

Memorandum of Agreement
Between
North Carolina Coastal Federation
And
Town of North Topsail Beach

THIS MEMORANDUM OF AGREEMENT (hereinafter the “MOA”) is made and entered into on this ___ day of _____, by and between the **Town of North Topsail Beach** (hereinafter the “Town,”) and the **North Carolina Coastal Federation, Inc.** (hereinafter the “Coastal Federation”) (hereinafter collectively the “Parties”).

I. Purpose

The purpose of this MOA is to establish the roles and responsibilities of the Parties upon award of a Water Resources Development Grant (hereinafter “WRDG”) by the North Carolina Department of Environmental Quality (hereinafter “NC DEQ”) for the Ocean City Beach Flood Reduction Project.

II. Project Description

The Town has secured funding from the North Carolina Department of Public Safety (hereinafter “NC DPS”) for the North Topsail Beach Flooding Improvement Project located at Island Drive and Gray Street to install a stormwater collection and infiltration system. (Attachment A)

The Coastal Federation, in partnership with the Ocean City Beach Council, seeks to address flooding on Ocean Drive by installing an additional stormwater collection line along Gray Street to its intersection with Ocean Drive. (Attachment B)

III. Scope of Work

The Federation and the Town will complete the following project:

- 1) Engineering to determine additional flow capacity of the NC DPS funded infiltration system;
- 2) Survey and Design of ~170 linear feet of contained stormwater collection pipe and associated drop inlets to connect with the collection system installed along Island Drive;
- 3) Obtain all required Federal, State and local environmental permits;
- 4) Construct the Gray Street-Ocean Drive stormwater collection system; and
- 5) Disseminate results of the project to increase public awareness of stormwater and methods of reducing volume to improve water quality and resilience.

IV. Participant Responsibilities

Through this MOA the parties agree as follows:

The Town agrees to:

- 1) Submit a WRDG application for the survey, design, and construction of the Gray Street stormwater collection line;
- 2) Document \$480,000 of the NC DPS funds as match funds for the WRDG application by providing invoices;
- 3) Maintain the constructed system in perpetuity; and
- 4) Provide updates on the project via the Town’s public information sharing services.

The Coastal Federation agrees to:

- 1) Serve as the Primary Contact and Contract Administrator for the WRDG;
- 2) Contract with a qualified engineering firm to survey and design the Gray Street system;
- 3) Obtain all required Federal, State and local environmental permits;
- 4) Contract with a qualified contractor to construct the system as per sealed engineered plans and specifications within the grant budget;
- 5) Provide project management for construction of the system;
- 6) Share the project through the Coastal Federation's communications outlets (social media, newsletters, etc.); and
- 7) Prepare and submit progress reports, final report and payment requests to NC DEQ.

V. Financial Responsibility

Coastal Federation accepts the fiscal responsibility of completing the project within budget. The Town will not be held responsible for any funding shortfalls or cost overruns beyond the proposed grant award amount.

VI. Term

The term of this MOA will begin on June 30, 2026 and end on June 30, 2028.

VII. Termination

Either party may terminate this MOA upon sixty (60) days' written notice without cause or immediately upon notice with cause.

VIII. Notice

Coastal Federation:

Bree Charron
Water Quality Program Director
North Carolina Coastal Federation
brec@nccoast.org
3609 NC 24
Newport, NC 28570
252-393-8185 x 110

Rachael Carlyle
Chief Operation Officer
North Carolina Coastal Federation
rachaelc@nccoast.org
3609 NC 24
Newport, NC 28570
252-393-8185 x 102

Town:

Town Manager
Town of North Topsail Beach
lfaison@northtopsailbeachnc.gov
2008 Loggerhead Court
North Topsail Beach, NC 28460
(910) 328-1349

IX. Access to Records

The Parties agree, upon reasonable notice, to provide one another with access to and the right to examine such books and records of the other as may reasonably be required for purposes of: (i) ensuring compliance with this MOA, and (ii) accounting, and audits.

X. Liability

No liability will arise or be assumed between the Parties as a result of this MOA.

XI. Disputes

Any disputes relating to this MOA will, subject to applicable law, be resolved by consultation between the Parties. Should resolution by consultation of the Parties reach an impasse or fail, the dispute may be resolved in a court of competent jurisdiction pursuant to section XVI below.

XII. Headings

Headings in this MOA are for convenience and reference only and shall not be used to interpret or construe its provisions.

XIII. Invalidity or Unenforceability of Particular Provisions

The invalidity or unenforceability of any particular provision of this MOA shall not affect the other provisions. This MOA shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

XIV. Complete Agreement

This MOA contains the complete agreement concerning the arrangement between the Parties and shall, as of its execution, supersede all other agreements between the Parties.

XV. Amendments

This MOA may be amended at any time by mutual written agreement signed by both Parties.

XVI. Governing Law; Venue

This MOA shall be controlled by the laws of the State of North Carolina. Exclusive venue for any action, whether at law or in equity, shall be in a court of competent jurisdiction in Onslow County, North Carolina.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

North Carolina Coastal Federation, Inc.

Town of North Topsail Beach

By: Braxton Davis, Executive Director

By: Larry Faison, Interim Town Manager

(signature)

(signature)

(date)

(date)

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

Municipal Finance Officer

List of Attachments

Attachment A: NCDPS Gray Street Infiltration Project Map

Attachment B: WRDG Application Project Map