

CONSULTING CONTRACT

This contract is between the Town of North Topsail Beach, North Carolina (hereinafter “Town”) and Nancy Avery (hereinafter ‘Consultant’) entered into on this first day of April 2024.

Services

Consultant will remotely serve as the interim Town Clerk and resource for Town Clerk related matters.

Consultant will remotely prepare the monthly Board of Aldermen regular meeting agenda and packet as well as agendas/packets for any special meetings or work sessions held by the Board. Consultant will work with the Town Manager on agenda preparation and timeline and assist the manager with drafting resolutions and other documents required for the agenda as requested. Town to provide access to the Consultant to the Municode meeting’s agenda software.

Consultant will remotely prepare minutes for all monthly regular and any special meetings or work sessions of the Board of Aldermen and the Beach, Inlet, Sound Advisory Committee (BISAC). Said minutes to be provided to the Town within seven (7) working days of the meeting unless other arrangements are made prior to the meeting. Consultant will not physically or electronically attend any meetings. The Town will provide the Consultant with the necessary video recordings, recordings, or written notes, as applies for preparation of the minutes.

Consultant will remotely prepare an Action item list after every Board of Aldermen meeting to be emailed to the Town Manager.

Consultant will remotely notify the vendor American Legal of adopted ordinances and amendments for codification after each Board of Aldermen meeting, if applicable.

Consultant will remotely update contact information and prepare and email Notice of Appointment letters for all board and committee members after each Board of Aldermen meeting, if applicable.

Consultant will remotely assist the Town Manager with preparation of Declarations of Emergency during a storm event, as requested.

The Town agrees to provide a town email address to the Consultant during the term of this contract for communication purposes.

Consultant agrees to be available via telephone and town email. Consultant agrees to adhere to the Town’s instructions and policies in providing the services above.

Both parties agree that the Consultant will not physically be on Town premises but will provide services listed remotely.

Duration of services

This contract is effective on April 1, 2024, with an expected completion date of June 30, 2025.

Completion of services

Both parties agree that this contract shall consist of the Consultant performing the services referenced above under Services.

Compensation and payment

The Town agrees to pay an amount of \$1500.00 per month to the Consultant at the end of each month through the end of this contract. Should any of the referenced boards/committees not meet in a month, the Town will remit the full contract amount of \$1500.00.

Liaison

The Town Manager shall serve as liaison for the Consultant for communication or any issues arising during the contract.

Modification, extension and termination

This contract represents the entire written agreement between the parties. It may be modified or terminated by either party with thirty days' notice.

Consultant status

The parties agree that at all times performing this service, the Consultant is an independent contractor and not an employee of the Town.

It is agreed that all information obtained in the performance of this contract is confidential and no information will be released without the express consent of the Town.

Alice Derian, Town Manager

Date

Nancy Avery, Consultant

Date