



## Interlocal Agreement

Between

**The Town of Surf City, North Carolina**

and

**The Town of Holly Ridge, 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 Holly Ridge, The Town of North Topsail Beach, and The Town of Topsail Beach (hereinafter referred to collectively as “Towns”) for the implementation of a partnership to solicit proposals for the management of solid waste including trash and recycling services to the residents of the Towns represented.

**Background:** The execution of this ILA is intended to establish a formal collaboration between the Towns and to coordinate efforts for enhanced solid waste services to our community. Currently, each Town manages their solid waste programs independently with a vendor selected through independent solicitations for Requests for Proposals.

**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 a request for proposal (RFP) is created and advertised for solid waste services for the Towns.

**Obligations:** In order to obtain the highest number of prospective service providers, the Towns will each advertise the RFP for the duration of its validity. RFPs will be advertised on each Town’s website. Sealed bids will be collected by the Town of Surf City and held until the specified Proposal Review Committee meeting date to review bids. The Proposal Review Committee shall consist of each of the four Town Managers from the Towns and one solid waste representative from each Town, to be determined by each of the Town Managers. Minutes will be kept for the Proposal Review Committee and submitted back to each governing board. The committee will unanimously recommend a vendor.

**Selection of Service Provider:** Based on the provision of obtaining competent and responsive bids and utilizing the performance and cost factors contained in the published RFP, each town will then use this process to negotiate individual terms with the selected vendor, outside of price, which is to be contained in the Sealed Bids.

**Reporting:** The Town of Surf City will receive sealed bids by mail at: P.O. Box 2475, Surf City, NC 28445 or by drop off: 241 W Florence Way, Hampstead, NC 28445

**Duration:** This ILA shall become effective upon signature by the authorized officials from the Towns and will remain in effect through the 2024-2025 Fiscal Year.

**Contents of RFP:** The Towns of Surf City, Holly Ridge, North Topsail Beach, and Topsail Beach (Towns) are seeking a qualified contractor to perform solid waste collection services and undertake other obligations set forth in this Request for Proposals (RFP). The Towns intend to provide curbside solid waste service for their residents and specified multifamily and commercial business units. Respondents to this RFP will be bound through a contract to the terms and conditions of the RFP. The Contract shall contain terms and conditions substantially similar to those set forth in the RFP. The Towns may reject any proposed revision to the RFP or declare the proposal nonresponsive if the Towns determines that the proposed revisions constitute a material change to the RFP's service or performance requirements.

**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.

To the fullest extent permitted by law, all Towns shall release, indemnify, keep and save harmless All Towns listed, 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 one or more Towns (or by any person acting for the Towns or for whom the Towns 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 any 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 the 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 any of the Towns, its agents, officials or employees. The Towns expressly understand and agree that any insurance protection provided to any of the Towns, shall in no way limit any Towns' responsibility to release, indemnify, keep and save harmless and defend another Town(s) as herein provided. This indemnification provision shall not apply to any such claims, injuries or losses caused by the negligence or intentional acts of any Town(s), its agents, contractors, employees, elected officials, or volunteers.

**Contact Information:**

**Town of Surf City:**

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**North Topsail Beach**

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**Town of Topsail Beach**

Doug Shipley, Town Manager  
820 S. Anderson Blvd. Topsail Beach, NC 28445

**Town of Holly Ridge**

Heather Reynolds, Town Manager  
212 N Dyson Street Holly Ridge, NC 28445