

EXTENSION TO MEMORANDUM OF UNDERSTANDING

KILL DEVIL HILLS / NAGS HEAD EIGHTH STREET OCEAN ACCESS

OPERATION PLAN

This ADDENDUM is attached to and made a part of the Memorandum of Understanding (“MOU”) entered between the Town of Kill Devil Hills and the Town of Nags Head on May 26, 2021. For valuable consideration, the receipt and legal sufficiency of which are acknowledged, the parties to the MOU agree as follows:

- A. The parties to this addendum entered into the MOU to establish a joint operation plan for that certain public ocean access located within the corporate districts of each Town.
- B. The MOU was entered into in accordance with the requirements of North Carolina Law.
- C. The original term of the MOU was for a three-year period of time beginning on July 1, 2021 and running through June 30, 2024.
- D. The express provisions of the MOU state that, upon mutual agreement of the parties, the term of the MOU may be extended for additional three-year periods.
- E. It is acknowledged by the parties that the Boards of Commissioners for the Towns of Kill Devil Hills and Nags Head have expressed their consent to this extension through vote on the same at a regularly scheduled public meeting, along with issuing authority to their respective Town Managers to execute this Addendum of Extension.
- F. By signature of parties below, the Agreement is hereby extended for a period of three (3) years, running from July 1, 2024, through June 30, 2027.
- G. The remaining terms of the Agreement shall remain unaltered and in full force and effect.

TOWN OF KILL DEVIL HILLS

TOWN OF NAGS HEAD

_____ (SEAL)

_____ (SEAL)

By: Debora P. Díaz, Town Manager

By: Andrew Garman, Town Manager

Date: _____

Date: _____

**OPERATION PLAN
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF NAGS HEAD, NORTH CAROLINA
AND
THE TOWN OF KILL DEVIL HILLS, NORTH CAROLINA**

This **OPERATION PLAN – MEMORANDUM OF UNDERSTANDING**, made and entered into this 21st day of May 2021, by and between the Town of Nags Head, North Carolina, and the Town of Kill Devil Hills, North Carolina.

WITNESSETH

A. BACKGROUND AND OBJECTIVES

WHEREAS, the Town of Nags Head and the Town of Kill Devil Hills have constructed and wish to operate an ocean access site at Eighth Street, east of South Virginia Dare Trail; and

WHEREAS, each Town claims ownership to the centerline of the right-of-way of Eighth Street; and

WHEREAS, each municipality wishes to collectively address the operation and maintenance of this access facility.

NOW, THEREFORE, upon the awarding and acceptance of a grant from the North Carolina Division of Coastal Management, the Town of Nags Head and the Town of Kill Devil Hills mutually agree to the following:

B. OPERATION PLAN.

1. **Hours of operation.**

Parking in designated parking spaces will be allowed between the hours of 6:00 a.m. and 12:00 midnight. The site will be signed NO PARKING BETWEEN THE HOURS OF 12:01 A.M. TO 5:59 A.M.

2. **Patrolling site.**

Both the Town of Nags Head and the Town of Kill Devil Hills will patrol the access on a routine basis. Each Police Department shall have equal responsibility in enforcing the applicable laws.

3. **Emergencies and lifeguards.**

Emergency response will be as directed by Beach Central. Each municipality's lifeguard service will routinely patrol the area.

4. **Routine repairs and maintenance of the parking lot, ramp, vegetation, crossovers, and trash collection.**

The Town of Nags Head will provide routine maintenance for a mutually agreed upon annual fee. The Towns of Kill Devil Hills and Nags Head do hereby mutually agree on an annual fee of one thousand dollars (\$1,000), representing the Town of Kill Devil Hills' share for routine repairs and maintenance of the parking lot, ramp, vegetation,

crossovers, and trash collection of the Eighth Street beach access facility. This fee shall cover the period from **July 21, 2021**, to **June 30, 2022**, and shall renew automatically on July 1st of each year thereafter until either the Memorandum of Understanding expires or both parties mutually agree upon a revised fee.

5. **Major repairs to parking lot, ramp, and crossover.**

The Towns shall jointly be responsible for major repairs (in excess of \$1,000) to the facility. The Town of Nags Head shall take the lead in assessing damages and coordinate efforts to rebuild and/or rehabilitate the site through the annual budget process and to address repairs due to a major storm or other catastrophic event. Each Town shall be responsible for 50 percent (50%) of the total repair costs.

6. **Water service and billing procedure.**

The Town of Nags Head shall provide potable water to the site and bill the Town of Kill Devil Hills on a quarterly basis for one-half (1/2) the cost of water.

7. **Signage.**

In addition to the signage required by CAMA, each Town shall have a reasonable size identification sign. Other signs shall include handicapped accessible sign, parking signs, and other signs of general information. There shall be no commercial signs of any kind on the site.

8. **Limitations on crowd gathering events.**

There shall be no crowd gathering commercial activity at the site unless duly authorized by both Towns.

9. **Term.**

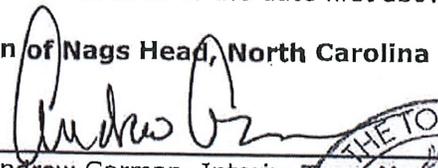
The term of this Memorandum of Understanding shall be three (3) years, commencing **July 1, 2021** and ending **June 30, 2024**.

This Memorandum of Understanding may be extended and or modified for additional three-year periods upon mutual agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this OPERATION PLAN - MEMORANDUM OF UNDERSTANDING to be executed by their duly authorized representatives as of the date first above written.

Town of Nags Head, North Carolina

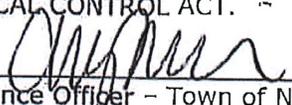
Town of Kill Devil Hills, North Carolina

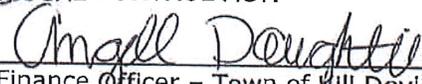
By: 
Andrew Garman, Interim Town Manager

By: 
Debora P. Diaz, Town Manager

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

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Finance Officer - Town of Nags Head


Finance Officer - Town of Kill Devil Hills

