

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

CONTRACT

THIS CONTRACT, made and entered into this the 6th day of April, 1998, by and between Brunswick County, a body corporate and politic, duly organized under the laws and Constitution of the State of North Carolina, and the TOWN OF CASWELL BEACH, a municipal corporation of the State of North Carolina, situated in Brunswick County, North Carolina:

WITNESSETH

In consideration of the monies hereinafter stated and the mutual promises and other valuable consideration by and between the parties, the parties hereby contract and agree as follows:

1. **Services Rendered** - Brunswick County shall provide continuing water distribution system maintenance services to the citizens and residents of the Town of Caswell Beach, to the extent possible within the boundaries of manpower and equipment available to Brunswick County. Said services shall include the following:

- A. All maintenance and construction which includes, but not limited to:
 - Installation of water meters (new and/or replacements)(For this item, the Town will provide the County as much advance notice as possible, otherwise the Town may contract for this service independently on a case by case basis with a licensed service provider)
 - Repair/replacement of distribution/service lines (up to meter/cut off valve)
 - Calibration of master meters servicing the private developments (Oak Island Beach Villas, Caswell Dunes, Arboretum, Ocean Greens, the Baptist Assembly (Fort Caswell) and the USCG-Oak Island Station)
 - Maintenance repair of all fire hydrants/blow-offs and gate valves. Main line breaks can occur after regular business hours and may require emergency response by personnel in the evenings or on weekends.
 - Utility-installation location
- B. Meter Reading

Quarterly Basis:

- Number of water accounts - Current: 172 Projected: 270
(Projection includes private developments, but do not limit terms of contract)

C. Water Sampling

<u>Qty</u>	<u>Type</u>	<u>Frequency</u>
One (1)	Coliform	Monthly
One (1)	Trihalomethane (THM)	Annually
Ten (10)	Lead/Copper	Every 3 years

(This scheduled will be adjusted to conform to Federal and State monitoring requirements and compensation will be adjusted according to Item #3 herein)

D. Flushing Water Distribution Lines

- Coordinated flushing of all water distribution lines on a quarterly basis
(County Utilities Department currently flushes up to the County meter at the Town's entry point)
- Additional flushing of all or part of the water distribution lines, as needed

E. Function as certified distribution operator

- To be operator in responsible charge
- Responsible for the distribution portion of the water system (commencing 1 July 1999)

F. A direct contact and chain of command for coordination of services provided under this contract.

2. **Responsibilities of Town of Caswell Beach** - The Town of Caswell Beach shall at a minimum furnish the following:

- a. Reliable maps of the Caswell Beach Water System
- b. A direct contact and chain-of-command for coordination of services provided under this Contract
- c. Immediate notification of any changed conditions that affect the performance of services provided under this Contract

3. **Compensation for Services** - The Town of Caswell Beach shall pay to Brunswick County the following amounts for water distribution system maintenance according to 1.A through 1.D. below:

- 1.A. Maintenance and Construction - Cost plus 10% [Cost is defined as actual cost of personnel including fringe benefits and equipment (as shown on attached Schedule A) and supplies and other services].
- 1.B. Meter Reading - Lump Sum \$1300 annually: meter reading and re-reads performed outside of the quarterly scheduled reading periods shall be done at cost plus 10%.
- 1.C. Water Sampling - Lump Sum \$370 annually, except in those years during which lead and copper are tested, which shall result in an additional \$185.

Sampling requirements include:

- Flushing water distribution lines, if necessary
- Proper sample collection/documentation/packaging for transport to Caswell Beach Town Hall for pickup by private laboratory personnel
- Re-sampling, if necessary

All water samples are picked up at the Caswell Beach Town Hall by non-municipal laboratory personnel contracted by the Town of Caswell Beach.

- 1.D Flushing Water Distribution Lines - Quarterly performed for an annual Lump Sum payment of \$1100
- Flushing performed outside the quarterly scheduled flushing periods shall be done at cost plus 10%.

Compensation shall be as described above from the date of commencement and shall be adjusted annually.

4. **Renewal and Termination** - The initial term of this agreement is two years from the date of execution. This Contract may be renewed annually following the initial period upon written agreement of the parties hereto, which renewal shall be reduced to writing by May 30 of each succeeding year. Each party hereto reserves the right to terminate by failure to execute a renewal by May 30, or upon sixty (60) days written notice by one party to the other in the second year of the Contract.

5. **Indemnification** - Brunswick County, as an independent contractor, agrees to indemnify and save harmless Caswell from and against any and all actions, claims, demands, and liability of whatsoever kind and nature, including attorney fees, which Caswell may sustain or incur as a result of any negligence on the part of the County, its agents, servants or employees, whether by way of omission or commission, in the performance of its duties. It is understood that the County will be providing services for the repair, replacement and maintenance of water lines that are currently in incorporated areas of the Town that are under private ownership. The Town is to provide plans and drawings, as available, to the County; however it is understood that should said specifications be insufficient to assist the maintenance employees in finding said lines and pavement if disturbed, that the Town shall be responsible for the repair and reinstallation of the pavement, curbing or other areas so disturbed.

6. **Records Maintenance** - Brunswick County agrees to maintain and make available to the Town of Caswell Beach accurate records of water distribution system maintenance provided to the Town of Caswell Beach.

7. **Responsibility for Occupational Safety and Health Act (OSHA)** - Brunswick County shall be responsible for complying with all Occupational Safety and Health Act (OSHA) rules and regulations, shall assume responsibility for knowledge of same, and shall not look to the Town of Caswell Beach for assistance with regard to compliance with same with respect to provision of water distribution system maintenance services except for water distribution system components. The indemnification clause herein also applies to OSHA regulations.

IN WITNESS WHEREOF, Brunswick County has caused this instrument to be signed in its corporate name by its Manager, attested by its Clerk to the Board and its corporate seal affixed, and the Town of Caswell Beach has likewise caused this instrument to be signed in its corporate name by its Town Mayor, attested by its Town Clerk and its corporate seal affixed, all on the day and year first above written. The parties have executed this Contract in duplicate originals, one of which is retained by each of the parties.

BRUNSWICK COUNTY

TOWN OF CASWELL BEACH

BY: _____
JO ANN B. SIMMONS, CHAIRMAN

BY: _____
JOSEPH F. O'BRIEN, MAYOR

ATTESTED:

ATTESTED:

JOYCE JOHNSON
CLERK TO THE BOARD

LINDA C. BETHUNE
TOWN CLERK, CMC