (Wm. L. Pinnix, P.E.)

Request that the Board of Commissioners receive a courthouse addition and renovation project update from John Sawyer, AIA, of Sawyer Sherwood & Associate Architecture.

VII. Other Business/Informal Discussion

VIII. Adjournment



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 1, 2021

Action Item # V. - 1.

From:

Sara Knotts

Board of Elections - Grant Funds Appropriation

Issue/Action Requested:

Request Board of Commissioners accept and appropriate 2020 CARES Act Supplemental Funds and Center for Tech and Civic Life Grant Funds.

Background/Purpose of Request:

Supplemental CARES Act funds were appropriated under Session Law 2020-97. This grant provides additional funding for COVID-related expenses for election day, as well as funding for \$100.00 in supplemental pay for your election day pollworkers.

The State Board of Elections received a grant from the Center for Tech and Civic Life to provide a daily bonus to those individuals who worked one-stop early voting. The state distributed the grant money they received across all 100 counties, providing a per day bonus for one-stop workers of \$19.56.

Fiscal Impact:

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Budget amendment Appropriates \$103,710 in Cares Act and other Supplement funding for use in 2020 election.

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners accept and appropriate 2020 CARES Act Supplemental Funds and Center for Tech and Civic Life Grant Funds.

ATTACHMENTS:

Description

- ☐ CARES Act Supplemental Grant
- ☐ CTCL One-Stop Bonus from SBOE
- ☐ 20210201 Budget Amendment Cares Act and CTCL Supplement.pdf

NOTICE OF SUBGRANT -2020 CARES Act Supplemental Funds

Subgrantee:	<i>Brunswick County Board of Elections</i>	
Subgrantee Address:	<i>75 Stamp Act Drive NE, Bldg H Bolivia, NC 28422</i>	
Agreement Number:	Budget Period: 7/1/2020 – 12/31/2020	
Funds Description		
This obligation of funds constitutes the Subgrantee's share, as authorized under Session Law 2020-97, of grant funds awarded under the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, P.L. 116-136 for the 2020-2021 fiscal year to prevent, prepare for, and respond to the coronavirus pandemic during the 2020 federal election cycle.		
Funding Information		
Description	Permissible Uses	Amount
Election Day Voting COVID Costs S.L. 2020-97 Sec. 3.3 (104)(a)	Expenditures incurred to prevent, prepare for, and respond to the coronavirus pandemic during the 2020 federal election cycle which are incurred for Election Day voting.	\$10,000.00
Pollworker Bonus S.L. 2020-97 Sec. 3.3 (104)(b)	Provide \$100.00 supplemental pay to each of 352 pollworkers working on November 3, 2020. This amount is calculated based on your county's response to an SBE survey. If your count increases, you can submit a request for additional funds by providing an updated total count to SBE.	\$35,200.00
Total		\$45,200.00
Grant Administration		
Grant Administration Award recipients and sub-recipients must adhere to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200).		
Reporting Requirements		
Counties must send monthly reports accounting for the county's use of funds to the State Board of Elections by the following deadlines: a. November 16, 2020 b. December 16, 2020 c. January 15, 2021 d. February 16, 2021 <i>Reports must include a list of the names of pollworkers receiving the \$100.00 supplemental pay provided for in this subgrant.</i>		

Sara Knotts

From: Sara Knotts
Sent: Tuesday, January 5, 2021 2:09 PM
To: Sara Knotts
Subject: FW: One-stop Worker Bonuses
Attachments: FINAL CTCL Grant - Summary - OS Worker Bonuses.xlsx

2705 shifts x \$19.56 = \$52,909.80

Sara Knotts
Director
Brunswick County Board of Elections
PO Box 2, Bolivia, NC, 28422
Direct Line (910) 253-2621
Main Line (910) 253-2620
Website www.brunswickcountync.gov/elections

From: Bell, Karen B <Karen.Bell@ncsbe.gov>
Sent: Friday, November 13, 2020 4:16 PM
To: SBOE_Grp - Directors.BOE <Directors.boe@ncsbe.gov>
Subject: One-stop Worker Bonuses

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon North Carolina Elections Team,

Thank you for your patience as we compiled the final numbers for the one-stop worker bonus pay and provided additional time to some of our colleagues to complete their submissions.

Attached you will find the final number of shifts or days worked in each county by one-stop workers across the state, totally 116,836. This is higher than our projection prior to one-stop and during the grant submission. Our grant award was \$2,284,800.00. This means the per day bonus for one-stop workers is \$19.56. You may consider CARES funds to provide an additional supplement if that meets the approval of your board or county policy.

On Monday, Amy and I will submit these totals to State Finance to cut or transfer funds to each county at the rate of \$19.56 per bonus. We will keep you posted on the timeframe of the funds being delivered to your counties.

If you have any questions or need additional information, please reach out to Amy or me.

Thank you for all you do,
Karen

Karen Brinson Bell
Executive Director, NCSBE
(919) 814-0700

Request Info	
Type	Budget Amendment
Description	Cares Act and CTCL Supplement
Justification	Board Meeting 02/01/2021 - Appropriate federal revenues of \$50,800 for Cares Act Supplement and \$52,910 for CTCL Supplement to prevent, prepare and respond to COVID during 2020 election. Supplemental CARES Act funds were appropriated under Session Law 2020-97. This grant provides additional funding for COVID-related expenses for election day, as well as funding for \$100.00 in supplemental pay for your election day poll workers. The State Board of Elections received a grant from the Center for Tech and Civic Life to provide a daily bonus to those individuals who worked one-stop early voting. The state distributed the grant money they received across all 100 counties, providing a per day bonus for one-stop workers of \$19.56.
Originator	CHRISTINA KENNEDY

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104170	383900	Board Of Elections	Miscellaneous Revenues	52910	Increase	Credit
104170	412600	Board Of Elections	Salary and Wages-Temp/Part	52910	Increase	Debit
104170	331048	Board Of Elections	Cares Act	50800	Increase	Credit
104170	412600	Board Of Elections	Salary and Wages-Temp/Part	40800	Increase	Debit
104170	465510	Board Of Elections	Grant Subsidy-COVID-19	10000	Increase	Debit

Total	
Grand Total:	207420



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 1, 2021

Action Item # V. - 2.

Clerk to the Board - Meeting Minutes

From:

Andrea White, Clerk to the
Board/Executive Assistant

Issue/Action Requested:

Request that the Board of Commissioners approve the draft minutes from the January 19, 2021 Regular Meeting.

Background/Purpose of Request:

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the draft minutes from the January 19, 2021 Regular Meeting.

ATTACHMENTS:

Description

- Draft Minutes - 2021-01-19 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
JANUARY 19, 2021
6:00 P.M.**

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

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

STAFF: Randell Woodruff, County Manager
 Bob Shaver, County Attorney
 Steve Stone, Deputy County Manager
 Julie Miller, Finance Director
 Andrea White, Clerk to the Board
 Jared Galloway, Deputy Clerk to the Board
 Neal Galloway, MIS
 Meagan Kascsak, Communications Director
 Lt. Jeff Beck, Sheriff’s Office

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

I. CALL TO ORDER

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

II. INVOCATION/PLEDGE OF ALLEGIANCE

Commissioner Williams read a quote from Dr. Martin Luther King prior to giving the Invocation and leading the Pledge of Allegiance.

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Thompson asked for adjustments to the agenda. The following adjustments were requested:

Chairman Thompson requested to continue Item VII–1 (*Planning -Z-800*) to the February 15, 2021 Regular Meeting and move Item VIII-2 (*Health and Human Services – Health Services – DLX Enterprises, LLC Sole Source Resolution and Supplier Agreement*) to the Consent Agenda.

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

IV. PUBLIC COMMENTS

Chairman Thompson briefly reviewed the Public Comments Policy and called those who had signed up to speak. The following individual addressed the Board:

1. Mr. Marshall Campo, resident of Boiling Spring Lakes, spoke regarding an issue with the water meter box located at 342 Liberty Road. Mr. Campo explained that the meter box was damaged by tree roots resulting in a bill of approximately \$572.00. Chairman Thompson referred the issue to staff for additional information and recommendation.

V. APPROVAL OF CONSENT AGENDA

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

The following items were approved:

1. **Administration - Brunswick County Schools Capital Needs Department of Public Instruction FY 20/21 Facility Needs Survey**
Received the attached NC Department of Public Instruction 2020-21 Facility Needs Survey as information and authorized the chairman to execute.
2. **Administration - Brunswick County Schools - South Brunswick Field Repairs and Improvements**
Approved a Brunswick County Board of Education budget amendment utilizing \$350,000 of fund balance held by the Board of Education derived from local funds for Capital Outlay for South Brunswick High School baseball field repairs and improvements.
3. **Administration - Resolution in Support of the Construction of a New Facility for the Food Bank of Central & Eastern North Carolina**
Approved a resolution in support of the construction of a new facility for the Food Bank of Central & Eastern North Carolina.

RESOLUTION SUPPORTING THE CONSTRUCTION OF A NEW FACILITY FOR THE FOOD BANK OF CENTRAL & EASTERN NORTH CAROLINA AT WILMINGTON FOR THE BENEFIT OF THE HEALTH AND WELL-BEING OF CHILDREN, SENIORS AND ADULTS ACROSS BRUNSWICK COUNTY

WHEREAS, the Wilmington branch of the Food Bank of Central & Eastern North Carolina actively partners with 21 organizations across Brunswick County to serve food insecure children, seniors, and families; and

WHEREAS, prioritizing the health and wellness of our residents is of utmost importance; more than 25,000 people in Brunswick County are food insecure, including 6,700 children and nearly 8,100 seniors; and

WHEREAS, the Food Bank nourished thousands of Brunswick County residents over the past year by providing more than 2,662,000 pounds of food to local hunger relief agencies across Brunswick County; and

WHEREAS, partnerships with the Food Bank and health care organizations, schools, colleges, universities and correctional facilities aim to build solutions to end hunger in Brunswick County and across southeastern North Carolina; and

WHEREAS, the Food Bank and its partners look to empower the communities they serve through education and advocacy to help them overcome food insecurity; and

WHEREAS, the Food Bank is committed to providing disaster relief following weather events and the pandemic for as long as it takes the community to recover.

NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Brunswick County, North Carolina, supports the construction of a new facility for the Food Bank of Central & Eastern North Carolina at Wilmington to support the health and well-being of the people of Brunswick County and southeastern North Carolina.

BE IT FURTHER RESOLVED that the Board of County Commissioners of Brunswick County, North Carolina, will explore the potential for future collaboration and partnership with the Food Bank of Central & Eastern North Carolina at Wilmington.

BE IT FURTHER RESOLVED that the Board of County Commissioners of Brunswick County, North Carolina, requests that the State of North Carolina invests in the health and well-being of its residents through financial support for the construction of a new facility for the Food Bank of Central & Eastern North Carolina at Wilmington.

Adopted this 19th day of January, 2021.

Randy Thompson, Chair
Brunswick County Board of Commissioners

ATTEST:
Andrea White, NCCCC
Clerk to the Board

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
0290002401	Bluff Dr, NE	.82 acre	\$13,080.00	10-1-2019	\$1,799.06	\$3,000.00

5. **Board Appointment - Planning Board**
Appointed Mr. Christopher A. Wood to the unexpired District 4 seat on the Planning Board, term expiring June 30, 2023.
6. **Board Appointment - Substance Use and Addiction Commission**
Appointed Catherine Cooke to the unexpired At-Large Seat on the Brunswick County Substance Use and Addiction Commission, term expiring June 30, 2023.
7. **Board Appointment - Zoning Board of Adjustment**
Appointed James C. Goodman to the unexpired Alternate seat on the Zoning Board of Adjustment, term expiring June 30, 2022.
8. **Clerk to the Board - Meeting Minutes**
Approved the draft minutes from the December 7, 2020 Regular Meeting and the December 17, 2020 Recessed Meeting.
9. **County Attorney - B-Var Road & Old Ferry Road DOD**
Accepted the Deed of Dedication for sewer infrastructure for B-Var Road and Old Ferry Road.
10. **County Attorney - Chatham Glenn, Phase 3, Lots 80-118 DOD**
Accepted the Deed of Dedication for water and sewer infrastructure for Chatham Glenn, Phase 3, Lots 80-118.
11. **County Attorney - Hawthorne at Pine Forest Apt. DOD**
Accepted the Deed of Dedication for water and sewer infrastructure for the Hawthorne at Pine Forest Apartments.
12. **County Attorney - Special Assessment Release for Parcels 15600118 and 1560011802**
Approved the partial release of special assessment #12 (Boiling Spring Lakes) for Parcels 15600118 and 1560011802 upon execution of the final agreement with the property owner.
13. **County Attorney - The Farm at Brunswick, Phase 16 and 17 DOD**
Accepted the Deed of Dedication for water and sewer infrastructure for The Farm at Brunswick, Phase 16 and 17.
14. **Emergency Services - Message Boards**
Approved the purchase of message boards in the amount of \$40,350.00 to support current and additional COVID vaccination locations within the county.
15. **Engineering - Courthouse Addition & Renovation Project - Architect Additional Services**
Approved additional services compensation with the courthouse architect for design changes to the Clerk of Court’s first floor office area in the amount of \$7,805.00.
16. **Finance - Fiscal Items**
Approved the following Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature:
 - **Register of Deeds Additional Revenue Budget Amendment**
Appropriated Register of Deeds Excise Tax revenue in the amount of \$2,000,000 for the corresponding expenditures that are due to the State that are associated with the revenues collected.
 - **County Capital Reserve Investment Earnings Budget Amendment**
Appropriated investment earnings to undesignated funds line item for future use in County Capital Reserve projects as designated by the Board of Commissioners.
 - **Sheriff’s Office Donation Budget Amendment**
Appropriated Gifts and Memorials of \$40,000 for the purchase of a patrol truck and associated equipment.
 - **Sheriff’s Office Replacement Jail Van Budget Amendment**

Appropriated \$27,486 of insurance proceeds for the replacement of a jail van that is no longer repairable.

- **Ocean Isle Beach Park Project Closeout Budget Amendment and CPO**
Closed Ocean Isle Beach Park project and returned \$44,431 to the County Capital Reserve undesignated funds for future use.
- **Financial Statements for November and December 2020 (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>.

17. **Governing Body - Regular Meeting Schedule FY 2021-2022**

Adopted the Regular Meeting schedule for FY 2021-2022.

**RESOLUTION OF THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS
ESTABLISHING THE FY 2021-2022 REGULAR MEETING SCHEDULE**

WHEREAS, N.C.G.S. 153A-40, provides for a resolution establishing regular meeting dates of the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED that the Brunswick County Board of Commissioners’ establishes the FY 2021-2022 meeting schedule to include one Regular meeting to occur the first Monday of each month at 3:00 p.m. and one Regular meeting to occur the third Monday of each month at 6:00 p.m., excluding holidays as shown below, and that such meetings will be held in the David R. Sandifer County Administration Building, 30 Government Center Drive NE, Bolivia, NC, in the County Commissioners’ Chambers. Special meetings will be scheduled as needed.

REGULAR MEETING SCHEDULE

July 6, 2021 at 3:00 p.m.	January 18, 2022 at 6:00 p.m.
August 2, 2021 at 3:00 p.m.	February 7, 2022 at 3:00 p.m.
August 16, 2021 at 6:00 p.m.	February 21, 2022 at 6:00 p.m.
September 7, 2021 at 3:00 p.m.	March 7, 2022 at 3:00 p.m.
September 20, 2021 at 6:00 p.m.	March 21, 2022 at 6:00 p.m.
October 4, 2021 at 3:00 p.m.	April 4, 2022 at 3:00 p.m.
October 18, 2021 at 6:00 p.m.	April 18, 2022 at 6:00 p.m.
November 1, 2021 at 3:00 p.m.	May 2, 2022 at 3:00 p.m.
November 15, 2021 at 6:00 p.m.	May 16, 2022 at 6:00 p.m.
December 6, 2021 at 3:00 p.m.	June 6, 2022 at 3:00 p.m.
	June 20, 2022 at 6:00 p.m.

Adopted this the 19th day of January, 2021.

Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:
Andrea White
Clerk to the Board

- 18. **Health and Human Services - BSRI - Council of Governments Grant Agreement**
Approved the Cape Fear Council of Governments Grant Agreement for Senior Center General Purpose Funding FY 2021.
- 19. **Health and Human Services - Social Services: Social Worker III Child Welfare Positions**
Approved three new full-time Social Worker III- Child Welfare positions in Social Services.
- 20. **Human Resources - Policy Revision for Retiree Health Insurance**
Adopted a revision to the County Personnel Policy #255, Section 3 Retiree Health Insurance to provide a consistent benefit related to the Medicare cost sharing.
- 21. **Human Resources - Temporary Advancement of Sick Leave Policy**
Ratified the County Manager’s decision to temporarily allow advancement of sick leave effective January 1, 2021 and approve the Temporary Advancement of Sick Leave Policy.
- 22. **Operation Services - Tip Fee Exemption Cape Fear River Watch**

Approved a tip fee exemption at the Brunswick County Landfill for Cape Fear River Watch.

23. **Operation Services - Transfer Station Repair Change Orders**
Approved six change orders to the contract with Stonehenge Building, Inc. for repairs to the existing transfer station as follows:
- Change Order #3 in the amount of \$10,848.39 due to an unforeseen steel beam that required removal.
 - Change Order #4 in the amount of \$10,156.11 due to a miscommunication regarding a specific line item and the work is needed to protect the structure of the building.
 - Change Order #5 in the amount of \$5,624.37 due to unforeseen circumstances that required additional equipment rental.
 - Change Order #6 in the amount of \$38,007 due to the quantity of concrete needed in excess of the estimated quantity included on the contract.
 - Change Order #7 in the deductive amount of \$7,750 as a credit for some line items not used for this project.
 - Change Order #8 in the deductive amount of \$500 as a credit for usage of county equipment.
24. **Sheriff's Office - Notice of Award (911 Center RFP)**
Accepted the proposal submission associated with the Sheriff's Office 911 Center Request for Proposals (RFP), and awarded the contract for the video delivery project to North Carolina Sound of Goldsboro, LLC in the amount of \$590,00.00 with funding being split between the county and state budgets, and subject to review and approval by the County Attorney.
25. **Tax Administration - January 2021 Releases**
Approved the January 2021 releases.
26. **Utilities - Ocean Ridge Reclaimed Water Project**
Approved a budget amendment and authorized the Chairman and Clerk to the Board to execute the contract with Cape Fear Engineering, Inc., in an amount not to exceed \$115,800 for engineering services associated with the On-Call Engineering Contract Task Order No. 1.
27. **Health and Human Services - Health Services - DLX Enterprises, LLC Sole Source Resolution and Supplier Agreement** *(Moved from Administrative Report during Adjustment/Approval of Agenda)*
Approved a resolution for the use of a sole-source vendor - DLX Enterprises, LLC - and authorized the County Manager to execute the supplier agreement with DLX Enterprises, LLC for the purchase of two rapid deployment tents in the amount of \$57,506.50.

**RESOLUTION AUTHORIZING PURCHASE OF
ASAP Tent Structures by DLX Enterprises, LLC
UNDER SOLE SOURCE EXCEPTION TO FORMAL BIDDING REQUIREMENTS**

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

WHEREAS, Brunswick County Health and Human Services has been charged with the administration of the COVID-19 vaccine, and in the process of executing the setup of remote sites, has identified the need for the referenced units. The vendor, DLX Enterprises, LLC, is the creator and sole fabricator of these units; and

WHEREAS, the ASAP Tent Structure offers climate control and a frame structure that is both easy to set up and has the durability to withstand strong winds and harsh conditions. This structure will also be compatible with the tent structure already owned by Brunswick County Emergency Services. The modular nature of the structures allows for the use of the structures together; and

WHEREAS, the governing board must approve the purchase under this bidding exemption prior to awarding the contract.

NOW, THEREFORE BE IT RESOLVED, that the Brunswick County Board of Commissioners approves the purchases described herein utilizing the exception to formal bidding requirements contained in N.C.G.S. 143-129(e)(6) and finds that the conditions described in that statute have been met.

Adopted this the 19th day of January, 2021.

Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:
Andrea White, NCCCC
Clerk to the Board

VI. PRESENTATION

1. **Administration - Water Rate Presentation (Randell Woodruff, County Manager)**
Request that the Board of Commission receive information for water rate methodology and recommended water rate changes.

Chairman Thompson recognized County Manager Randell Woodruff for the Water Rate Presentation.

Mr. Woodruff presented the water rate methodology and rate increase recommendations. A water rate study and feasibility study were completed in 2019, followed by updated financial forecast in 2020 to determine the rate requirements. As a result of the following, rate changes are needed:

- Capital improvements related to the Northwest Water Plant Expansion, and Advanced Treatment (Low Pressure Reverse Osmosis) necessitated by contamination of the Cape Fear River raw water by Chemours, and construction of the King’s Bluff Raw Water Transmission Main;
- Loss in revenues as H2GO moves forward with another alternative to meet their water treatment needs, and the closure of the Capital Power Corporation;
- Raw water rate increase proposed by Lower Cape Fear Water and Sewer Authority.

The County adopted the AWWA (American Water Works Association) format to design the rate structure to meet county needs and ensure the county is charging the appropriate rates. The Board of Commissioners will review and take action on the recommended rate changes as part of its Fiscal Year 2022 budget process, with approved changes becoming effective beginning January 1, 2022.

No action was taken.

2. **Health and Human Services - Health Services – Brunswick County Substance Use & Addiction Commission (Joshua Torbich, Chair BCSUAC)**
Request that members of the Brunswick County Substance Use and Addiction Commission present the latest local and state data and trends of substance misuse to the Board of Commissioners.

Chairman Thompson recognized Cris Harrelson, Health Director. Mr. Harrelson introduced Mr. Josh Torbich, Chair of the Brunswick County Substance Use and Addiction Commission (BCSUAC) and Executive Director of Brunswick Christian Recovery Center Inc. (BCRC).

Mr. Torbich provided a packet of information to the Board and presented the latest local and state data, along with the needs for our county related to substance use. Mr. Torbich also provided information on the residential treatment and aftercare services offered by BCRC. The BCSUAC requested a resolution in support of the direction of the group.

The Board of Commissioners directed staff to review the information and provide the Board with a resolution of support for consideration.

No action was taken.

VII. PUBLIC HEARING

1. **Planning - Z-800 (Kirstie Dixon, Planning Director)** *(Continued to the February 15, 2021 Regular Meeting during Adjustments/Approval of Agenda)*
Request that, after the Public Hearing, the Board of Commissioners consider amending the Brunswick County Unified Development Ordinance Map from C-LD (Commercial Low Density) to C-I (Commercial Intensive).

VIII. ADMINISTRATIVE REPORT

1. **Administration - Agreement with Brunswick County Board of Education for Fiscal Years 2022, 2023, 2024, & 2025 (Randell Woodruff, County Manager)**

Request that the Board of Commissioners consider approval of the Agreement between the Brunswick County Board of Education and Brunswick County for appropriation of 36.5% of County tax revenue (rate) for fiscal years 2021-2022, 2022-2023, 2023-2024 and 2024-2025 after deducting the portion of the tax rate for the general government debt service budget and bond refunding costs.

Mr. Woodruff explained that representatives of the County met with representatives of the Board of Education to discuss school funding needs for operations, capital, and moving forward with a funding agreement for fiscal years 2021-2022, 2022-2023, 2023-2024 and 2024-2025. Staff recommended that the Board approve the funding agreement as presented.

Commissioner Williams moved to approve the recommendation as presented and for the timeframes specified. The motion was seconded by Vice-Chairman Forte and passed unanimously (5 to 0).

2. **Health and Human Services - Health Services - DLX Enterprises, LLC Sole Source Resolution and Supplier Agreement** *(Moved to Consent during Adjustments/Approval of Agenda and approved)*

Request that the Board of Commissioners approve the resolution for the use of a sole-source vendor - DLX Enterprises, LLC - and authorize the County Manager to execute the supplier agreement with DLX Enterprises, LLC for the purchase of two rapid deployment tents.

3. **Utilities - Boiling Spring Lakes Sewer Assessment District (John Nichols, PE, Director of Public Utilities)**

Request that the Board of Commissioners receive information concerning estimated costs associated with a potential Sewer Assessment District (SAD) within the City of Boiling Spring Lakes (BSL) that would provide sewer to 7,588 parcels, provide staff direction for responding to questions raised by city officials that would affect the cost of the SAD to city residents, and authorize staff to meet with city officials to discuss the potential project.

Mr. Nichols presented information concerning estimated costs associated with a potential Sewer Assessment District (SAD) within the City of Boiling Spring Lakes (BSL) that would provide sewer to 7,588 parcels. Following a master-planning study, BSL requested a cost estimate for providing sewer service to the entire City through a Special Assessment District (SAD) and presented questions to assist them in determining whether to request that the County initiate the SAD. Staff recommended a waiver period for sewer capital recovery fees for existing homeowners willing to connect to the sewer system within a designated time period, the inclusion of the grinder pump costs in the assessment, and a per parcel assessment amount of \$9,363 based on a 100% connection rate (assessment will vary based on connection rate). Staff requested input from the Board on these recommendations.

The Board agreed with the recommendations by consent and directed staff to respond to the City of Boiling Spring Lakes based on those recommendations.

No action was taken.

IX. **OTHER BUSINESS/INFORMAL DISCUSSION**

- Commissioner Cooke recognized Vice-Chairman Forte’s birthday.
- Commissioner Williams shared compliments from another county on the design of the Brunswick County Government Center.
- Commissioner Sykes announced that the Charters of Freedom presentation and ceremony would be held on April 16, 2021 at 11:00 a.m. with Lt. Governor Mark Robinson as the guest speaker.
- Commissioner Cooke announced his plans to run for the United States Senate in 2022.

X. **ADJOURNMENT**

Commissioner Williams moved to adjourn the meeting at 7:06 p.m. The motion was seconded by Commissioner Cooke and passed unanimously (5 to 0).

Chairman
Brunswick County Board of Commissioners

Attest:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 1, 2021

Action Item # V. - 3.

From:

Bryan Batton, Asst. County Attorney

County Attorney - Artesa Village Apts. Deed of Dedication

Issue/Action Requested:

Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure for Artesa Village Apartments.

Background/Purpose of Request:

Artesa Village Apartments, LLC has submitted a Deed of Dedication for water and sewer infrastructure for Artesa Village Apartments. 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

\$ 144,440.00 for water

\$ 87,814.00 for sewer

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Accept the Deed of Dedication for water and sewer infrastructure from Artesa Village Apartments, LLC.

County Manager's Recommendation:

Recommend the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure for Artesa Village Apartments.

ATTACHMENTS:

Description

- ▣ Artesa Villlage Apartments DOD

Prepared by: Deborah L. McKenney

Return to: Blanco Tackabery & Matamoros, P.A., P.O. Drawer 25008, Winston-Salem, NC 27114-5008

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the ____ day of _____, 2020, by and between ARTESA VILLAGE APARTMENTS, LLC, a North Carolina limited liability company, with an office and place of business in New Hanover County, North Carolina, party of the first part, hereinafter referred to as "Owner" and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, part of the second part, hereinafter referred to as "Grantee"; *whose mailing address is PO Box 249, Bolivia, NC 28422.*

WITNESSETH:

That whereas Owner is the owner of a tract or parcel located in Sunset Beach Township, Brunswick County, North Carolina, to be known as Artesa Village Apartments (the "Apartments"), as more particularly described on **Exhibit A** attached hereto (the "Property");

And whereas Owner has caused to be installed water lines and sewer lines on the Property;

And whereas Owner wishes to obtain water and sewer from Grantee for the Property and to make water and sewer from Grantee's system available to the Apartments.

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 Apartments, Owner must convey title to the water and sewer distribution system to Grantee through an instrument of dedication acceptable to Grantee;

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

All water lines and sewer lines within the Artesa Village Apartments project and located on the Property described on **Exhibit A** attached hereto and incorporated herein and also shown as a 4.96 acre parcel shown on that plat entitled, "Map for Record Artesa Village Apartments Tract" prepared by Stroud Engineering, P.A. and recorded in Map Cabinet 112, Page 30, Brunswick County Registry, and all pipes, joints, meters, pumps, tubes and equipment, related to the water lines and sewer lines located on the Property, such water lines and sewer lines as shown more particularly on the drawings attached hereto as **Exhibit B**.

TO HAVE AND TO HOLD said water and sewer lines and related pipes, joints, meters, pumps, tubes and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever.

Together with non-exclusive easements over, along and upon the Property for purposes of entry into the Property for maintenance, repair and upkeep of the water and sewer distribution systems and for connecting the same to Apartments.

And Owner 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.

Owner warrants to Grantee that the system herein conveyed is of good quality and free from faults and defects, and conforms to as-built drawings. Owner 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.

[SEPARATE SIGNATURE PAGE FOLLOWS]

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

ARTESA VILLAGE APARTMENTS, LLC

By: Terroir Development, LLC, Managing Member

By: [Signature]
Stephanie L. Norris, Managing Member

STATE OF NORTH CAROLINA)

COUNTY OF Brunswick)

I, Janna Lynn Watson, a Notary Public of the County and State aforesaid, certify that Stephanie L. Norris personally appeared before me this day and acknowledged that she is the Managing Member of Terroir Development, LLC, the Managing Member of Artesa Village Apartments, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by the duly authorized Managing Member of its Managing Member.

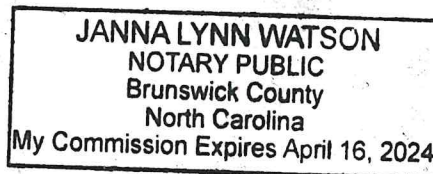
WITNESS my hand and Notarial Seal or Stamp, this the 13th day of November, 2020.

[Signature]
Notary Public

My Commission Expires:

4/16/2024

[Notarial Seal/Stamp]



ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Artesa Village Apartments, LLC was accepted by the Brunswick County Board of Commissioners on the ____ day of _____, 2020.

Brunswick County Board of Commissioners

Randy Thompson, Chairman

Andrea White
Clerk to the Board

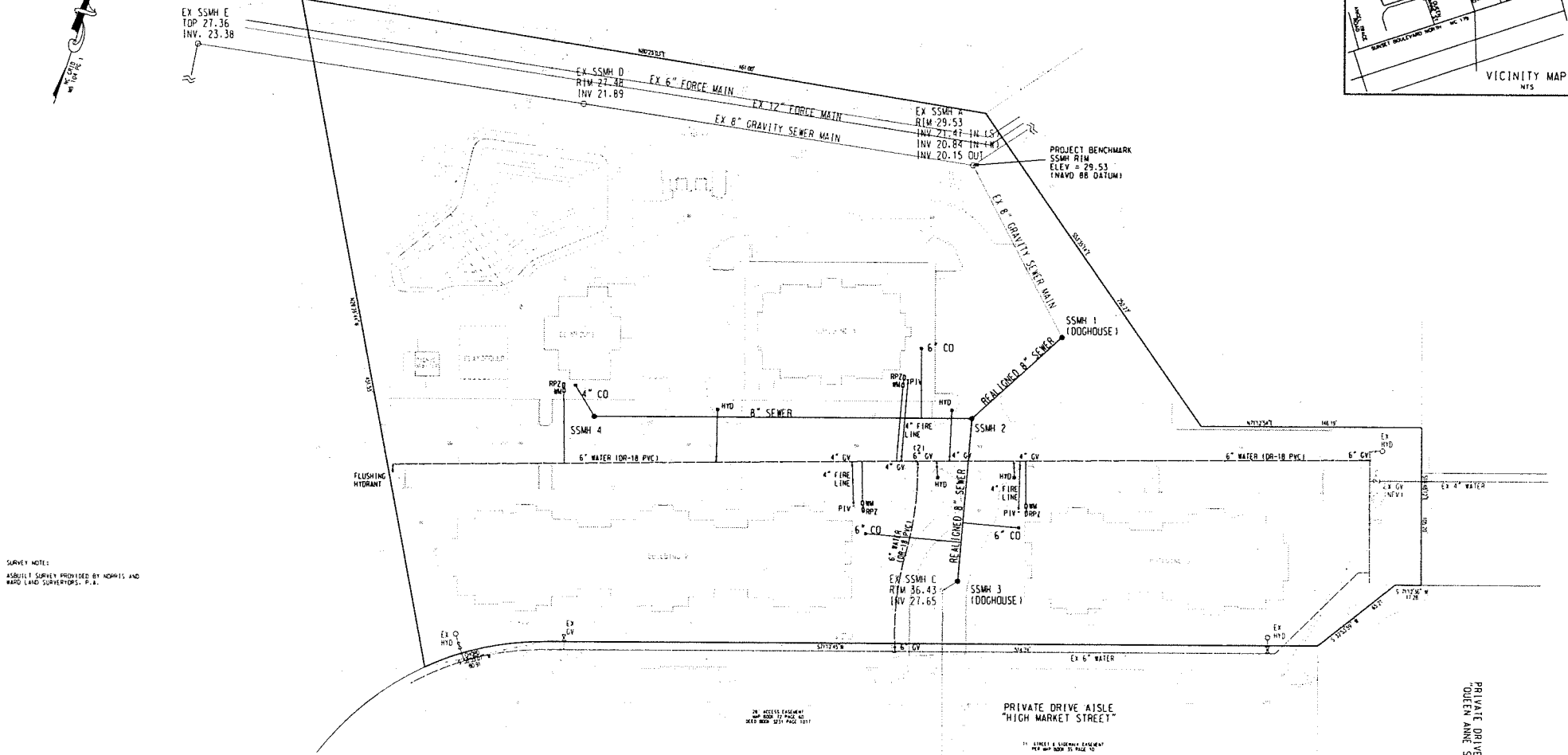
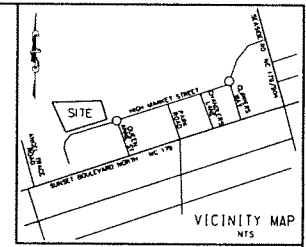
EXHIBIT A

ALL that certain lot or parcel of land lying and being in Sunset Beach Township, Brunswick County, North Carolina, and being more particularly described as follows:

BEING that 4.96 acre parcel shown on that plat entitled, "Map for Record Artesa Village Apartments Tract" prepared by Stroud Engineering, P.A. and recorded in Map Cabinet 112, Page 30, Brunswick County Registry.

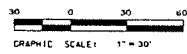
EXHIBIT B

See attached.

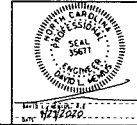


SURVEY NOTES:
ASBUILT SURVEY PROVIDED BY NORRIS AND
BARD LAND SURVEYORS, P.A.

LEGEND	
PROJECT BOUNDARY	---
EX WATER MAIN	---
PROP WATER MAIN	---
STORMWATER	---
WETLAND LINE	---
EX CONTOURS	---
SCALE	1" = 30'
SILT FENCE	---
DISTURBED AREA	---

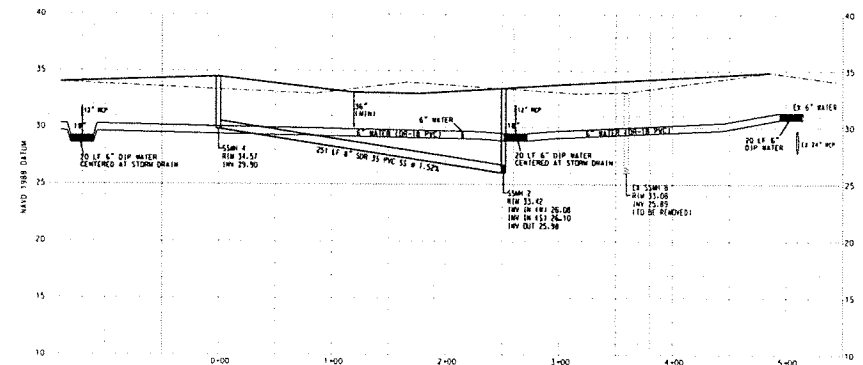
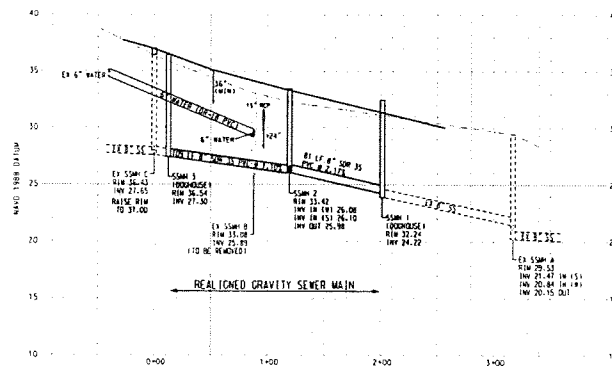
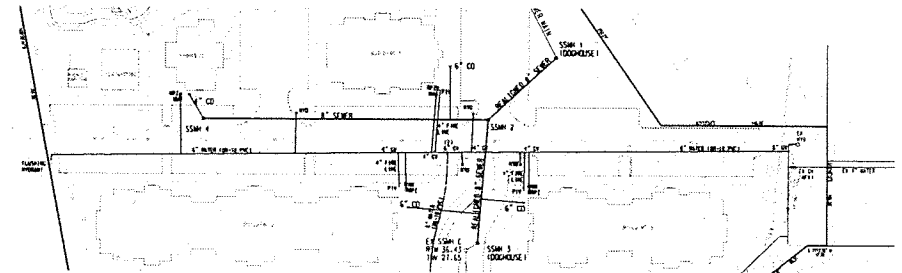
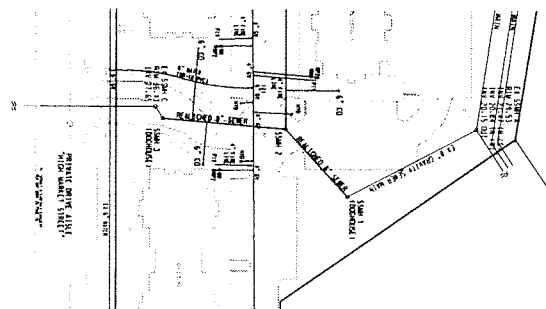


This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.



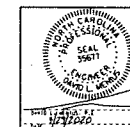
UTILITY ASBUILT COVER
ARTESA VILLAGE APARTMENTS
HIGH MARKET STREET
SUNSET BEACH, NC 28588

DEVELOPER: ARTESA VILLAGE APARTMENTS, LLC ADDRESS: PO BOX 15025 WILMINGTON, NC 28408 PHONE: 910-781-3354	STROUD ENGINEERING, P.A. 102-01 CLEVELAND DRIVE WILMINGTON, NORTH CAROLINA 28403 910-815-0175 910-815-0593 FAX	DRAWN: DLW SCALE: 1" = 30' SHEET: 1 OF 2
---	---	--



This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

GRAPHIC SCALE: 1" = 50'



UTILITY ASBUILT PROFILES

ARTESA VILLAGE
APARTMENTS

12040 CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
PHONE: 910-791-3354 FAX: 910-791-3354

DEVELOPER: ARTESA VILLAGE APARTMENTS, LLC
ADDRESS: PO BOX 15025
WILMINGTON, NC 28408
PHONE: 910-791-3354

STROUD ENGINEERING, P.A.
12040 CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
PHONE: 910-791-3354 FAX: 910-791-3354

DRAWN: DLW
SCALE: HORIZ. 1" = 50'
VERT. 1" = 5'
SHEET: 2 OF 2

Mortgage Joinder:

The undersigned, as (i) the beneficiary of that certain Deed of Trust, Security Agreement and Assignment of Leases and Fixture Filing recorded in Book 4319, Page 285, Brunswick County Registry, (ii) the assignee of that certain Assignment of Leases and Rents recorded in Book 4319, page 323, Brunswick County Registry, and (iii) the secured party named in that certain UCC Financing Statement recorded in Book 4319, Page 338, Brunswick County Registry (collectively, the "Recorded Construction Loan Documents"), does hereby join in the execution of this Deed of Dedication to release its lien on the water lines and sewer lines located on the Property, and all pipes, joints, meters, pumps, tubes and equipment, related to the water lines and sewer lines located on the Property and to subordinate its rights as the beneficiary of the Recorded Construction Loan Documents to the easement rights created by this Deed of Dedication.

MERCHANTS BANK OF INDIANA

By: [Signature]
Name: Robert J. Burtner
Title: Senior Vice President

INDIANA
STATE OF ~~NORTH CAROLINA~~)
COUNTY OF HAMILTON)

I, STEPHEN J DICK, a Notary Public of the County and State aforesaid, certify that ROBERT J BURTNER, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that (s)he is SVP of Merchants Bank of Indiana, a national banking association, and that (s)he, as SVP, being authorized to do so, voluntarily executed the foregoing on behalf of the Bank for the purposes stated therein.

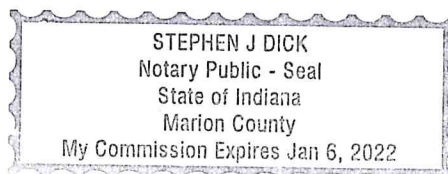
WITNESS my hand and official stamp or seal, this 10th day of November, 2020.

[Signature]
Notary Public

My Commission Expires:

1-6-2022

[Notarial Seal/Stamp]



Mortgagee Joinder:

The undersigned, as (i) the beneficiary of that certain Deed of Trust, Assignment of Rents and Leases and Security Agreement recorded in Book 4386, Page 641, Brunswick County Registry, and (ii) the secured party of that certain UCC Financing Statement recorded in Book 4386, Page 662, Brunswick County Register of Deeds (collectively, the "Recorded WHLP Loan Documents"), does hereby join in the execution of this this Deed of Dedication to release its lien on the water lines and sewer lines located on the Property, and all pipes, joints, meters, pumps, tubes and equipment, related to the water lines and sewer lines located on the Property and to subordinate its rights as the beneficiary of the Recorded WHLP Loan Documents to the easement rights created by this Deed of Dedication.

NORTH CAROLINA HOUSING FINANCE
AGENCY

By: [Signature]
Name: Scott Farmer
Title: Executive Director

STATE OF NORTH CAROLINA)
COUNTY OF Johnston)

I, Patricia A. Cassel, a Notary Public of the County and State aforesaid, certify that Scott Farmer, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that (s)he is Executive Director of North Carolina Housing Finance Agency, a North Carolina body corporate and politic, and that (s)he, as Executive Director, being authorized to do so, voluntarily executed the foregoing on behalf of the Agency for the purposes stated therein.

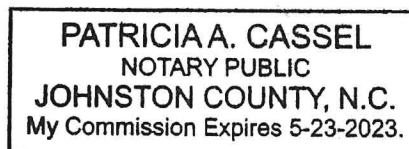
WITNESS my hand and official stamp or seal, this 28 day of Oct., 2020.

[Signature]
Notary Public

My Commission Expires:

5-23-2023

[Notarial Seal/Stamp]



Mortgagee Joinder:

The undersigned, as (i) the beneficiary of that certain Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded in Book 4319, Page 221, Brunswick County Registry, and (ii) the secured party named in that certain UCC Financing Statement recorded in Book 4319, Page 278, Brunswick County Registry (collectively, the "Recorded USDA Loan Documents"), does hereby join in the execution of this Deed of Dedication to release its lien on the water lines and sewer lines located on the Property, and all pipes, joints, meters, pumps, tubes and equipment, related to the water lines and sewer lines located on the Property and to subordinate its rights as the beneficiary of the Recorded USDA Loan Documents to the easement rights created by this Deed of Dedication.

MERCHANTS CAPITAL CORP.

By: Robert S. Burtner
Name: Robert S. Burtner
Title: Senior Vice President

INDIANA
STATE OF NORTH CAROLINA^{SD})
COUNTY OF HAMILTON)

I, STEPHEN J DICK, a Notary Public of the County and State aforesaid, certify that ROBERT J BURTNER, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that (s)he is SVP of Merchants Capital Corp., an Indiana corporation, and that (s)he, as SVP, being authorized to do so, voluntarily executed the foregoing on behalf of the corporation for the purposes stated therein.

WITNESS my hand and official stamp or seal, this 10TH day of NOVEMBER, 2020.

[Signature]
Notary Public

My Commission Expires:

1-6-2022

[Notarial Seal/Stamp]



STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AFFIDAVIT

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

1. That it is the owner of certain property located in Sunset Beach Township, Brunswick County, North Carolina, upon which is being constructed the Artesa Village Apartments, as more particularly described in a Deed of Dedication given by Affiant in favor of Brunswick County of even date herewith (the "Property").

2. That it has caused to be installed water distribution lines and sewer lines within the Artesa Village Apartments project and located on the Property described on **Exhibit A** attached hereto and incorporated herein and also shown as a 4.96 acre parcel shown on that plat entitled, "Map for Record Artesa Village Apartments Tract" prepared by Stroud Engineering, P.A. and recorded in Map Cabinet 112, Page 30, Brunswick County Registry.

3. All the work which has been performed in the construction and installation of said water distribution lines and sewer lines described in paragraph 2, above, has been fully paid for and there are now no liens of any kind including any lien for labor or material against the Property which would in any way jeopardize title of Affiant to the Property nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in connection with the construction of the Artesa Village Apartments project or the water lines and sewer lines installed therein which would in any way jeopardize title to the Property or the water distribution lines and sewer lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized managing member, this 13TH day of NOVEMBER, 2020.

ARTESA VILLAGE APARTMENTS, LLC

By: Terroir Development, LLC, Managing Member

By: [Signature]
Stephanie L. Norris, Managing Member

STATE OF NORTH CAROLINA)
COUNTY OF Brunswick)

I, Janna Lynn Watson, a Notary Public of the County and State aforesaid, certify that Stephanie L. Norris personally appeared before me this day and acknowledged that she is the Managing Member of Terroir Development, LLC, the Managing Member of Artesa Village Apartments, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by the duly authorized Managing Member of its Managing Member.

WITNESS my hand and Notarial Seal or Stamp, this the 13th day of November, 2020.

[Signature]
Notary Public

My Commission Expires:

4/16/2024

[Notarial Seal/Stamp]

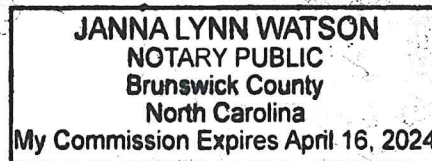


EXHIBIT A

ALL that certain lot or parcel of land lying and being in Sunset Beach Township, Brunswick County, North Carolina, and being more particularly described as follows:

BEING that 4.96 acre parcel shown on that plat entitled, "Map for Record Artesa Village Apartments Tract" prepared by Stroud Engineering, P.A. and recorded in Map Cabinet 112, Page 30, Brunswick County Registry.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 1, 2021

From:
Asst. Attorney-Bryan Batton

Action Item # V. - 4.

County Attorney - Landmark at Lighthouse Cove Deed of Dedication

Issue/Action Requested:

Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in Landmark at Lighthouse Cove.

Background/Purpose of Request:

Hoosier Daddy, LLC has submitted a Deed of Dedication for water and sewer infrastructure in Landmark at Lighthouse Cove. 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

\$ 315,798.00 for water

\$ 519,594.00 for sewer

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Accept the Deed of Dedication for water and sewer infrastructure for Landmark at Lighthouse Cove.

County Manager's Recommendation:

Recommend the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in Landmark at Lighthouse Cove.

ATTACHMENTS:

Description

- Landmark at Lighthouse Cove DOD

Prepared by:
Ellen P. Wortman
Marshall, Williams & Gorham, LLP
14 S Fifth Ave
Wilmington, NC 28401

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the 7th day of December, 2020, by and between Hoosier Daddy, LLC, a North Carolina limited liability company, with an office and place of business in New Hanover County, North Carolina, party of the first part, hereinafter referred to as "Developer", and Brunswick County, a governmental entity created and existing under the laws of the State of North Carolina with an address of P.O. Box 249, Bolivia, NC 28422, party of the second part, hereinafter referred to as Grantee:

WITNESSETH:

That WHEREAS Developer is the owner and developer of a tract or parcel located in Shallotte Township, Brunswick County, North Carolina, known as Landmark at Lighthouse Cove;

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

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

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

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

All water and sewer lines beside or beneath Lighthouse Cove Loop, Lantern Light Way and Harbour View Drive and all associated easements and appurtenances as shown on the record drawings created by Coastal Land Design, PLLC titled "Overall Utility Plan" dated April 3, 2019 and attached hereto as **Exhibit A**.

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

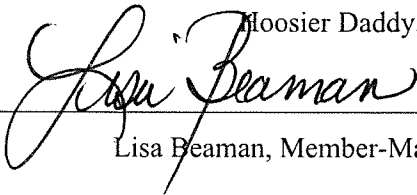
Also conveyed herein are non-exclusive easements over, along and upon the entire area of the streets and cul-de-sacs depicted on the maps and serving the areas referenced above for purposes of entry into the subdivision for maintenance, repair and upkeep of the water and sewer distribution systems and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

And Developer does hereby covenant that it is seized of said water and sewer lines and equipment described above in fee simple and has the right to convey the same in fee

simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

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

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

By:  Hoosier Daddy, LLC
Lisa Beaman, Member-Manager

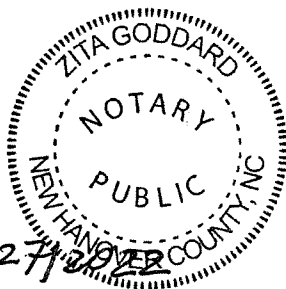
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid, do hereby certify that Lisa Beaman personally came before me on this day, and (I have personal knowledge of the identity of the principal) ~~OR (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a n/a~~
~~_____) OR (a credible witness has sworn to the identity of the principal(s)); and~~
he/she acknowledged that he/she Member-Manager of Hoosier Daddy, LLC, a North Carolina limited liability company, and that he/she, as Member-Manager, being authorized to do so, executed the foregoing on behalf of the LLC.

Witness my hand and official seal, this is the 7th day of December, 2020.

(NOTARY SEAL)

My Commission Expires:




Signature of Notary Public

ZITA GODDARD
Printed of Typed Name of Notary Public

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Hoosier Daddy, LLC was
accepted by the Brunswick County Board of Commissioners on the _____ day of
_____, 20_____.

Brunswick County Board of Commissioners

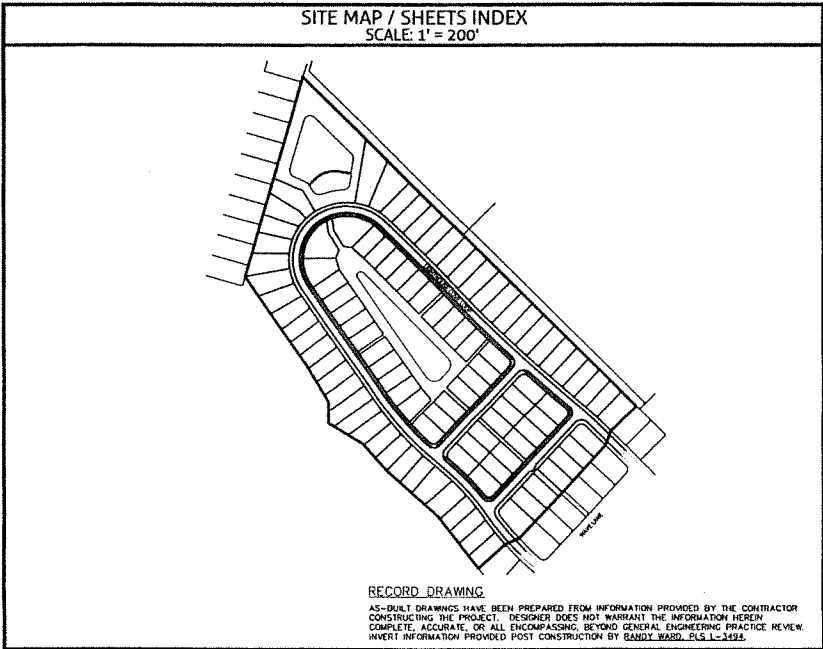
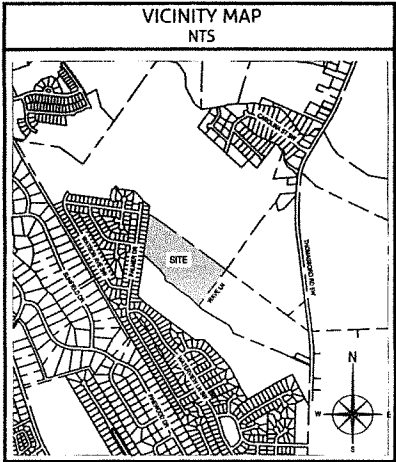
Frank Williams, Chairman

Andrea White, Clerk to Board

WATER & SEWER AS-BUILT DRAWINGS FOR LIGHTHOUSE COVE SUBDIVISION CAROLINA SHORES NORTH CAROLINA

NOVEMBER 2019

AS-BUILT PLANS
FOR Lighthouse Cove Subdivision
WMA PROJECT NO. 10100404



INDEX OF SHEETS

SHEET NO.	SHEET TITLE
C0.0	COVER
C1.0	AS-BUILT LIGHTHOUSE COVE LOOP PLAN & PROFILES
C2.0	AS-BUILT LIGHTHOUSE COVE LOOP PLAN & PROFILES
C3.0	AS-BUILT LIGHTHOUSE COVE LOOP PLAN & PROFILES

SITE DATA

AS-BUILT DATA:	
8" WATER MAIN	= 2,684 LF
8" DIP WATER MAIN	= 169 LF
6" WATER MAIN	= 828 LF
6" DIP WATER MAIN	= 20 LF
GRAVITY SEWER MAIN	= 2,384 LF
NO. OF SEWER CLEAN OUTS	= 99

RECORD DRAWING



This project was designed and permitted by others. The certifying engineer, Joseph S. Boyd, PE #19111, is not certifying the design, rather the construction was carried out in accordance with previously accepted utility construction practices. Also, having made periodic observations during construction and reviewed the post construction survey, it is noted that the sewer system appears to have been constructed in substantial conformance with the HCDENR DWQ - Minimum Design Criteria, with exceptions noted. - JSB

LEGEND

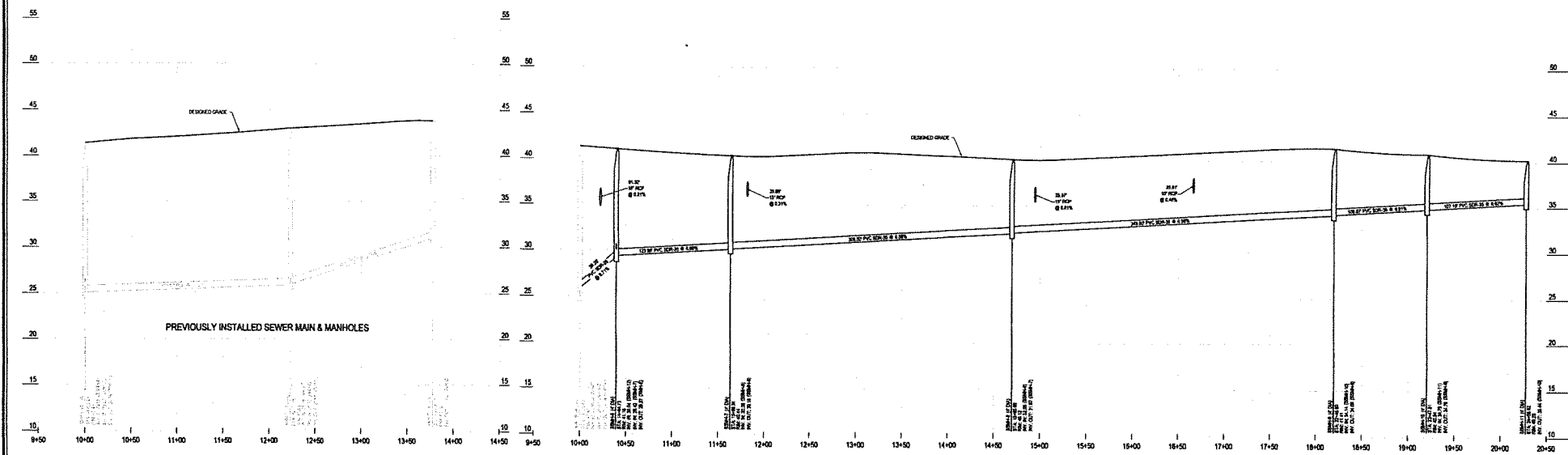
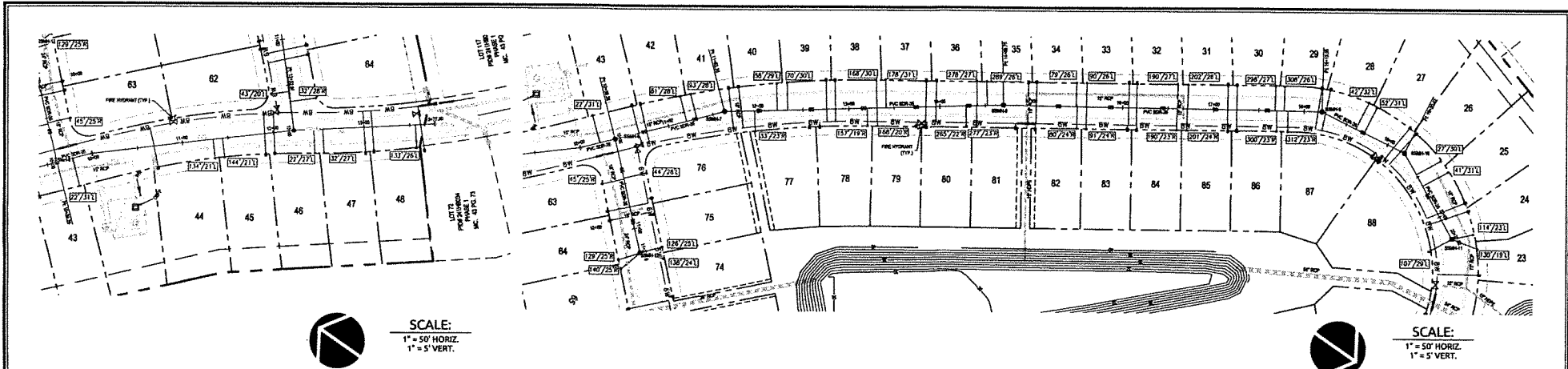
DESCRIPTION	EXISTING	PROPOSED
PROPERTY LINE	---	---
ROADWAY CENTERLINE	---	---
RIGHT OF WAY LIMITS	---	---
EASEMENT LINE	---	---
CURB & GUTTER	---	---
SANITARY SEWER FACILITIES	---	---
STORM SEWER FACILITIES	---	---
WATERLINE	---	---
WATERWAYS	---	---
AS-BUILT CLEAN-OUT STUB	---	---
AS-BUILT FIRE HYDRANT ASSEMBLY	---	---
AS-BUILT WATER METER	---	---

PREPARED BY:

 **WithersRavenel**
Engineers | Planners | Surveyors
219 Station Road Ste 101 | Wilmington, NC 28405 | T: 910.256.9277 | License #: C-0832 |
www.withersravenel.com

DEVELOPER/OWNER

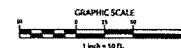
HOOSIER DADDY, LLC
6025 TARIN ROAD
WILMINGTON, NC 28409
(252) 916-5030
ATTN: LISA C. BEAMAN



RECORD DRAWING

AS-BUILT DRAWINGS HAVE BEEN PREPARED FROM INFORMATION PROVIDED BY THE CONTRACTOR CONSTRUCTING THE PROJECT. DESIGNER DOES NOT WARRANT THE INFORMATION HEREIN COMPLETE, ACCURATE, OR ALL ENCOMPASSING. BEYOND GENERAL ENGINEERING PRACTICE REVIEW. INVERT INFORMATION PROVIDED POST CONSTRUCTION BY RANDY WARD, PLS L-3434.

This project was designed and permitted by others. The certifying engineer, Joseph S. Royl, PE #9113, is not certifying the design, rather that construction was carried out in accordance with generally accepted solar construction practice. Also, having made periodic observations during construction and reviewed the post construction survey, as noted, that the sewer system appears to have been constructed in substantial conformance with the NCEM DWG - Minimum Design Criteria, with exceptions noted. - ESR



**RECORD
DRAWING**

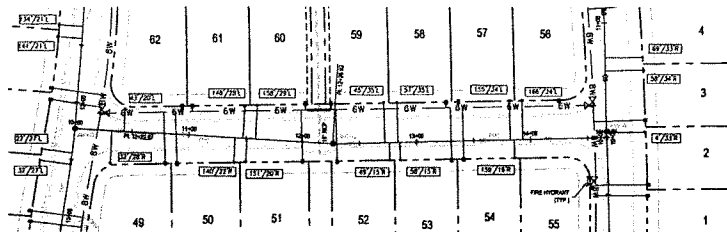
No.	Revision	Date	By	Design	Scale
1				AS NOTED	
2				25%	15-08-2019
3				25%	02-10-2019

LIGHTHOUSE COVE SUBDIVISION
CAROLINA SHORES
NORTH CAROLINA

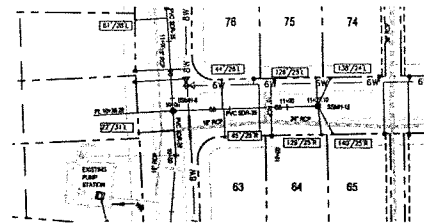
AS-BUILT LIGHTHOUSE COVE PLAN & PROFILE

WithersRavenel
Engineers | Planners | Surveyors
719 Market Street, Suite 101 | Wilmington, NC 28402 | 910.256.9377 | www.withersravenel.com

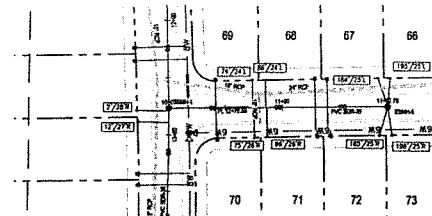
Sheet No.
C1.0



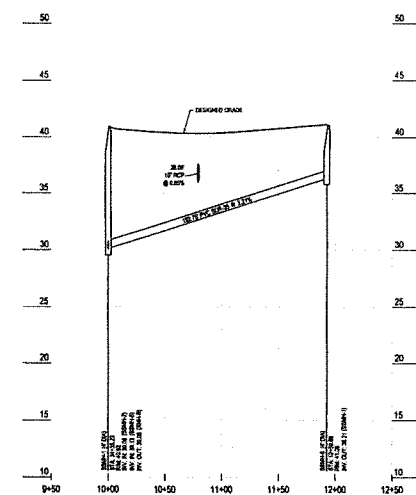
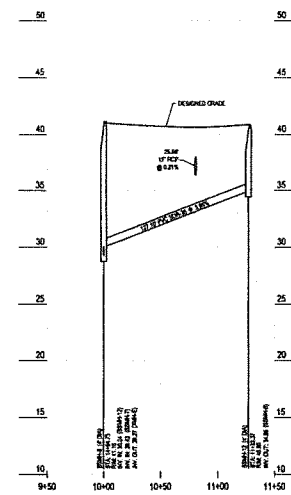
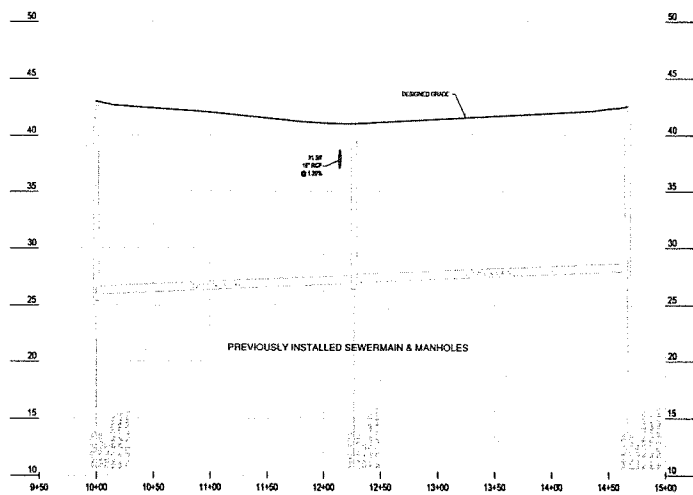
SCALE:
1" = 50' HORIZ.
1" = 5' VERT.



SCALE:
1" = 50' HORIZ.
1" = 5' VERT.



SCALE:
1" = 50' HORIZ.
1" = 5' VERT.



RECORD DRAWING
AS-BUILT DRAWINGS HAVE BEEN PREPARED FROM
INFORMATION PROVIDED BY THE CONTRACTOR
CONSTRUCTING THE PROJECT. DESIGNER DOES NOT
WARRANT THE INFORMATION HEREIN COMPLETE, ACCURATE,
OR ALL ENCOMPASSING, BEYOND GENERAL ENGINEERING
PRACTICE REVIEW. INVERT INFORMATION PROVIDED POST
CONSTRUCTION BY RANDY WARD, PLS 1-1454.

This project was designed and permitted by others. The certifying engineer, Joseph S. Boyd, PE #19111, is not certifying the design, rather that construction was carried out in accordance with generally accepted utility construction practice. Also, having made periodic observation during construction and examined the post construction survey, in record, that the sewer system appears to have been constructed in substantial conformity with the MCLINE DWG - Minimum Design Criteria, with exceptions noted - 158



RECORD
DRAWING



No.	Revision	Date	By	Design	Scale
1				JOB	AS NOTED
2				DATE	10-08-2018
3				CHECKED BY	JOB NO.
4					03104848

LIGHTHOUSE COVE SUBDIVISION
CAROLINA SHORES
NORTH CAROLINA

AS-BUILT LIGHTHOUSE COVE LOOP PLAN & PROFILE

WithersRavenel
Engineers | Planners | Surveyors
218 Market Street, Suite 201 | Wilmington, NC 28401 | 910.234.1272 | www.withersravenel.com

Sheet No.
C3.0

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AFFIDAVIT

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

1. That it is the owner of certain property located in Shallotte Township, Brunswick County, North Carolina, known as Landmark at Lighthouse Cove, containing lots numbers 1 thru 99, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.

2. That is has caused to be installed water distribution lines and/or sewer lines under and along the road right-of ways property hereinafter described and referenced:

All water and sewer lines beside or beneath Lighthouse Cove Loop, Lantern Light Way and Harbour View Drive and all associated easements and appurtenances as shown on the record drawings created by Coastal Land Design, PLLC titled "Overall Utility Plan" dated April 3, 2019 and attached hereto as **Exhibit A**.

3. All the work which has been performed in the construction and installation of said water distribution lines and sewer lines described in paragraph 2, above, has been fully paid for and there are now no liens of any kind including any lien for labor or material against the

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

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by is authorized officer(s), this 7th day of December, 2020.

Hoosier Daddy, LLC

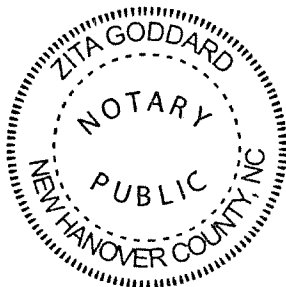
By: *Lisa Beaman*
Lisa Beaman, Member-Manager

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

Signed and sworn to (or affirmed) before me this day by
Date: 7th December '20

Lisa Beaman
Lisa Beaman

(NOTARY SEAL)



Zita Goddard
Signature of Notary Public

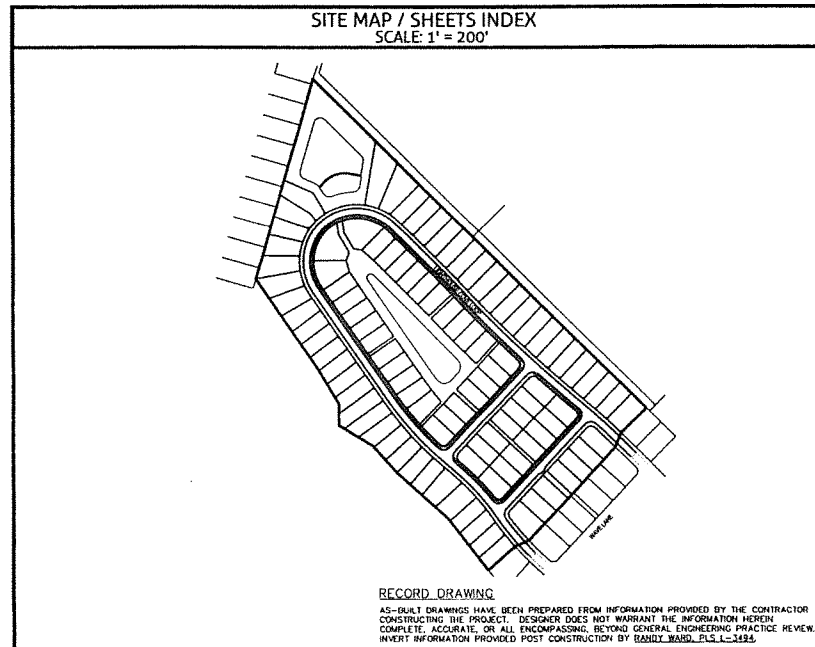
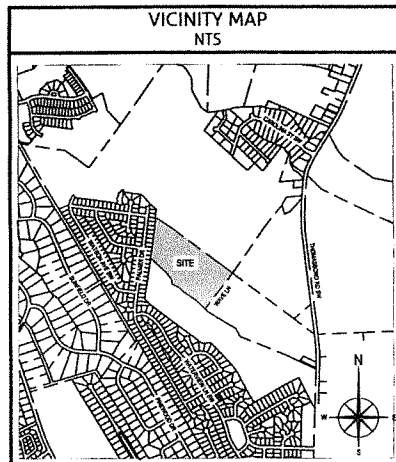
ZITA GODDARD
Printed or Typed Name of Notary Public

My Commission Expires: 12/27/2022

WATER & SEWER AS-BUILT DRAWINGS FOR LIGHTHOUSE COVE SUBDIVISION CAROLINA SHORES NORTH CAROLINA

NOVEMBER 2019

AS-BUILT PLANS
FOR LIGHTHOUSE COVE SUBDIVISION
WATER PROJECT NO. 1913444



RECORD DRAWING

AS-BUILT DRAWINGS HAVE BEEN PREPARED FROM INFORMATION PROVIDED BY THE CONTRACTOR CONSTRUCTING THE PROJECT. DESIGNER DOES NOT WARRANT THE INFORMATION HEREIN COMPLETE, ACCURATE, OR ALL ENCOMPASSING. BEYOND GENERAL ENGINEERING PRACTICE REVIEW. INVERT INFORMATION PROVIDED POST CONSTRUCTION BY RANDY WARD, PLS, L.C. 3484.

LEGEND		
DESCRIPTION	EXISTING	PROPOSED
PROPERTY LINE	---	---
ROADWAY CENTERLINE	---	---
RIGHT OF WAY LIMITS	---	---
EASEMENT LINE	---	---
CURB & GUTTER	---	---
SANITARY SEWER FACILITIES	---	---
STORM SEWER FACILITIES	---	---
WATERLINE	---	---
WATERWAYS	---	---
AS-BUILT CLEAN-OUT STUB	---	---
AS-BUILT FIRE HYDRANT ASSEMBLY	---	---
AS-BUILT WATER METER	---	---

INDEX OF SHEETS

SHEET NO. SHEET TITLE

C0.0	COVER
C1.0	AS-BUILT LIGHTHOUSE COVE LOOP PLAN & PROFILES
C2.0	AS-BUILT LIGHTHOUSE COVE LOOP PLAN & PROFILES
C3.0	AS-BUILT LIGHTHOUSE COVE LOOP PLAN & PROFILES

SITE DATA

AS-BUILT DATA:

8" WATER MAIN = 2,684 LF
8" DIP WATER MAIN = 169 LF
6" WATER MAIN = 828 LF
6" DIP WATER MAIN = 20 LF
GRAVITY SEWER MAIN = 2,384 LF
NO. OF SEWER CLEAN OUTS = 99

RECORD DRAWING



This project was designed and permitted by others. The certifying engineer, Joseph S. Boyd, P.E. 1121-11, is not certifying the design, rather the construction was carried out in accordance with generally accepted utility construction practice. Also, having made periodic observations during construction and reviewed the post construction survey, in mind, that the sewer system appears to have been constructed in substantial compliance with the HCDENR DWG - Minimum Design Criteria, with exceptions noted. - JSB

PREPARED BY:



WithersRavenel
Engineers | Planners | Surveyors

219 Station Road Ste 101 | Wilmington, NC 28405 | t: 910.256.9277 | license #: C-0832 |
www.withersravenel.com

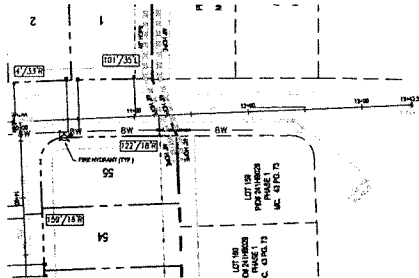
DEVELOPER/OWNER

HOOSIER DADDY, LLC
6025 TARIN ROAD
WILMINGTON, NC 28409
(252) 916-5030

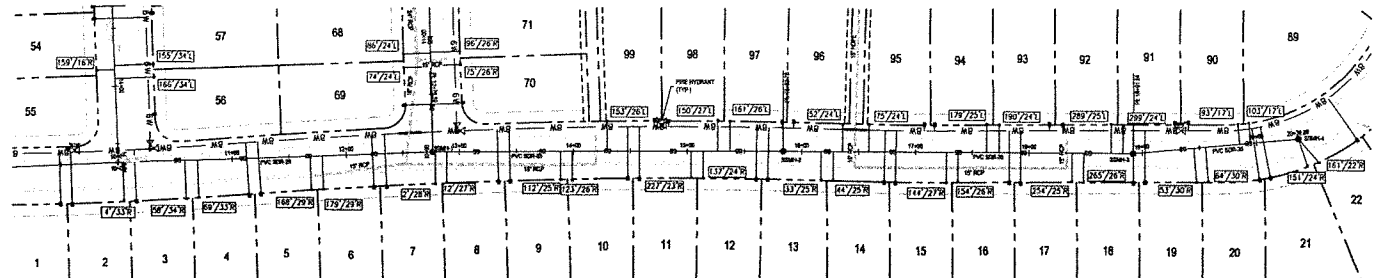
ATTN: LISA C. BEAMAN



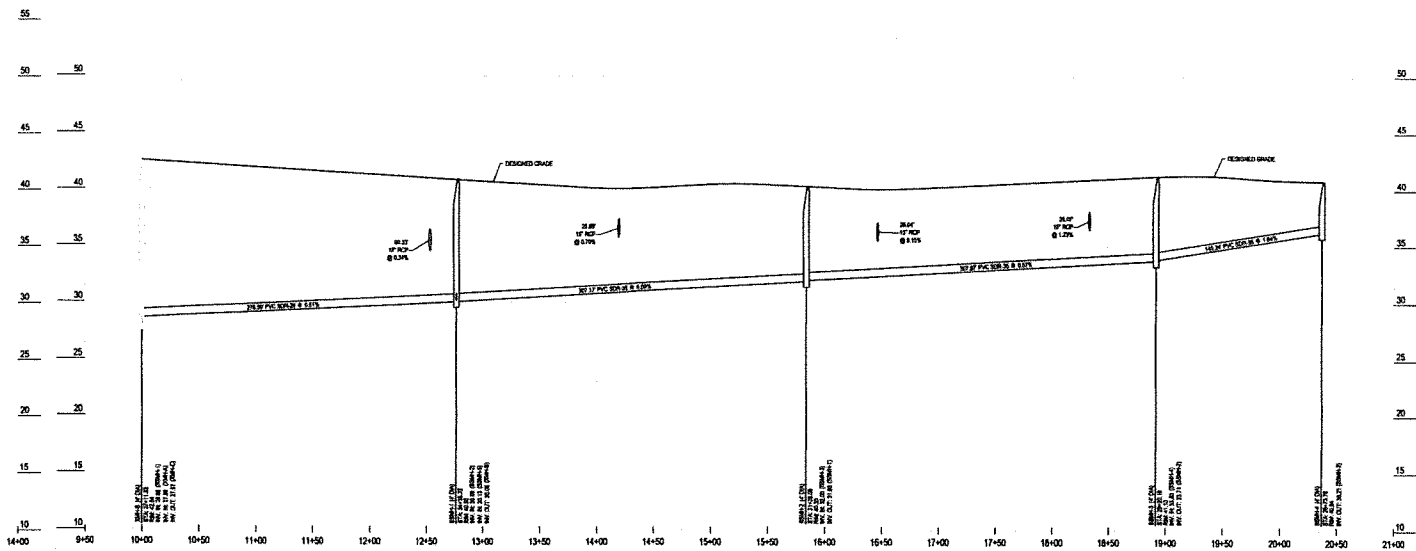
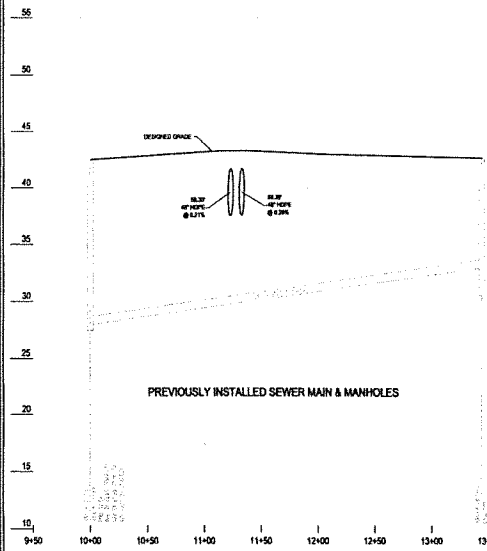
Sheet No.
C1.0



SCALE:
1" = 50' HORIZ.
1" = 5' VERT.

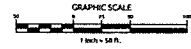


SCALE:
1" = 50' HORIZ.
1" = 5' VERT.



RECORD DRAWING
AS-BUILT DRAWINGS HAVE BEEN PREPARED FROM INFORMATION PROVIDED BY THE CONTRACTOR CONSTRUCTING THE PROJECT. DESIGNER DOES NOT WARRANT THE INFORMATION HEREIN COMPLETE, ACCURATE, OR ALL ENCOMPASSING, BEYOND GENERAL ENGINEERING PRACTICE REVIEW. INVERT INFORMATION PROVIDED POST CONSTRUCTION BY SANDY WARD, PLS L-3494.

This project was designed and permitted by others. The certifying engineer, Joseph S. Boyd, PE #39113, is not certifying the design, rather that construction was carried out in accordance with generally accepted safety construction practices. Also, having made periodic observations during construction and reviewed the post construction survey, as noted, that the sewer system appears to have been constructed in substantial conformance with the NCDENR DWQ - Minimum Design Criteria, with exceptions noted. - JSB



**RECORD
DRAWING**



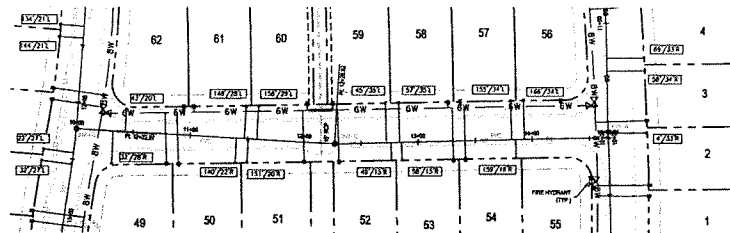
No.	Revision	Date	By	Design	Scale
1				25%	AS NOTED
2				25%	10-08-2019
3				25%	03-10-2019

LIGHTHOUSE COVE SUBDIVISION
CAROLINA SHORES
NORTH CAROLINA

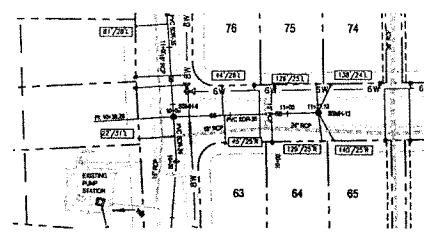
AS-BUILT LIGHTHOUSE COVE LOOP PLAN & PROFILE

WithersRavenel
Engineers | Planners | Surveyors
219 Station Road, Suite 101 | Wilmington, NC 28403 | P: 910.254.9277 | F: 910.254.9278 | www.withersravenel.com

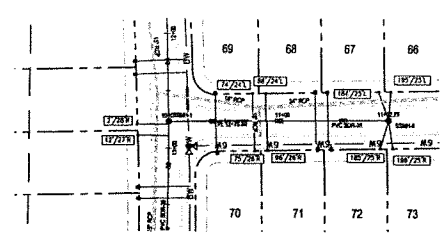
Sheet No.
C2.0



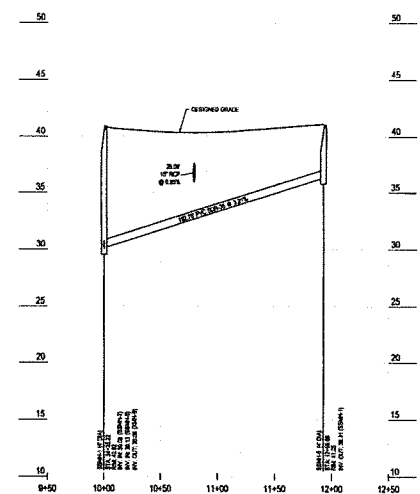
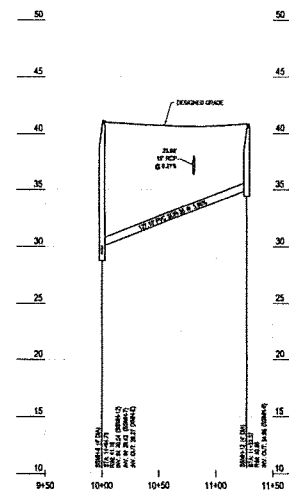
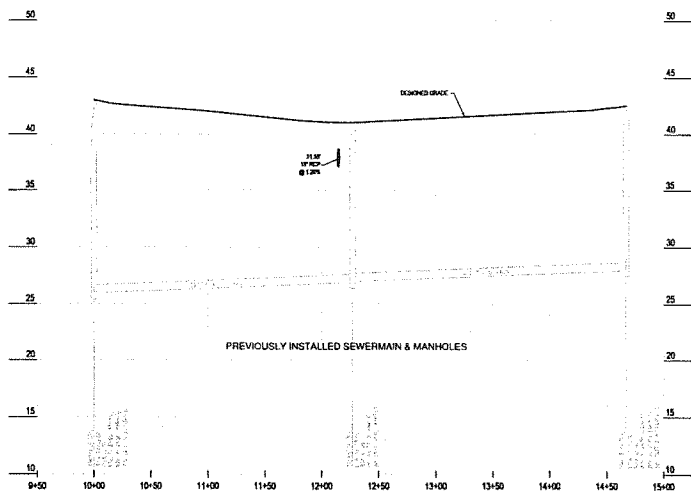
SCALE:
1" = 50' HORIZ.
1" = 5' VERT.



SCALE:
1" = 50' HORIZ.
1" = 5' VERT.



SCALE:
1" = 50' HORIZ.
1" = 5' VERT.



RECORD DRAWING
AS-BUILT DRAWINGS HAVE BEEN PREPARED FROM INFORMATION PROVIDED BY THE CONTRACTOR CONSTRUCTING THIS PROJECT. DESIGNER DOES NOT WARRANT THE INFORMATION HEREIN COMPLETE, ACCURATE, OR ALL ENCOMPASSING. DETOCH GENERAL ENGINEERING PRACTICE REVIEW. INVERT INFORMATION PROVIDED POST CONSTRUCTION BY RANDY WARD, PLS. L-3494.

This project was designed and permitted by others. The consulting engineer, Joseph L. Ravel, PE, is not rendering his design, either that construction was carried out in accordance with generally accepted utility construction practice. Also, having made periodic observations during construction and reviewed the post construction survey, as noted, that the sewer system appears to have been constructed in substantial conformance with the HIC/NEHQ/ENRQ - Minimum Design Criteria, with exceptions noted. - JLR



**RECORD
DRAWING**



No.	Revision	Date	By	Design	Scale
1				JLR	AS NOTED
2				THC	10-09-2019
3				JLR	02/09/2020

LIGHTHOUSE COVE SUBDIVISION
CAROLINA SHORES NORTH CAROLINA

AS-BUILT LIGHTHOUSE COVE LOOP PLAN & PROFILE

WithersRavenel
Engineers | Planners | Surveyors

219 Southern Road Ste 100 | Wilmington, NC 28403 | 910.256.9177 | www.withersravenel.com

Sheet No.
C3.0



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 1, 2021

Action Item # V. - 5.

From: County Attorney - Southwest Library Easement Agreement
Bryan Batton, Asst. County Attorney

Issue/Action Requested:

Request the Board of Commissioners approve an easement agreement regarding the movement of the Southwest Library entrance and authorize the Manager to execute upon final approval of the County Attorney.

Background/Purpose of Request:

The Hwy 17 entrance to the Southwest library branch is provided through an easement on the land between the library and Hwy 17. Pulte Home Company, LLC owns the land subject to the easement and is developing the subdivision Eagle Run. The developer has proposed an agreement for a shared entrance with the County which will slightly adjust the entrance as shown on the attachment. When complete, the roadway will be dedicated to Carolina Shores with the exception of the portion solely for library use which the county will maintain. This is consistent with the current easement. This agreement will also provide new signage for the library as shown.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Request the Board of Commissioners approve an easement agreement regarding the movement of the Southwest Library entrance and authorize the Manager to execute upon final approval of the County Attorney.

County Manager's Recommendation:

Recommend the Board of Commissioners approve an easement agreement regarding the movement of the Southwest Library entrance and authorize the Manager to execute upon final approval of the County Attorney.

ATTACHMENTS:

Description

- ☐ Easement Agreement
- ☐ Survey and Signage

Prepared by and return to:
Nexsen Pruet, PLLC
ATTN: Keith D. Burns
4141 Parklake Ave., Suite 200
Raleigh, NC 27612

Cross reference:
Book 4013, Page 730

EASEMENT AGREEMENT

This Easement Agreement (the “Agreement”) is made and entered into this the ____ day of February, 2021 by and between **The County of Brunswick** (“Brunswick”), and **Pulte Home Company, LLC**, a Michigan limited liability company (“Pulte”), (Brunswick and Pulte are sometimes referred to collectively as the “Parties”, and individually as a “Party”).

A. By deed dated February 2, 2018 and recorded in the Brunswick County Registry (the “Registry”) at Deed Book 4013, Page 730 Brunswick acquired title to a 4.35 acre tract of real property identified in a plat recorded in the Registry at Map Cabinet 19, Page 370 (the “Brunswick Property”). The deed by which Brunswick acquired the Brunswick Property included a non-exclusive easement that provides access from the Brunswick Property to Highway 17. The location of the easement is shown on the above referenced plat and on a plat recorded in the Registry at Map Cabinet 69, Page 69 (the “Existing Easement”).

B. By deed dated July 10, 2020 and recorded in the Registry at Deed Book 4394, Page 1387 Pulte acquired title to a 42.26 acre tract of real property identified as Parcel A, Tract 1, in a plat recorded in the Registry at Map Cabinet 122, Page 15. As evidenced by a Memorandum of Contract recorded in the Registry at Deed Book 4394, Page 1394 Pulte has the right to acquire the property identified as Parcel A, Tract 2 on the above, referenced plat (Parcel A, Tract 1 and Parcel A, Tract 2 collectively the “Pulte Property”).

C. Pulte intends to develop the Pulte Property generally in accordance with the Site Plan attached hereto as **Exhibit A** (the “Site Plan”). Pulte’s planned development will include the installation and dedication of a public street that connects the Pulte Property to Highway 17 through the Existing Easement and the installation of monument signs in the Existing Easement.

D. Brunswick acquired the Brunswick Property and Pulte acquired the Pulte Property from a common grantor. The Existing Easement is located on the Pulte Property. In the deed for the Pulte Property the common grantor purports to terminate the Existing Easement upon the dedication of Eagle Claw Drive (described below).

E. For the purposes of (i) addressing the purported termination of the Existing Easement, and (ii) coordinating development of the area of the Pulte Property adjacent to Highway 17, the Parties have reached the agreements documented below.

NOW THEREFORE, in consideration of the premises and promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Pulte hereby grants, bargains, sells and conveys unto Brunswick, a non-exclusive easement on, over, and across the easement area labeled “Easement Area” on **Exhibit B** hereto (the “Easement Area”) for the purpose of pedestrian and vehicular ingress, egress and regress to and from Eagle Claw Drive and for the purpose of installing and maintaining utilities, such as, but not limited to water, sewer, communications, and natural gas; provided, however, that vehicular ingress, egress and regress shall be limited to Brunswick Drive (defined below) (the “New Easement”). Except for replacement of the Brunswick Drive and related sidewalk, if any, in the area of their initial installation by Pulte, Brunswick may not install or cause to be installed in the New Easement any above-ground structure.

2. Termination. Effective as of the date on which Pulte dedicates Eagle Claw Drive (shown on the Site Plan and in the Construction Plans (defined below)) to the Town of Carolina Shores (the “Town”), the Existing Easement will be terminated; the Pulte Property will be hereby relieved of the burdens imposed on it by the Existing Easement, and Brunswick shall convey and set over unto Pulte all rights arising under the Existing Easement with regard to the Pulte Property, such that said rights shall be merged into the fee ownership and thereby extinguished; it being the intent of the Parties that from and after the date of such dedication that the Pulte Property be held and conveyed hereafter without encumbrance by, reference to, or exception for, the Existing Easement. From the date hereof until such time as Eagle Claw Drive is dedicated to the Town, Brunswick shall not conduct any activity in the Existing Easement that is inconsistent with or that would impede the Construction (defined below). Pulte may record evidence that Eagle Claw Drive has been dedicated to the Town, and such recording, without execution by Brunswick, shall be valid and effective as proof of the dedication of Eagle Claw Drive and termination of the Existing Easement.

3. Construction of Easement and Eagle Claw Drive. Pulte shall construct Eagle Claw Drive and the driveway through the Easement Area to the Brunswick Property (the “Brunswick Drive”), along with related curbs, and ditches. In addition, Pulte shall install under or adjacent to Eagle Claw Drive and through the Easement Area to the boundary of the Brunswick Property a sewer force main. Pulte shall complete the road and utility construction (the “Construction”) materially in accordance with the construction plans prepared by Development Resource Group of the Carolinas, LLC, titled “Shingletree Phase 1” and bearing last revision date of 07-27-2020, subject to modifications as required during the process of

obtaining final governmental approval of such plans and subject to minor modifications based on site conditions (the “Construction Plans”). Upon completion of the Construction, Pulte shall dedicate (i) Eagle Claw Road to the Town, and (ii) the sewer force main to Brunswick County. Pulte shall bear all costs and expenses of performing the Construction. Pulte shall have the right to close the driveway located in the Existing Easement and to deny Brunswick access to the Existing Easement for reasonable periods of time during the Construction.

4. Maintenance of the Brunswick Drive and Utilities. Brunswick shall maintain Brunswick Drive free of settlement; dips; cracks; potholes; cracked, chipped or broken curb, and defects similar to any of the foregoing. If the utility lines installed in the New Easement for the purpose of serving exclusively the Brunswick Property are not dedicated to and maintained by the Town, Brunswick shall maintain such utility lines.

5. Construction of Signs. Pulte shall construct on the Pulte Property near Highway 17, generally in the areas labeled “Sign Locations” on Exhibit B, primary sign monuments (collectively the “Monument Sign”) in accordance with the concept drawing attached hereto as **Exhibit C**. Pulte shall maintain the Monument Sign in good condition. Pulte may renovate and redesign the Monument Sign from time to time without the consent of Brunswick, so long as at least approximately nineteen (19) square feet of the Monument Sign (the approximate square footage shown on Exhibit C) is reserved for Brunswick. Brunswick may request that the text of the Monument Sign related to Brunswick’s property be changed, and subject to (i) Pulte’s reasonable determination that the text proposed by Brunswick (including but not limited to content, font style, size, and color) is compatible with the design of the Monument Sign and the aesthetics of the neighborhood developed on the Pulte Property, and (ii) Brunswick’s pre-payment of all charges related to the change of the text, Pulte will cause the text to be revised as requested by Brunswick. Except as provided in Section 5 below, Brunswick will have no authority to maintain or revise the Monument Sign.

6. Landscape Maintenance. Pulte shall maintain the landscaping on the Pulte Property, including the portion of the Pulte Property that is burdened by the New Easement. Such maintenance may include installing hardscape features, trees, shrubs, annual and perennial plantings, grass, sidewalks, irrigation systems, lighting and other structures and systems related to the foregoing or commonly used in communities having homes of a similar number and value as those being developed by Pulte on the Pulte Property. Brunswick shall have no authority to install landscaping in the New Easement, and except as provided in Section 5 shall have no authority to maintain the landscaping in the New Easement.

7. Self-Help. If (i) Pulte fails to discharge the maintenance or repair obligations imposed on it by Section 5 or Section 6, or (ii) Brunswick fails to discharge the maintenance or repair obligations imposed on it by Section 4 (the Party failing to maintain is defined herein as the “Failing Party” and the other Party as the “Requesting Party”), the Requesting Party may give written notice of such maintenance or repair failure to the Failing Party, and if the maintenance or repair failure has not been corrected within thirty (30) days (90 days in the case of repaving) of the date of such written notice, the Requesting Party may complete the maintenance or repair work described in its notice and recover from the Failing Party, all third-party costs reasonably incurred by the Requesting Party, plus a fee in an amount equal to fifteen percent (15%) of those third-party costs, such fee being compensation for the management of the

repair or maintenance work. The amount due to the Requesting Party shall be paid by the Failing Party within thirty (30) days after the Requesting Party presents paid invoices and a request for payment to the Failing Party; after the expiration of the thirty (30) day period interest shall begin to accrue on the amount due at the rate of twelve percent (12%) per annum from the date the request for payment was made through the date on which the Requesting Party receives payment. Payments shall be applied first to accrued interest, next to the 15% fee, and then to the third-party costs.

8. Successors and Assigns. The benefits and burdens of the easements and rights granted herein shall inure to the benefit of Brunswick and Pulte, and their respective heirs, successors and assigns. The easement granted herein shall be appurtenant to, and are covenants running with, the title to the property described herein. Brunswick may not sever the easement rights granted herein from the fee ownership in the Brunswick Property. The Parties acknowledge that Pulte anticipates transferring the portion of the Pulte Property encumbered by the New Easement to a homeowners association to be formed in connection with the development of the Pulte Property; upon such transfer Pulte shall be released from all obligations and liabilities arising out of or related to this Agreement.

9. Notices. All notices and other communications required or provided to be sent by either Party shall be in writing and shall be sent by: (a) hand delivery, in which case notice shall be deemed given upon receipt or refusal to accept delivery; (b) registered or certified mail, postage prepaid, return receipt requested, in which case notice shall be deemed given three (3) days after a certified letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail; (c) reputable, national overnight delivery service (e.g., Federal Express, DHL, UPS), in which case notice shall be deemed given one (1) business day after the notice is delivered to the overnight delivery service; or (d) electronic transmission (facsimile, electronic mail or other similar device), in which case notice shall be deemed delivered upon transmission of such notice, provided that an original of such notice is also sent contemporaneously with the electronic transmission to the intended addressee by means described in clauses (a), (b) or (c) above. All notices shall be addressed to the Parties at the addresses below:

If to Brunswick: Brunswick County
Attn: County Manager
P.O. Box 249
Bolivia, NC 28422
Telephone: (910) 253-2016
E-mail: administration@brunswickcountync.gov

If to Pulte: Pulte Home Company, LLC – Coastal Carolinas Division
4401 Leeds Avenue, Suite 400
North Charleston, South Carolina 29405
Attention: Charles J.R. Tipton, Division President
Telephone: (843) 740-7270
E-mail: charlie.tipton@pultegroup.com

with a copy to: Pulte Home Company, LLC

1225 Crescent Green Drive, Suite 110
Cary, NC 27518
Attention: Mark McIntyre
Telephone: (919) 816-1174
Email: mark.mcintyre@pultegroup.com

Any address or name specified above may be changed by notice given to the addressee by the other Party in accordance with this Section 9 by giving at least ten (10) days prior written notice thereof. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. Any notice to be given by any party hereto may be given by the counsel for such Party.

10. Miscellaneous.

a. If any provision of this Agreement, or portion thereof, or the application thereto to any person or circumstance shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provisions or portion thereof to any other persons or circumstances, shall not be affected thereby.

b. This Agreement shall be construed in accordance with the laws of the State of North Carolina.

c. Recitals A - E above constitute an integral part of this Agreement, and are adopted and incorporated into this Agreement.

d. Time is of the essence in the completion of the matters set forth in this Agreement. Notwithstanding the foregoing, if any act is to be performed by either party within a limited time and the last day on which said act may be so performed falls on a Saturday, Sunday or North Carolina or Federal holiday, the deadline shall be extended to and include the next following business day.

e. This Agreement embodies the entire agreement of the Parties and may not be altered, amended or terminated except by written agreement signed by the then-owners of the Brunswick Property and Pulte Property.

f. Notwithstanding the presumption of law whereby an ambiguity or conflict in provisions shall be construed against the drafter, the Parties hereby agree that although one Party may have generated the first draft of this Agreement, each Party has been afforded the opportunity to consult with counsel of its own choosing and each has participated in the drafting of this Agreement. Therefore, such presumption shall not be applied if any provision or term of this Agreement requires judicial interpretation.

g. Each Party represents and warrants that (a) it has the corporate and statutory power and authority to enter into this Agreement and to perform the obligations under the Agreement; (b) such execution, performance and consummation has been authorized by all necessary action; and (c) each person who executes this Agreement is

duly authorized and fully empowered to execute and deliver this Agreement on its behalf and as the act of the Party, for which he or she executes this Agreement.

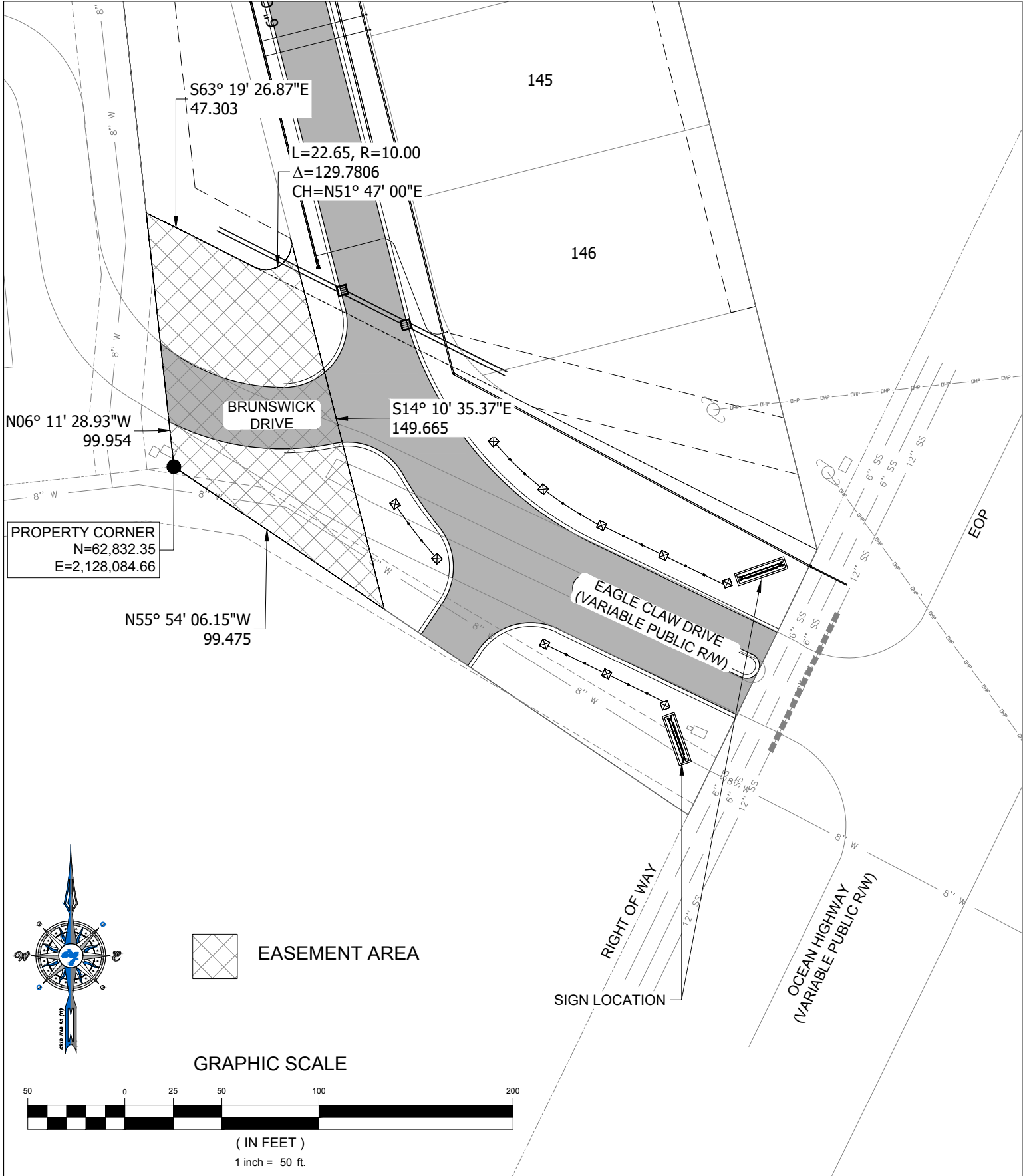
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

[Signature Pages Follow]

EXHIBIT A
TO
EASEMENT AGREEMENT
(Pulte Property Site Plan)

EXHIBIT B
TO
EASEMENT AGREEMENT
(New Easement Area)

EXHIBIT C
TO
EASEMENT AGREEMENT
(Monument Sign Concept Plan)

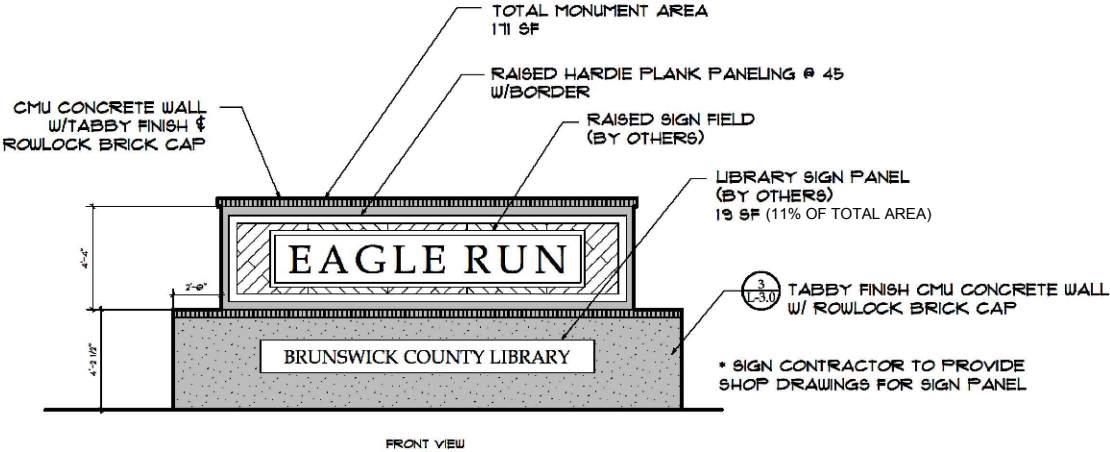


JOB NO:	19.138
SCALE:	1"=50'
DRAWN BY:	JCP
DATE:	1-14-2021
EXHIBIT NUMBER:	1

EASEMENT EXHIBIT
EAGLE RUN



DEVELOPMENT RESOURCE GROUP
OF THE CAROLINAS, LLC
4703 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM



1 Front Elevation - Main Entry Signage
Scale : 1/4"=1'-0"

JOB NO:	19.138
SCALE:	NTS
DRAWN BY:	JCP
DATE:	1-14-2021

EXHIBIT NUMBER:	2
-----------------	---

EASEMENT EXHIBIT
EAGLE RUN



DEVELOPMENT RESOURCE GROUP
OF THE CAROLINAS, LLC
4703 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 1, 2021

Action Item # V. - 6.

From: Emergency Services - LUCAS Chest Compression Device
Edward Conrow

Issue/Action Requested:

Request Board of Commissioners approval to purchase 8 LUCAS Chest Compression Devices using the CARES Act funding received by Emergency Medical Services and authorize the Chairman and the Clerk to the Board to execute the contract. The contract is subject to review and approval by the County Attorney.

Background/Purpose of Request:

Requesting approval due to the cost exceeding the amount that is allowable to be approved without Board of Commissioners' approval. Total amount is \$112,286.48. Quote and CARES funding letter are attached. Our CARES Act Funding is in the amount of \$182,500.00.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the current budget

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Reviewed and approved.

County Manager's Recommendation:

Recommend Board of Commissioners approval to purchase 8 LUCAS Chest Compression Devices using the CARES Act funding received by Emergency Medical Services and authorize the Chairman and the Clerk to the Board to execute the contract. The contract is subject to review and approval by the County Attorney.

ATTACHMENTS:

Description

- ☐ Emergency Services-LUCAS Chest Compression Quote
- ☐ Emergency Services-LUCAS Customer Letter
- ☐ Supplier Agreement with Quote



LUCAS3 Project CARES

Quote Number: 10123771

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: BRUNSWICK COUNTY EMS

Rep: Patrick Vereb

Attn:

Email: pat.vereb@stryker.com

Phone Number:

Mobile: (412) 651-5210

GPO: NASPO - State of NC / 465B NC

Quote Date: 10/30/2020

Delivery Address

Name: BRUNSWICK COUNTY EMS

Account #: 1095894

Address: 3325 OLD OCEAN HWAY JOEY

BOLIVIA

North Carolina 28422

End User - Shipping - Billing

Name: BRUNSWICK COUNTY EMS

Account #: 1095894

Address: 3325 OLD OCEAN HWAY JOEY

BOLIVIA

North Carolina 28422

Bill To Account

Name: BRUNSWICK COUNTY EMS

Account #: 1073550

Address: PO BOX 249

BOLIVIA

North Carolina 28422-0249

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	8	\$13,113.90	\$104,911.20
2.0	11576-000071	LUCAS External Power Supply	8	\$316.71	\$2,533.68
3.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	8	\$605.20	\$4,841.60
Equipment Total:					\$112,286.48

Price Totals:

Grand Total: \$112,286.48

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



LUCAS3 Project CARES

Quote Number: 10123771

Version: 1

Prepared For: BRUNSWICK COUNTY EMS

Attn:

GPO: NASPO - State of NC / 465B NC

Quote Date: 10/30/2020

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Patrick Vereb

Email:

pat.vereb@stryker.com

Phone Number:

Mobile:

(412) 651-5210

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

June 8, 2020

Dear valued customer,

Based on the required regulatory applicability of certain products during the COVID-19 pandemic, please review the following information regarding Stryker's LUCAS® 3, v3.1 chest compression system.

Providing high-quality, Guideline-consistent chest compressions during a sudden cardiac arrest with minimal interruptions, the LUCAS device is designed to improve CPR quality while prioritizing caregiver and patient safety.

Some key features of the LUCAS 3, v3.1 device that can help with caregiver safety during COVID-19 include:

- Ability to maintain distance from suspected and confirmed COVID-19 patients during CPR
- Reduced number of caregivers needed to administer chest compressions during a code compared to a rotation of caregivers providing manual CPR
- Improved caregiver safety when providing CPR during transport

Additional guidance

The American Heart Association¹, U.S. Department of Defense² and Canadian Cardiovascular Society³ propose a role for mechanical CPR in resuscitation during the COVID-19 outbreak.

In order to reduce the risk of SARS-CoV-2 transmission to caregivers, there are additional factors to consider when providing CPR:

- Manual CPR is a possible transmission route for caregivers because the mouth and nose of the personnel come close to mouth and nose of the patient⁴ (that is valid for any other airborne transmission, such as meningitis)
- During manual CPR, the operator is performing an aerobic activity that increases his/her minute volume and makes it more likely to breathe in aerosol from the patient (patient exhalation of breath including airborne virus)
- During CPR, the patient may be ventilated with an airway device that is not a closed system
- The rotation of operators during manual CPR exposes more people to the disease transmission. When managing suspected and confirmed cases of COVID-19, the number of individual staff members involved in the resuscitation should be kept to a minimum with no or minimal exchange of staff for the duration of the case, if possible.⁵

Please visit [strykeremergencycare.com](https://www.strykeremergencycare.com) for more information on the LUCAS chest compression system.

Sincerely,



Chris Walsh
Director of Marketing

Instructions for use: https://www.lucas-cpr.com/resources/#instructions_for_use

1. Edelson, et al. Interim guidance for basic and advanced life support in adults, children, and neonates with suspected or confirmed COVID-19. *Circulation*. 2020. (Online ahead of printing)
2. Matos RI, et al. DoD COVID-19 practice management guide; clinical management of COVID-19. <https://health.mil/Reference-Center/Technical-Documents/2020/04/14/DoD-COVID-19-Practice-Management-Guide-Version-2>
3. Canadian Cardiovascular Society. Guidance from the CCS COVID-19 rapid response team. https://www.ccs.ca/images/Images_2020/NEW_CCS_RRT_Inhospital_infection_reduction_30Mar.pdf
4. Ling L, et al. COVID-19: A critical care perspective informed by lessons learnt from other viral epidemics. *Anaesth Crit Care Pain Med*. 2020 (Online ahead of printing)
5. Peng WHP, et al. Outbreak of a new coronavirus: what anaesthetists should know. *British Journal of Anaesthesia*. 2020;124(5):497-501.

Copyright © 2020 Stryker. 06/2020. GDR 3344105_A

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: LUCAS, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | [stryker.com](https://www.stryker.com)

NORTH CAROLINA

BRUNSWICK COUNTY

**SUPPLIER AGREEMENT
[Federal Funding]**

THIS SUPPLIER AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County”), party of the first part and Stryker Sales Corporation, (hereinafter referred to as “Provider”), party of the second part.

WITNESSETH:

1. GOODS; FEES

The goods to be purchased under this Agreement and the agreed upon fees for same are set forth on the Quote attached hereto as Exhibit “A” and incorporated herein by reference.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on February 1, 2021 (the “Effective Date”) and continues in effect until June 30, 2021, unless sooner terminated as provided herein. County may terminate this Agreement at any time without cause by giving sixty (60) days’ written notice to Provider. 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 costs as specified in Exhibit “A” or as set out above for the goods hereunder. Unless otherwise specified, Provider shall submit invoices to County and include detail of all product delivered 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 work to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in fulfilling its obligations 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 fulfilling its obligations under this Agreement;
- f. Provider will provide all goods in conformity with the specifications and requirements of this Agreement;
- g. The goods 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 fulfilling its obligations hereunder and will ensure that it adheres to the highest generally accepted standards in the industry;
- i. Provider acknowledges that if any specific licenses, certifications or related credentials are required to fulfill its obligations hereunder, 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. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

The parties acknowledge that FEMA financial assistance will be used to fund all or a portion of the Agreement. Provider will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

8. WARRANTIES

Without limiting Provider's obligation to provide warranty or maintenance services, and in addition to any other warranties available, Provider hereby assigns to County all of Provider's warranties covering any third-party goods purchased under this Agreement. Provider will provide copies of all said warranties to County upon delivery of the goods.

9. 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.

10. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or the goods covered under this Agreement, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

11. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the goods covered under this Agreement.

12. 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.

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Providers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

14. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this Agreement, Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - (i) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - (ii) Meeting Agreement performance requirements; or
 - (iii) At a reasonable price.

- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

15. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- (1) Provider agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) Provider agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- (4) In compliance with the Disaster Recovery Act of 2018, County and Provider acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16. DHS SEAL, LOGO, AND FLAGS

Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

17. SUSPENSION AND DEBARMENT

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Provider is required to verify that none of the Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) Provider must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by County. If it is later determined that Provider did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all third party 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 a defect in workmanship or design of goods purchased under of this Agreement. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

19. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Provider's actions pertaining to this Agreement.

20. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Provider, or any other party pertaining to any matter resulting from the Agreement.

21. MINORITY BUSINESS ENTERPRISES

Provider will make "good faith efforts" to utilize Minority Business Enterprises (MBEs), pursuant to 2 C.F.R. § 200.321, for subcontractors in the performance of this Agreement.

22. INSURANCE

COVERAGE - During the term of the Agreement, Provider at its sole cost and expense shall obtain commercial insurance of such type and with such terms and limits as may be

reasonably associated with the Agreement. Provider shall obtain and maintain the following coverage and limits:

Worker's Compensation - Provider shall obtain and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with statutory limits of \$500,000.00, covering all of Provider's employees who are engaged in any work under the Agreement. If any work is sublet, the Provider shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Agreement.

Commercial General Liability - General Liability Coverage on an occurrence basis in the amount of \$2,000,000.00 Combined Single Limit per occurrence and annual aggregate.

Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Agreement. The combined single limit shall be \$250,000.00 bodily injury and property damage per accident. Stryker personnel performing warranty and/or maintenance work pursuant to this Contract shall maintain uninsured/under insured motorists coverage in an amount not less than that required by North Carolina law;

REQUIREMENTS - Obtaining and maintaining adequate insurance coverage is a material obligation of Provider and is of the essence of this Agreement. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. Provider shall at all times comply 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 Agreement. The limits of coverage under each insurance policy maintained by Provider shall not be interpreted as limiting Provider's liability and obligations under the Agreement. Notwithstanding any other insurance requirements hereunder to the contrary, to the extent permitted by applicable law or regulation, Provider shall be permitted to meet the requirements under this Agreement through a program of self-insurance. Upon request by County, Provider shall provide County with a Certificate of Insurance evidencing the aforementioned coverage.

23. REMEDIES

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
 - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the goods from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
 - ii. Deduct any and all expenses incurred by County in obtaining the goods from any money then due or to become due Provider and, should the County's cost of

obtaining the goods 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 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.

24. 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.

25. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with fulfilling its obligations hereunder. 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 fulfilling its obligations hereunder and other persons who may be affected thereby.

26. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Provider agrees as follows:

- (1) Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) Provider will, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provisions shall not apply to instances in which the employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Provider's legal duty to furnish information.
- (4) Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Provider's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Provider may request the United States to enter into such litigation to protect the interests of the United States.

27. COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK” ACT

- (1) Provider. If applicable, Provider shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
- (2) Subcontracts. If applicable, Provider or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

28. COMPLIANCE WITH THE DAVIS-BACON ACT (AS AMENDED)

- (1) If applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5, as may be applicable. Provider shall comply with 40 U.S.C. §§ 3141-3144 and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable.
- (2) Providers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, Providers are required to pay wages not less than once a week.

29. CLEAN AIR ACT

- (1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

30. FEDERAL WATER POLLUTION CONTROL ACT

- (1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

31. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the services which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Provider and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Provider and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess

of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Provider or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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: Stryker Sales Corporation
11811 Willows Road NE
Redmond, WA 98052

With a copy to: USContracts@stryker.com

[SIGNATURES APPEAR ON FOLLOWING PAGE]

44. 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]

STRYKER SALES CORPORATION

DocuSigned by:
 By: Kimberly Plested
 26152A0CC245407...

Printed Name: Kimberly Plested

Title: Contracts Administrator

Date: 1/25/2021

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

DocuSigned by:
Julie A. Miller
 10229971800151B2
 Julie A. Miller, Director of Fiscal Operations
 Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by:
Bryan W. Batton
 0185D13D8EE2473
 Robert V. Shaver, Jr., County Attorney /
 Bryan W. Batton, Assistant County Attorney



EXHIBIT "A"

LUCAS3 Project CARES

Quote Number: 10123771

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: BRUNSWICK COUNTY EMS

Rep: Patrick Vereb

Attn:

Email: pat.vereb@stryker.com

Phone Number:

Mobile: (412) 651-5210

GPO: NASPO - State of NC / 465B NC

Quote Date: 10/30/2020

Delivery Address

Name: BRUNSWICK COUNTY EMS

Account #: 1095894

Address: 3325 OLD OCEAN HWAY JOEY

BOLIVIA

North Carolina 28422

End User - Shipping - Billing

Name: BRUNSWICK COUNTY EMS

Account #: 1095894

Address: 3325 OLD OCEAN HWAY JOEY

BOLIVIA

North Carolina 28422

Bill To Account

Name: BRUNSWICK COUNTY EMS

Account #: 1073550

Address: PO BOX 249

BOLIVIA

North Carolina 28422-0249

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	8	\$13,113.90	\$104,911.20
2.0	11576-000071	LUCAS External Power Supply	8	\$316.71	\$2,533.68
3.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	8	\$605.20	\$4,841.60
Equipment Total:					\$112,286.48

Price Totals:

Grand Total: \$112,286.48

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



LUCAS3 Project CARES

Quote Number: 10123771

Version: 1

Prepared For: BRUNSWICK COUNTY EMS

Attn:

GPO: NASPO - State of NC / 465B NC

Quote Date: 10/30/2020

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Patrick Vereb

Email:

pat.vereb@stryker.com

Phone Number:

Mobile:

(412) 651-5210

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 1, 2021

From:
Edward Conrow

Action Item # V. - 7.

Emergency Services - McGrath Laryngoscope Purchase
Approval

Issue/Action Requested:

Request Board of Commissioners approval to purchase 25 McGrath Laryngoscopes using CARES Act Funding received by Emergency Medical Services and authorize the Chairman and the Clerk to the Board to execute the contract. The contract is subject to review and approval by the County Attorney.

Background/Purpose of Request:

Board of Commissioners approval requested for the purchase of 25 McGrath Laryngoscopes and 50 batteries. This purchase is coming from the CARES Act Funding we received in the amount of \$182,500.00.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the current budget

Approved By County Attorney:

Yes

County Attorney's Recommendation:

agreement approved

County Manager's Recommendation:

Recommend Board of Commissioners approval to purchase 25 McGrath Laryngoscopes using CARES Act Funding received by Emergency Medical Services and authorize the Chairman and the Clerk to the Board to execute the contract. The contract is subject to review and approval by the County Attorney.

ATTACHMENTS:

Description

- ☐ Emergency Services-McGrath Quotation
- ☐ Emergency Services-McGrath CARES Act Customer Letter
- ☐ Supplier Agreement with Quote



McGrath VL Project

Quote Number: 10117322

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: BRUNSWICK COUNTY EMS

Rep: Patrick Vereb

Attn:

Email: pat.vereb@stryker.com

Phone Number:

Mobile: (412) 651-5210

Quote Date: 10/30/2020

Expiration Date: 01/28/2021

Delivery Address

Name: BRUNSWICK COUNTY EMS

Account #: 1095894

Address: 3325 OLD OCEAN HWAY JOEY

BOLIVIA

North Carolina 28422

End User - Shipping - Billing

Name: BRUNSWICK COUNTY EMS

Account #: 1095894

Address: 3325 OLD OCEAN HWAY JOEY

BOLIVIA

North Carolina 28422

Bill To Account

Name: BRUNSWICK COUNTY EMS

Account #: 1073550

Address: PO BOX 249

BOLIVIA

North Carolina 28422-0249

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	11996-000393	McGRATH MAC EMS Video Laryngoscope	25	\$2,246.81	\$56,170.25
2.0	11996-000394	McGRATH MAC EMS Video Laryngoscope 3.6V Battery	50	\$49.66	\$2,483.00
Equipment Total:					\$58,653.25

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
---------	-------------	-----	------------	--------------

Price Totals:

Grand Total: \$58,653.25

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



McGrath VL Project

Quote Number: 10117322

Version: 1

Prepared For: BRUNSWICK COUNTY EMS

Attn:

Quote Date: 10/30/2020

Expiration Date: 01/28/2021

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Patrick Vereb

Email:

pat.vereb@stryker.com

Phone Number:

Mobile:

(412) 651-5210

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



June 8, 2020

Dear valued customer,

Based on the required regulatory applicability of certain products during the COVID-19 pandemic, please review the following information regarding the McGRATH™ MAC EMS video laryngoscope.

Combining direct and indirect video laryngoscopy into a single device designed to handle the unique challenges of airway management, this versatile intubation tool delivers exceptional first-attempt success.¹ According to the American Heart Association, video laryngoscopes are now considered a best practice for COVID-19 guidance.

The McGRATH EMS device can help with patient safety during the COVID-19 pandemic by:

- Helping reduce intubator exposure to aerosolized particles²
- Providing superior video guidance for challenging placement situations
- Increased durability through the most rugged work environments

The familiar Macintosh-like curvature of the McGRATH MAC disposable laryngoscope blade requires no additional training and employs traditional Macintosh laryngoscopy skills to facilitate the quickest and least complicated tube placement.

Please visit strykeremergencycare.com for more information.

Sincerely,

Chris Walsh
Director of Marketing

1. Kleine-Brueggeney M, Greif R, Schoettker P, Savoldelli GL, Nabecker S, Theiler LG. Evaluation of six video laryngoscopes in 720 patients with a simulated difficult airway: a multicentre randomized controlled trial. *Br J Anaesth*.2016;116(5):670-9.

2. Edelson DP, Sasson C, Chan P, et al. Interim Guidance for Basic and Advanced Life Support for COVID 19: From the Emergency Cardiovascular Care Committee and Get With Guidelines®-Resuscitation Adult and Pediatric Task Forces of the American Heart Association for Respiratory Care, American College of Emergency Physicians, The Society of Critical Care Anesthesiologists, and American Society of Anesthesiologists: Supporting Organizations: American Association of Critical Care Nurses and National EMS Physicians. Originally published 9 Apr 2020. Retrieved from <https://www.ahajournals.org/doi/abs/10.1161/CIRCULATIONAHA.120.047463>.

Copyright © 2020 Stryker. 06/2020. GDR 3344106_A

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks; Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

NORTH CAROLINA

BRUNSWICK COUNTY

**SUPPLIER AGREEMENT
[Federal Funding]**

THIS SUPPLIER AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County”), party of the first part and Stryker Sales Corporation, (hereinafter referred to as “Provider”), party of the second part.

WITNESSETH:

1. GOODS; FEES

The goods to be purchased under this Agreement and the agreed upon fees for same are set forth on the Quote attached hereto as Exhibit “A” and incorporated herein by reference.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on February 1, 2021 (the “Effective Date”) and continues in effect until June 30, 2021, unless sooner terminated as provided herein. County may terminate this Agreement at any time without cause by giving sixty (60) days’ written notice to Provider. 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 costs as specified in Exhibit "A" or as set out above for the goods hereunder. Unless otherwise specified, Provider shall submit invoices to County and include detail of all product delivered 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 work to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in fulfilling its obligations 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 fulfilling its obligations under this Agreement;
- f. Provider will provide all goods in conformity with the specifications and requirements of this Agreement;
- g. The goods 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 fulfilling its obligations hereunder and will ensure that it adheres to the highest generally accepted standards in the industry;
- i. Provider acknowledges that if any specific licenses, certifications or related credentials are required to fulfill its obligations hereunder, 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. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

The parties acknowledge that FEMA financial assistance will be used to fund all or a portion of the Agreement. Provider will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

8. WARRANTIES

Without limiting Provider's obligation to provide warranty or maintenance services, and in addition to any other warranties available, Provider hereby assigns to County all of Provider's warranties covering any third-party goods purchased under this Agreement. Provider will provide copies of all said warranties to County upon delivery of the goods.

9. 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.

10. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or the goods covered under this Agreement, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

11. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the goods covered under this Agreement.

12. 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.

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Providers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

14. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this Agreement, Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - (i) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - (ii) Meeting Agreement performance requirements; or
 - (iii) At a reasonable price.

- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

15. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- (1) Provider agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) Provider agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- (4) In compliance with the Disaster Recovery Act of 2018, County and Provider acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16. DHS SEAL, LOGO, AND FLAGS

Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

17. SUSPENSION AND DEBARMENT

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Provider is required to verify that none of the Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) Provider must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by County. If it is later determined that Provider did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all third party 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 a defect in workmanship or design of goods purchased under of this Agreement. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

19. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Provider's actions pertaining to this Agreement.

20. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Provider, or any other party pertaining to any matter resulting from the Agreement.

21. MINORITY BUSINESS ENTERPRISES

Provider will make "good faith efforts" to utilize Minority Business Enterprises (MBEs), pursuant to 2 C.F.R. § 200.321, for subcontractors in the performance of this Agreement.

22. INSURANCE

COVERAGE - During the term of the Agreement, Provider at its sole cost and expense shall obtain commercial insurance of such type and with such terms and limits as may be

reasonably associated with the Agreement. Provider shall obtain and maintain the following coverage and limits:

Worker's Compensation - Provider shall obtain and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with statutory limits of \$500,000.00, covering all of Provider's employees who are engaged in any work under the Agreement. If any work is sublet, the Provider shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Agreement.

Commercial General Liability - General Liability Coverage on an occurrence basis in the amount of \$2,000,000.00 Combined Single Limit per occurrence and annual aggregate.

Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Agreement. The combined single limit shall be \$250,000.00 bodily injury and property damage per accident. Stryker personnel performing warranty and/or maintenance work pursuant to this Contract shall maintain uninsured/under insured motorists coverage in an amount not less than that required by North Carolina law;

REQUIREMENTS - Obtaining and maintaining adequate insurance coverage is a material obligation of Provider and is of the essence of this Agreement. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. Provider shall at all times comply 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 Agreement. The limits of coverage under each insurance policy maintained by Provider shall not be interpreted as limiting Provider's liability and obligations under the Agreement. Notwithstanding any other insurance requirements hereunder to the contrary, to the extent permitted by applicable law or regulation, Provider shall be permitted to meet the requirements under this Agreement through a program of self-insurance. Upon request by County, Provider shall provide County with a Certificate of Insurance evidencing the aforementioned coverage.

23. REMEDIES

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
 - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the goods from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
 - ii. Deduct any and all expenses incurred by County in obtaining the goods from any money then due or to become due Provider and, should the County's cost of

obtaining the goods 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 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.

24. 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.

25. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with fulfilling its obligations hereunder. 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 fulfilling its obligations hereunder and other persons who may be affected thereby.

26. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Provider agrees as follows:

- (1) Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) Provider will, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provisions shall not apply to instances in which the employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Provider's legal duty to furnish information.
- (4) Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Provider's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Provider may request the United States to enter into such litigation to protect the interests of the United States.

27. COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK” ACT

- (1) Provider. If applicable, Provider shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
- (2) Subcontracts. If applicable, Provider or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

28. COMPLIANCE WITH THE DAVIS-BACON ACT (AS AMENDED)

- (1) If applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5, as may be applicable. Provider shall comply with 40 U.S.C. §§ 3141-3144 and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable.
- (2) Providers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, Providers are required to pay wages not less than once a week.

29. CLEAN AIR ACT

- (1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

30. FEDERAL WATER POLLUTION CONTROL ACT

- (1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

31. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the services which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Provider and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Provider and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess

of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Provider or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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: Stryker Sales Corporation
11811 Willows Road NE
Redmond, WA 98052

With a copy to: USContracts@stryker.com

[SIGNATURES APPEAR ON FOLLOWING PAGE]

44. 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]

STRYKER SALES CORPORATION

DocuSigned by:
 By: Kimberly Plested
 26152A0CC245407...

Printed Name: Kimberly Plested

Title: Contracts Administrator

Date: 1/25/2021

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

DocuSigned by:
Julie A. Miller
 022997186D1D1B2
 Julie A. Miller, Director of Fiscal Operations
 Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by:
Bryan W. Batton
 0185D13D8EE2473
 Robert V. Shaver, Jr., County Attorney /
 Bryan W. Batton, Assistant County Attorney

**EXHIBIT "A"****McGrath VL Project**

Quote Number: 10117322

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: BRUNSWICK COUNTY EMS

Rep:

Patrick Vereb

Attn:

Email:

pat.vereb@stryker.com

Phone Number:

Mobile:

(412) 651-5210

Quote Date: 10/30/2020

Delivery Address

Name: BRUNSWICK COUNTY EMS

Account #: 1095894

Address: 3325 OLD OCEAN HWAY JOEY

BOLIVIA

North Carolina 28422

End User - Shipping - Billing

Name: BRUNSWICK COUNTY EMS

Account #: 1095894

Address: 3325 OLD OCEAN HWAY JOEY

BOLIVIA

North Carolina 28422

Bill To Account

Name: BRUNSWICK COUNTY EMS

Account #: 1073550

Address: PO BOX 249

BOLIVIA

North Carolina 28422-0249

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	11996-000393	McGRATH MAC EMS Video Laryngoscope	25	\$2,246.81	\$56,170.25
2.0	11996-000394	McGRATH MAC EMS Video Laryngoscope 3.6V Battery	50	\$49.66	\$2,483.00
Equipment Total:					\$58,653.25

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
---------	-------------	-----	------------	--------------

Price Totals:

Grand Total: \$58,653.25

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



McGrath VL Project

Quote Number: 10117322

Version: 1

Prepared For: BRUNSWICK COUNTY EMS

Attn:

Quote Date: 10/30/2020

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Patrick Vereb

Email:

pat.vereb@stryker.com

Phone Number:

Mobile:

(412) 651-5210

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 1, 2021

Action Item # V. - 8.

Finance - Fiscal Items

From:

Julie A. Miller

Issue/Action Requested:

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

-Sheriff's Office Concealed Handgun Permit Budget Amendment

Appropriate \$80,000 of concealed weapons permits revenue estimated through June 30, 2021 for payment of the NC Bureau of Investigation Concealed Handgun Permit Fees.

-Child Health Special Projects Budget Amendment

Health Services received \$1,000 of funds donated as part of Early College High School Key Club student project to purchase car seats for parents that are unable to afford this necessary item. The Health Services car seat coordinator plans to purchase as many car seats and related supplies as possible before 2020-2021 FY end and distribute on a first come, first serve basis once client needs have been verified.

-Health Services Additional State Revenues Budget Amendment

Appropriate \$3,726 of additional State funding for the Breast Feeding Peer Counselor FY20-21 agreement addendum. Appropriate \$500 of additional State funding for Patient Navigation Services to assist breast and cervical cancer program patients with cancer diagnosis less than 90 days old in applying for medicaid.

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 Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature on the consent agenda.

ATTACHMENTS:

Description

- ☐ 20210201 Budget Amendment Concealed Weapons
- ☐ 20210201 Budget Amendment Child Health Special Projects
- ☐ 20210201 Budget Amendment Health Services Additional State Revenues

Request Info	
Type	Budget Amendment
Description	Concealed Weapons
Justification	Board Meeting 02/01/2021-Appropriate \$80,000 of concealed weapons permits revenue estimated through June 30, 2021 for payment of the NC Bureau of Investigation Concealed Handgun Permit Fees.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	334810	Sheriff's Office	Concealed Weapons Permit	80000	Increase	Credit
104310	466500	Sheriff's Office	NC Concealed Weapons	80000	Increase	Debit

Total	
Grand Total:	160000

Request Info	
Type	Budget Amendment
Description	Child Health Special Projects
Justification	Board Meeting 02/01/2021-Appropriate \$1,000 for health services donated funds as part of Early College High School Key Club student project to purchase car seats for parents that are unable to afford this necessary item. The Health Services car seat coordinator plans to purchase as many car seats and related supplies as possible before 2020-2021 FY end and distribute on a first come, first serve basis once client needs have been verified.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135162	383900	Child Health	Miscellaneous Revenues	1000	Increase	Credit
135162	423104	Child Health	Special Projects	1000	Increase	Debit

Total	
Grand Total:	2000

Request Info	
Type	Budget Amendment
Description	Additional State Revenues
Justification	Board Meeting 2/1/2021-Appropriate \$3,726 of additional State funding for the Breast Feeding Peer Counselor FY20-21 agreement addendum. Appropriate \$500 of additional State funding for Patient Navigation Services to assist breast and cervical cancer program patients with cancer diagnosis less than 90 days old in applying for medicaid.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135171	332000	Breast Feeding Peer Counselor	State Revenues - Restricted	3726	Increase	Credit
135171	439900	Breast Feeding Peer Counselor	Contract Services	3726	Increase	Debit
135157	332000	Breast	State Revenues - Restricted	500	Increase	Credit
135157	423900	Breast	Medical Supplies	500	Increase	Debit

Total	
Grand Total:	8452



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 1, 2021

Action Item # V. - 9.

From:
Melanie Turrise, Human Resources
Director

Human Resources - Temporary Pay Authorization for Nursing
Staff

Issue/Action Requested:

Request that the Board of Commissioners temporarily authorize straight time pay for every hour worked in a workweek for exempt nursing staff that are involved in the COVID-19 vaccination distribution. This temporary authorization will be evaluated on a monthly basis but shall not extend beyond May 2, 2021 without Board approval.

Background/Purpose of Request:

Due to extenuating circumstances surrounding the increasing demands to administer COVID-19 vaccines, it is requested to temporarily authorize straight time pay for every hour worked in a workweek for exempt nursing staff that are involved in the COVID-19 vaccination distribution. Due to the qualifications needed to effectively administer the vaccines and the resources available, there are no other non-exempt staff within health services that can perform this critical function.

Fiscal Impact:

Reviewed By Director of Fiscal Operations
Funds available in the current budget for vaccine administration

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners temporarily authorize straight time pay for every hour worked in a workweek for exempt nursing staff that are involved in the COVID-19 vaccination distribution. This temporary authorization will be evaluated on a monthly basis but shall not extend beyond May 2, 2021 without Board approval.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 1, 2021

Action Item # V. - 10.

From: Register of Deeds - Preservation of Record Books
Brenda M. Clemmons, Register of Deeds

Issue/Action Requested:

Request that the Board of Commissioners concur and authorize removal of records from the Register of Deed's office to the Kofile Technologies facility for a period of no more than 90 days from the approval of said Board.

Background/Purpose of Request:

In accordance with the provisions of G.S. 132-7, record books should be copied or repaired, renovated or rebound if worn, mutilated, damaged, or difficult to read; further when such has been determined by the agency of government that by law retains them, that such are in need of repairs and such repairs require the record be removed from the building or office in which such records are ordinarily kept for the length of time required to repair, restore, or rebind them. The Board of Commissioners in this case may authorize the Register of Deeds to allow the removal of said records for the time needed to make repairs.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners concur and authorize removal of records from the Register of Deed's office to the Kofile Technologies facility for a period of no more than 90 days from the approval of said Board.

ATTACHMENTS:

Description

- ▣ Kofile Technologies Quote 2021



January 15, 2021

Brunswick County
Brenda M. Clemmons, Register of Deeds
75 Courthouse Drive
Bolivia, NC 28422

Dear Ms. Clemmons,

Please find enclosed the results of my recent survey of your records with reference to conservation treatment of your historical records.

Our recommendations for the conservation of your records include deacidification, adhesive removal and reinforcement of paper as necessary (with repair or replacement of index tabs where indicated) resewing, rebinding or archival grade polyester encapsulation, as appropriate. The deacidification process, which halts the inevitable self-destruction of acidic paper, should be considered whenever conservation or even long term storage of unique records is evaluated.

Kofile Preservation has specialized in the deacidification (chemical treatment) and repair of public records since 1974. During this time we have performed conservation services for over 3000 municipal and county records management facilities.

Deacidification will be performed after careful testing of paper and inks. Aqueous or non-aqueous deacidification methods will be determined by the conservation lab professionals. All pressure sensitive adhesive materials are removed. Mending is done using Japanese tissue and reversible adhesives. Books are resewn with linen thread and bound in leather or other cover material of choice using acid-free materials and easily reversible adhesives. Where appropriate, archival grade polyester envelope encapsulation with placement of materials into custom post binders replaces rebinding.

Please contact us at 804-564-1231 with any questions or comments or to arrange transportation of your documents.

Sincerely;

A handwritten signature in black ink that reads "Greg Brooks". The signature is written in a cursive, flowing style.

Greg Brooks



Conservation Proposal
January 15, 2021

Brunswick	MARRIAGES- 1915-1916	\$3,108.00
Brunswick	MARRIAGES- 1917	\$1,824.00
Brunswick	MARRIAGES- 1918-1919	\$3,048.00
Brunswick	MARRIAGES- 1920-1922	\$3,528.00
Brunswick	MARRIAGES- 1923-1925	\$3,012.00
Brunswick	MARRIAGES- 1926-1928	\$2,880.00
Brunswick	MARRIAGES- 1929-1932	\$2,628.00
Brunswick	MARRIAGES- 1933-1935	\$2,688.00
Brunswick	MARRIAGES- 1936-1939	\$2,928.00
Brunswick	MARRIAGES- 1940-1948	\$2,952.00
Brunswick	MARRIAGES- 1949-1955	\$2,772.00
Brunswick	MARRIAGES- 1956-1958	\$1,944.00
Brunswick	MARRIAGES- 1959-1961	\$1,572.00
Total		\$34,884.00

Condition: Marriages are in extremely poor condition and are housed in non-inert vinyl sleeves. Paper is acidic. Water stains, grime and possible mold are present. Paper is very weak with chipping, tears and voids. Many items are double folded within the enclosures. All will require extensive stabilization, mending and or flattening. Repairs with pressure sensitive tape noted..

Treatment: Documents to be cataloged and assessed for condition upon receipt. Pressure sensitive tape and previous mends to be removed to the extent possible without causing damage to paper and inks. Paper deacidified. All major chips and tears to be mended with Japanese tissue. Certificates to be flattened and then placed into envelopes of 2 mil archival grade polyester with infrared welded seams, (three sided seal). Envelopes to be placed into new recorder binders.





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 1, 2021

Action Item # V. - 11.

From:

John Nichols, P.E.

Utilities - Direct Drive Conversion West Brunswick WWTP

Issue/Action Requested:

Request that the Board of Commissioners approve a contract amendment and associated budget amendment in the amount of \$13,640.14 for purchase of additional parts and materials associated with the installation of the Veolia-Kruger direct drive aeration system for Oxidation Ditches #3 & #4 at the West Brunswick Regional Wastewater Treatment Plant (WWTP). This adjusts the total contract amount from \$807,714.36 to \$821,354.50.

Background/Purpose of Request:

Veolia-Kruger is currently installing the previously approved direct drive aeration system and additional parts and materials were deemed necessary after inspection of the existing equipment to complete the installation.

Staff recommends approval of the amended contract with Veolia-Kruger for the installation of the direct drive replacement of the existing aeration system (Oxidation Ditch #3 & #4) in the amount of \$821,354.50.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the current budget

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Approved.

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners approve a contract amendment and associated budget amendment in the amount of \$13,640.14 for purchase of additional parts and materials associated with the installation of the Veolia-Kruger direct drive aeration system for Oxidation Ditches #3 & #4 at the West Brunswick Regional Wastewater Treatment Plant (WWTP). This adjusts the total contract amount from \$807,714.36 to \$821,354.50.

ATTACHMENTS:

Description

- ▣ Utilities - Veolia Quote for Additional Parts and Materials



QUOTE

QUOTE NO. 012621

DATE: 01.26.21

Veolia Water Technologies, Inc. (dba Kruger)
1500 Garner Road, Suite C
Raleigh, North Carolina 27610 USA
PHONE 888-578-4378 FAX 919-661-4568
EMAIL: usmunicipalsupport@veolia.com

EXPIRATION DATE: 02.26.21
This quote is valid for 30 days

TO Donald Dixon
Deputy Director-Wastewater Operations Brunswick County
Public Utilities
235 Gray Water Road Supply NC, 28462
(910) 253-2485
donald.dixon@brunswickcountync.gov

FROM: Tony Cook
Customer Solutions Manager - Southeast USA
Mobile: 919.931.9044
Email: tony.cook@veolia.com

SALESPERSON	JOB	PAYMENT TERMS	DELIVERY TERMS	DELIVERY SCHEDULE
AAC	West Brunswick Ditch Upgrade	Net 30 Days	F.O.B. Jobsite	
Veolia Water Technologies, Inc (dba Kruger) is pleased to accept Credit Card payments using MasterCard, VISA or American Express upon verification by the card issuer of the card's sufficiency for the order. To use a credit card for order payment, please fill out the attached Credit Card Payment Authorization form (Appendix A). Credit card payments will be processed at the time of order acknowledgement and sales tax will be added if applicable.				

QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	LINE TOTAL
	WEST BRUNSWICK WRF DITCH UPGRADE		
1	OIL : QTY 1 DRUM MOBIL SHC GEAR 220 (PRICE INCLUDES SHIPPING)	\$4,511.90	\$4,511.90
12	SPLIT "J" SEAL	\$22.99	\$275.88
12	HOSE CLAMP	\$9.68	\$116.16
2	FILLER PLATE	\$302.50	\$605.00
12	COVER PLATE GASKET	\$18.15	\$217.80
2	COVER PLATE	\$266.20	\$532.40
6	STAINLESS STEEL END PLATE	\$1,083.50	\$6,501.00
1	TAIL BEARING SOLE PLATE	\$880.00	\$880.00
Confidential, Do not share with third parties			

SUBTOTAL \$13,640.14

ESTIMATED FREIGHT Included

SALES TAX If applicable

TOTAL \$13,640.14

ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.

PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE,

CUSTOMS DUTIES & FEES, START UP SERVICES, APPLICABLE TAXES.

MINIMUM ORDER \$50.00.

Quotation prepared by: Tony Cook

To accept, sign here and return*: **See attached Terms and Conditions for signatures**

Purchase Order Number to reference (Optional):

PLEASE NOTE:

A signed Quotation is required to process order. If you submit a PO, please reference Veolia Water Technologies, Inc. (dba Kruger) Quotation number to process order.



Veolia Water Technologies, Inc (dba Kruger) - The Quote is for Parts Only. The pricing is expressly contingent upon the items in this quotation & are subject the attached Veolia Water Technologies, Inc. (dba Kruger) Terms of Sale for Parts Orders as detailed herein.

VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER) - TERMS OF SALE - PARTS ONLY ORDERS

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents other than as set forth herein.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date. All orders are subject to credit approval.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Jobsite.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Notwithstanding the foregoing, if Buyer is required to disclose any materials 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, Buyer will promptly notify Seller and Seller shall have the opportunity to defend against production of such records at Seller's sole expense.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Seller warrants to Buyer that the Equipment shall materially conform to the description and specifications herein and shall be free from defects in material and workmanship. In the event any Equipment is covered by a third-party warranty, Seller hereby assigns to Buyer all of Seller's warranties covering any third-party product delivered under this Agreement. Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within ninety days (90) on electrical supplies or one (1) year on mechanical supplies from the date of delivery, (the "Warranty Period"). Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. **THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**
7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES. SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Non-Appropriation. If the Board of County Commissioners of Buyer does not appropriate the funding needed by Buyer to make payments under this Agreement for a given fiscal year, Buyer will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, Buyer will promptly notify Seller 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 Buyer which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement. Notwithstanding the foregoing, this paragraph shall not relieve Buyer of its responsibility to pay Seller for goods shipped or services completed under this Agreement.
12. Divestment from Companies that Boycott Israel. Seller hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

13. Debarment. Seller 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. Seller must notify Buyer within thirty (30) days if debarred by any governmental entity during this Agreement.
14. Non-Discrimination in Employment. Seller 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. Seller shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Seller 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 Buyer, and Seller may be declared ineligible for further agreements with Buyer.
15. Compliance with E-Verify Program. Pursuant to N.C.G.S. § 143-133.3, Seller understands that it is a requirement of this Agreement that Seller and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Seller 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 Seller shall require its subcontractors to do the same. Upon request, Seller agrees to provide Buyer with an affidavit of compliance or exemption.
16. 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.
17. Governmental Immunity. Buyer, 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.
18. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.
19. 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: _____
Chairman, Board of Commissioners

[SEAL]

VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER)

By: _____

Printed Name: Brittany Tuck

Title: _____

Date: _____

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

APPROVED AS TO FORM

Julie A. Miller, Director of Fiscal Operations
Brunswick County, NC

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



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 1, 2021

Action Item # V. - 12.

From:

Donald Dixon

Utilities - Sewer Cleaning - Sweeping Corp.

Issue/Action Requested:

Request that the Board of Commissioners approve the proposal submitted by Sweeping Corporation of America, Inc., for the sewer, cleaning and camera inspection, and manhole inspection of the County's gravity sewer system and authorize 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.

Background/Purpose of Request:

The contract will be for a 3-year term. Payment will be made based only the actual quantities of work performed. The proposal includes a cost of \$1.50 per linear foot for cleaning and camera inspection of sewer lines under 12" and a cost of \$1.62 per linear foot for 12" lines. Manholes are to be inspected at a rate of \$70 per manhole. An estimated 80,234 linear feet and 325 manholes are to be cleaned and inspected as part of this year's contract. The quantity of lines and manholes to be inspected each year may change based on the size of the system at the time of the notice to proceed for each individual contract year. Only lines sized 12" and below are to be cleaned as part of this contract.

Funds were included in the FY2021 Public Utilities Budget for cleaning and inspection of approximately 10% of Brunswick County's gravity sewer system. The NCDEQ Division of Water Quality requires Brunswick County Public Utilities to clean 10% of its gravity system each year as a condition of its Sanitary Sewer System-Wide permit. Cleaning and inspection help to identify inflow and infiltration problems that put undue burden on the sanitary sewer system. Ultimately, this helps to minimize the potential for sanitary sewer overflows. Proposals were received from 15 firms that perform sewer cleaning and inspection services. A selection committee determined that Sweeping Corporation of America, Inc., would best serve the interests of the County when price, equipment, deliverables, and experience were considered. Sweeping Corporation of America, Inc. provided the lowest cost for the estimated amount of cleaning and inspections services for the upcoming year. There are no escalators in the agreement.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the current budget

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Approved

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners approve the proposal submitted by Sweeping Corporation of America, Inc., for the sewer, cleaning and camera inspection, and manhole inspection of the County's gravity sewer system and authorize 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.

ATTACHMENTS:

Description

- ▣ Utilities - Sweeping Corporation Proposal - Attach 1
- ▣ Utilities - Bid Tabulation - Attach 2
- ▣ Services Agreement

**EXHIBIT B****FORM OF PROPOSAL** (Revised)

Description	Estimated Qty.	Unit Price (\$/Each)	Total Amount Bid (Quantity x Unit Price)
Manhole Inspection and Reporting	325 (Ea)	\$ 70.00	\$ 22,750.00
Lines Less than 12" -Sewer Cleaning and Reporting	80,234 LF	\$ 1.00	\$ 80,234.00
Lines Less than 12"- TV Inspection and Reporting	80,234 LF	\$ 0.50	\$ 40,117.00
12" Line Sewer Cleaning and Reporting	1,000 LF	\$ 1.00	\$ 1,000.00
12" Line TV Inspection and Reporting	1,000 LF	\$ 0.62	\$ 620.00

THE ESTIMATED QUANTITY SHOWN IS FOR PROPOSAL PURPOSES ONLY. PAYMENT WILL BE MADE BASED ON THE QUANTITY OF WORK PERFORMED.

CONTRACTOR CERTIFIES THAT THE PRICING CONTAINED HEREIN WILL BE GUARANTEED FOR THE DURATION OF THE CONTRACT TERM.

Name of Company Sweeping Corporation of America, Inc.

Mailing Address 4090 North Glenn Avenue, Winston Salem, NC 27105

Phone No. 216-777-2750

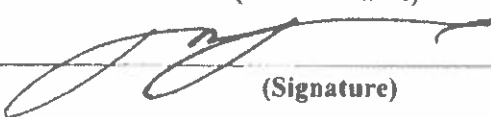
E-Mail Address bids@sweepingcorp.com

Provide a description of your company. Include company history, company experience with work of this type, experience of key employees to be involved in this particular project and a list of equipment to be used and procedures to be followed to ensure proper cleaning and inspection will be met.

Proposal Submitted By:

John Landefeld

(Printed Name)


(Signature)

Title: Chief Financial Officer

Date: 12/21/2020

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Addendum Acknowledgement Form

To: **BRUNSWICK COUNTY**

From: Bidder Sweeping Corporation of America, Inc.

Address 4090 North Glenn Avenue, Winston Salem, NC 27105

Tele./Fax 216-777-2750

Date of Bid 12/22/2020

The undersigned, as bidder, hereby acknowledges receipt of Addenda numbered:

1 through 1

Respectfully submitted this day of 12/21/2020

Sweeping Corporation of America, Inc.

(Name of Firm or Corporation Making Bid)

WITNESS:

Corporation

(Proprietorship, Partnership, or LLC) Print or Type

By: 

Signature:

Name: John Landefeld

Title: Chief Financial Officer

(Owner/Co-Partner/President/Vice President/Manager)

Address: _____

ATTEST:

By: 

Title: Office Manager

(Corp. Sec. or Asst. Sec. only)

Sweeping Corporation of America

America's Largest Street Sweeping Company



Sweeping Corp of America

Sweeping Corporation of America (SCA) was founded in 1988 with the vision of partnering with various Departments of Transportations to sweep their interstate systems, as well as to provide these same services for municipalities on their city streets.

In 1995 SCA added sewer and storm water cleaning and inspection services so that we could provide these companion services on a scheduled basis.

Being the industry leader, we offer 34 strategic locations and growing, covering 18 states, (AL, DE, FL, GA, IN, KY, LA, MD, MS, NC, NJ, OH, PA, SC, TN, TX, VA, WV), with more than 850 professional employees, and a 900-unit truck fleet. SCA is committed to providing Departments of Transportation (DOTs), municipalities, businesses, communities, and more with environmental solutions designed to reduce stormwater and air pollution, among other things. Our expansive service footprint, flexibility and experience, as well as our focus on safety and technology, positions SCA to be the premier choice for all your Power Sweeping and JetVac requirements. Our customer list includes a multitude of Department of Transportations, cities, counties, airports, various industries, port authorities, paving contractors, and special event venues.

In 2018 SCA was awarded the statewide sweeping and stormwater drain cleaning contracts with GDOT Districts 2-7, and we stand ready to execute your project as directed regardless of its size or complexity.

Following is a list of SCA's current commitment to the Georgia, Tennessee, and Louisiana Departments of Transportation along with various municipalities:

Georgia Department of Transportation District 2

337	Drains	per cycle	(grind and re-weld grates)
200	Extra Drains	as needed	
5000	Feet of Pipe	per cycle	

4090 North Glenn Avenue
Winston Salem, NC 27105
T (316) 777-2750 U WWW.SWEEPINGCORP.COM

Georgia Department of Transportation District 3

1008	Drains	per cycle
300	Extra Drains	as needed
5000	Feet of Pipe	per cycle

Georgia Department of Transportation District 4

2340	Drains	per cycle	(unbolt grates in median)
500	Extra Drains	as needed	
5000	Feet of Pipe	per cycle	

Georgia Department of Transportation District 5

3969	Drains	per cycle
500	Extra Drains	as needed
5000	Feet of Pipe	per cycle

Georgia Department of Transportation District 6

84	Drains	per cycle
50	Extra Drains	as needed
5000	Feet of Pipe	per cycle

Georgia Department of Transportation District 7

4800	Drains	per cycle
1000	Extra Drains	as needed
10000	Feet of Pipe	per cycle

Tennessee Department of Transportation Region 4

2500	Drains	per cycle
5000	Feet of Pipe	per cycle

Louisiana Department of Transportation and Development District 2

3000	Drains	per cycle
5000	Feet of Pipe	per cycle

City of Chattanooga

High Volume Cleaning Project: 6" or Greater Cleaning Projects: We estimate we cleaned over **950,000** linear feet of pipe last contract year. SCA is in the first renewal year of a one-year contract with an option for four, additional years.

City of Memphis, TN

Cleaning approximately 3.5 million feet per year, running seven full-time crews. Pipe sizes ranging from 6" to 46". Currently servicing this project, two years running.

List of available manpower and equipment:

<u>Employee</u>	<u>Hire Date</u>	<u>Certifications</u>
Conor Welsh	2-15	Operations Manager, PACP license, Contech Certified Maintenance, Confines Space Entry Certified
Colin Meyer	2-12	JetVac foreman, Confined Space Certified, Flagger/Traffic safety Certified, Osha 10 certified, Operation and Maintenance (jetvac), Advanced pipe cleaning, Contech Certified Maintenance, Commercial License
Les Anderson	9-07	PACP license, Confined Space Certified
Aaron Seymour	10-12	PACP license, Confined Space Certified, Advanced pipe Cleaning, Operations and maintenance (jetvac)
Isaac Greer	11-14	Commercial License, Confined space Certified, Advanced Pipe Cleaning, Operations and Maintenance (jetvac)
Seth Cook	8-16	PACP license, Confined Space Certified
Jacob Cozart	1-17	PACP license, Confined Space Certified

Taylor Roberson	2018	Confined Space Certified
Brandon Stanton	2020	Commercial License
Brett Rossboro	2020	Commercial License
Jacob Greer	2019	PACP license Confined Space Certified
Andrew Puckett	2020	PACP license Confined Space Certified
Reggie Caslin Certified	10-14	Commercial License, Confined Space
Doug Parish	2016	Confined Space Certified
Carlos Shackelfield Certified	2019	Commercial License, Confined Space
Darian Smith	2020	Commercial License
Danny Parks User #U-0320-70308354	2017	Certified PACP/LACP & MACP

SCA Team Members below have listed credentials although no certificates available at time of bid:

Marcus Albert – Months worked = 1

George Campbell – Months worked = 22

Marlon Carr Sr – Months worked = 24, CPR, OSHA 10, Abatement, Hydro. Specialist

Marlon Carr Jr – Months worked = 1

Ryan Davis – Months worked = 4

Joe Everson – Months worked = 24, CPR, OSHA 10

DeAngelo Fairley – Months worked = 22

Michael Forbess – Months worked = 24, CPR, OSHA 10, Hydro. Specialist

Mark Funzie – Months worked = 12

Michael Garrett – Months worked = 4, CPR, OSHA 10, NASSCO, MACP, LACP, PACP, Confined Space

Jeremy Hackler – Months worked = 2

Tyrone Jones – Months worked = 24, CPR, OSHA 10, 10k, 20k, Hydro Specialist

Riccardo Lofton – Months worked = 18

Lynn Nickson – Months worked = 13

Bennett Ray – Months worked = 11, CPR, OSHA 10, NASSCO, MACP, LACP, PACP, Confined Space, TWIC

Lindsey Williams – Months worked = 1

Vonshunn Williams – Months worked = 24

Charles Woodard – Months worked = 27

Deronte Cook – Months worked = 4

Robert Champ – Months worked = 6

Deion Hawk – Months worked = 1

Equipment

18 Jet Vac Trucks, 80GPM/2500PSI 10-12 Yd Debris Tanks

3 Easement machines with trailers

3 CCTV Trucks

6 Truck Mounted Attenuators (TMA's)

4 Pick Up Trucks

Company	12" & under Clean	12" & under Video	12" Clean	12" Video	MH	addendum
Cajenn Construction & Rehabilitation Services, Inc	\$ 0.75	\$ 1.50	\$ 1.00	\$ 1.75	\$ 200.00	x
Transstate LLC	\$ 1.20	\$ 0.75	\$ 1.50	\$ 0.75	\$ 75.00	x
Southeast Pipe Survey	\$ 1.10	\$ 1.10	\$ 1.15	\$ 1.15	\$ 76.80	x
Pipeline Restoration Services	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 100.00	x
Hydrostructures	\$ 1.00	\$ 0.75	\$ 1.00	\$ 0.95	\$ 90.00	x
Performance Contracting Inc	\$ 1.28	\$ 1.27	\$ 1.52	\$ 1.31	\$ 132.48	x
Prism Contractors & Engineers	\$ 1.00	\$ 0.85	\$ 1.00	\$ 0.85	\$ 125.00	x
PipeView Technologies	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90	\$ 45.00	x
McKim & Creed	\$ 0.30	\$ 1.50	\$ 1.00	\$ 2.00	\$ 95.00	x
SR&R Environmental	\$ 1.50	\$ 0.52	\$ 1.50	\$ 0.52	\$ 38.50	x
Tele-vac	\$ 1.25	\$ 1.00	\$ 1.25	\$ 1.25	\$ 50.00	x
Sweeping Corporation of America	\$ 1.00	\$ 0.50	\$ 1.00	\$ 0.62	\$ 70.00	x
Hydromax USA	\$ 1.15	\$ 1.80	\$ 1.15	\$ 1.80	\$ 80.00	x
Envirowaste Services Group	\$ 1.89				\$ 75.00	No Addendum, Nonresponsive
PipeTek Infrastructure Services	\$ 2.95				\$ 148.00	No Addendum, Nonresponsive
ECI - received 12-29-20 at Grey Water Road. Received at mail room 12-24-20. Past 12-22-20 dead line						No Addendum, Nonresponsive

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 Sweeping Corporation of America, 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 as “Services”) are more fully set forth in the Request for Proposals entitled: “Sewer System Cleaning and Inspection FY21-22,” as published by Brunswick County on 12/01/2020, and any addenda thereto, all of which are incorporated herein by reference. The agreed upon fees for said Services are set forth on Exhibit “A” attached hereto and incorporated herein by reference. It is expressly understood that the actual quantity of Services for annual cleaning and inspection of the County’s gravity sewer system may fluctuate during each year of the term, as defined below. However, the unit pricing set forth in Exhibit A is guaranteed for the duration of this Agreement.

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 02/01/2021 (the “Effective Date”) and continues in effect for three (3) years until 01/31/2024, unless sooner terminated as provided herein. Services under this Agreement will commence each year of the term by the County issuing a Notice to Proceed for the respective year’s Services. The Notice to Proceed will include all required location maps showing the respective year’s service area and the specific Services to be provided. All Services under a Notice to Proceed must be complete within three (3) months of the issuance of the Notice to Proceed.

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: Sweeping Corporation of America, Inc.
4141 Rockside Road, Suite 100
Seven Hills, OH 44131

With a copy to: Sweeping Corporation of America, Inc.
c/o CT Corporation System, Registered Agent
160 Mine Lake Court, Suite 200
Raleigh, NC 27615

[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.

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board /
Deputy Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

SWEEPING CORPORATION OF AMERICA, INC.

By: _____

Printed Name: Mike Siragusa

Title: Vice President

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

EXHIBIT "A"**FORM OF PROPOSAL (Revised)**

Description	Estimated Qty.	Unit Price (\$/Each)	Total Amount Bid (Quantity x Unit Price)
Manhole Inspection and Reporting	325 (Ea)	\$ 70.00	\$ 22,750.00
Lines Less than 12" -Sewer Cleaning and Reporting	80,234 LF	\$ 1.00	\$ 80,234.00
Lines Less than 12"- TV Inspection and Reporting	80,234 LF	\$ 0.50	\$ 40,117.00
12" Line Sewer Cleaning and Reporting	1,000 LF	\$ 1.00	\$ 1,000.00
12" Line TV Inspection and Reporting	1,000 LF	\$ 0.62	\$ 620.00

THE ESTIMATED QUANTITY SHOWN IS FOR PROPOSAL PURPOSES ONLY. PAYMENT WILL BE MADE BASED ON THE QUANTITY OF WORK PERFORMED.

CONTRACTOR CERTIFIES THAT THE PRICING CONTAINED HEREIN WILL BE GUARANTEED FOR THE DURATION OF THE CONTRACT TERM.

Name of Company Sweeping Corporation of America, Inc.

Mailing Address 4090 North Glenn Avenue, Winston Salem, NC 27105

Phone No. 216-777-2750

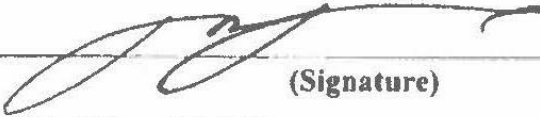
E-Mail Address bids@sweepingcorp.com

Provide a description of your company. Include company history, company experience with work of this type, experience of key employees to be involved in this particular project and a list of equipment to be used and procedures to be followed to ensure proper cleaning and inspection will be met.

Proposal Submitted By:

John Landefeld

(Printed Name)


(Signature)

Title: Chief Financial Officer

Date: 12/21/2020



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 1, 2021

From:
Donald Dixon

Action Item # V. - 13.

Utilities - West Brunswick Regional WRF Capacity Study -
McKim & Creed

Issue/Action Requested:

Request that the Board of Commissioners approve and authorize the Chairman and Clerk to the Board to execute the contract with McKim & Creed in an amount of \$110,000 for engineering services associated with a capacity study of the West Brunswick Regional Wastewater System Water Reclamation Facility (WBR-WRF), subject to review and approval by the County Attorney.

Background/Purpose of Request:

McKim & Creed, the original engineers of the treatment plant, were chosen from the Request for Qualifications response to perform the study, as they are intimately familiar with the plant design, operation, and permitting. Requests for Qualifications were requested via county standard procedures and two (2) statement of qualifications were received from qualified firms. The selection committee selected McKim & Creed, based on qualifications and experience with similar projects as well as the association with the treatment plant design.

It is recommended that the Board approve the proposed contract with McKim & Creed Engineering in the amount of \$110,000.

Fiscal Impact:

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

Funds available in the current budget and does require utilizing \$30,000 of the budgeted capital and replacement funds.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners approve and authorize the Chairman and Clerk to the Board to execute the contract with McKim & Creed in an amount of \$110,000 for engineering services associated with a capacity study of the West Brunswick Regional Wastewater System Water Reclamation Facility (WBR-WRF), subject to review and approval by the County Attorney.

ATTACHMENTS:

Description

- ☐ Professional Services Agreement

**NORTH CAROLINA
BRUNSWICK COUNTY**

**PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SERVICES
(Mini-Brooks Act/Qualification Based Selection)**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County” or “Owner”), party of the first part and McKim & Creed, P.A., (hereinafter referred to as “Provider” or “Engineer”), party of the second part.

WITNESSETH:

1. SERVICES; FEES

Provider agrees to perform the services (hereinafter referred to as the “Services”) in connection with the project (hereinafter referred to as the “Project”) at the agreed upon fees, all as more fully set forth on Exhibit “A” attached hereto.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins one (1) business day after approval by the Brunswick County Board of Commissioners or execution of the Agreement by County, whichever is later (the “Effective Date”). Engineer shall complete the Services in accordance with the schedule set forth on Exhibit “A,” unless this Agreement is sooner terminated or amended as provided herein. The County may terminate this Agreement at any time without cause by giving written notice to Provider. The County may set the effective date of termination at a time up to thirty (30) days following notice to Engineer to allow Engineer ample time to complete tasks for which value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks and/or to assemble Project materials in orderly files. 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. BRUNSWICK COUNTY GENERAL CONDITIONS OF THE CONTRACT

This Agreement, in addition to any construction documents prepared hereunder, shall be subject to the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts), unless the County directs otherwise. In the event of a conflict between the General Conditions of the Contract and this Agreement, this Agreement shall prevail.

4. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the 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 and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within forty-five (45) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

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 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. OPINIONS OF COST

If applicable, Provider shall provide opinions of probable construction costs, including but not limited to, designer fees, costs of construction, costs of equipment, furnishings, signage, permit fees and appropriate contingencies, at Project intervals determined by County. Such opinions of costs shall be representative of Provider's best judgment as an experienced and qualified professional generally familiar with the construction industry. The parties acknowledge that actual bids, proposals and costs may vary from Provider's opinions of costs based on the cost of labor, materials, equipment or services furnished by others, differing methods for determining prices, competitive bidding or other market conditions. When requested by County, Provider shall participate in rebidding, renegotiation and design adjustments to the extent such are necessary to reduce Project costs. Such services shall be performed by Provider without additional compensation.

8. ACCOUNTING RECORDS

Provider shall maintain accounting records in accordance with generally accepted accounting practices and shall make such records available for inspection by County upon reasonable request and during normal business hours for a period of three (3) years following completion of the Services.

9. PERMITS AND APPROVALS

Provider shall provide County with a schedule of all required approvals and the dates by which application for such approvals must be made in order to avoid any risk of delay to the Project. Provider shall prepare the necessary application forms, present documents requiring approval by County and submit documents with County approval to appropriate federal, state and local government or other agencies in a timely manner. County shall be financially responsible for all necessary permits, licenses, approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

10. ENVIRONMENTAL CONDITIONS

County shall disclose to Provider the existence of all known and suspected hazardous substances, including, without limitation: asbestos; polychlorinated biphenyls (PCBs); petroleum; hazardous waste; or radioactive material located at or near the site where the Services are to be performed. If Provider discovers any undisclosed hazardous substances, or if investigative or remedial action or other professional services are necessary, Provider may, at its option and without liability for damages, suspend performance of the Services hereunder until County: (1) retains an appropriate specialist consultant or contractor to identify and, as appropriate, abate, remediate or remove the hazardous substances; and (2) warrants that the site where the Services are to be performed are in full compliance with applicable laws and regulations. Notwithstanding the foregoing, if the presence of any hazardous materials adversely affects the performance of

Provider's duties under this Agreement, then Provider shall have the option of: (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause upon thirty (30) days' written notice to County.

11. PROVIDER REPRESENTATIONS

- 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 has not engaged in corrupt, fraudulent or coercive practices in competing for or executing this Agreement;
- g. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- h. 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);
- i. 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;
- j. Provider shall be responsible for all errors, omissions or deficiencies in technical accuracy in any drawings, specifications or other documents prepared or services rendered by Provider, its subcontractors or consultants and shall correct, at no additional cost to County, any and all errors, omissions, discrepancies, ambiguities, mistakes, deficiencies or conflicts;
- k. 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

1. 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.

12. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

13. 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.

14. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

15. 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.

16. 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.

17. INDEMNIFICATION

Provider shall indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind (collectively, "Claims") which may be brought or made against County or which County must pay and incur arising out of this Agreement should fault or negligence on the part of the Provider

or its subcontractors or consultants be the proximate cause of such Claims. Provider shall be fully responsible to County for the acts and omissions of its subcontractors or consultants and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

18. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense, and shall ensure that any of its consultants maintains in full force and effect at all times and at its sole cost and expense, Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors or consultants must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Provider shall require its subcontractors and consultants to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

25. 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.

26. OWNERSHIP OF WORK PRODUCT

- a. All work product created by Provider pursuant to this Agreement, including, without limitation, design drawings, construction documents, photographs and models and any derivative works and compilations, and whether or not such work product is considered a "work made for hire" or an employment to invent (hereinafter referred to collectively as "Work Product") shall be the exclusive property of County. County and Provider agree that such original works of authorship are "works made for hire" of which County is the author within the meaning of the United States Copyright Act. To the extent that County is not the owner of the intellectual property rights in and to such Work Product, Provider hereby irrevocably assigns to County any and all of its rights, title and interest in and to all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine. Upon County's request, Provider shall execute such further documents and instruments or obtain such documents from third parties, including consultants and subcontractors, if applicable, necessary to fully vest such rights in County. Provider forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 U.S.C. § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- b. In the event the use of any of Provider's intellectual property, including any derivative work created with the use of third-party intellectual property, is necessary for the use of any Work Product, Provider hereby grants to County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the intellectual property for the purposes set forth in this Agreement and will ensure that any third-party grants the same.
- c. County may use Work Product for any other purpose and on any other project without additional compensation to Provider. Notwithstanding the foregoing, the use of Work Product by County for any purpose other than as set forth in this Agreement shall be at County's risk.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the foregoing, all documents included in the Request for Qualifications and the qualifications statement submitted by Provider, if applicable, including, but not necessarily limited to: General Conditions; Supplementary General Conditions; Scope of Work; Specifications; Addenda; Accepted Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Insurance Certificates; Approval by County Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings are incorporated herein by reference and made an integral part of this Agreement. To the extent the terms of such documents conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

33. 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.

34. 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.

35. 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.

36. 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: McKim & Creed, P.A.
243 N. Front Street
Wilmington, NC 28401

37. 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]

MCKIM & CREED, P.A.

DocuSigned by:
By: Anthony Boahn
943885976A0D474...

Printed Name: Anthony Boahn

Title: Vice President

Date: 1/28/2021

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

DocuSigned by:
Julie A. Miller
022987186D1494B2
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by:
Bryan W. Batton
185D1896E57473
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

EXHIBIT “A”
SCOPE – SCHEDULE AND FEES
WEST BRUNSWICK REGIONAL WASTEWATER SYSTEM WATER
RECLAMATION FACILITY CAPACITY STUDY

Engineer shall provide services in accordance with the in accordance with the Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Phase I - WBRWRF Re-Rate Study and Report

A. Engineer shall:

1. Consult with Owner to define and clarify Owner’s requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services which are not part of Engineer’s Basic Services.
3. Identify and evaluate the following:
 - a. Re-rating of the West Brunswick WWTP with a goal to increase the maximum capacity to the greatest extent possible (inclusive of Biowin Modeling) and shall include the identification of the most cost-effective re-rate which does not require major modifications at the treatment facility and shall include the evaluation of but not limited to the following WWTP components:
 - 1) Influent Screens
 - 2) Grit Removal System
 - 3) Equalization Basin
 - 4) Oxidation Ditches (SRT & Aeration requirements)
 - 5) RAS Rate
 - 6) WAS Loading
 - 7) Clarification
 - 8) Filtration
 - 9) Chlorine Contact Tank
 - 10) Reclaimed Water PS and 5-day upset pond
 - 11) WAS storage
 - 12) Residuals Management System
 - b. Hydrogeologic evaluation that includes the re-rating of the HRIB at the IP Tract, re-rating of the HRIB at Mercer Mill Site, to maximize effluent disposal capacity. This shall include services to perform a review of historical NDMR data for each of the high rate infiltration basins for the IP Tract (9 basins) and Mercer Mill (2 basins). This data will be evaluated to determine if flow to each basin can be increased with modifications, including drain design alteration, additional berm height (including associated increase in loading rate [gpd/sq. ft.]), or perhaps the data reveals that no change is needed to adjust the permitted loading capacity. This will be quantified and evaluated by simulating flow. Modflow and MT3D simulations will be prepared based on an Autocad™ plan for the two sites. The models will analyze the NDMR results using the original calibration used for initial permitting **(no field work is proposed**

for this re-rating). Transient state alternatives will be simulated to determine the maximum potential for each basin with identified modifications.

- c. Hydraulic evaluation of the reclaim water major transmission system for conveyance of reclaim water to the disposal sites, this is NOT inclusive of actual spray/drip system hydraulic evaluation.
4. Prepare a report (the "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; 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.
5. Perform or provide the following additional Study and Report Phase tasks or deliverables: Shall be inclusive of up to two (2) meetings for project review and discussions with County representatives and staff and one (1) Board of Commissioners Meeting to discuss or present findings of report/evaluation.
6. Furnish two review copies of the Preliminary Report and any other deliverables to Owner and review it with Owner. Within fourteen calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish up to seven (7) copies of the revised Report and any other deliverables to the Owner in accordance with the schedule outlined as follows:

Task	Duration
Notice to Proceed	1 Calendar Day
Draft Report	90 Calendar Days
Brunswick County Draft Report Review	14 Calendar Days
Final Report	30 Calendar Days
BOC Meeting	30 Calendar Days

- 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.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

- Hydrogeologic and Soil Investigation to determine the potential for conversion from Spray Irrigation to High Rate Infiltration at Mercer Mill and IP Tracts
- Hydraulic analysis of spray irrigation or drip irrigation facilities
- Soils evaluation for re-rating spray irrigation or drip irrigation facilities
- Design Phase Services
- Bid & Award Phase Services
- Construction Administration or Construction Observation services
- Permitting Services
- Geotechnical Services
- Flow monitoring, supply of meters, pressure gauges, or other flow measurement devices
- Bidder Pre-Qualification Services
- Court appearances for expert witness
- Off-site drainage improvements
- Condition Assessment of existing facilities, pump stations, manholes, force mains, etc.
- Design of demolition or abandonment of existing facilities
- CAMA or Wetlands Permitting
- Environmental Assessments, Environmental Impact Statements or biological surveys for endangered species
- Subsurface Utility Engineering
- Survey and mapping for the purposes of land acquisition
- Application fees for plan approval or construction permits
- Redesigns of facilities after approval of final plans (if design is included)
- Court appearances for litigation, or preparation for the same

Payments to Engineer for Services
Basic Services - Lump Sum

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Compensation for Basic Services - Method of Payment

B. Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount based on the following estimated distribution of compensation:

	<u>Amount</u>	<u>Duration</u>
a. Study and Report Phase	\$ <u>110,000.00</u>	<u>165</u> days
 Basic Services Total	 \$ <u>110,000.00</u>	 <u>165</u> days

2. 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.
3. The portion of the Lump Sum 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.
4. The date for project completion shall be determined by adding the above noted Total Duration, also known as the “Time for Completion” to the Effective Date of the Agreement.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 1, 2021

Action Item # VI. - 1.

From: Engineering - Courthouse Addition & Renovation Project Update
Wm. L. Pinnix, P.E. - Engineering Director (Wm. L. Pinnix, P.E.)

Issue/Action Requested:

Request that the Board of Commissioners receive a courthouse addition and renovation project update from John Sawyer, AIA, of Sawyer Sherwood & Associate Architecture.

Background/Purpose of Request:

The courthouse addition and renovation project is a two year construction project that commenced on April 1, 2020 and will be in progress until April 1, 2022. The goals of the first year are to complete a 15,000 SF addition on the north end of the building, renovation of existing courtrooms #3 and #6 and associated areas, selected security improvements, install two new HVAC air cooled chiller(s), remove the old chiller and water cooling tower, and improve the existing parking lot on the north end of the building including security fencing and vehicular gate. During the second year of construction the remainder of the existing building will be renovated.

The current project schedule is for the addition and existing area renovation to be completed on March 31, 2021.

Mr. John Sawyer, AIA, is the design architect of record and will present a project update to the Board of Commissioners.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners receive a courthouse addition and renovation project update from John Sawyer, AIA, of Sawyer Sherwood & Associate Architecture.

ATTACHMENTS:

Description

- ▣ Courthouse Addition & Renovation Presentation

BRUNSWICK COUNTY COURTHOUSE ADDITION AND RENOVATIONS PROJECT



CONSTRUCTION PROGRESS



JUNE 2020



JULY 2020





AUGUST 2020





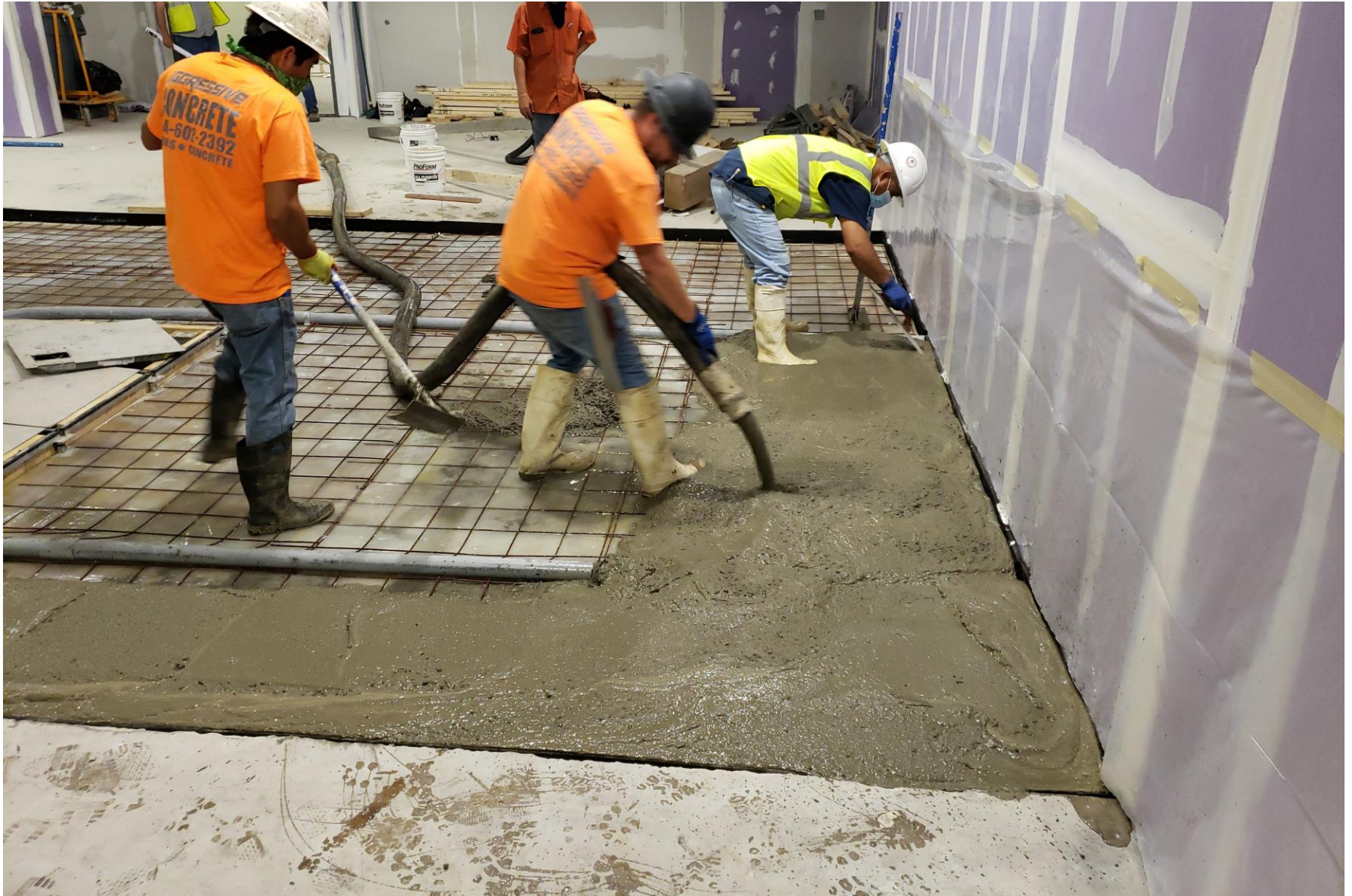
AUGUST 2020



SEPTEMBER 2020



SEPTEMBER 2020





OCTOBER 2020





OCTOBER 2020





NOVEMBER 2020



NOVEMBER 2020



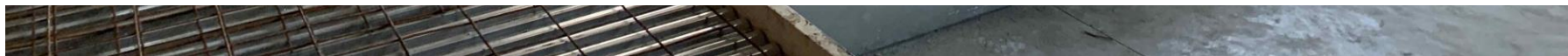


NOVEMBER 2020





NOVEMBER 2020





DECEMBER 2020



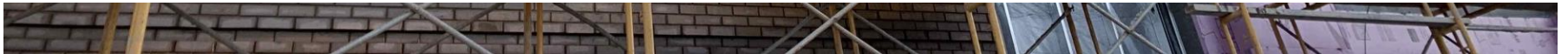


DECEMBER 2020





DECEMBER 2020

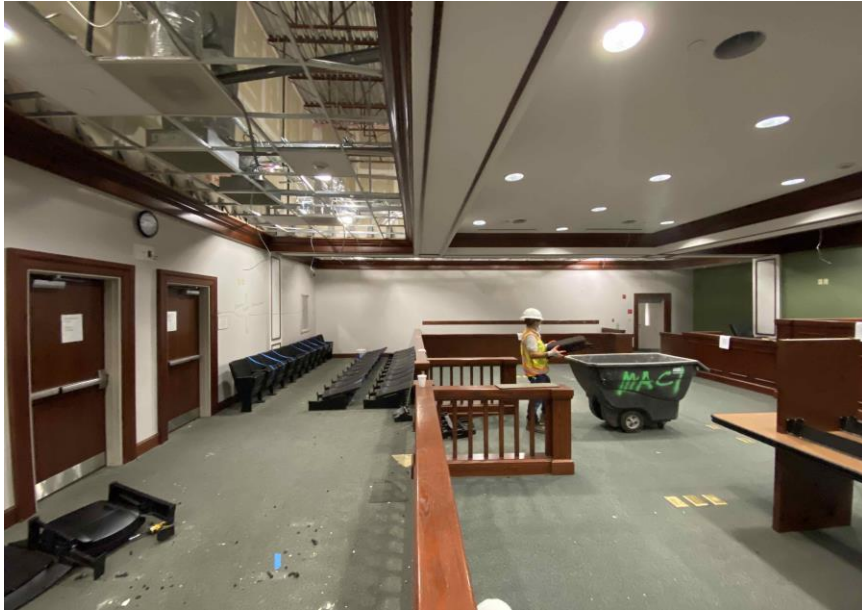




DECEMBER 2020



DECEMBER 2020

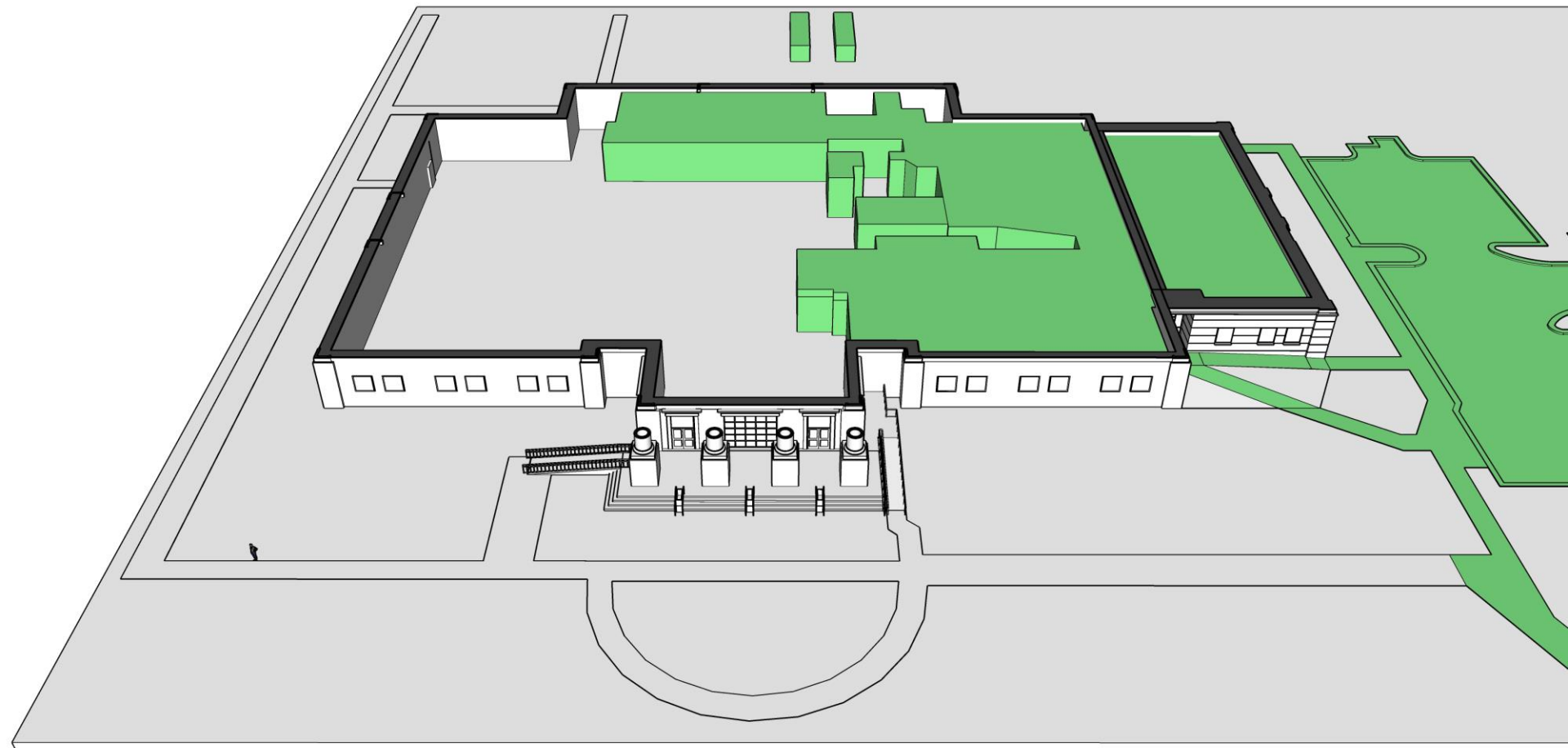


COURTROOM - BEFORE

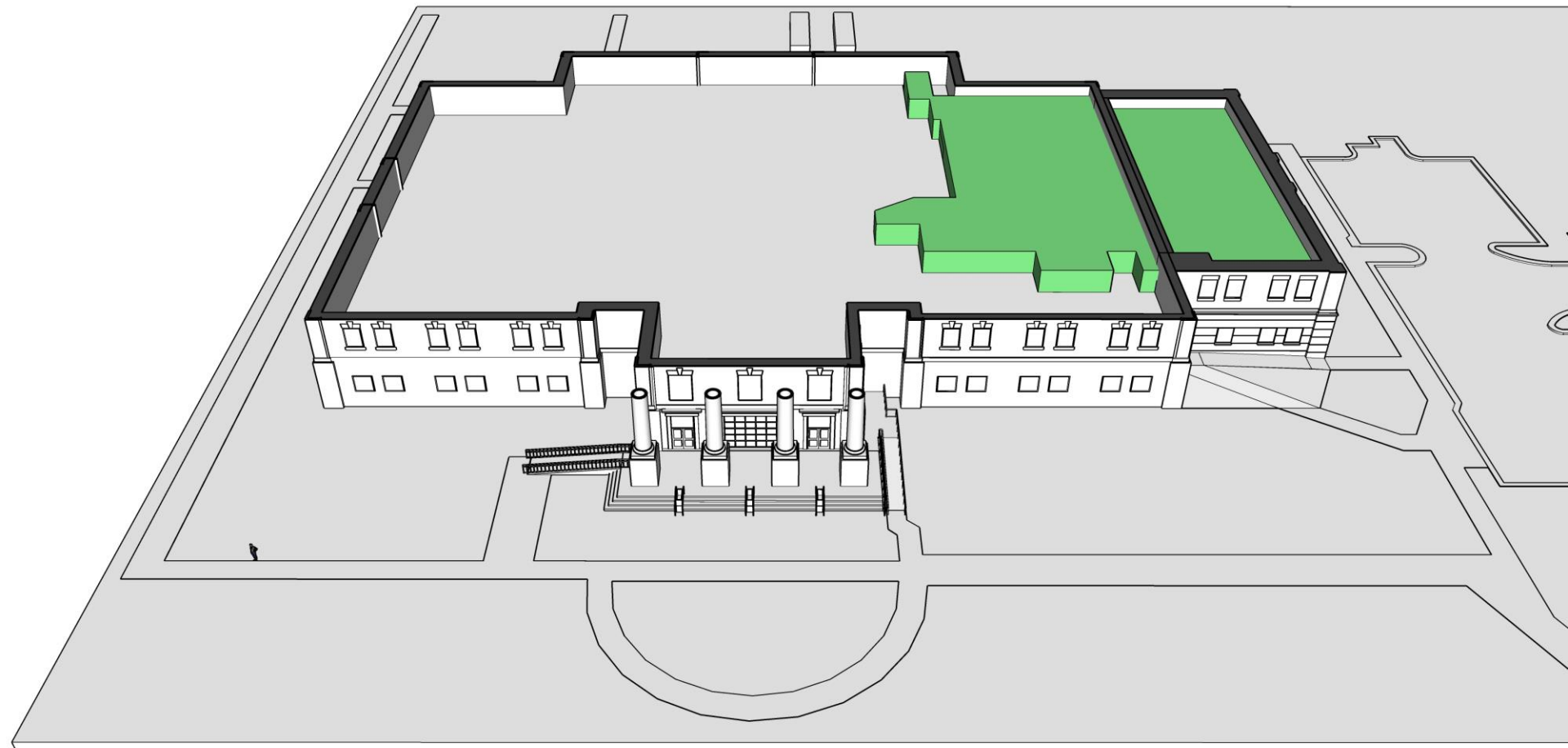




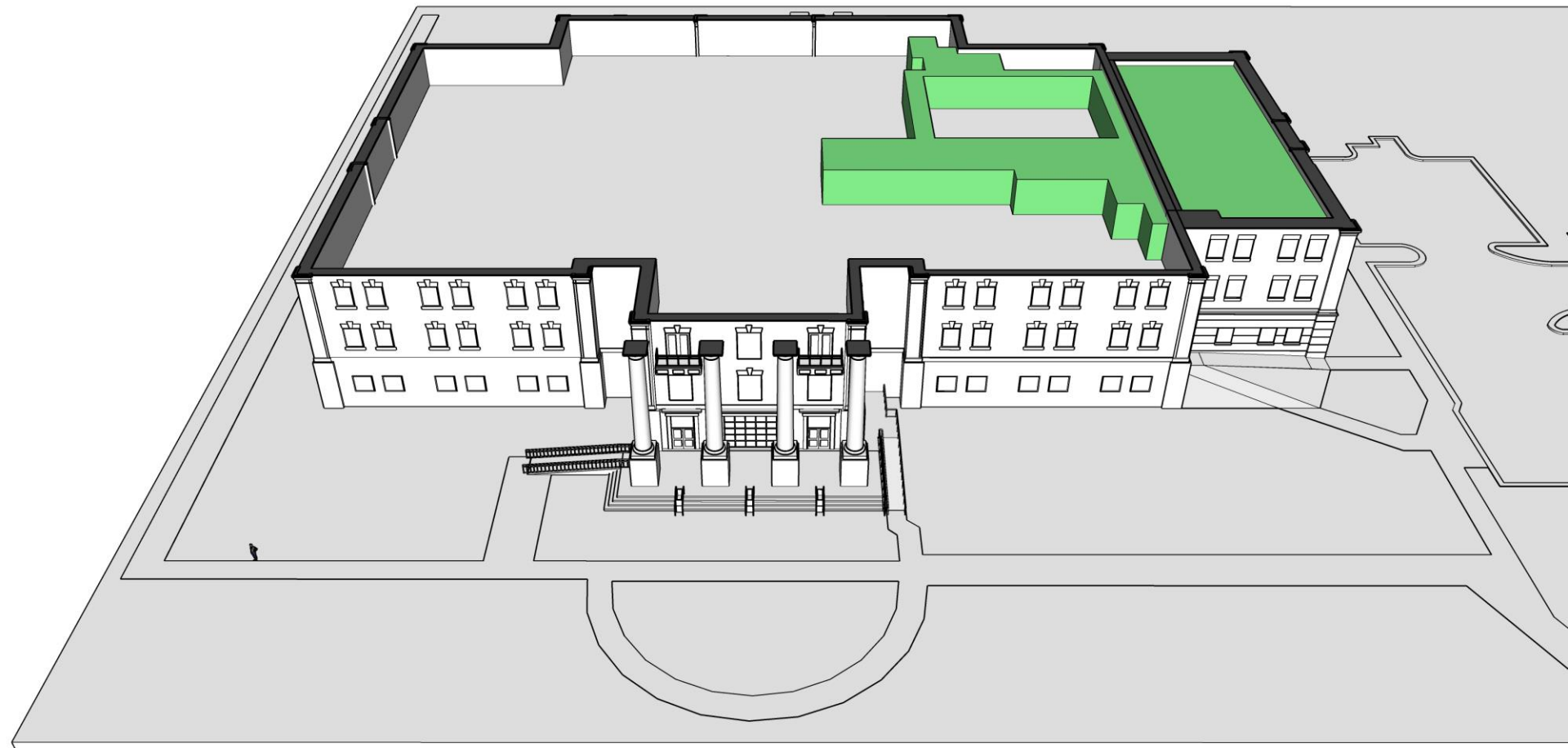
COURTROOM - AFTER



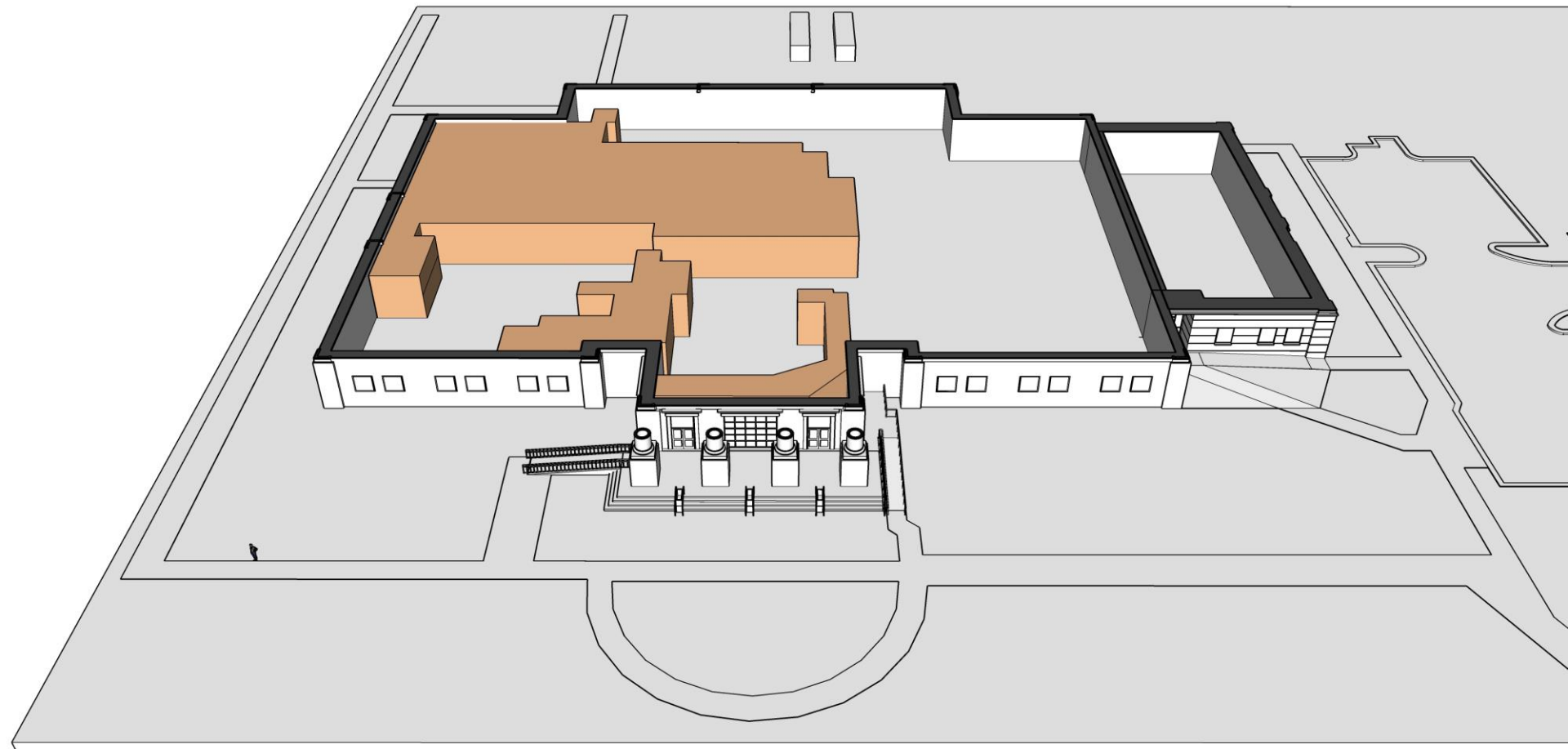
PHASE 1
FIRST FLOOR AND SITE



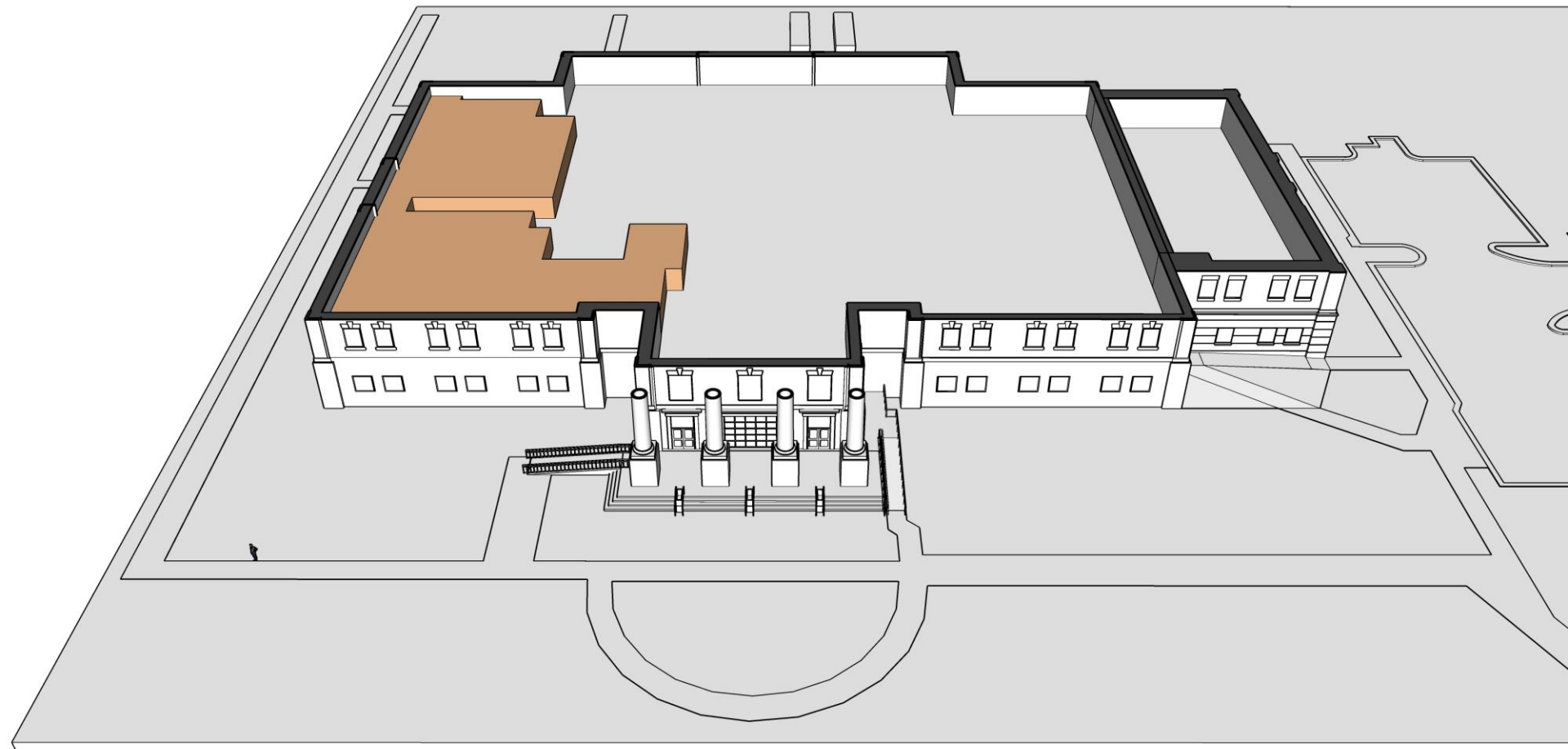
**PHASE 1
SECOND FLOOR**



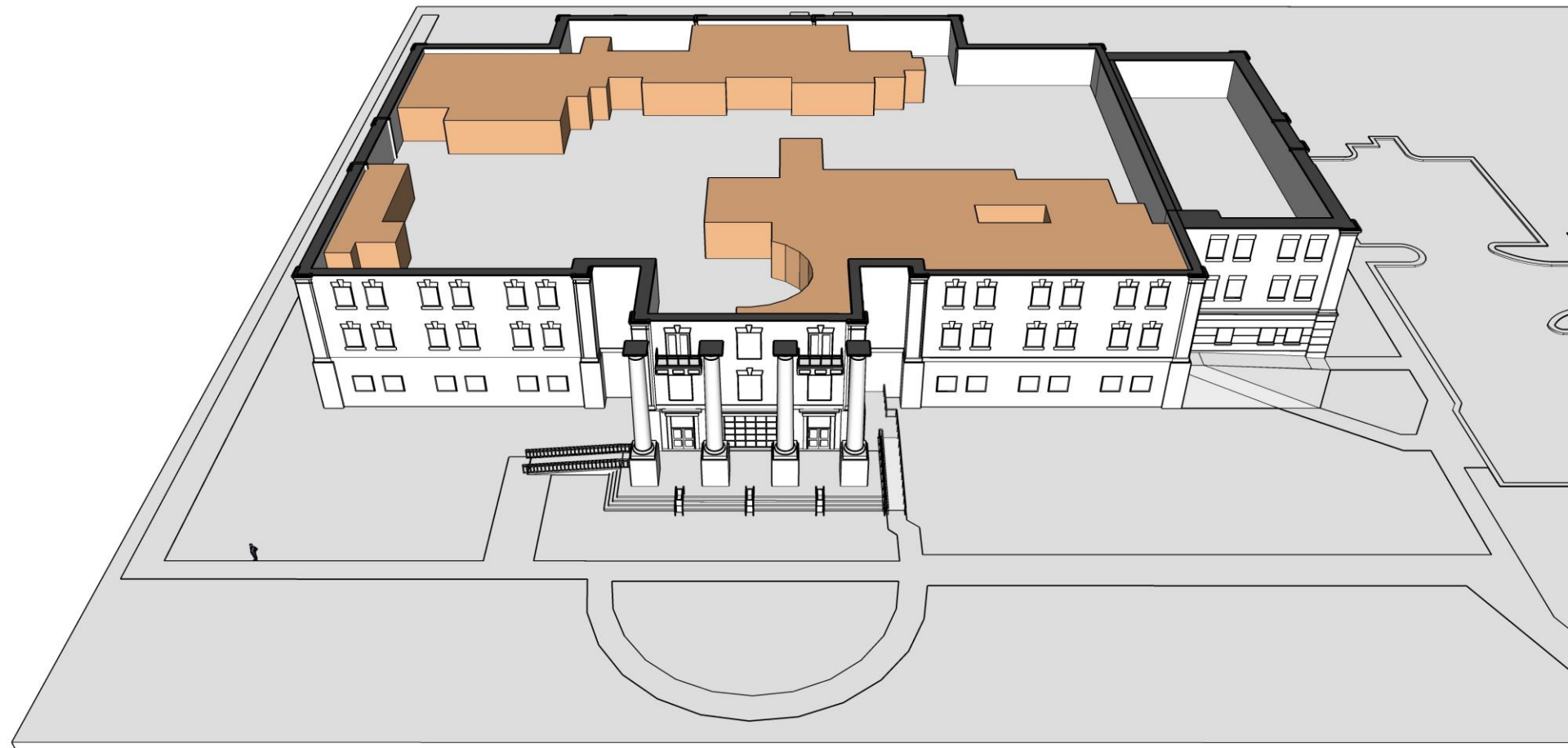
**PHASE 1
THIRD FLOOR**



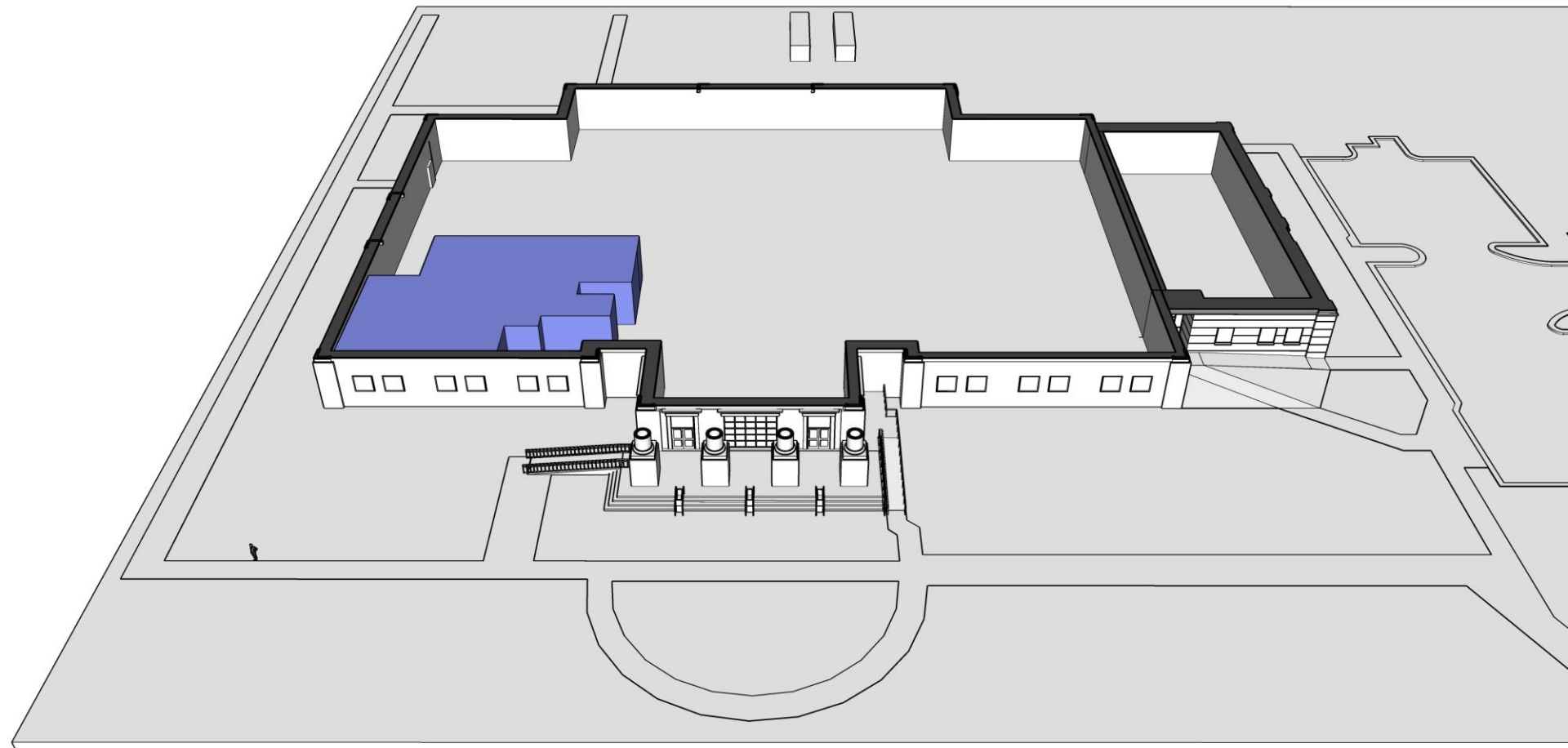
PHASE 2
FIRST FLOOR AND SITE



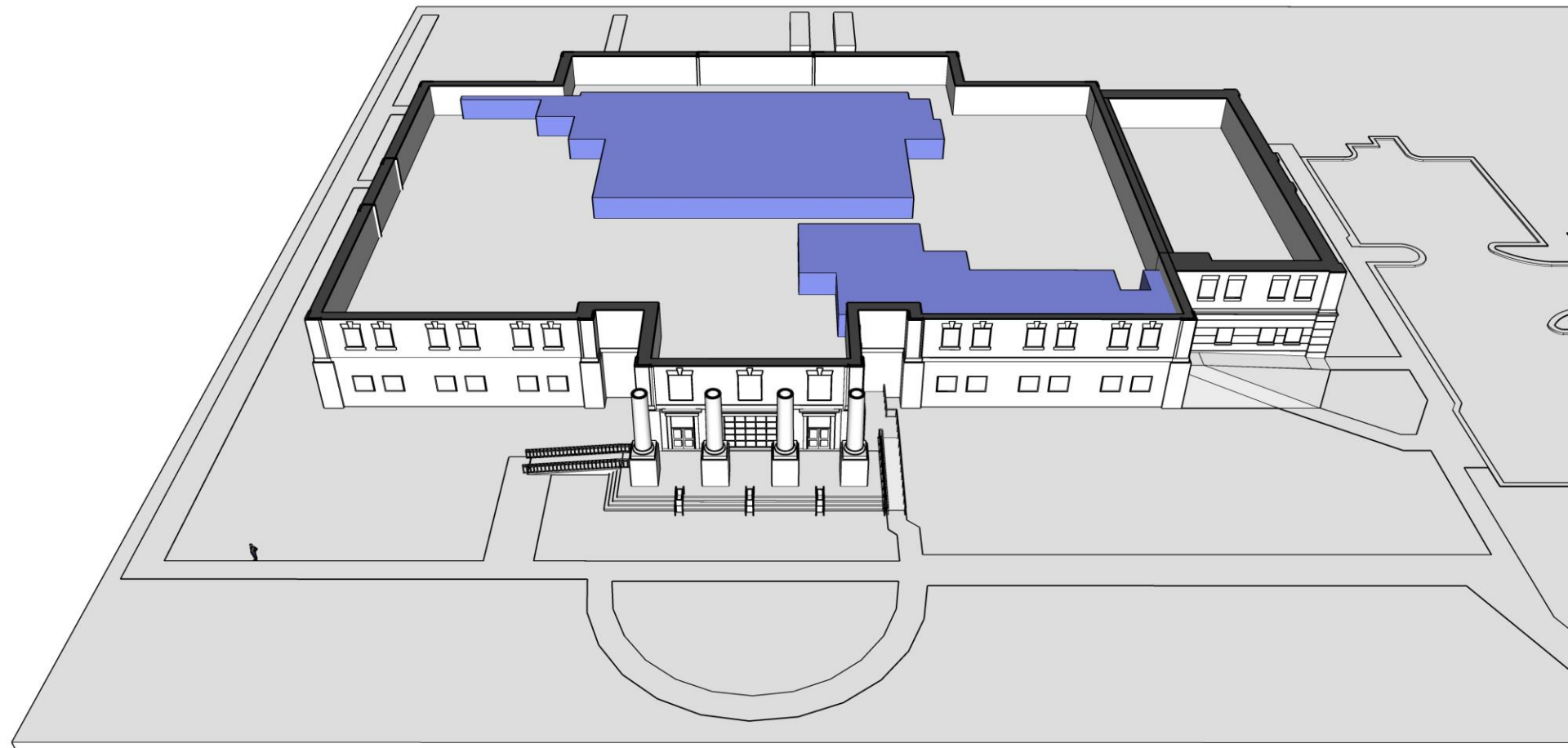
PHASE 2
SECOND FLOOR



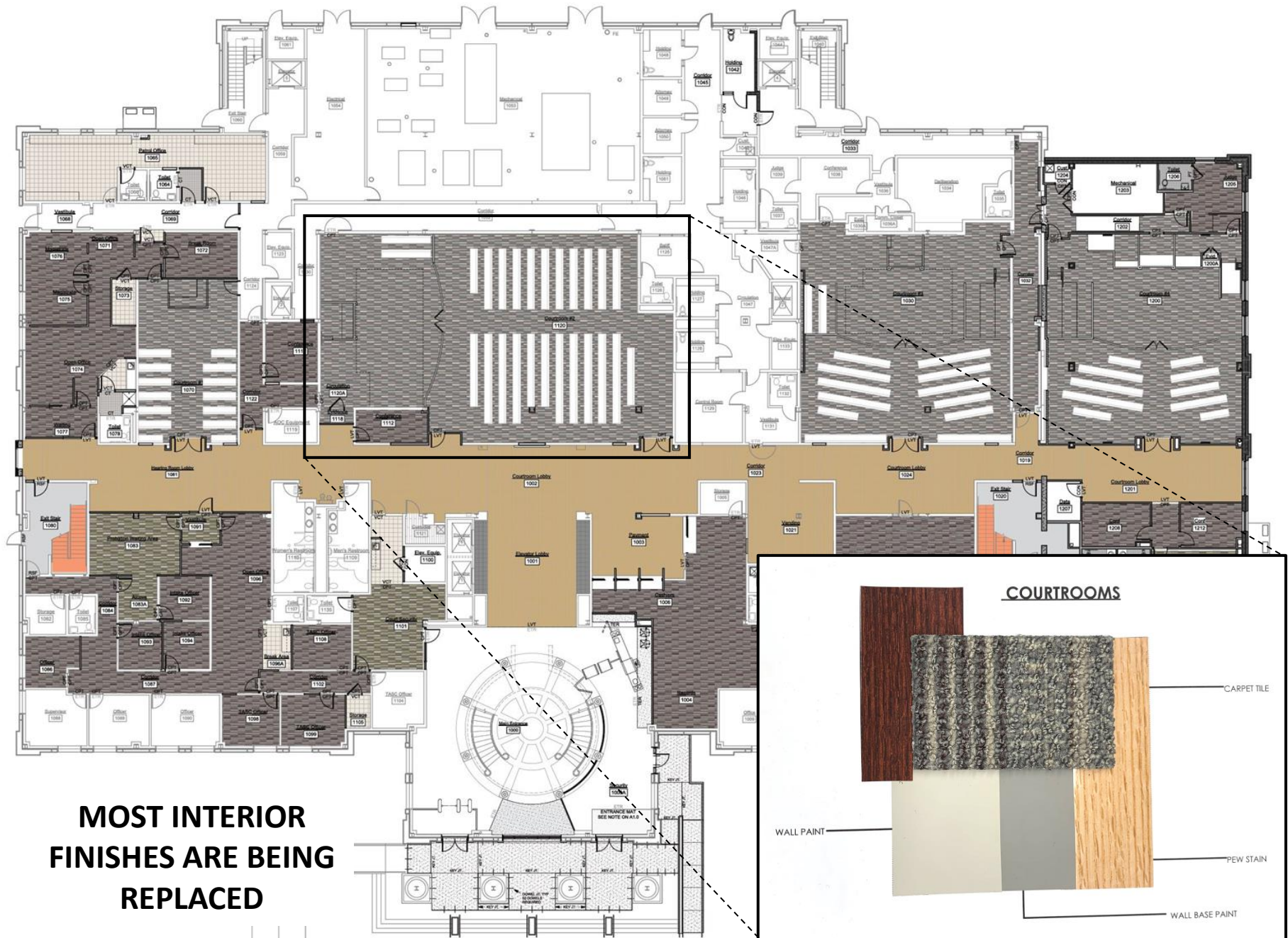
**PHASE 2
THIRD FLOOR**

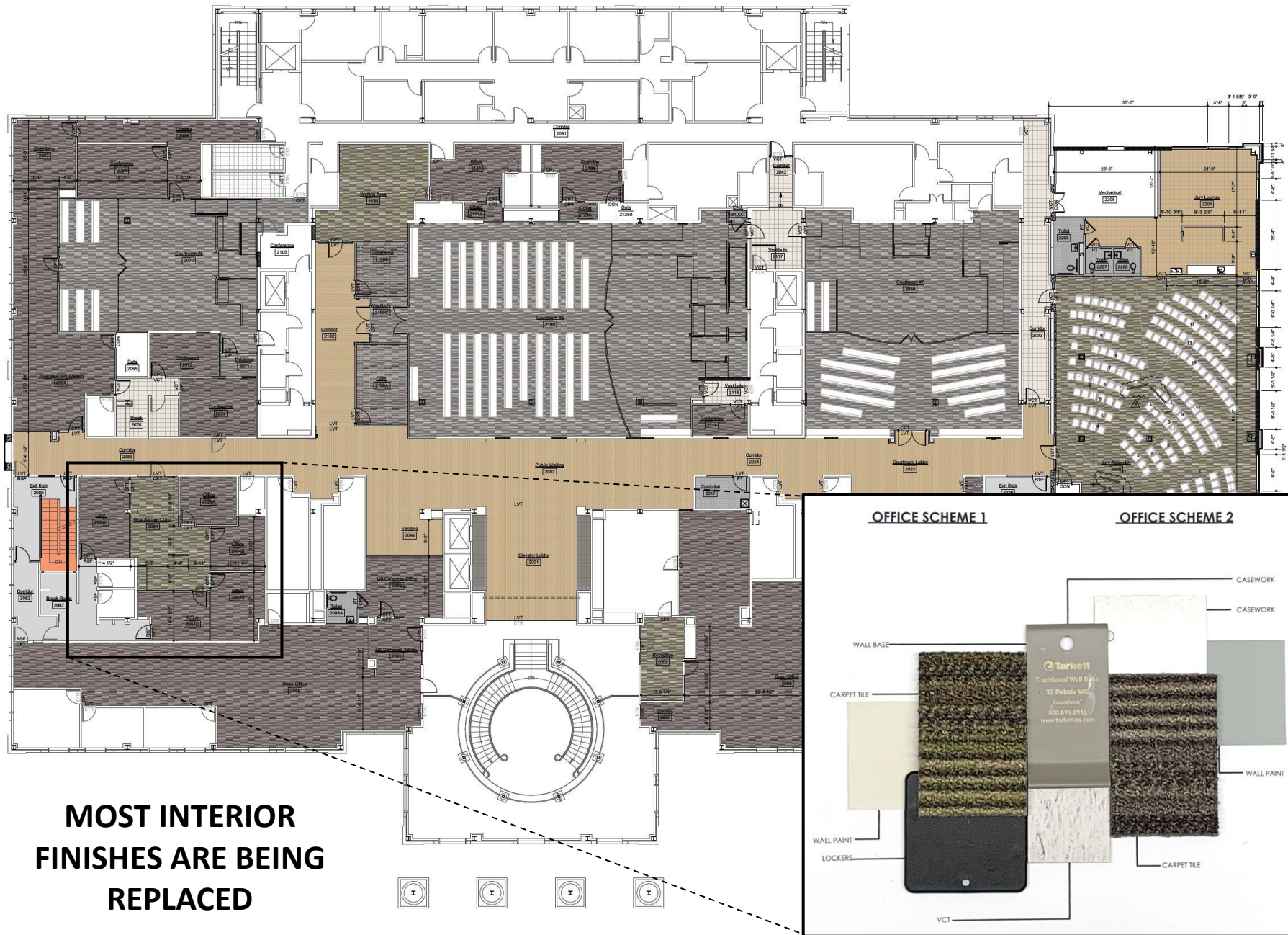


PHASE 3
FIRST FLOOR AND SITE

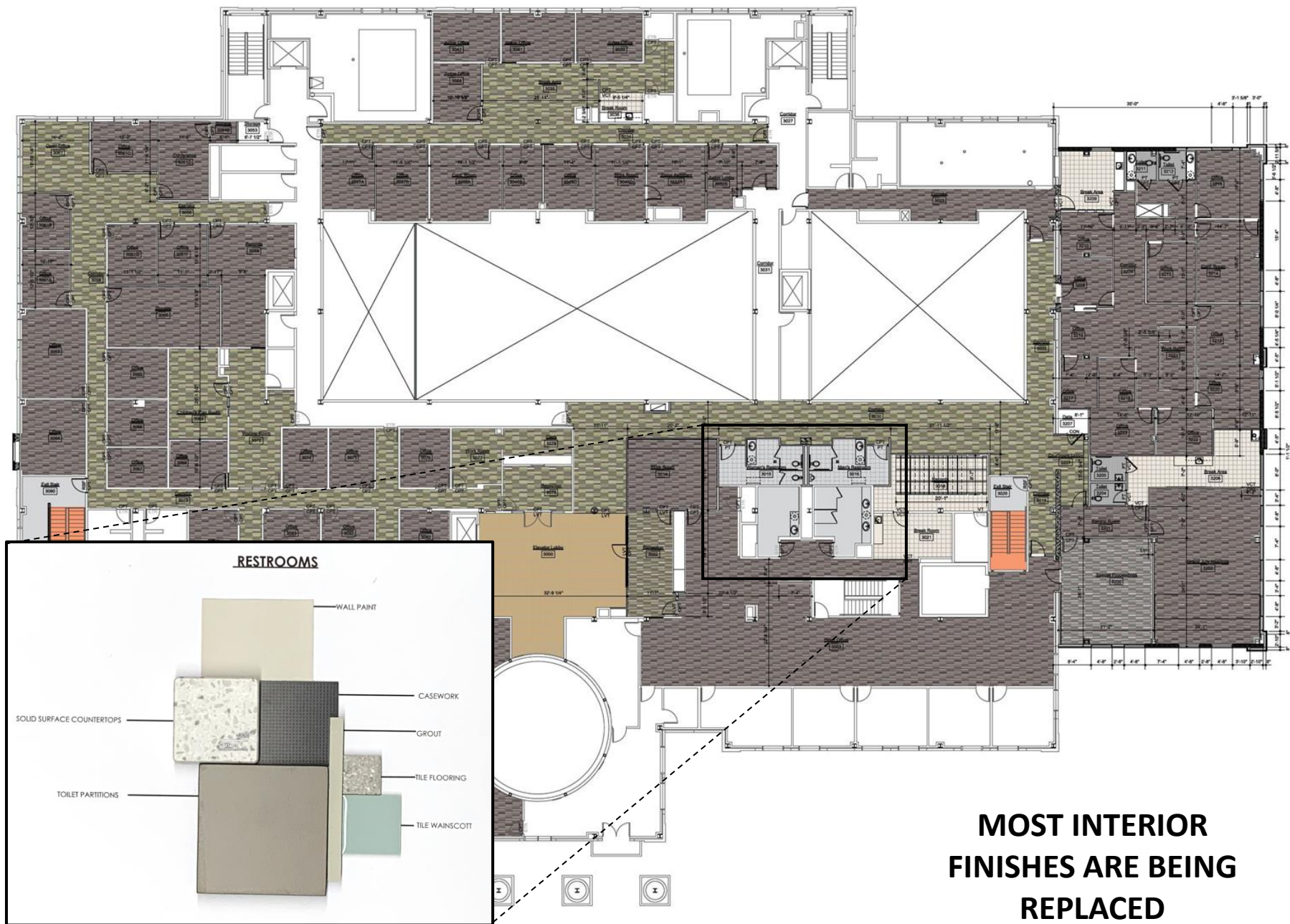


**PHASE 3
SECOND FLOOR**





**MOST INTERIOR
FINISHES ARE BEING
REPLACED**



CONSTRUCTION START DATE..... APRIL 2020

SCHEDULED COMPLETION DATES

PHASE 1..... APRIL 2021

PHASE 2..... NOVEMBER 2021

PHASE 3..... MARCH 2022

CONSTRUCTION END DATE..... APRIL 2022

CONTRACT SUM.....\$ 10,983,000.00

TOTAL COMPLETED & STORED TO DATE..... \$ 6,720,071.60