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Hurricane/Disaster Debris Removal Interlocal Agreement

This Agreement, made and entered into this the 21st day of JUNE 2010, by and between Dare County ("County"), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and Town of Nags Head ("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 cleanup of debris.
- B. In the event of a storm-related natural disaster, such as a hurricane, disaster debris cleanup is often a critical component of the disaster recovery process.
- C. Debris cleanup 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. The disaster debris cleanup effort 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, decisions regarding debris cleanup are coordinated through the Control Group and implemented by the County.
- G. In order to achieve the orderly and efficient cleanup of debris, it is appropriate that the County, in consultation with the Dare County Control Group, coordinate the County wide disaster debris collection effort through the County's solid waste collectors and contractors, and that cleanup efforts within the municipalities be conducted under the County's contracts for disaster cleanup.

- H. The County, through a competitive bid process which included the possibility of cleanup activity within the Town as well as unincorporated Dare County, has entered into contracts with debris management companies ("Contractors") for debris cleanup following a natural disaster ("Contracts"), and the Town desires to utilize the County contract through this Agreement for debris cleanup 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, upon activation of the Contracts by Dare County Control Group, shall coordinate the collection of disaster related debris cleanup pursuant of the terms and conditions of the Contracts in consultation with the Dare County Control Group.
2. Such cleanup shall included cleanup with Town pursuant to the terms and conditions of the Contracts.
3. Pursuant to this Agreement, the Town shall:
 - a. Identify contract personnel to coordinate with County and the Contractors cleanup activity within the Town's jurisdiction.
 - b. Provide personnel to serve as field inspectors to monitor debris loading and issue debris load tickets, and to validate load tickets and record truck volumes at disposal sites pursuant to the Contracts.
 - c. Assume all responsibility for coordinating directly with the Contractors in seeking Federal and state disaster relief reimbursement of expenditures incurred from cleanup work performed by the Contractors pursuant to the Contracts.
 - d. Secure Right-of-Entry Agreements from property owners within the jurisdiction of the Town as necessary.
 - e. Negotiate with the Contractors for any expenditure for debris cleanup reimbursement by Federal or state disaster relief assistance.

- f. Cooperate in good faith with the Dare County Control Group and Contractors in the disaster recovery and cleanup process.
4. Pursuant to the Agreement, the County shall:
 - a. Coordinate, in consultation with the Dare County Control Group, debris cleanup, including prioritization of cleanup activities following a natural disaster, pursuant to the terms and conditions of the contract.
 - 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.
5. All terms and conditions of the Contracts entered into between the County and the Contractors shall apply equally to cleanup work performed by the Contractors within the Town's jurisdiction when the Contracts are activated by the Dare County Control Group.
6. 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.
7. This Agreement may be terminated in whole or in part in writing by either party provided that no termination may be effected under the other party is given not less than thirty (30) days prior written notice of intent to terminate.
8. This Agreement may be modified only by the prior written approval of both parties.
9. 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 or personally delivered with signed proof of delivery.
10. 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.

11. 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.
12. 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.
13. 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 NAGS HEAD
(Approved June 2, 2010)

COUNTY OF DARE

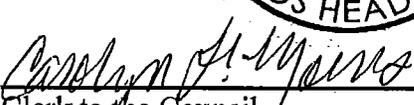


Mayor
Robert O. Oakes, Jr.





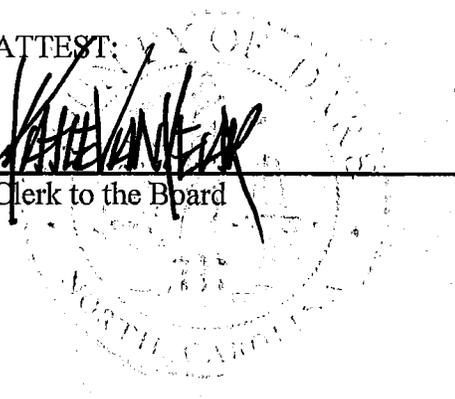
Chairman

ATTEST:


Clerk to the Council
Carolyn F. Morris

ATTEST:


Clerk to the Board





COUNTY OF DARE

Office of the Board of Commissioners
P.O. Box 1000, Manteo, North Carolina 27954

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Chairman

Allen Burrus
Vice-Chairman

Virginia Tillett
Mike Johnson
Richard Johnson
Max Dutton
Jack Shea

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Katie V. VanLear
Clerk to the Board

Robert L. Outten
County Attorney

June 25, 2010

MEMO TO: Clerks - Towns of Manteo, Nags Head, Kitty Hawk, Southern Shores and Duck

FROM: Rhonda L. Creef, Deputy Clerk *RLC*

RE: **INTERLOCAL AGREEMENT FOR HURRICANE/DEBRIS REMOVAL**

At their meeting held on June 21, 2010, the Dare County Board of Commissioners approved the Interlocal Agreement for Debris/Removal with the Towns of Manteo, Nags Head, Kitty Hawk, Southern Shores and Duck.

Please call if you have questions.

Enclosure