

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

**August 1, 2022
3:00 PM**

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Administration - Resolution for International Logistics Park Left Turn Lane

Request that the Board of Commissioners consider approving a resolution asking NCDOT to provide economic development funding for a left turn lane on US74/76 W. at the NC International Logistics Park.

2. Health and Human Services - Health Services – 2021 Child Fatality Prevention Team Annual Report

Request that the Board of Commissioners review and approve the 2021 Child Fatality Prevention Team Annual Report

3. Health and Human Services - Social Services - Brunswick Family Assistance (BFA) Funded Agency Agreement for FY 22-23

Request that the Board of Commissioners approve the renewal of the funded agency agreement between Brunswick County and the non-profit agency - Brunswick Family Assistance.

4. Operation Services - NCDPS Probation and Parole Leases

Request that the Board of Commissioners approve a lease agreement and a sublease agreement for 3 years beginning August 1, 2022 through July 31, 2025 to provide office space for NC Department of Public Safety Probation and Parole at no cost to the state agency.

5. Operation Services - Tip Fee Exemption Request

Request that the Board of Commissioners approve a tip fee exemption at the Brunswick County Landfill for Catholic Charities of the Diocese of Raleigh.

VI. Presentation

1. Engineering - Presentation - Proposed Update to Stormwater Management Manual (Brigit Flora, P.E., CFM)

Request the Board of Commissioners receive a presentation on updating the Brunswick County Stormwater Management Manual.

2. Health and Human Services - Health Services – Community Health Assessment Update

Request the Board of Commissioners receive an update on the 2022 Community Health Assessment.

3. Parks & Recreation - Recognition of 2022 Special Olympics USA Games (Aaron Perkins, Director of Parks & Recreation)

Request that the Board of Commissioners Recognize Brunswick County Athletes that competed at the Special Olympics USA Games in Bocce.

VII. Administrative Report

1. Administration - ARPA Revenue Replacement Project - Radio Upgrades

Request that the Board of Commissioners approve one of the Revenue Replacement Projects that is part of the overall American Rescue Plan Act (ARPA) implementation. This project, titled "Radio Upgrades" on the approved list, is the overhaul of radios used by the Sheriff's Office, Emergency Management, and Health Department and includes more than 500 radios at a value of \$3,156,810.76.

VIII. Other Business/Informal Discussion

IX. Adjournment



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 1, 2022

From:
Steve Stone, County Manager

Action Item # V. - 1.
Administration - Resolution for International Logistics Park Left
Turn Lane

Issue/Action Requested:

Request that the Board of Commissioners consider approving a resolution asking NCDOT to provide economic development funding for a left turn lane on US74/76 W. at the NC International Logistics Park.

Background/Purpose of Request:

NCDOT staff have indicated to BBID that a job-creation based grant to fund the left turn lane can likely be funded, but that one of the requirements is a resolution from the Board of Commissioners requesting the funding. The proposed resolution is attached.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners consider approving a resolution asking NCDOT to provide economic development funding for a left turn lane on US74/76 W. at the NC International Logistics Park.

ATTACHMENTS:

Description

▣ Resolution

**RESOLUTION IN SUPPORT OF THE NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION FOR USE OF CONTINGENCY FUNDS FOR A LEFT TURN LANE ON
US 74/76 AT THE INTERNATIONAL LOGISTICS PARK**

WHEREAS, the North Carolina Department of Transportation has submitted a request to use contingency funds for a left turn lane on US 74/76 at the International Logistics Park; and

WHEREAS, in order to pursue the necessary funding, the Department of Transportation requires a resolution of support for the project from the County Board of Commissioners; and

WHEREAS, the Brunswick County Board of Commissioners has considered the above-described request and is in support of road improvements along US 74/76 at the International Logistics Park.

NOW, THEREFORE, BE IT RESOLVED, by the Brunswick County Board of Commissioners that it expresses its support of the above-described project recommended by the North Carolina Department of Transportation and requests that the project proceed once the necessary funding has been established.

This the 1st day of August, 2022.

Randy Thompson, Chairman
Brunswick County Commissioners

Attest:

LeAnn Weigand
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 1, 2022

Action Item # V. - 2.

From: Health and Human Services - Health Services – 2021 Child Fatality Prevention Team Annual Report
Cris Harrelson, Health Services Director

Issue/Action Requested:

Request that the Board of Commissioners review and approve the 2021 Child Fatality Prevention Team Annual Report

Background/Purpose of Request:

North Carolina Statute Article 14, 7B- 1405 and the C F P T Agreement Addenda with local health departments require local Child Fatality Prevention Teams to advocate for system improvements and needed resources where gaps and deficiencies may exist and submit a report annually to their county commissioners and board of health.

Staff recommends approval of the report.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners review and approve the 2021 Child Fatality Prevention Team Annual Report.

ATTACHMENTS:

Description

- ▣ 2021 CFPT Annual Report



Cris Harrelson, Director

Brunswick County Health Services

25 Courthouse Dr. NE; PO Box 9
Bolivia, NC 28422
(910) 253-2250 1-888-428-4429



MEMORANDUM

TO: Brunswick County Commissioners/Board of Health

FROM: Cris Harrelson, Health Director
Cherie Browning, CFPT Chairperson
Brunswick County Child Fatality Prevention Team (CFPT)

SUBJECT: Local CFPT Annual Report

DATE: May 25, 2022

The North Carolina Statute, Article 14, 7B-1406 and the CFPT Agreement Addenda with local health departments requires Local Child Fatality Prevention Teams to advocate for system improvements and needed resources where gaps and deficiencies may exist and submit a report annually to their local county commissioners and boards of health.

The purpose of the local CFPTs are to:

- identify deficiencies in the delivery of services to children and families by public agencies,
- make and carry out recommendations for changes that will prevent future child deaths, and
- promote understanding of the causes of child deaths.

Attached is the Brunswick County CFPT annual report for your review for calendar year 2021.

Attachment

I. Introduction

In 1993, the North Carolina General Assembly established a network of local Child Fatality Prevention Teams (CFPTs) across the state to confidentially review medical examiner reports, death certificates and other records of deceased residents under age 18. Each local team consists of representatives of public and nonpublic agencies in the community such as law enforcement, Guardian Ad Litem, health departments, among others, that provide services to children and their families.

The purpose of this report is to give a summary of the causes of death, the number of cases reviewed, recommendations for prevention, if any, that have been made and to share local team activities and accomplishments.

II. Role of the Brunswick County Commissioners and Board of Health

- Receive annual reports which contain recommendations and advocate for system improvements and needed resources, if requested.
- Appoint members of the local team as identified by the membership.

III. Child Deaths by Cause, System Problems Identified, Recommendations for Prevention & Proposed Action

In 2021, the Brunswick County CFPT reviewed five child deaths and identified no system problems or recommendations for future prevention efforts. Below are highlights:

Cause of Death	System Problem Identified	Recommendation	Proposed Action
perinatal - 22 weeks	None		
staph infection	None		
co-sleeping	None		
hanging	None		
hanging	None		

IV. Brunswick County CFPT Activities and Accomplishments

- The annual CFPT Activity Summary was completed and sent by the date requested.
- Safe Sleep information was posted on the Health & Human Services Facebook page in October.
- Individual reports were completed on child deaths reviewed by the team and were forwarded to the State Coordinator.
- Members completed Trillium's Annual Gaps and Needs Survey.
- Two team members who are members of the Resiliency Task Force, led a discussion on ACEs relating to teen suicide and the tools and resources available to those who work with children.
- Health Educators from the health department attended a CFPT meeting to lead a discussion on how they can help to educate the community on suicide prevention resources available.

V. Conclusion

Thank you to the members of the Brunswick County Commissioners/Board of Health for the opportunity to share with you the successes and dedicated work of the local team as we continue to review child fatalities, make recommendations, and take actions to prevent future child deaths. Please feel free to contact the Health Director or Chairperson at 910-253-2298/910-253-2319 respectively, should you have any questions about this report.



Health Director



Chairperson



Date



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 1, 2022

Action Item # V. - 3.

From: Health and Human Services - Social Services - Brunswick Family
Catherine Lytch, Social Services Director Assistance (BFA) Funded Agency Agreement for FY 22-23

Issue/Action Requested:

Request that the Board of Commissioners approve the renewal of the funded agency agreement between Brunswick County and the non-profit agency - Brunswick Family Assistance.

Background/Purpose of Request:

Each year, Health and Human Services utilizes a variety of contracts to help improve service delivery in the county. The contracts referenced represent agreements with non-profit entities that provide certain, necessary services to Brunswick County residents. Each of the agencies compliment the mission of Health and Human Services and are required to submit monthly invoices for payment of services provided.

Brunswick Family Assistance (BFA) is a non-profit agency that provides assistance to Brunswick County residents in various forms, including, but not limited to: utilities, rent, prescriptions, shelter, transportation, etc.

The total capitated value of this contract in FY 22-23 is \$152,000.00.

Staff recommend approval of this agreement renewal.

Fiscal Impact:

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

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the renewal of the funded agency agreement between Brunswick County and the non-profit agency - Brunswick Family Assistance.

ATTACHMENTS:

Description

- BFA Funded Agency Agreement - FY22-23 (partially executed for Novus)

NORTH CAROLINA

FUNDED AGENCY AGREEMENT

BRUNSWICK COUNTY

THIS FUNDED AGENCY AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina (hereinafter referred to as “County”) and Brunswick Family Assistance Agency, Inc., a not-for-profit corporation (hereinafter referred to as “Agency”).

WITNESSETH:

WHEREAS, the program as described herein addresses an important community human services need, as identified by the Brunswick County Board of Commissioners; and

WHEREAS, it is in the interests of the County that said program be assisted by the County and thereby enhance its availability to residents of the County.

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and Agency agree as follows:

- 1. Term of the Agreement.** The term of this Agreement shall be a program year which coincides with the County’s fiscal year beginning on July 1 of the current fiscal year (the “Effective Date”) and ending on June 30 of the current fiscal year.
- 2. Non-Appropriation.** If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Agency of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.
- 3. Scope of Services.**
 - a. Agency will provide services, as outlined in the Scope of Services and any amendments or revisions thereto which are attached hereto as Exhibit “A” and incorporated herein by reference, to the residents of Brunswick County. Any revisions or amendments to this Agreement or the Scope of Services must be approved in writing by the County and attached to this Agreement.
 - b. The Agency shall be solely responsible for the means, methods, techniques, sequence, safety programs and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

4. Funding.

- a. The County agrees to appropriate for the provision of services described in Exhibit “A” and more particularly described in the Program Budget, the maximum sum of \$152,000.00.
- b. Payments are contingent upon receipt of the Agency’s Outside Agency Performance Agreement attached hereto as Exhibit “B” and incorporated herein by reference as well as County’s receipt of Progress Reports, as defined below. Progress Reports from the Agency must show satisfactory progress toward completion of performance measures and an accounting of expenditures as detailed in the attached Scope of Services, along with the Agency’s request for reimbursement.
- c. Once the Agency has satisfied its obligations as provided in Subsection b. of this Section, payment will be made within two (2) weeks after receipt of the Progress Report and request for reimbursement or within two (2) weeks after due date of the Progress Report, whichever is later.
- d. The County is not obligated to provide any other support to Agency in the current or in succeeding fiscal years.

5. Agency Reporting.

- a. Agency will provide County with Progress Reports that include a fiscal report and updates on Agency’s performance measures as outlined in the Scope of Services. Progress Report dates are: July 1 – December 31; January 1 – March 31 and April 1 - June 30. Progress Reports are due on January 11, April 15, and July 8 of the program fiscal year.
- b. Agency agrees to allow the County to inspect its financial books and records, which document costs of services, upon reasonable notice during normal working hours.

6. Termination.

- a. In the event of any of the circumstances set forth below (hereinafter referred to as “Default”), the County may immediately terminate this Agreement, in whole or in part. Notice of termination must be in writing, state the reason or reasons for the termination and specify the effective date of termination:
 - i. In the event that Agency shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to County residents during the term of this Agreement; or
 - ii. In the event that Agency shall fail to render a satisfactory accounting as provided in Section 5 above, the County may terminate this Agreement

and Agency shall return all payments already made to it by the County for services which have not been provided or for which no satisfactory accounting has been rendered; or

- iii. In the event of any fraudulent representation by the Agency in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; or
 - iv. Nonperformance, incomplete service or performance or failure to satisfactorily perform any part of the work identified in the Scope of Services or to comply with any provision of this Agreement, as determined by the County in its sole discretion; or
 - v. Failure to adhere to the terms of applicable federal, state or local laws, regulations or stated public policy.
- b. In the event of Default by the Agency, the County may elect to terminate this Agreement, in whole or in part, and/or require the Agency to repay the funds within ten (10) business days from written notice of such Default. The County may (but shall not be required to) grant the Agency an opportunity to cure the Default without termination of this Agreement. This clause shall not be interpreted to limit the County's remedies at law or in equity.
- c. Notwithstanding the foregoing, either party may terminate this Agreement at any time without penalty; provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination. In the event of such termination, any payment due shall be prorated to the effective date of termination and any unused funds shall be returned to the County within ten (10) days of the effective date of termination.
- d. Any termination of this Agreement for Default under this section that is later deemed to be unjustified shall be deemed a termination for convenience.

7. Agency Representations.

- a. Agency must maintain its not-for-profit, tax-exempt status under the Internal Revenue Service Code Section 501(c)(3) of Title 26 and under applicable federal and state laws and will provide verification of same to County upon request;
- b. Agency has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Agency to enter into and perform its obligations under this Agreement;

- d. Agency shall not violate any agreement with any third party by entering into or performing its obligations under this Agreement;
 - e. The services provided by Agency under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and
 - f. Agency acknowledges that if any specific licenses, certifications or related credentials are required to perform its obligations under this Agreement, it will ensure that such credentials remain current and active and not in a state of suspension or revocation.
- 8. Insurance.** Agency shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance and any additional insurance as may be required by the County with limits acceptable to the County. All insurance policies (with the exception of Workers' Compensation and Professional Liability) shall be endorsed, specifically or generally, to include the County as an additional insured and as a certificate holder. Agency shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by the County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Agency shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.
- 9. Workers' Compensation.** To the extent required by law, Agency shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Agency is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Agency shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Agency's obligations under this Agreement.

Agency agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

- 10. Divestment from Companies that Boycott Israel.** Agency hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.
- 11. Debarment.** Agency hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or

agency. Agency must notify the County within thirty (30) days if debarred by any governmental entity during this Agreement.

- 12. E-Verify.** Pursuant to N.C.G.S. § 143-133.3, Agency understands that it is a requirement of this Agreement that Agency and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Agency agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Agency shall require its subcontractors to do the same. Upon request, Agency agrees to provide County with an affidavit of compliance or exemption.
- 13. Relationship of the Parties.** The parties agree that Agency shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Agency represents that it has or will secure, at its own expense, all personnel required to perform the services under this Agreement. Agency shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.
- 14. Compliance with all Laws.** The Agency, at its sole expense, shall comply with all laws, ordinances, orders and regulations of federal, state or local governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this Agreement.
- 15. Subcontract.** The County and Agency deem the services provided under this Agreement to be personal in nature and Agency may not subcontract any rights or duties under this Agreement to any other party without prior written consent from the County.
- 16. Assignment.** Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party shall be void. An assignee shall acquire no rights, and the County shall not recognize any assignment in violation of this provision.
- 17. Confidential Information.** For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions,

negotiations and proposals related to that agreement. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser’s sole expense.

18. Indemnification. Agency shall defend, indemnify and hold harmless the County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against the County or which the County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Agency, its employees or agents. Agency further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. This Section shall survive any expiration or termination of this Agreement.

19. Non-Discrimination. Agency agrees, as part of the consideration for the granting of funds by County, that for itself, its agents, officials, employees and servants, it will not discriminate in any manner on the basis of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship,

genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Agency shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Agency is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by the County, and Agency may be declared ineligible for further County agreements.

20. Notices.

- a. **Delivery of Notices.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **Effective Date of Notices.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **Notice Address.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

- i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

- ii. For the Agency: Brunswick Family Assistance Agency, Inc.
P. O. Box 1551
Shallotte, NC 28459

21. **Severability.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

- 22. Governing Law.** This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina, without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.
- 23. Dispute Resolution.** Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.
- 24. Governmental Immunity.** County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provide by law with regard to any action based on this Agreement.
- 25. Non-Waiver.** Failure by the County at any time to require the performance by Agency of any of the provisions of this Agreement shall in no way affect the County's right hereunder to enforce the same, nor shall any waiver by the County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.
- 26. Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties with respect to the subject matter herein and shall supersede, replace or nullify any and all prior agreements, negotiations, representations and proposals, written or oral.
- 27. Signatures.** This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

BRUNSWICK FAMILY ASSISTANCE AGENCY, INC.

By: Stephanie Bowen

Printed Name: Stephanie Bowen

Title: Executive Director

Date: 6/29/2022

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

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

APPROVED AS TO FORM

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

EXHIBIT "A"
PROGRAM/SCOPE OF SERVICES

Federal Tax Id. 56-1309961

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Brunswick Family Assistance Agency, Inc.

2. *If different* from Contract Administrator Information in General Contract:

Address SAME

Telephone Number: Fax Number: Email:

3. Name of Program (s): Fee for Service – See attached list

4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit

5. Contractor's Financial Reporting Year 1/1 through 12/31

B. Explanation of Services to be provided and to whom (include SIS Service Code):

Fee for Service – Brunswick Family Assistance provides financial assistance to Brunswick County citizens with various types of services to include, without limitation, direct financial assistance for utilities, rent, and prescriptions. Brunswick Family Assistance also assists citizens with finding shelter and or transportation, as well as many other services requested by clients at Brunswick Family Assistance's discretion.

C. Rate per unit of Service (define the unit):

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

N/A

2. Negotiated County Rate.

Brunswick Family Assistance will bill County \$4.00 per individual service rendered to Brunswick County citizens regardless of the amount actually paid on behalf of each citizen. Total value of these services shall not exceed \$150,000.00.

Homeless veteran transportation vouchers – Shall not exceed \$2,000.00.

D. Number of units to be provided: Contract maximum \$152,000.00 for all services and contributions.

E. Details of Billing process and Time Frames; Brunswick Family Assistance will invoice County for services rendered each month by the 3rd working day of the new month to be paid by the County within two (2) weeks of receipt of the invoice. Brunswick Family Assistance will bill for services rendered until funding is exhausted. Invoice to include types of assistance and dollar amounts provided by Brunswick Family Assistance.

F. Area to be served/Delivery site(s): Brunswick County

**EXHIBIT “B”
OUTSIDE AGENCY PERFORMANCE AGREEMENT**

Chief Contact, Administrators, Chief Executive Officer and Chief Financial Officer

I certify that I have provided a list of the chief contact, administrators, chief executive officer and chief financial officer for my agency with this Agreement and that I will keep it current for the County. The list should be in writing with the name, title, residential address; phone and email address and if possible, fax number.

Officers and Board of Directors

I certify that I have provided a current list of the Officers and Board of Directors with this Agreement and that we will continue to update the list as changes occur. The list should be in writing, with the name, physical address, mailing address and if possible, phone, fax and email address.

Budget Submission

I certify that I have provided a budget for the period to be covered by funding from the County, and that any substantive changes made to this budget have been in authorized in writing in advance by the County.

Annual Financial Review

I certify that I have provided a copy of the latest annual Financial Review for our Agency and the budget adopted by the Agency for the fiscal years encompassing this Agreement. If not, please explain on a separate sheet of paper.

Alignment with Organization’s Mission

I certify that the programs and services for which this funding is requested align with the mission of the Agency.

Intended Purpose

I certify that the funds provided to the Agency under the terms of this Agreement will be used for a public purpose and shall only be used for the purposes intended and any money not used for those purposes will be promptly returned to the County.

Certified by: Stephanie Bowen Title: Executive Director Date: 6/29/2022
(Agency’s Signature)



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 1, 2022

Action Item # V. - 4.

Operation Services - NCDPS Probation and Parole Leases

From:

Stephanie Lewis, Director of Operation
Services

Issue/Action Requested:

Request that the Board of Commissioners approve a lease agreement and a sublease agreement for 3 years beginning August 1, 2022 through July 31, 2025 to provide office space for NC Department of Public Safety Probation and Parole at no cost to the state agency.

Background/Purpose of Request:

The NC Department of Public Safety requested to renew leases for county provided property in Brunswick County. The lease agreement is a "no cost" lease agreement for approximately 900 square feet of space located at 310 Government Center Drive, Unit 8, Bolivia, NC. The sublease agreement is a "no cost" sublease agreement for approximately 3,000 square feet of space located at 125 Division Drive, Leland; approximately 800 square feet of space located at 800 N. Howe Street, Southport; and approximately 2,943 square feet of space located at 5300-1 Main Street, Shallotte. Brunswick County has current leases on all properties included on the sublease agreement.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a lease agreement and a sublease agreement for 3 years beginning August 1, 2022 through July 31, 2025 to provide office space for NC Department of Public Safety Probation and Parole at no cost to the state agency.

ATTACHMENTS:

Description

- ❑ NCDPS Lease Agreement - P&P Courthouse
- ❑ NCDPS Sublease Agreement - P&P Leland, Southport, Shallotte

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

BRUNSWICK COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2022, by and between **COUNTY of BRUNSWICK**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017; and

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

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **County of Brunswick**, North Carolina, more particularly described as follows:

Being +/- 900 Net Square Feet of Office Space Located at 310 Government Center Drive, Unit # 8, Brunswick County; Bolivia, North Carolina

DEPARTMENT OF PUBLIC SAFETY (Probation and Parole)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three **(3) years** commencing on the **1st day of July, 2022** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of June, 2025**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** dollar per term to be payable within five (5) days from receipt of invoice in triplicate. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least 15 days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have to make such repair at its own cost and to invoice the amount thereof to the Lessor. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, **with the Lessor's prior consent**, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, and during such period of repair, and if the Lessor can not provide suitable office space, the Lessee shall have the right to obtain similar office

space at the expense of Lessee with reimbursement from the County or the Lessee may terminate the lease by giving 15 days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than 60 days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **30 Government Center Drive NE, Bolivia, North Carolina 28422** and the Lessee at **4227 Mail Service Center, 3030 Hammond Business Place, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

[remainder of page intentionally left blank - signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

BY: _____ (SEAL)
Joanne Rowland, Director
DPS Purchasing and Logistics

LESSOR: _____ (SEAL)
The County of Brunswick
Steve Stone, County Manager

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Steve Stone**, personally came before me this day and acknowledged that s/he is the **County Manager**, and that by authority and given as an act of **Brunswick County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2022.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County of _____ and State aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2022.

Notary Public

My commission expires _____

**THIS SUB-LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

BRUNSWICK COUNTY

SUB-LEASE AGREEMENT

THIS SUB-LEASE AGREEMENT, made and entered into this the _____ day of _____, 2022, by and between **COUNTY of BRUNSWICK**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

WHEREAS, authority to approve and execute this sub-lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this sub-lease agreement by a memorandum dated the 18th day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this sub-lease agreement as hereinafter set out, and

WHEREAS, Brunswick County has entered into various lease agreements for office space locations in Leland, Southport, and Shallotte, North Carolina, with the understanding that said office space will be sublet to the State of North Carolina for the operation of probation/parole offices; and

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and sub-lease unto Lessee and Lessee hereby takes and sub-leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **County of Brunswick**, North Carolina, more particularly described as follows:

Being +/- 3,000 Net Square Feet of Office Space Located at 125 Division Drive, Brunswick County; Leland, North Carolina

Being +/- 800 Net Square Feet of Office Space Located at 800 N. Howe Street, Brunswick County; Southport, North Carolina

Being +/- 2,943 Net Square Feet of Office Space Located at 5300-1 Main Street, Brunswick County; Shallotte, North Carolina

DEPARTMENT OF PUBLIC SAFETY (Probation and Parole)

THE TERMS AND CONDITIONS OF THIS SUB-LEASE AGREEMENT ARE
AS FOLLOWS:

1. The term of this sub-lease shall be for a period of three **(3) years** Commencing on the **1st day of August, 2022** or as soon thereafter as the sub-leased premises are ceded to the Lessee and terminating on the **31st day of July, 2025**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** dollar per term to be payable within five (5) days from receipt of invoice in triplicate. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least 15 days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this sub-lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the sub-leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the sub-lease term, the Lessor shall keep the sub-leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have to make such repair at its own cost and to invoice the amount thereof to the Lessor. The Lessor reserves the right to enter and inspect the sub-leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said sub-lease term as hereinabove set forth, have the sub-leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the sub-leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this sub-lease, **with the Lessor's prior consent**, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the sub-leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the sub-leased premises under this sub-lease or any prior sub-lease of which this sub-lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this sub-lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or

fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this sub-lease shall immediately terminate. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, and during such period of repair, and if the Lessor can not provide suitable office space, the Lessee shall have the right to obtain similar office space at the expense of Lessee with reimbursement from the County or the Lessee may terminate the sub-lease by giving 15 days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this sub-lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this sub-lease, the Lessee will peaceably surrender the sub-leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this sub-lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this sub-lease peaceably and quietly have, hold, and enjoy the sub-leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than 60 days written notice to terminate the tenancy.

13. The parties to this sub-lease agree and understand that the continuation of this sub-lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this sub-lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise sub-leased herein, it may choose to terminate the sub-lease agreement set forth herein by giving Lessor written notice of said termination, and the sub-lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **30 Government Center Drive NE, Bolivia, North Carolina 28422** and the Lessee at **4227 Mail Service Center, 3030 Hammond Business Place, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

[remainder of page intentionally left blank - signatures on following pages]

IN TESTIMONY WHEREOF, this sub-lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

BY: _____ (SEAL)
Joanne Rowland, Director
DPS Purchasing and Logistics

LESSOR: _____ (SEAL)
The County of Brunswick
Steve Stone, County Manager

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Steve Stone**, personally came before me this day and acknowledged that s/he is the **County Manager**, and that by authority and given as an act of **Brunswick County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2022.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County of _____ and State aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2022.

Notary Public

My commission expires _____



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 1, 2022

Action Item # V. - 5.

Operation Services - Tip Fee Exemption Request

From:

Stephanie Lewis, Director of Operation
Services

Issue/Action Requested:

Request that the Board of Commissioners approve a tip fee exemption at the Brunswick County Landfill for Catholic Charities of the Diocese of Raleigh.

Background/Purpose of Request:

The county has typically waived tipping fees for churches and other non-profit organizations in the past. These organizations have applied to be exempt from tipping fees. The exemption of fees applies to the county landfill in Bolivia and does not include regular household trash or yard debris.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a tip fee exemption at the Brunswick County Landfill for Catholic Charities of the Diocese of Raleigh.

ATTACHMENTS:

Description

- ☐ Tip Fee Exemption Request

Brunswick County Solid Waste & Recycling
P.O. Box 249, Bolivia, NC 28422
Phone (910) 253-2520 Fax (910) 253-2539

Application for Charitable Organizations to be Exempt from Tipping Fees
at the Brunswick County Transfer Station and C & D Landfill

Please complete the following form and return it to the above address. Completed applications will be reviewed by the Board of Commissioners. If approved, authorized members of your organization will receive a card that should be shown to the Scalehouse Operator at the Landfill in order to dispose of materials free of charge. Up to three officers of your organization will receive this authorization card. In order to dispose of materials for free, an authorized individual from the organization would need to show the card to the Scalehouse Operator. An authorized individual may give the card to another member of the organization as long as the authorized individual calls the Scalehouse Operator in advance. **The exemption from tipping fees does not apply to regular household trash or yard debris. Only materials from the operation of the approved organization qualify for the exemption.**

Name of Organization Catholic Charities of the Diocese of Raleigh

Address of Organization 20 N. 4th Street Wilmington NC 28401

Phone Number of Organization - 910-840-2693 / 910-251-8130 X2706

Please briefly describe your organization's mission _____

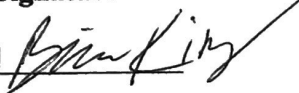
Providing help to our brothers and sisters in need by alleviating the effects of poverty
and creating hope by developing solutions to transform lives.

_____ We serve people by providing direct services and collaborating with a range of
community partners to ensure vulnerable and isolated individuals and families
are respected and support. We offer a food bank as well as response, recover and
_____ preparedness from natural disasters. We coordinate volunteer labor to work on
construction sites to help families return home after a disaster.

Please briefly explain why your organization needs to be exempt from tipping fees _____

_____ Our funds are generated by grants and donations. We are aware of each projects
financial plan and try to collaborate and partner with all to be good stewards of
our funding. Exempt fees in this area could allow us to possibly use funds for
building materials and/or appocances.

Please list the name, title, home address and phone number of each officer that would be authorized to dispose of materials at the Landfill. Each of these individuals would need to read and sign this form to indicate that they understand the terms of the exemption.

	Name	Title	Address	Phone	Signature
1)	Brian King	Const. Manager	2532 Clarendon-Chad Rd.	910-640-9821	
2)					
3)					



Brunswick County Board of Commissioners

ACTION AGENDA ITEM

August 1, 2022

Action Item # VI. - 1.

From:
Brigit Flora, PE, CFM - County
Stormwater Engineer

Engineering - Presentation - Proposed Update to Stormwater
Management Manual (Brigit Flora, P.E., CFM)

Issue/Action Requested:

Request the Board of Commissioners receive a presentation on updating the Brunswick County Stormwater Management Manual.

Background/Purpose of Request:

The Brunswick County Stormwater Ordinance and Stormwater Management Manual were approved by the Board of Commissioners on September 16, 2002. The Stormwater Ordinance has been updated several times, most recently on 5/16/16. The Stormwater Management Manual has not been updated in almost 20 years. Due to the record growth and development in the county and changing weather patterns causing increased stormwater runoff from storm events, there are growing concerns regarding stormwater management throughout the county, especially in already flood-prone areas.

The Brunswick County Planning Board approved a resolution for Flood Resiliency in Brunswick County on April 11, 2022 recommending changes to better address stormwater drainage and flooding. One of the recommendations is to update the Stormwater Management Manual to require new development projects to be designed to higher standards for stormwater control.

Staff recommends the Board of Commissioners receive this Stormwater Management Manual update and approve staff updating the Stormwater Manual. Stormwater Ordinance revisions will be brought to the Board at a future meeting for approval.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners receive a presentation on updating the Brunswick County Stormwater Management Manual.

ATTACHMENTS:

Description

- ☐ Flood Resiliency Resolution
- ☐ Brunswick County Stormwater Management Manual Update Presentation



FLOOD RESILIENCY IN BRUNSWICK COUNTY

A RESOLUTION RECOMMENDING CHANGES TO BETTER ADDRESS STORMWATER DRAINAGE AND FLOODING

WHEREAS, Brunswick County is experiencing record growth especially in flood-prone areas of the County;

WHEREAS, Brunswick County is prone to flooding, hurricanes, and other extreme weather events that produce high volumes of stormwater runoff;

WHEREAS, Brunswick County has ordinances and programs in place to address stormwater drainage and flooding including the *Brunswick County Stormwater Ordinance* (effective September 15, 2002), the *Brunswick County Stormwater Management Manual* (effective September 16, 2002), the *Brunswick County Flood Damage Prevention Ordinance* (effective April 1, 1985, & last updated December 6, 2019), and the *Community Rating System (CRS)*, a voluntary incentive FEMA program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP);

WHEREAS, the accompanying Stormwater Management Manual became effective on September 16, 2002, and has not had many amendments;

WHEREAS, the Brunswick County Planning Board finds that the health, safety, general welfare, and convenience of the public will be furthered through the implementation of the following changes:

1. Amend the Stormwater Management Manual to require new development projects to be designed for a 25-year storm event in order to better manage stormwater runoff more effectively during weather events rather than to a 10-year storm event that is currently required.
2. Consider requiring new development projects located in historically susceptible and flood-prone areas of Brunswick County (i.e., Tidal Creeks, Caw-Caw Canal Area) to be designed to greater standards such as designing roadways and stormwater routing to the 25-year event and stormwater storage areas (i.e., ponds) for the 100-year storm event by amending the Stormwater Management Manual and the Brunswick County Unified Development Ordinance.
3. Look into other options to address extreme weather events that produce high volumes of stormwater runoff.
4. Request that Brunswick County Stormwater Administrator attend Planning Board Meetings to help address stormwater concerns.
5. Participation in the NCORR's RISE Program to develop a portfolio of priority projects that strengthen regional resilience to community vulnerabilities.

NOW THEREFORE BE IT RESOLVED, that the Brunswick County Planning Board recommends changes to the Stormwater Management Manual to address growth impacts related to stormwater and flooding in order to protect the health, safety, general welfare, and convenience of the public.

ADOPTED THIS the 11th day of April, 2022.


Planning Board Chairman

Attest: 
Connie Marlowe

Brunswick County Stormwater Manual Update

Brigit Flora, PE, CFM
Stormwater Engineer/Administrator
Brunswick County



Brunswick County Stormwater Ordinance and Stormwater Management Manual

- The Brunswick County Stormwater Ordinance was adopted in September of 2002 and was last updated on May 16, 2016.
- The Brunswick County Stormwater Management Manual was approved in September of 2002 and has not been updated to date.
- Our current Stormwater Manual requires new development to control the post-development runoff from the site to pre-development conditions for the 1-year and 10-year 24-hour storms.
- Some developments are designed to control larger storm events however most are only designed to have an emergency overflow for larger storm events.



Proposed updates to Pre vs. Post Stormwater Control Requirements

- The current requirements of the Manual:
 - Control the 1-year, 24-hour storm
 - Control the 10-year, 24-hour storm
- The proposed requirements of the Manual:
 - Control the 1-year, 24-hour storm
 - Control the 10-year, 24-hour storm
 - Control the 25-year, 24-hour storm
 - Possibly require the 100-year, 24-hour storm in areas experiencing current flooding problems
- Local municipalities that already require control of the minimum 25-year, 24-hour storm:
 - New Hanover County
 - City of Wilmington
 - Town of Leland

Possible Changes to Rainfall Amounts

Design Storm	Rainfall amounts currently used in Manual	Rainfall amounts from NOAA Atlas 14 for Bolivia, NC
1-year, 24-hour	3.7 inches	3.95 inches
10-year, 24-hour	7.0 inches	7.44 inches
25-year, 24-hour	8.5 inches	9.32 inches
100-year, 24-hour	10.0 inches	12.9 inches

Other Updates to the Stormwater Management Manual

- Definitions – update the definitions to align with the previously updated Stormwater Ordinance.
- Remove several chapters in the Manual and direct users to other documents with more current information:
 - NC DEQ Stormwater Design Manual
 - Brunswick County LID Manual
- Update the remaining chapters to better clarify requirements and add new requirements where necessary
- Update Stormwater Permit Forms to include new requirements



Engineering

Brunswick County NC

Brigit Flora, PE, CFM

Stormwater Engineer/Administrator

<http://www.brunswickcountync.gov/>

<http://www.brunswickcountync.gov/engineering/stormwater/>



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 1, 2022

Action Item # VI. - 2.

From: Health and Human Services - Health Services – Community
Cris Harrelson, Health Services Director Health Assessment Update

Issue/Action Requested:

Request the Board of Commissioners receive an update on the 2022 Community Health Assessment.

Background/Purpose of Request:

As part of Brunswick County Health Services' essential public health services, the 2022 Community Health Assessment (CHA) was launched on May 26. The CHA is required by the Local Health Department Accreditation Board to be conducted at least every 4 years to determine the community's needs and develop programs to address health priorities. Community Health Opinion Surveys are disseminated to residents, and the results are analyzed and compared to secondary data from the State Center for Health Statistics.

This CHA is being conducted in partnership with Doshier Memorial Hospital and Novant Health.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners receive an update on the 2022 Community Health Assessment.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 1, 2022

Action Item # VI. - 3.

From:

Aaron Perkins, Director of Parks & Recreation

Parks & Recreation - Recognition of 2022 Special Olympics USA Games (Aaron Perkins, Director of Parks & Recreation)

Issue/Action Requested:

Request that the Board of Commissioners Recognize Brunswick County Athletes that competed at the Special Olympics USA Games in Bocce.

Background/Purpose of Request:

In the fall of 2019 Katie Juda, Jillian Meyer, and Ashley Lederer competed at Special Olympics North Carolina Fall State Games Tournament in bocce. Both Katie and Jill earned a gold medal at the state tournament and Ashley earned a bronze medal which qualified them to be considered for the USA Games team.

All bocce athletes that earned a medal at the 2019 states games were entered into a pool which Special Olympics North Carolina created to randomly select 4 athletes for the bocce team that would travel to the USA Games. Three of the four teammates chosen to represent Special Olympics North Carolina are Brunswick County residents.

The Special Olympics USA Games took place June 5-12th in Orlando Florida. While Ashley, Kaite, and Jillian were in Florida they competed in several bocce competitions including bocce singles, bocce doubles, and bocce team competitions. The bocce team which consisted of all four athletes from North Carolina finished in 4th place. Jillian and Katie earned a bronze medal during their bocce doubles competition and both Katie and Ashley won gold in their bocce singles matches.

All three of these athletes put in many hours of practice leading up to the USA Games and did a great job of not only representing Team NC at the USA Games, but Brunswick County as well.

Per resolution, staff requests that the County Commissioners formally recognize the accomplishments of the Brunswick County Athletes that competed in the 2022 Special Olympics USA Games in Bocce.

Alyssa Coln, Special Populations Coordinator will recognize each player with a copy of the resolution.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners Recognize Brunswick County Athletes that competed at the Special Olympics USA Games in Bocce.

ATTACHMENTS:

Description

- ▣ Resolution Honoring Kathrine Juda
- ▣ Resolution Honoring Jillian Meyer
- ▣ Resolution Honoring Ashley Lederer

County of Brunswick
Office of the County Commissioners



**RESOLUTION IN HONOR OF
BRUNSWICK COUNTY SPECIAL OLYMPICS KATHERINE JUDA**

WHEREAS, it is in the nature of life to learn many lessons early on, and wherever those places exist that mix the spirit of learning with a fun and competitive environment, the products are usually excellence, pride and a peaceful sense of self-assurance; and

WHEREAS, Katherine Juda has found that balance in the Special Olympics USA Games. She earned a gold medal at the state tournament which qualified her to be considered for the USA Games. At the USA Games she earned a bronze medal during her bocce doubles competition and won a gold medal in her bocce singles match. She put in many hours of practice leading up to the USA Games and did a great job of not only representing Team NC at the USA Games, but Brunswick County as well; and

WHEREAS, all the learning that this young lady does is as American as apple pie, and will be learned and sorted out along with the other great lessons that life teaches; and

WHEREAS, the lessons that are learned now will be kept for many years, and as she has demonstrated, a full measure of devotion, cooperation, ability, and above all, trust.

NOW, THEREFORE, BE IT RESOLVED, that the Brunswick County Board of Commissioners are hereby resolved to recognize and honor **Katherine Juda** on her achievements and do hereby congratulate her on a job well done, and does hereby encourage her to continue to reach for goals that seems far away, but never out of reach of hope.

This the _____ day of _____, 2022.

Randy Thompson, Chairman
Board of Commissioners

ATTEST:

Daralyn Spivey, NCCCC
Clerk to the Board

County of Brunswick
Office of the County Commissioners



**RESOLUTION IN HONOR OF
BRUNSWICK COUNTY SPECIAL OLYMPICS JILLIAN LYNN MEYER**

WHEREAS, it is in the nature of life to learn many lessons early on, and wherever those places exist that mix the spirit of learning with a fun and competitive environment, the products are usually excellence, pride and a peaceful sense of self-assurance; and

WHEREAS, Jillian Lynn Meyer has found that balance in the Special Olympics USA Games. She earned a gold medal at the state tournament which qualified her to be considered for the USA Games. At the USA Games she earned a bronze medal during her bocce doubles competition. She put in many hours of practice leading up to the USA Games and did a great job of not only representing Team NC at the USA Games, but Brunswick County as well; and

WHEREAS, all the learning that this young lady does is as American as apple pie, and will be learned and sorted out along with the other great lessons that life teaches; and

WHEREAS, the lessons that are learned now will be kept for many years, and as she has demonstrated, a full measure of devotion, cooperation, ability, and above all, trust.

NOW, THEREFORE, BE IT RESOLVED, that the Brunswick County Board of Commissioners are hereby resolved to recognize and honor **Jillian Lynn Meyer** on her achievements and do hereby congratulate her on a job well done, and does hereby encourage her to continue to reach for goals that seems far away, but never out of reach of hope.

This the _____ day of _____, 2022.

Randy Thompson, Chairman
Board of Commissioners

ATTEST:

Daralyn Spivey, NCCCC
Clerk to the Board

County of Brunswick
Office of the County Commissioners



**RESOLUTION IN HONOR OF
BRUNSWICK COUNTY SPECIAL OLYMPICS ASHLEY RENEE LEDERER**

WHEREAS, it is in the nature of life to learn many lessons early on, and wherever those places exist that mix the spirit of learning with a fun and competitive environment, the products are usually excellence, pride and a peaceful sense of self-assurance; and

WHEREAS, Ashley Renee Lederer has found that balance in the Special Olympics USA Games. She earned a bronze medal at the state tournament which qualified her to be considered for the USA Games. At the USA Games she won gold in their bocce singles matches. She put in many hours of practice leading up to the USA Games and did a great job of not only representing Team NC at the USA Games, but Brunswick County as well; and

WHEREAS, all the learning that this young lady does is as American as apple pie, and will be learned and sorted out along with the other great lessons that life teaches; and

WHEREAS, the lessons that are learned now will be kept for many years, and as she has demonstrated, a full measure of devotion, cooperation, ability, and above all, trust.

NOW, THEREFORE, BE IT RESOLVED, that the Brunswick County Board of Commissioners are hereby resolved to recognize and honor **Ashley Renee Lederer** on her achievements and do hereby congratulate her on a job well done, and does hereby encourage her to continue to reach for goals that seems far away, but never out of reach of hope.

This the _____ day of _____, 2022.

Randy Thompson, Chairman
Board of Commissioners

ATTEST:

Daralyn Spivey, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners

ACTION AGENDA ITEM

August 1, 2022

Action Item # VII. - 1.

From:
Elizabeth Bynum

Administration - ARPA Revenue Replacement Project - Radio Upgrades

Issue/Action Requested:

Request that the Board of Commissioners approve one of the Revenue Replacement Projects that is part of the overall American Rescue Plan Act (ARPA) implementation. This project, titled "Radio Upgrades" on the approved list, is the overhaul of radios used by the Sheriff's Office, Emergency Management, and Health Department and includes more than 500 radios at a value of \$3,156,810.76.

Background/Purpose of Request:

In this agenda item there are three agreements associated with the three aforementioned departments. The breakdown of radios is as follows: 505 radios for the Sheriff's Office's divisions including law enforcement, court security, 911 Communications, and Animal Protective Services at \$3,038,250.50; eight radios for Emergency Management at \$56,879.06; and finally, 12 radios for the Health Department at \$61,681.20. The "Radio Upgrades" project is needed due to the upcoming North Carolina Voice Interoperability Project for Emergency Responders (VIPER) system transition to Time Division Multiple Access (TDMA) operation. All existing radio assets that are not TDMA compliant will be obsolete. A memo from the North Carolina State Highway Patrol from 2019 is included in this agenda item for additional background information. The request to complete this project now is due in large part to exponential pricing increases; for example, we've seen a 22-26% increase from early 2021 in some quote requests.

Fiscal Impact:

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Amendment appropriates committed fund balance of \$3,156,815 previously set aside by the \$10,000,000 ARPA standard allowance for General Government Services. Funds will support overhaul of mandatory radio upgrades used by the Sheriff's Office, Emergency Management and Health. The amendment includes funds for 476 new radios, updates to 49 County owned radios and associated equipment.

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve one of the Revenue Replacement Projects that is part of the overall American Rescue Plan Act (ARPA) implementation. This project, titled "Radio Upgrades" on the approved list, is the overhaul of radios used by the Sheriff's Office, Emergency Management, and Health Department and includes more than 500 radios at a value of \$3,156,810.76.

ATTACHMENTS:

Description

- ☐ NCSHP VIPER TDMA Memo 7-1-19
- ☐ Break Down by Type and Department
- ☐ Budget Amendment-General

- ▣ Budget Amendment-Health
- ▣ ARPA Project Tracking-Updated 8-1-22
- ▣ Goods and Services Agreement - Radio Purchase - Revenue Replacement - Sheriff
- ▣ Goods and Services Agreement - Radio Purchase - Revenue Replacement - Emergency Management
- ▣ Goods and Services Agreement - Radio Purchase - Revenue Replacement - Health Department

As the North Carolina Voice Interoperability Project for Emergency Responders (VIPER) continues to grow in size, it is important that the system remains at the forefront of the technological improvements afforded to our end users. In order to maintain our technological timelines and to be able to make the most efficient use of the resources that we have available, VIPER must begin to address our ability to implement new capabilities to ensure that we are ready for not only the continued growth of the system but also for future system enhancements.

Under our current Project 25 (P25) system architecture, we support digital operation using the Frequency Division Multiple Access or FDMA technology. As VIPER completes the migration of our current Motorola Quantar base stations to the replacement GTR base stations, VIPER will be in a position to support P25 Phase 2 operation utilizing Time Division Multiple Access or TDMA operation. TDMA would allow us to divide each channel on the system that supports voice radio traffic into two separate talk “paths”, each supporting a unique voice radio conversation. This capability would allow VIPER to potentially support more concurrent voice conversations without adding additional base stations to address the need for growth.

A transition to TDMA is still some years away and many radios from both Motorola and EF Johnson that operated on the VIPER system during the years that we were operating as a Motorola SmartZone-OmniLink 4.1 system and prior to our conversion to P25 in June, 2014, are not capable of operating in a TDMA system environment. VIPER does however need to begin to plan for the future and to address the fact that end user agencies are continuing to purchase non TDMA radios on the used market and submit activation requests to add them to the VIPER system.

Effective 1 January, 2020, VIPER will no longer allow current or new VIPER end user agencies to activate non TDMA radios on the system. This would include all models from the below list of manufacturer radios;

Motorola – XTS1500, 2500 and 5000 portable radios

Motorola – XTL1500, 2500 and 5000 mobile radios

EF Johnson – 51SL/51ES portable radios

EF Johnson – 53SL/53ES mobile radios

If a current end user can demonstrate that they already had a radio of the type listed above in their inventory prior to 1 January, 2020, exceptions may be considered to activate single radios, but only as a short term swap in the case of a stolen, damaged or missing radio that was already active on the system.

****Note****, this step in our continued effort to provide the best statewide, public safety radio system possible does not affect any radios currently in operation on the VIPER system.

Whereas a defined timeline for a system wide transition to TDMA has yet to be finalized, VIPER feels that it would be in the best interest of all end user agencies to afford them with as much advance notice and to provide some target timelines as it relates to current and future end user subscriber devices and their capabilities for TDMA operation.

Beyond the 1 January, 2020 date and the termination of the ability to add non TDMA radios to the VIPER system, there are two other future dates along with certain technical requirements associated with those dates that must be considered;

- Effective 1 July, 2022 all radios being added to the VIPER system must be ready to receive TDMA programming. It is extremely important that our end users understand exactly what this means. Many manufacturers radios may be capable of TDMA operation but were not ordered with the “feature” enabled from the factory. These radios will need to be modified in the field to add the TDMA feature, so as to be “ready” for a transition to TDMA in the future.
- Effective 1 July, 2025 all radios currently active on the VIPER system, along with all future additions to the system shall be ready to receive TDMA programming.

VIPER respects that these dates may represent challenges to our end users, especially in the area of funding since replacement radios or upgrades to existing radios will be necessary. However it is also important to consider that the system continues to grow and in order to maintain VIPER’s current level of system busies, that a move to TDMA operation would be the most cost effective manner to address future growth and system health.

VIPER would strongly recommend that as soon as feasibly possible, that end user agencies consider purchasing new radios with the TDMA operation already included in the radios features, so that it is not necessary to have to revisit radios to add the TDMA feature in advance of the above listed dates.

VIPER has created a new email address specifically for TDMA related questions regarding this memorandum and any other VIPER TDMA related items. Please utilize viper-tdma@ncshp.org for any TDMA related inquiries.

Revenue Replacement Funded Project -- Radio Upgrades

	<u>Cost per Item</u>	<u>Sheriff's Office</u>		<u>Health Department</u>		<u>Emergency Services</u>		<u>Totals</u>	
		<u>Quantity</u>	<u>Cost</u>	<u>Quantity</u>	<u>Cost</u>	<u>Quantity</u>	<u>Cost</u>	<u>Quantity</u>	<u>Cost</u>
Radios									
APX 8000	8,360.50	232	1,939,636.00	-	-	-	-	232	1,939,636.00
APX 4500 Enhanced	3,939.95	-	-	-	-	2	7,879.90	2	7,879.90
APX 4500 Enhanced	4,327.75	207	895,844.25	-	-	-	-	207	895,844.25
APX 4500 Enhanced	4,461.09	-	-	-	-	2	8,922.18	2	8,922.18
APX 4500 Enhanced	4,729.75	4	18,919.00	-	-	-	-	4	18,919.00
APX 6000	4,704.76	-	-	12	56,457.12	-	-	12	56,457.12
APX 8500 All Band	8,813.75	10	88,137.50	-	-	-	-	10	88,137.50
APX 8000 Series APX8000XE	8,464.21	-	-	-	-	4	33,856.84	4	33,856.84
APX 8000 Series APX8000XE	8,934.25	1	8,934.25	-	-	-	-	1	8,934.25
APX 8000 Series APX8000XE	8,913.25	2	17,826.50	-	-	-	-	2	17,826.50
Subtotal Radios		456	2,969,297.50	12	56,457.12	8	50,658.92	476	3,076,413.54
Digital Trunking									
*These are not new radios. This allows current owned radios to be compliant with the VIPER switch.									
APX4000FLASHPORT	822.00	37	30,414.00	-	-	-	-	37	30,414.00
APX4500FLASHPORT	822.00	9	7,398.00	-	-	-	-	9	7,398.00
APX7000FLASHPORT	569.00	3	1,707.00	-	-	-	-	3	1,707.00
Subtotal Existing Radio Update		49	39,519.00	-	-	-	-	49	39,519.00
Accessories	Var.	Var.	249,434.00		5,224.08		6,220.14		260,878.22
Bulk Discount	n/a	n/a	(220,000.00)		-		-		(220,000.00)
Grand Total		505	3,038,250.50	12	61,681.20	8	56,879.06	525	3,156,810.76

Request Info						
Type	Budget Amendment					
Description	Mandatory Radio Upgrades					
Justification	Board Meeting 08/01/2022 - Appropriate Committed Fund Balance of \$3,156,815 set aside by the \$10,000,000 ARPA Standard Allowance for General Governmental Services. Funds will support overhaul of mandatory radio upgrades used by the Sheriff's Office, Emergency Management and Health. Amendment includes funds for 476 new radios, updates to 49 County owned radios and associated equipment.					
Originator	CHRISTINA KENNEDY					
Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104375	455000	Central Communications Center	Cap Outlay-Equipment	1904310	Increase	Debit
104375	426200	Central Communications Center	Operating Equip \$500 - \$4 999	1021498	Increase	Debit
104375	426100	Central Communications Center	Equipment Less Than \$500	112443	Increase	Debit
104330	455000	Emergency Services	Cap Outlay-Equipment	33857	Increase	Debit
104330	426200	Emergency Services	Operating Equip \$500 - \$4 999	18017	Increase	Debit
104330	426100	Emergency Services	Equipment Less Than \$500	5007	Increase	Debit
100000	399100	General Revenues	Fund Balance Appropriated	3156815	Increase	Credit
109800	498013	Interfund Trans General Fund	Trans To Health	61683	Increase	Debit
Total						
Grand Total:			6313630			

Request Info	
Type	Budget Amendment
Description	Mandatory Radio Upgrades Hlth
Justification	Board Meeting 08/01/2022 - Appropriate Committed Fund Balance of \$61,683 set aside by the \$10,000,000 ARPA Standard Allowance for General Governmental Services. Funds will support overhaul of mandatory radio upgrades used by Health Services. Amendment includes funds for 12 new radios, and associated equipment.
Originator	CHRISTINA KENNEDY

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
139800	398110	Interfund Transfer Health	Trans Frm General Fund	61683	Increase	Credit
135186	426200	Bioterrorism Preparedness	Operating Equip \$500 - \$4 999	56458	Increase	Debit
135186	426100	Bioterrorism Preparedness	Equipment Less Than \$500	5225	Increase	Debit

Total	
Grand Total:	123366

Preliminary ARPA Funding Summary

Use	Original Amount	Changes	Current Amount	Purpose
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ARPA Eligible Project

Employee Pay**	\$ 2,369,543	\$ -	\$ 2,369,543	Essential Employee and premium pay for employees
Parks & Recreation Projects**	\$ 2,000,000	\$ -	\$ 2,000,000	Capital projects at parks in Qualified Census Tracts (QCTs) throughout the County
Ambulances (3) (EMS)	\$ 900,000	\$ -	\$ 900,000	Purchase three new ambulances to better respond to service demand and equip new employee additions
Air Purification System for County Campus Buildings	\$ 650,000	\$ -	\$ 650,000	Install air purification systems throughout campus to reduce opportunities for the spread of airborne illnesses
Cyber Sec. improvements and Audio/Video Upgrades (General Govt and Utilities)	\$ 500,000	\$ -	\$ 500,000	Make cyber-security and internet connectivity enhancements across County Campus/Facilities
Library Service Enhancements (Library)	\$ 500,000	\$ -	\$ 500,000	Capital and program funding to address digital literacy and improve community internet access; book mobile
Administrative and Reporting Expenses (Finance)	\$ 150,000	\$ -	\$ 150,000	Maintain for administrative or reporting expenses that may be incurred
Personal Protective Equipment (all departments)	\$ 50,000	\$ -	\$ 50,000	Purchase PPE for respective departments to ensure future inventory
Water/Sewer Projects (Utilities)	\$ 7,000,000	\$ (1,930,279)	\$ 5,069,721	Capital replacement of aged water and sewer infrastructure
SE Area Improvements	\$ -	\$ 1,930,279	\$ 1,930,279	Project to address reduced pressure issues that may arise during seasonal peak demand times. Improvements consist of engineering study and may include an elevated water storage tank in the St. James - Middleton Road area.
Lead and Copper Programs (Utilities)	\$ 1,400,000	\$ -	\$ 1,400,000	Lead and Copper mitigation program funding

Preliminary ARPA Funding Summary

Use	Original Amount	Changes	Current Amount	Purpose
Health & Human Services Building Construction (Health Dept)	\$ 1,000,000	\$ -	\$ 1,000,000	Portion of building cost related to public health service expansion and COVID-19 response
Future Projects (Remainder)	\$ 1,221,568	\$ -	\$ 1,221,568	TBD
Subtotal Eligible Project Expense	\$ 17,741,111	\$ -	\$ 17,741,111	

Revenue Replacement Expense (\$10 million)

Radio Upgrades (Sheriff, EM, EMS, Env Health)	\$ 3,417,000	\$ (260,185)	\$ 3,156,815	Mandatory Radio upgrades needed for Sheriff/Public Safety Departments
Mobile Medical Outreach Unit (Health Dept)	\$ 500,000	\$ -	\$ 500,000	Mobile Outreach Vehicle to provide pandemic response services to rural areas of the County
Portable Shelters	\$ 300,000	\$ -	\$ 300,000	Purchase (2) portable shelters for multi-purpose use, including emergency/disaster response, sheltering, and vaccine rollout. Include shelter, generator, climate control, lighting, etc.
Upgrade Commissioner Chamber Technology	\$ 150,000	\$ -	\$ 150,000	Upgrade A/V system and security cameras in Chambers
Brunswick Community College Parking Lot Improvement/Repair (Vaccine Site)	\$ 100,000	\$ -	\$ 100,000	Parking lot repair to areas utilized for mass vaccination site by the County
County Volunteer Fire Department Grants	\$ 650,000	\$ -	\$ 650,000	Grant funds for Volunteer Fire Departments to use for new radio purchases, equipment, or other operational needs (\$50k for 13 departments)
Non-Profit Community Assistance	\$ 750,000	\$ -	\$ 750,000	Open pool of funds to prioritize for local non-profits serving the community. Program qualifications yet to be established.

Preliminary ARPA Funding Summary

Use	Original Amount	Changes	Current Amount	Purpose
Small Business Assistance Programs	\$ 1,000,000	\$ -	\$ 1,000,000	Small Business Grants for local businesses impacted by COVID-19. Program to be administered by BCC Small Business Program. Program qualifications yet to be established.
Mobile Command Vehicle (Sheriff)	\$ 1,200,000	\$ -	\$ 1,200,000	Replace existing aged vehicle. There is need for additoinal space and updated technology in existing unit
Armored Rapid Response Vehicle (Sheriff)	\$ 333,000	\$ -	\$ 333,000	Used for evacuation and recovery during emergencies, negotiating tight quarters, responding to calls that pose imminent threat
Community Improvement Program Funding (Planning/Community Improvement)	\$ 250,000	\$ -	\$ 250,000	Invest in removal/cleanup of dilapidated structures throughout Brunswick County
Housing Improvement & Weatherization	\$ 250,000	\$ -	\$ 250,000	Funding to address minimum housing and weatherization issues throughout the County. Program is antificapted to be run through WARM
Emergency Operations Plan and Continuity of Operations Plan	\$ -	\$ 159,500	\$ 159,500	Added July 18, 2022, reduced Remaining Funds
Remaining Funds	\$ 1,100,000	\$ 100,685	\$ 1,200,685	Funds that could be spent on future projects, or for cost overruns with approved project list
Subtotal Non-Eligible Project Expense	\$ 10,000,000	\$ -	\$ 10,000,000	
Grand Total	\$ 27,741,111		\$ 27,741,111	
Total Award	\$ 27,741,111		\$ 27,741,111	
Difference (+/-)	\$ -		\$ -	
Eligible Project Expense Total	\$ 17,741,111		\$ 17,741,111	
Non-Eligible Project Expense Total	\$ 10,000,000		\$ 10,000,000	

Preliminary ARPA Funding Summary

Use	Original Amount	Changes	Current Amount	Purpose
Warehouse/Storage Building	\$ 1,500,000	\$ -	\$ 1,500,000	Construct or purchase storage/warehouse facility for County-wide use as space constraints impact facility effectiveness. <i>[Removed from list and is proposed to be funded as a separate capital project using FY22 surplus funds]</i>

NORTH CAROLINA

GOODS AND SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS GOODS AND SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County”), party of the first part and Motorola Solutions, Inc. (hereinafter referred to as “Provider”), party of the second part.

WITNESSETH:

1. GOODS AND SERVICES; FEES

The goods to be purchased and the services to be performed under this Agreement (hereinafter referred to collectively as the “Project”) and the agreed upon fees for the Project are set forth on Exhibit “A” attached hereto and in North Carolina State Contract No. 725G (“State Contract”).

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 08/01/2022 (the “Effective Date”) and continues in effect until 07/31/2025, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days’ written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation

and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay costs as specified in Exhibit "A" or as set out above for the completion of the Project in conformance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all product delivered or work 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 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 performing the work under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

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

6. PROVIDER REPRESENTATIONS

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

- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;
- d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Provider shall not violate any agreement with any third party by entering into or performing the work under this Agreement;
- f. Provider will provide all goods and perform all work in conformity with the specifications and requirements of this Agreement;
- g. Provider shall exercise reasonable care and diligence when performing the work hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;
- h. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- i. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. WARRANTIES

Provider's warranties are set forth in the State Contract. 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, if any.

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

9. NON-ENDORSEMENT AND PUBLICITY

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

10. NON-EXCLUSIVITY

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

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

12. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

13. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, employees, and agents who are authorized to use the equipment and services from and against all actions, liability, claims, suits, damages, costs or expenses 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 in connection with or arising out of the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

14. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits consistent with the coverage stated in Attachment 1. 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.

Provider shall furnish a Certificate of Insurance from a licensed insurance agent verifying the existence of any insurance coverage required herein. Provider 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) for claims that are determined to be the fault of Provider or those working on Provider's behalf, it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

15. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

16. REMEDIES

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
 - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the goods and/or services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
 - ii. Deduct any and all expenses incurred by County in obtaining the goods and/or performing the services from any money then due or to become due Provider and, should the County's cost of obtaining the goods and/or performing the services exceed the amount due Provider, collect the amount due from Provider.
- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

17. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

18. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with completing the Project. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with completing the Project and other persons who may be affected thereby.

19. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

20. COMPLIANCE WITH E-VERIFY PROGRAM

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

Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

21. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the “Discloser,” and the party receiving Confidential Information is the “Recipient.” “Confidential Information” shall mean any nonpublic information concerning the parties’ respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser’s sole expense.

22. OWNERSHIP OF WORK PRODUCT

Should Provider’s performance under this Agreement generate documents or other work product that are specific to the Project hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider.

23. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

24. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

25. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

26. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

27. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral, related specifically to the subject matter hereof and the purchases set forth in Exhibit "A."

29. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

30. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

31. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

32. NOTICES

- a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:
 - i. For the County: Brunswick County Manager
P. O. Box 249
Bolivia, NC 28422
 - ii. For the Provider: Motorola Solutions, Inc.
500 West Monroe Street, 43rd Floor
Chicago, IL 60661

33. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S. § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S. § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

 Clerk to the Board

 By:

 Chairman, Board of Commissioners

[SEAL]

MOTOROLA SOLUTIONS, INC.By: Scott Hopkins

Printed Name: Scott Hopkins

Title: Territory Vice PresidentDate: 7/26/2022

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

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

APPROVED AS TO FORM

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

**EXHIBIT "A"**

QUOTE-1650014
Subscriber Upgrade

Billing Address:
BRUNSWICK, COUNTY OF
PO BOX 9
BOLIVIA, NC 28422
US

Quote Date:06/24/2022
Expiration Date:09/30/2022
Quote Created By:
Joseph Knox
Account Manager - Eastern, NC
Joseph.Knox@
Motorolasolutions.com
910-800-0832

End Customer:
BRUNSWICK, COUNTY OF
Joe Quarino
joe.quarino@brunswicksheriff.com
+1.910.253.4376

Contract: 19144 - 725G NORTH
CAROLINA, STATE OF (NON-ARIBA
BASED POS)
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	232	\$11,107.00	\$8,360.50	\$1,939,636.00
1a	H869BW	ENH: MULTIKEY	232			
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	232			
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	232			
1d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	232			
1e	QA05594AA	ALT: BATT IMPRES 2 LIION DIV2 3400	232			
1f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	232			
1g	QA00580AA	ADD: TDMA OPERATION	232			
1h	QA09001AB	ADD: WIFI CAPABILITY	232			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-1650014
Subscriber Upgrade

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1i	H38BS	ADD: SMARTZONE OPERATION	232			
1j	QA07682AA	ADD: SMARTCONNECT	232			
1k	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	232			
2	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	232	\$169.56	\$127.17	\$29,503.44
3	NMN6274B	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK	232	\$397.98	\$298.49	\$69,249.68
	APX™ 4500 Enhanced					
4	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	207	\$5,722.00	\$4,327.75	\$895,844.25
4a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	207			
4b	GA00580AA	ADD: TDMA OPERATION	207			
4c	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	207			
4d	GA09001AA	ADD: WI-FI CAPABILITY	207			
4e	G444AH	ADD: APX CONTROL HEAD SOFTWARE	207			
4f	W22BA	ADD: STD PALM MICROPHONE APX	207			
4g	W969BG	ADD: MULTIKEY OPERATION	207			
4h	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	207			
4i	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	207			
4j	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	207			
4k	GA01770AA	ENH: ENHANCEMENT LEVEL 1	207			



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-1650014
Subscriber Upgrade

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
4l	G67DP	ADD: REMOTE NO CONTROL HEAD APXM	207			
4m	G142AD	ADD: NO SPEAKER APX	207			
4n	GA00179AB	ADD: NO REMOTE CABLE NEEDED APX	207			
4o	G89AC	ADD: NO RF ANTENNA NEEDED	207			
4p	G88AM	ADD: APX MOBILE NO CONTROL HEAD	207			
	APX™ Control Head/ Mounting Kits/DEK BOX/ Multiplexers					
5	H1930A	E5 CH	207	\$855.00	\$641.25	\$132,738.75
5a	G90AC	ADD: NO MICROPHONE NEEDED APX	207			
5b	GA01755AA	ADD: E5 REMOTE CHIB	207			
5c	G142AD	ADD: NO SPEAKER APX	207			
5d	GA01282AA	ADD: NO REMOTE TIB	207			
5e	GA01301AA	ADD: NO PWR CBL	207			
5f	GA00179AB	ADD: NO REMOTE CABLE NEEDED APX	207			
5g	GA01297AA	ADD: NO ACCESSORY CABLE	207			
	FLASHport Series	APX4000FLASHPORT				
6	T7907A	9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	1	\$822.00	\$822.00	\$4,932.00
6a	QA00580AE	ENH: TDMA OPERATION	6			
6b	QA01770AG	ENH: ENHANCEMENT LEVEL 1	6			
	APX™ 4500 Enhanced					
7	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	4	\$6,258.00	\$4,729.75	\$18,919.00
7a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	4			



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-1650014
Subscriber Upgrade

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
7b	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	4			
7c	W665BF	ADD: BASE STATION OP APX	4			
7d	G66BF	ADD: DASH MOUNT O2 APXM	4			
7e	GA00580AA	ADD: TDMA OPERATION	4			
7f	G142AD	ADD: NO SPEAKER APX	4			
7g	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	4			
7h	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	4			
7i	GA09001AA	ADD: WI-FI CAPABILITY	4			
7j	GA00804AA	ADD: APX O2 CH (GREY)	4			
7k	G89AC	ADD: NO RF ANTENNA NEEDED	4			
7l	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4			
7m	W969BG	ADD: MULTIKEY OPERATION	4			
7n	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	4			
7o	W382AM	ADD: CONTROL STATION DESK GCAI MIC	4			
7p	GA01770AA	ENH: ENHANCEMENT LEVEL 1	4			
	APX™ 8500					
8	M37TXS9PW1AN	APX8500 ALL BAND HP MOBILE	10	\$11,693.00	\$8,813.75	\$88,137.50
8a	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	10			
8b	G831AD	ADD: SPKR 15W WATER RESISTANT	10			
8c	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	10			
8d	GA00580AA	ADD: TDMA OPERATION	10			



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-1650014
Subscriber Upgrade

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
8e	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	10			
8f	G51AT	ENH:SMARTZONE	10			
8g	G78AT	ENH: 3 YEAR ESSENTIAL SVC	10			
8h	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX	10			
8i	GA09001AA	ADD: WI-FI CAPABILITY	10			
8j	G610AC	ADD: REMOTE MOUNT CABLE 30 FT APX	10			
8k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10			
8l	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	10			
8m	G806BL	ENH: ASTRO DIGITAL CAI OP APX	10			
8n	GA01670AA	ADD: APX E5 CONTROL HEAD	10			
8o	GA01630AA	ADD: SMARTCONNECT	10			
8p	W969BG	ADD: MULTIKEY OPERATION	10			
8q	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	10			
8r	G361AH	ENH: P25 TRUNKING SOFTWARE APX	10			
	APX™ 8000 Series	APX8000XE				
9	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	1	\$11,872.00	\$8,934.25	\$8,934.25
9a	H869BW	ENH: MULTIKEY	1			
9b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	1			
9c	Q361AN	ADD: P25 9600 BAUD TRUNKING	1			
9d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1			



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QUOTE-1650014
Subscriber Upgrade

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
9e	QA02006AC	ENH: APX8000XE RUGGED RADIO	1			
9f	QA00580AA	ADD: TDMA OPERATION	1			
9g	Q58AL	ADD: 3Y ESSENTIAL SERVICE	1			
9h	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	1			
9i	QA09001AB	ADD: WIFI CAPABILITY	1			
9j	H38BS	ADD: SMARTZONE OPERATION	1			
9k	QA07682AA	ADD: SMARTCONNECT	1			
9l	QA01427AG	ALT: APX8000/XE HOUSING GREEN	1			
	APX™ 8000 Series	APX8000XE				
10	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	2	\$11,844.00	\$8,913.25	\$17,826.50
10a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	2			
10b	Q361AN	ADD: P25 9600 BAUD TRUNKING	2			
10c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	2			
10d	QA02006AC	ENH: APX8000XE RUGGED RADIO	2			
10e	QA00580AA	ADD: TDMA OPERATION	2			
10f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	2			
10g	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	2			
10h	QA09001AB	ADD: WIFI CAPABILITY	2			
10i	H38BS	ADD: SMARTZONE OPERATION	2			
10j	QA07682AA	ADD: SMARTCONNECT	2			
10k	H869BW	ENH: MULTIKEY	2			



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-1650014
Subscriber Upgrade

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
11	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	3	\$169.56	\$127.17	\$381.51
12	PMMN4106D	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	1	\$665.28	\$498.96	\$498.96
13	PMMN4106CBLK	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT BLACK	2	\$665.28	\$498.96	\$997.92
14	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	20	\$179.30	\$134.48	\$2,689.60
15	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA- PLUG, ACC USB CHGR	2	\$1,420.20	\$1,065.15	\$2,130.30
16	AN000342A01	ANTENNA, WHIP,V U 7/800 GPS ANTENNA	10	\$118.80	\$89.10	\$891.00
17	NNTN7686A	IMPRESMUC ADAPTER (PK OF 6 INSERTS)	2	\$223.56	\$167.67	\$335.34
18	PMPN4284A	CHARGER DESKTOP MULTI- UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US/NA	4	\$707.40	\$530.55	\$2,122.20
19	PMLN7732A	ACCESSORY KIT,UNIVERSAL CARRY HOLSTER	50	\$32.40	\$24.30	\$1,215.00
20	RLN6554A	APX WIRELESS RSM W/ DUC US/NA/JP/TW	6	\$324.00	\$243.00	\$1,458.00
21	RLN6434B	APX TRAVEL CHARGER	40	\$119.99	\$89.99	\$3,599.60
22	HSN4038A	SPEAKER,SPKR. 7.5 W REMOTE	20	\$65.34	\$49.01	\$980.20
23	HKN6169B	CABLE, REMOTE MOUNT, 5M	10	\$85.67	\$64.25	\$642.50
	FLASHport Series	APX4000FLASHPORT				
24	T7907A	9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	1	\$822.00	\$822.00	\$25,482.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-1650014
Subscriber Upgrade

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
24a	QA01770AG	ENH: ENHANCEMENT LEVEL 1	31			
24b	QA00580AE	ENH: TDMA OPERATION	31			
	FLASHport Series	APX4500FLASHPORT				
25	T8012A	9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	1	\$822.00	\$822.00	\$7,398.00
25a	GA01770AC	ENH: ENHANCEMENT LEVEL 1	9			
25b	GA00580AC	ENH: UPGRADE TO TDMA	9			
	FLASHport Series	APX7000FLASHPORT				
26	T7553A	DIGITAL SMARTZONE	1	\$569.00	\$569.00	\$1,707.00
26a	QA00580AB	ENH: TDMA OPERATION	3			
27	Incentive	Bulk purchase discount Expiration Date: 08/24/2022	1	-\$220,000.00	-\$220,000.00	-\$220,000.00

Subtotal \$4,310,896.02

Total Discount Amount \$1,272,645.52

Grand Total \$3,038,250.50(USD)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

ATTACHMENT 1**CERTIFICATE OF LIABILITY INSURANCE**DATE(MM/DD/YYYY)
07/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B: Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER C: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: Liberty Mutual Fire Ins Co	23035	INSURER C: Liberty Insurance Corporation	42404	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Motorola Solutions, Inc. including Avigilon USA Corporation Attn Stephanie Lampi 500 West Monroe Chicago IL 60661 USA															

COVERAGES**CERTIFICATE NUMBER:** 570094336913**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			TB2641005169072	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AS2-641-005169-012	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA764D005169082 All Other States WC7641005169092 WI	07/01/2022	07/01/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	E&O-MPL-Primary			013404599 Professional/Cyber/E&O SIR applies per policy terms & conditions	07/01/2022	07/01/2023	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

Motorola Solutions, Inc. including Avigilon USA Corporation 500 W. Monroe Street Chicago IL 60661 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Holder Identifier : EOC

Certificate No : 570094336913

NORTH CAROLINA

GOODS AND SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS GOODS AND SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County”), party of the first part and Motorola Solutions, Inc. (hereinafter referred to as “Provider”), party of the second part.

WITNESSETH:

1. GOODS AND SERVICES; FEES

The goods to be purchased and the services to be performed under this Agreement (hereinafter referred to collectively as the “Project”) and the agreed upon fees for the Project are set forth on Exhibit “A” attached hereto and in North Carolina State Contract No. 725G (“State Contract”).

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 08/01/2022 (the “Effective Date”) and continues in effect until 07/31/2025, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days’ written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation

and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay costs as specified in Exhibit "A" or as set out above for the completion of the Project in conformance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all product delivered or work 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 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 performing the work under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

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

6. PROVIDER REPRESENTATIONS

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

- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;
- d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Provider shall not violate any agreement with any third party by entering into or performing the work under this Agreement;
- f. Provider will provide all goods and perform all work in conformity with the specifications and requirements of this Agreement;
- g. Provider shall exercise reasonable care and diligence when performing the work hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;
- h. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- i. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. WARRANTIES

Provider's warranties are set forth in the State Contract. 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, if any.

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

9. NON-ENDORSEMENT AND PUBLICITY

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

10. NON-EXCLUSIVITY

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

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

12. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

13. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, employees, and agents who are authorized to use the equipment and services from and against all actions, liability, claims, suits, damages, costs or expenses 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 in connection with or arising out of the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

14. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits consistent with the coverage stated in Attachment 1. 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.

Provider shall furnish a Certificate of Insurance from a licensed insurance agent verifying the existence of any insurance coverage required herein. Provider 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) for claims that are determined to be the fault of Provider or those working on Provider's behalf, it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

15. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

16. REMEDIES

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
 - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the goods and/or services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
 - ii. Deduct any and all expenses incurred by County in obtaining the goods and/or performing the services from any money then due or to become due Provider and, should the County's cost of obtaining the goods and/or performing the services exceed the amount due Provider, collect the amount due from Provider.
- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

17. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

18. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with completing the Project. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with completing the Project and other persons who may be affected thereby.

19. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

20. COMPLIANCE WITH E-VERIFY PROGRAM

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

Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

21. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the “Discloser,” and the party receiving Confidential Information is the “Recipient.” “Confidential Information” shall mean any nonpublic information concerning the parties’ respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser’s sole expense.

22. OWNERSHIP OF WORK PRODUCT

Should Provider’s performance under this Agreement generate documents or other work product that are specific to the Project hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider.

23. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

24. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

25. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

26. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

27. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral, related specifically to the subject matter hereof and the purchases set forth in Exhibit "A."

29. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

30. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

31. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

32. NOTICES

- a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:
 - i. For the County: Brunswick County Manager
P. O. Box 249
Bolivia, NC 28422
 - ii. For the Provider: Motorola Solutions, Inc.
500 West Monroe Street, 43rd Floor
Chicago, IL 60661

33. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S. § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S. § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY_____
Clerk to the BoardBy: _____
Chairman, Board of Commissioners

[SEAL]

MOTOROLA SOLUTIONS, INC.By: Kristin Donovan

Printed Name: Kristin Donovan

Title: North Carolina Direct Manager

Date: 7/26/2022

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

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

APPROVED AS TO FORM

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



EXHIBIT "A"

QUOTE-1812901

Billing Address:
BRUNSWICK, COUNTY OF
PO BOX 249
BOLIVIA, NC 28422
US

Quote Date:07/11/2022
Expiration Date:09/30/2022
Quote Created By:
Mike Cavalluzzi
mikecavalluzzi@callmc.com

End Customer:
BRUNSWICK, COUNTY OF
Edward Conrow

Contract: 19144 - 725G NORTH
CAROLINA, STATE OF (NON-ARIBA
BASED POS)
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE			
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	4	\$8,464.21	\$33,856.84
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	4		
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING	4		
1c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	4		
1d	QA02006AC	ENH: APX8000XE RUGGED RADIO	4		
1e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	4		
1f	QA00580AA	ADD: TDMA OPERATION	4		
1g	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	4		
1h	QA09001AB	ADD: WIFI CAPABILITY	4		
1i	H38BS	ADD: SMARTZONE OPERATION	4		
1j	QA07682AA	ADD: SMARTCONNECT	4		
1k	QA01427AG	ALT: APX8000/XE HOUSING GREEN	4		



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-1812901

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
1l	H869BW	ENH: MULTIKEY	4		
2	PMMN4106D	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	4	\$498.96	\$1,995.84
3	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	4	\$159.23	\$636.92
4	NNTN7624C	CHARGER,CHR IMP VEH EXT NA/EU KIT	4	\$382.32	\$1,529.28
Product Services					
5	LSV00Q00202A	DEVICE PROGRAMMING	4	\$49.00	\$196.00
APX™ 4500 Enhanced					
6	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	2	\$3,939.95	\$7,879.90
6a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	2		
6b	GA00580AA	ADD: TDMA OPERATION	2		
6c	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	2		
6d	G67DP	ADD: REMOTE NO CONTROL HEAD APXM	2		
6e	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	2		
6f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2		
6g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2		
6h	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	2		
6i	G88AM	ADD: APX MOBILE NO CONTROL HEAD	2		
6j	W22BA	ADD: STD PALM MICROPHONE APX	2		
6k	W969BG	ADD: MULTIKEY OPERATION	2		



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



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Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
6l	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	2		
6m	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	2		
6n	GA01770AA	ENH: ENHANCEMENT LEVEL 1	2		
	APX™ Control Head/Mounting Kits/DEK BOX/Multiplexers				
7	H1930A	E5 CH	2	\$607.05	\$1,214.10
7a	G90AC	ADD: NO MICROPHONE NEEDED APX	2		
7b	GA01755AA	ADD: E5 REMOTE CHIB	2		
7c	G142AD	ADD: NO SPEAKER APX	2		
7d	GA01282AA	ADD: NO REMOTE TIB	2		
7e	GA01301AA	ADD: NO PWR CBL	2		
7f	GA00179AB	ADD: NO REMOTE CABLE NEEDED APX	2		
7g	GA01297AA	ADD: NO ACCESSORY CABLE	2		
	Product Services				
8	LSV00Q00203A	DEVICE INSTALLATION	2	\$275.00	\$550.00
	APX™ 4500 Enhanced				
9	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	2	\$4,461.09	\$8,922.18
9a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	2		
9b	W665BF	ADD: BASE STATION OP APX	2		
9c	G91AF	ADD: CNTRL STATION PWR SUPPLY	2		
9d	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	2		
9e	G66BF	ADD: DASH MOUNT O2 APXM	2		
9f	GA00580AA	ADD: TDMA OPERATION	2		
9g	G142AD	ADD: NO SPEAKER APX	2		



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-1812901

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
9h	GA00804AA	ADD: APX O2 CH (GREY)	2		
9i	G89AC	ADD: NO RF ANTENNA NEEDED	2		
9j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2		
9k	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	2		
9l	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	2		
9m	GA01770AA	ENH: ENHANCEMENT LEVEL 1	2		
9n	W969BG	ADD: MULTIKEY OPERATION	2		
9o	W382AM	ADD: CONTROL STATION DESK GCAI MIC	2		
Product Services					
10	LSV00Q00202A	DEVICE PROGRAMMING	2	\$49.00	\$98.00

Grand Total **\$56,879.06(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

ATTACHMENT 1**CERTIFICATE OF LIABILITY INSURANCE**DATE(MM/DD/YYYY)
07/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B: Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER C: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: Liberty Mutual Fire Ins Co	23035	INSURER C: Liberty Insurance Corporation	42404	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															
INSURED Motorola Solutions, Inc. including Avigilon USA Corporation Attn Stephanie Lampi 500 West Monroe Chicago IL 60661 USA															

COVERAGES**CERTIFICATE NUMBER:** 570094336913**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			TB2641005169072	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY			AS2-641-005169-012	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA764D005169082 All Other States WC7641005169092 WI	07/01/2022	07/01/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	E&O-MPL-Primary			013404599 Professional/Cyber/E&O SIR applies per policy terms & conditions	07/01/2022	07/01/2023	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

Motorola Solutions, Inc. including Avigilon USA Corporation 500 W. Monroe Street Chicago IL 60661 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Holder Identifier : EOC

Certificate No : 570094336913



NORTH CAROLINA

GOODS AND SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS GOODS AND SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County”), party of the first part and Motorola Solutions, Inc. (hereinafter referred to as “Provider”), party of the second part.

WITNESSETH:

1. GOODS AND SERVICES; FEES

The goods to be purchased and the services to be performed under this Agreement (hereinafter referred to collectively as the “Project”) and the agreed upon fees for the Project are set forth on Exhibit “A” attached hereto and in North Carolina State Contract No. 725G (“State Contract”).

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 08/01/2022 (the “Effective Date”) and continues in effect until 07/31/2025, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days’ written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation

and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay costs as specified in Exhibit "A" or as set out above for the completion of the Project in conformance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all product delivered or work 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 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 performing the work under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

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

6. PROVIDER REPRESENTATIONS

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

- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;
- d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Provider shall not violate any agreement with any third party by entering into or performing the work under this Agreement;
- f. Provider will provide all goods and perform all work in conformity with the specifications and requirements of this Agreement;
- g. Provider shall exercise reasonable care and diligence when performing the work hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;
- h. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- i. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. WARRANTIES

Provider's warranties are set forth in the State Contract. 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, if any.

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

9. NON-ENDORSEMENT AND PUBLICITY

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

10. NON-EXCLUSIVITY

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

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

12. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

13. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, employees, and agents who are authorized to use the equipment and services from and against all actions, liability, claims, suits, damages, costs or expenses 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 in connection with or arising out of the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

14. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits consistent with the coverage stated in Attachment 1. 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.

Provider shall furnish a Certificate of Insurance from a licensed insurance agent verifying the existence of any insurance coverage required herein. Provider 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) for claims that are determined to be the fault of Provider or those working on Provider's behalf, it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

15. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

16. REMEDIES

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
 - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the goods and/or services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
 - ii. Deduct any and all expenses incurred by County in obtaining the goods and/or performing the services from any money then due or to become due Provider and, should the County's cost of obtaining the goods and/or performing the services exceed the amount due Provider, collect the amount due from Provider.
- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

17. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

18. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with completing the Project. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with completing the Project and other persons who may be affected thereby.

19. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

20. COMPLIANCE WITH E-VERIFY PROGRAM

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

Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

21. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the “Discloser,” and the party receiving Confidential Information is the “Recipient.” “Confidential Information” shall mean any nonpublic information concerning the parties’ respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser’s sole expense.

22. OWNERSHIP OF WORK PRODUCT

Should Provider’s performance under this Agreement generate documents or other work product that are specific to the Project hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider.

23. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

24. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

25. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

26. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

27. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral, related specifically to the subject matter hereof and the purchases set forth in Exhibit "A."

29. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

30. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

31. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

32. NOTICES

- a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:
 - i. For the County: Brunswick County Manager
P. O. Box 249
Bolivia, NC 28422
 - ii. For the Provider: Motorola Solutions, Inc.
500 West Monroe Street, 43rd Floor
Chicago, IL 60661

33. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S. § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S. § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY_____
Clerk to the BoardBy: _____
Chairman, Board of Commissioners

[SEAL]

MOTOROLA SOLUTIONS, INC.By: Kristin Donovan

Printed Name: Kristin Donovan

Title: North Carolina Direct Manager

Date: 7/27/2022

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

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

APPROVED AS TO FORM

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

**EXHIBIT "A"**

QUOTE-1813044

Billing Address:
BRUNSWICK, COUNTY OF
PO BOX 9
BOLIVIA, NC 28422
US

Quote Date:07/11/2022
Expiration Date:09/30/2022
Quote Created By:
Mike Cavalluzzi
mikecavalluzzi@callmc.com

End Customer:
BRUNSWICK, COUNTY OF
Ed Conrow

Contract: 19144 - 725G NORTH
CAROLINA, STATE OF (NON-ARIBA
BASED POS)
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000			
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	12	\$4,704.76	\$56,457.12
1a	QA07577AA	ALT: BATT IMPRES 2 LIION TIA4950 IP68 3100T STD	12		
1b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	12		
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	12		
1d	H38BT	ADD: SMARTZONE OPERATION	12		
1e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	12		
1f	QA00580AC	ADD: TDMA OPERATION	12		
1g	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	12		
	Product Services				
2	LSV00Q00202A	DEVICE PROGRAMMING	12	\$49.00	\$588.00
3	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	12	\$152.25	\$1,827.00
4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	12	\$127.17	\$1,526.04



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-1813044

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
5	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	12	\$106.92	\$1,283.04

Grand Total	\$61,681.20(USD)
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Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

ATTACHMENT 1**CERTIFICATE OF LIABILITY INSURANCE**DATE(MM/DD/YYYY)
07/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B: Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER C: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: Liberty Mutual Fire Ins Co	23035	INSURER C: Liberty Insurance Corporation	42404	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED Motorola Solutions, Inc. including Avigilon USA Corporation Attn Stephanie Lampi 500 West Monroe Chicago IL 60661 USA															

COVERAGES**CERTIFICATE NUMBER:** 570094336913**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			TB2641005169072	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY			AS2-641-005169-012	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA764D005169082 All Other States WC7641005169092 WI	07/01/2022	07/01/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	E&O-MPL-Primary			013404599 Professional/Cyber/E&O SIR applies per policy terms & conditions	07/01/2022	07/01/2023	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

Motorola Solutions, Inc. including Avigilon USA Corporation 500 W. Monroe Street Chicago IL 60661 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Holder Identifier : EOC

Certificate No : 570094336913