

Debris Removal Monitoring Contract Use Interlocal Agreement

This Agreement, made and entered into this the _____ day of _____ 20_____, by and between Dare County (“County”), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and _____ (“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 disaster area, making Dare County and the municipalities within Dare County eligible for Federal and/or state disaster relief, including grants under the Federal Emergency Management Agency’s (FEMA) Public Assistance (PA) program for debris removal.

B. FEMA encourages PA grant applicants to monitor debris removal operations and document eligible quantities and reasonable expenses to ensure that the work is eligible for PA grant funding. Monitoring debris removal operations requires the PA applicant’s comprehensive observation and documentation of debris removal work performed from the point of debris collection to final disposal. Monitoring debris removal work involves constant observation of crews to ensure that workers are performing eligible work in accordance with PA guidelines and all applicable Federal, State, and local regulations. Failure to properly monitor debris removal operations may jeopardize PA funding.

C. In order to ensure proper monitoring of debris removal operations Dare County, through a 2 C.F.R. PART 200 (UNIFORM RULES) compliant competitive bid process, which included the possibility of debris monitor activity within the Town as well as unincorporated Dare County, has entered into contracts with debris removal monitoring companies (“Contractors”) for FEMA compliant debris removal monitoring (“Contracts”), and the Town desires to utilize the County contract through this Agreement for debris removal monitoring within the Town.

D. 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, upon activation of the Contracts, shall include the Town in debris removal discussion to include debris removal monitoring requirements;
2. Pursuant to this Agreement, the Town shall:

a. Identify personnel to coordinate with County and the Contractors for debris removal monitoring activities within the Town's jurisdiction.

b. Utilize debris removal monitoring contract services currently approved to do debris removal monitoring by the county.

c. Assume all responsibility for coordinating directly with the Contractors in seeking Federal and state disaster relief reimbursement of expenditures incurred from debris removal monitoring work performed by the Contractors pursuant to the Contracts.

d. Negotiate with the Contractors for any expenditure for debris removal monitoring reimbursement by Federal or state disaster relief assistance.

e. Cooperate in good faith with the Dare County and Contractors in the disaster recovery and cleanup process.

3. Pursuant to the Agreement, the County shall:

a. Coordinate debris removal monitoring efforts pursuant to the terms and conditions of the contracts.

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 monitoring work performed by the Contractors within the Town's jurisdiction when the Contracts are activated by Dare County.

5. This Agreement shall be in effect for the same term as the Contracts, and shall renew under the same terms and conditions as the Contracts.

6. 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.

7. This Agreement may be modified only by the prior written approval of both parties.

8. Any notice, acceptance, request, or approval from either party to the other party shall be in writing. Electronic mail is the preferred method.

9. 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.

10. 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.

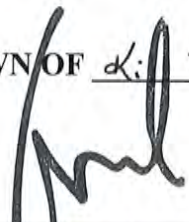
11. This instrument contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.

12. 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 dk: Devil Hills

COUNTY OF DARE




Mayor

Chairman

ATTEST



ATTEST:


Clerk to the Council

Clerk to the Board

THIS INSTRUMENT HAS BEEN PREAUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL ACT.


FINANCE OFFICER



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CONSULTING SERVICES

Cooperative Purchasing Professional Services Agreement General Terms and Conditions

This Cooperative Purchasing Professional Services Agreement ("Agreement") is by and between **Thompson Consulting Services, LLC** (hereinafter referenced as "Consultant"), with offices at 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 and the **Town of Kill Devil Hills, North Carolina** (hereinafter referenced as "Client" or "End User"), a political subdivision of the State of North Carolina, with offices at 102 Town Hall Drive, Kill Devil Hills, NC 27948;

Whereas, Consultant has entered into an agreement for Disaster Management, Recovery and Consulting Services effective as of June 17, 2020 with Dare County, North Carolina (hereinafter referred to as "County Contract" and attached as **Exhibit A**);

Whereas, the County Contract acknowledges that the End User may enter into an agreement with the Consultant through the County Contract;

Whereas, Client desires to be an End User under the County Contract;

Whereas, both parties hereby agree to be bound to the terms and conditions of the County Contract;

Now therefore, in consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

The term of this Agreement shall commence on the Effective Date and shall expire on the same date set forth in the County Contract. The term of this Agreement shall be dependent upon any renewals of the County Contract. Any exercised renewal of the County Contract shall automatically renew the term of this Agreement for the same period of the County Contract, unless Client or Consultant notifies the other party in writing prior to the expiration of the then current term of its intent not to renew this Agreement. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof following the issuance of a Notice to Proceed and in accordance with **Exhibit A** attached hereto.

3. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

4. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior

written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties.

5. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in the County Contract.

6. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

7. WORK PRODUCT

Consultant shall retain ownership of its trade secrets, and other proprietary and confidential information, including the Thompson Data Management System "TDMS System" and all Work Products (hereinafter defined) Client agrees to preserve the confidentiality of any trade secrets, confidential or propriety information; however, Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Products"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse of any of the Work Products.

8. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.



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**Cooperative Purchasing Professional Services Agreement
General Terms and Conditions**

9. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety (including, but not limited to, any supervision of operations of others, training, audit or observation of safety programs of others) and safety of persons other than Consultant's employees. Client acknowledges that Consultant has no responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security or safety.

10. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving thirty (30) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement. Upon termination, the terms and conditions found in this Agreement concerning ongoing or future obligations and contractual responsibilities and interpretation thereof shall survive its termination.

11. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

12. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:	<u>Town of Kill Devil Hills</u>
Attention:	<u>Steve Alhright</u>
Address:	<u>P. S. Director</u>
	<u>PO Box 1719</u>
	<u>Kill Devil Hills, NC 27948</u>
Consultant:	<u>Thompson Consulting Services</u>
Attention:	<u>Jon Hoyle</u>
Address:	<u>1135 Townpark Avenue</u>
	<u>Suite 2101</u>
	<u>Lake Mary, FL 32746</u>

13. MISCELLANEOUS

A. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

B. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.



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End User Professional Services Agreement General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Effective Date: _____

Town of Kill Devil Hills, North Carolina

Name: Benjamin Spraul

Title: Mayor

Date: July 27, 2020



Dare County, North Carolina

Name: _____

Title: _____

Date: _____

THIS INSTRUMENT HAS BEEN PREAUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Charles J. Allen
FINANCE OFFICER

Thompson Consulting Services, LLC

Name: Jon Hoyle

Title: President

Date: _____

Please return executed copy of these terms and conditions to the attention of:

Lydia Pena
LPena@thompsoncs.net
(407) 792-0018 – Phone