

Hurricane/Disaster Debris Removal Interlocal Agreement

This Agreement, made and entered into this the _____ day of _____ 2018, by and between Dare County (“County”), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and the Town of Kill Devil Hills (“Municipality”), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina.

RECITALS

It is hereby determined and declared by the parties that:

- A. In the event of a natural disaster, the President of the United States and/or the Governor of the State of North Carolina may declare Dare County a natural disaster area, making Dare County and the municipalities within Dare County eligible for Federal and/or state disaster relief, including funds for the removal of storm debris.
- B. In the event of a natural disaster, such as a hurricane, disaster debris removal is often a critical component of the disaster recovery process.
- C. Debris removal on a county-wide basis requires a coordinated effort between the municipalities within the County, the County, State and federal agencies, and private contractors in order to ensure resources are applied where the need is most critical and to ensure the public health, safety, and welfare is protected.
- D. Disaster debris removal will require prioritizing areas for immediate cleanup, and perhaps temporarily suspending or rescheduling regular solid waste, yard waste, and recycling services.
- E. The County is contractually obligated to provide disposal of all solid waste collected within Dare County pursuant to the Municipal Waste Management Agreements entered into between the County and municipalities.
- F. During a natural disaster in which the Dare County Control Group has been activated, objectives and priorities regarding debris removal are coordinated through the Control Group and implemented by the County.
- G. In order to achieve the orderly and efficient removal of debris, it is appropriate that the County, in consultation with the Dare County Control Group, coordinate the County wide disaster debris removal effort through the County’s solid waste collectors and contractors, and that removal efforts within the

municipalities be conducted using the County's contracts for disaster debris removal.

- H. The County, through a 2 C.F.R PART 200 (UNIFORM RULES) compliant competitive bid process, which included the possibility of debris removal activity within the Town as well as unincorporated Dare County, has entered into contracts with debris removal companies for debris removal following a natural disaster, and the Town desires to utilize the County contracts through this Agreement for debris removal within the Town.
- I. The County and Town are authorized to enter into this Agreement pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, and desire to do so for the reasons stated above.

NOW THEREFORE, in consideration of the terms, conditions, and covenants expressed herein, the parties agree as follows:

- 1. In the event of a natural disaster, the County will mobilize debris removal contractors to meet the recovery objectives and priorities set by the Dare County Control Group. The County will make the Town aware of the activation of debris removal contractors and coordinate use of the contracts by the Town pursuant to the terms and conditions of the contracts.
- 2. Pursuant to this Agreement, the Town shall:
 - a. Identify personnel to work with the County and the contractor to identify debris removal needs within the Town's jurisdiction.
 - b. Enter into agreements with debris removal contractors to complete debris removal within the Town's jurisdiction.
 - c. Assume all responsibility for monitoring debris removal activities within the Town's jurisdiction.
 - d. Assume all responsibility for coordinating directly with the contractor in seeking Federal and state disaster relief reimbursement of expenditures incurred from removal work performed by the contractor within the Town's jurisdiction.
 - e. Secure Right-of-Entry Agreements from property owners within the jurisdiction of the Town as necessary.

- f. Negotiate with the contractors for any expenditure for debris removal reimbursement by Federal or state disaster relief assistance.
3. Pursuant to the Agreement, the County shall:
 - a. Identify personnel to work with the Town and the contractor to identify debris removal needs.
 - b. Respond in a good faith effort to specific requests for assistance from the Town.
 - c. Maintain the Contracts in good standing unless cancelled pursuant to the terms and conditions of the Contracts, and, in the event that the Contracts are terminated or modified, immediately notify the Town of such termination or modification.
4. All terms and conditions of the Contracts entered into between the County and the Contractors shall apply equally to debris removal work performed by the Contractors within the Town's jurisdiction.
5. This Agreement shall remain in until terminated. This Agreement may be terminated in whole or in part in writing by either party provided that no termination may be effected unless the other party is given not less than thirty (30) days prior written notice of intent to terminate.
6. This Agreement may be modified only by the prior written approval of both parties.
7. Any notice, acceptance, request, or approval from either party to the other party shall be in writing and shall be deemed to have been received when either has deposited same in the United States Postal Service, personally delivered with signed proof of delivery or transmitted via electronic mail.
8. Each party agrees to indemnify and hold harmless the other party for any claims of damage, loss, injury, or any other legal, judicial, or administrative claims arising out of or resulting from this Agreement and any work performed pursuant to the Contracts. All indemnifications and immunities from liability incorporated within the Contracts shall apply to this Agreement and are hereby incorporated by reference.

9. If any provisions of this Agreement are held, for any reason, to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provisions.
10. This instrument contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.
11. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

TOWN OF KILL DEVIL HILLS

COUNTY OF DARE

Sheila F. Davies

Sheila F. Davies, Ph.D.
Mayor



ATTEST:

Robert L. Woodard
Chairman

ATTEST:

Mary Y

Kill Devil Hills Town Clerk

Clerk to the Board