STATE OF NORTH CAROLINA MEMORANDUM OF UNDERSTANDING

COUNTY OF DARE

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this the _____ day of _____ , 20____ ("Effective Date") by and between the COUNTY OF DARE, a North Carolina Body Politic ("County"), and the TOWN OF KILL DEVIL HILLS, a North Carolina Municipal Corporation ("Town"); collectively, the County and the Town are collectively referred to herein as the "Parties".

W I T N E S S E T H:

WHEREAS, the Town owns and maintains certain fueling stations (hereinafter "Fueling Stations") located on Town-owned property (also referred to as 701 Bermuda Bay Boulevard, Kill Devil Hills, North Carolina) which are utilized to provide fuel to governmental service vehicles; and

WHEREAS, the County provides for emergency medical services to citizens of the Town, and other areas of the County adjacent to the Town, through the Dare County Emergency Medical Services agency; and

WHEREAS, the County desires to utilize the Fueling Stations for the purpose of providing fuel to its emergency medical vehicles as used by the Dare County Emergency Medical Services agency; and

WHEREAS, the Town, to benefit its citizens and other citizens of Dare County, approves of and authorizes the County's use of the Fueling Stations for the aforesaid purpose, subject to the terms of this Memorandum; and

WHEREAS, the purpose of this Agreement is to authorize the County's use of the Fueling Stations for the purpose(s) stated herein and reduce to writing the understanding of the parties as to the terms of said use.

NOW, THEREFORE, in consideration of the various mutual covenants, promises and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the County do hereby agree as follows:

1. The County shall be allowed to utilize the Town-owned Fueling Stations for the purpose of providing fuel to the emergency service vehicles which are used by the Dare County Emergency Medical Services agency in daily operations.

2. The County's use of the pumps for the above-stated purpose includes unlimited access to any Town-owned property on which such Fueling Stations may exist, and namely being 701 Bermuda Bay Boulevard, Kill Devil Hills, North Carolina, for the purpose of fueling emergency service vehicles.

ATTACHMENT CA-4

3. The County agrees to compensate the Town for said fuel usage in the following manner:

    a. The County agrees to pay the Town the amounts accounting for the County's actual monthly usage of the fuel at the town's wholesale price, net of refundable taxes, if any, which amounts will be presented to the County by the Town via monthly invoices. The County agrees to pay said invoices upon receipt.

    b. The County further agrees to pay any amounts determined to account for the actual maintenance and administrative costs associated with the County's usage of the Fueling Stations, which amounts will be determined through a year-end cost settlement based on the actual usage of fuel by the County.

4. The Town will continue to maintain and operate the Fueling Stations throughout the course of this Agreement, unless otherwise stated in writing.

5. The Parties agree to indemnify and hold the other harmless for any negligent acts or omissions committed by one party in relation to this Agreement which result in a claim, loss, or damage to the other party.

6. This Agreement shall remain in full force and effect, until such time as the Parties expressly agree in otherwise, which agreement shall be in writing.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

8. This Agreement contains the entire understanding between the parties and may not be altered, modified, terminated, or discharged except in writing.

9. Each person who signs this Agreement on behalf of the Parties named above is authorized to do so.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

COUNTY OF DARE

By: _____

Position/Title:_____

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF DARE

I, _____, a Notary Public of the County and State aforesaid, certify that _____, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this _____ day of _____, 2022.

_____
Notary Public

_____
Printed Name

My commission expires:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

TOWN OF KILL DEVIL HILLS

By: _____

Position/Title:_____

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF DARE

I, _____, a Notary Public of the County and State aforesaid, certify that _____, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that s/he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this _____ day of _____, 2022.

_____
Notary Public

_____
Printed Name

My commission expires: