

**Security Services Agreement
Between
The Town of North Topsail Beach and
Topsail Dunes Homeowners Association, Inc.**

This Security Services Agreement (hereinafter the “Agreement”) is made and entered into as of _____, 2026 (hereinafter the “Effective Date”), by and between the Town of North Topsail Beach, a North Carolina municipal corporation (hereinafter the “Town”), and **Topsail Dunes Homeowners Association, Inc.**, a North Carolina nonprofit corporation and private homeowners association (hereinafter the “Association”). The Town and the Association are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

Article 1. Term, Renewal.

- A. **Term Of Agreement.** This Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with this Agreement, shall continue in effect through _____ (hereinafter the “Term”).
- B. **Renewal.** The Parties may renew this Agreement for an additional term(s) upon mutual written agreement executed by authorized representatives of both Parties at least thirty (30) calendar days prior to the end of the then-current Term.

Article 2. Scope, Modification of Services.

- A. **General Description Of Services.** The Town shall provide security services within and around the Community to include, without limitation, vehicular or foot patrols; visibility patrols; observation, reporting, and documentation of suspicious activities, apparent violations of law, and conditions affecting public safety; and coordination with other Town departments or public agencies as reasonably necessary to address recurring safety issues, nuisance conditions, or crime trends within the Community (hereinafter the “Services”).
- B. **Modification Of Services.** If at any time the Association desires to modify the nature, frequency, or scope of the Services, the Association shall submit a written request to the Town describing the proposed changes in reasonable detail. The Town shall, within a reasonable time, evaluate the feasibility, legal permissibility, staffing implications, and cost impact of the requested changes, and may accept, reject, or propose modifications to the request.

Article 3. Town Personnel.

All Town Personnel performing the Services shall be off-duty, sworn police officers, employed by the Town. The Town shall have the exclusive right to select, assign, schedule, supervise, and, as needed, reassign or remove Town Personnel performing the Services.

Article 4. Compensation, Billing, Payment.

A. **Compensation.** In consideration of the Town's agreement to provide the Services, the Association shall pay the Town fees calculated as follows:

1. A base fee of \$46.00 per hour with a four (4) hour minimum.
 2. A rate of \$25.00 per vehicle, per hour if the police cruiser is parked and used.
 3. A rate of \$35.00 per vehicle per hour, plus mileage at the IRS rate, if the police cruiser is used in support of for mobile activities.
3. A police cruiser cannot be requested without an officer.

B. **Billing And Invoices.** The Town shall submit invoices to the Association on a monthly basis in arrears, stating in reasonable detail the Services performed, the time or units billed, and the total fees due for the relevant billing period.

C. **Payment Terms.** The Association shall pay all undisputed amounts due under each invoice within thirty (30) calendar days after the Association's receipt of such invoice.

Article 4. Insurance.

A. **Association Insurance.** At all times during the Term of this Agreement, the Association shall maintain, at its own cost and expense, commercial general liability insurance with limits of not less than \$_____ per occurrence and \$_____ aggregate, or such other limits as the Parties may agree in writing, covering liability arising out of the Association's acts or omissions in connection with this Agreement.

The policy shall be issued by an insurer licensed to do business in North Carolina and shall name the Town as an additional insured on a primary and non-contributory basis with respect to claims arising out of the Association's operations, to the extent permitted by the insurer.

Upon execution of this Agreement and upon each renewal of coverage, the Association shall furnish to the Town a certificate of insurance evidencing the required coverage and endorsements. The Association shall provide the Town with at least fourteen (14) calendar days prior written notice of any cancellation, non-renewal, or material reduction in coverage.

Article 5. Indemnification, Liability.

To the fullest extent permitted by law, the Association shall indemnify, defend, and hold harmless the Town and its elected officials, officers, employees, agents, and representatives from and against any and all claims, demands, actions, suits, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to the Association's breach of this Agreement; and the

negligence or willful misconduct of the Association or its directors, officers, employees, contractors, or agents.

The Association shall assume liability for any and all claims, including workers compensation, incurred during the course and scope of the performance of the Services.

Article 6. Limitations of Liability.

To the fullest extent permitted by law, neither Party shall be liable to the other for any incidental, consequential, special, exemplary, or punitive damages (including lost profits, loss of use, or loss of goodwill) arising out of or relating to this Agreement, whether in contract, tort, or otherwise, even if advised of the possibility of such damages.

Article 7. Reservation of Municipal Immunity.

Nothing in this Agreement shall be construed to waive, limit, or otherwise affect any governmental or sovereign immunity, governmental function status, public officer immunity, or any other defense available to the Town or its officers, employees, or agents under North Carolina law, and the Town expressly preserves the same for any and all applicable claims.

Article 8. Termination.

Either Party may terminate this Agreement for convenience, without cause, upon not less than thirty (30) calendar days prior written notice to the other Party. Upon termination for convenience by either Party, the Association shall pay the Town for all Services performed and expenses incurred through the effective date of termination, including any non-cancellable commitments made by the Town at the Association's request.

Article 9. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles.

Article 10. Venue.

Any legal action or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the state courts located in Onslow County, North Carolina, or, if jurisdiction is appropriate, in the United States District Court for the Eastern District of North Carolina, and each Party hereby submits to the personal jurisdiction of such courts.

Article 11. Notices.

All notices, consents, approvals, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when sent:

A. If to the Town:

Town of North Topsail Beach

Attn: Town Manager and Chief of Police

2008 Loggerhead Court

North Topsail Beach, NC 28460

Email: lfaison@northtopsailbeachnc.gov; [INCLUDE CHIEF'S EMAIL]

B. If to the Association:

Topsail Dunes Homeowners Association, Inc.

Attn: _____

[Street Address]

North Topsail Beach, NC 28460

Email: _____

Article 12. Entire Agreement.

This Agreement, together with all exhibits and schedules attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether oral or written, relating to such subject matter.

Article 13. Amendment.

This Agreement may be amended, modified, or supplemented only by a written instrument executed by duly authorized representatives of both Parties.

Article 14. Severability.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

Article 15. Assignment.

The Association and the Town may not assign or transfer this Agreement, in whole or in part, or any of its rights or obligations hereunder.

Article 16. Counterparts, Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or electronic means (including PDF or other electronic image) shall be deemed to be original signatures for all purposes.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Town of North Topsail Beach

By: _____

Name: _____

Title: _____

Date: _____

Topsail Dunes Homeowners Association, Inc.

By: _____

Name: _____

Title: _____

Date: _____