

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF KING AND
THE VILLAGE OF TOBACCOVILLE, NORTH CAROLINA
FOR BULK ITEM REMOVAL SERVICE DURING FY 2024-2025

This is an Interlocal Agreement between the City of King (King) and the Village of Tobaccoville (Tobaccoville), both political subdivisions of the State of North Carolina, made pursuant to Article 18, Section 153A and Article 20, Chapter 160A of the North Carolina General Statutes.

King and Tobaccoville Agree as follows:

I. Purpose.

Tobaccoville desires to provide solid waste bulky item removal services for the municipal residents of Tobaccoville during Fiscal Year 2025-2026. This Service includes removal of bulk items, as defined below, from the Tobaccoville and NCDOT rights-of-way located within the Tobaccoville municipal boundaries, those boundaries being identified as of the date of this approved Agreement. In order to provide this service to its residents, Tobaccoville desires to use King forces, and King is willing to provide assistance to accomplish this service as outlined in this Agreement.

II. Service Defined.

King will assist with removal of Bulk Item materials from road rights-of-way and deliver and unload the items to a location supplied by Tobaccoville. The delivery point will be located within Forsyth or Stokes County. King will not remove bulk items from any rights-of-way not located within the Tobaccoville municipal limits.

III. Equipment - Personnel - Materials.

King will provide force account staff personnel, and King-owned equipment, for the period of time identified herein in order to complete the service delivery. King will supply one (1) vehicle, any additional pick-up truck if needed, and two to four (2-4) personnel during the project. Tobaccoville will supply fuel for all equipment involved in the operations, and lunch meals for King personnel while working within Tobaccoville for this service. Additionally, Tobaccoville will supply personnel needed to identify municipal streets where collections efforts are authorized and may supply additional personnel as available to assist with collection efforts.

IV. Bulk Item Materials Defined.

Allowable items for removal include: furniture (indoor and lawn); mattresses; appliances - large and small; toilets; hot water heaters; grills (no tanks); toys; bicycles; carpet; lawnmowers with gas and oil removed; and glass windows and doors. Items prohibited from removal include: computers; televisions; VCRs, cars; tires; batteries; vehicles parts; yard waste; propane tanks; metal drums; construction debris; concrete & asphalt; paint; liquids of any type; hazardous materials. These lists may be amended as agreed to during the operations by the King Public Works Superintendent.

V. Timing.

The precise schedule will be coordinated between Tobaccoville's Administrator and King Public Works Superintendent. It is anticipated the project will take approximately six (6) days to complete over two (2) weeks on Tuesday, Thursday and Friday of each week. The final time period may be interrupted due to severe weather or other unforeseen emergencies which require return of public works personnel to King. The King Manager will have final authority over project timing; such timing subject to amendment based upon unforeseen circumstances.

VI. Financial.

In addition to the fuel and lunch provisions stated above, Tobaccoville agrees to pay King \$475 for the truck and two (2) personnel per day of service. This cost includes the supply of equipment and two (2) personnel to operate equipment and otherwise assist with item removal. An additional two (2) personnel and a pick-up truck can be provided if needed at a rate of \$550 per day. Half days will be accounted for prorata.

VII. Minor Amendments.

Minor amendments to this agreement may be accomplished by concurrence of both the Tobaccoville Administrator and King Manager to accommodate unforeseen circumstances and to ensure timely completion of services in a safe and regulatory compliant manner.

VIII. Legal Representation and Liability.

The City of King Public Works Superintendent will assume responsibility for determining quality of final product. The Village of Tobaccoville agrees to hold harmless the City of King from any liability whatsoever in connection with this project, except for (i) damage, repair or maintenance to the City of King equipment unless caused by the negligent acts of the Village of Tobaccoville; or (ii) injury or damage caused by the willful or negligent acts of the personnel of the City of King; (iii) or any injury to such personnel while acting within the scope of their duties as provided in this Agreement to the extent covered by insurance of the City of King. The Village of Tobaccoville shall incur no liability whatsoever for any claim, or injury to person or property that occur as a result of or during a time of the City of King personnel acting outside of the scope of their duties as provided in this Agreement.

IN WITNESS WHEREOF, the City of King and the Village of Tobaccoville authorize this Agreement to be executed and attested by their undersigned officers, to be effective upon adoption.

Scott Barrow
City Manager
City of King

Lori Shore
Village Administrator
Village of Tobaccoville

ATTEST

ATTEST

Nicole Branshaw
City Clerk
City of King

Kimberly L. Keen
Village Clerk
Village of Tobaccoville

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Susan O'Brien
Finance Officer
City of King

Lori Shore
Village Administrator
Village of Tobaccoville