

Interlocal Agreement

Between

The Town of Surf City, North Carolina

and

The Town of North Topsail Beach, North Carolina

and

The Town of Topsail Beach, North Carolina

This Interlocal Agreement (ILA) sets forth the terms and understanding between The Town of Surf City, The Town of North Topsail Beach, and The Town of Topsail Beach (hereinafter referred to collectively as “Towns”) for the implementation of a partnership of the Topsail Island Vitex Eradication Project (hereinafter referred to as “Project”) using funding from the Coastal Storm Damage Mitigation (CSDM) Grant.

Background: The execution of this ILA is intended to establish a formal collaboration between the Towns and to coordinate efforts to eradicate Beach Vitex from the island. The Towns collectively applied and were awarded funds on a reimbursement schedule through the CSDM grant program.

Purpose: This ILA confirms the agreement for a collaborative effort between the Towns with the objective to clearly define each organization’s obligations and responsibilities, before the contract is signed accepting the grant funds and conditions.

Obligations: Each Town will be responsible for the full amount specified for their respective Town as outlined in the grant application. Each Town will be responsible for any costs that exceed the amount specified in the grant as applied to that specific Town. The Town of Topsail Beach will be the Fiscal Agent for the project and will be responsible for paying contractor invoices and then invoicing the Town of Surf City and Town of North Topsail Beach accordingly. The Town of Topsail Beach will be responsible for requesting reimbursements through the CSDM program. The Towns agree to adhere to the stipulations of the grant. Each Town will be provided the opportunity to review invoices from the contractor in order to reconcile actual work performed before the Town of Topsail Beach sends an invoice to the Town of Surf City and the Town of North Topsail Beach; said invoices shall not be sent by the Town of Topsail Beach until the respective Town notifies the Town of Topsail Beach in writing that the actual work performed and the invoice are accurate and correct.

Selection of Contractor: The Towns will collaborate on creating a Request for Proposals (RFP) to solicit bids for the project. A bidder shall be selected upon unanimous agreement by all parties to this ILA.

Duration: This ILA shall become effective upon signature by the authorized officials from the Towns and will remain in effect until the grant has been closed out, provided there is no extension. Any extension must be in writing, agreed to and signed by all parties to this ILA.

Commitment to Complete the Project: The Project is expected to be 4-years in duration. The CSDM grant will fund the first 2 years. After the first 2 years, or upon close out of the initial grant, the Towns will continue to work together to secure additional funding to carry the project out to completion. This ILA will not obligate any Town to participate in the project beyond the term of the initial CSDM grant. For the purposes of this ILA, completion of the Project will be determined by successful closeout of the CSDM grant for the Project.

Mutual Release and Indemnity: To the fullest extent permitted by law, all Towns shall release, indemnify, keep and save harmless one or more Towns listed in this ILA, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the Town or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance of the Town's (or by any person acting for the Towns or for whom the Town(s) is or is alleged to be in any way responsible, including but not limited to employees, agents, and volunteers), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the Towns, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against one or all of the Towns, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by one or more Towns, its agents, officials and employees, in connection with investigating any claim or defending any action and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against one or more Towns, its agents, officials or employees. The Towns expressly understand and agree that any insurance protection provided to the Towns shall in no way limit any Town's responsibility to release, indemnify, keep, and save harmless and defend the one or more Towns as herein provided. This indemnification provision shall not apply to any such claims, injuries or losses caused by the negligence or intentional acts of one or more Towns, its agents, contractors, employees, elected officials, or volunteers.

Contact Information:

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