

**BRUNSWICK COUNTY
NORTH CAROLINA**

AGREEMENT FOR SERVICES

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between The Town of Shallotte, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the “Town”), party of the first part, and that Ron Johnston DBA Ron Johnston Complete Remodeling & Clear View Lot Clearing (hereinafter referred to as the “Provider”), party of the second part;

Whereas, the Town of Shallotte wishes to engage the services of Provider to undertake services as set forth herein and desire to reduce the terms of this Agreement to writing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed upon by the parties, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as “Services”) are set forth in Exhibit A attached hereto and incorporated herein.

2. TERM OF AGREEMENT; TERMINATION

- (1) *Term.* The term of this Agreement begins on the date it is executed by both parties and is valid through December 30, 2026 unless sooner terminated as provided herein.
- (2) *Termination.* The parties may terminate this Agreement at any time without cause by giving thirty days’ written notice to the other party. As soon as practicable after receipt of a written notice of termination, the Provider shall submit a statement to the Town showing in detail the work performed under this Agreement through the effective date of termination.

3. COMPENSATION

Provider shall be paid the quoted amount within 30 days after the receipt of an approved invoice.

4. INDEPENDENT CONTRACTOR

Both the Town and the Provider agree that the Provider shall act as an independent contractor. The Provider represents that it has or will secure, at its own expense, all personnel required in

performing the Services under this Agreement. Accordingly, the Provider shall be responsible for payment of all federal, state, and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. The Provider shall not be entitled to participate in any plans, arrangements, or distributions by the Town pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to Town employees.

In the event the Internal Revenue Service should determine that the Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then the Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

5. PROVIDER REPRESENTATIONS

- (1) The Provider is a duly organized entity qualified to do business and in good standing under the laws of the State of North Carolina;
- (2) The Provider has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;
- (3) No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for the Provider to enter into and perform its obligations under this Agreement;
- (4) In connection with the Provider's obligations under this Agreement, it shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses;
- (5) The Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- (6) The Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- (7) The Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the generally accepted standards in the industry when performing said Services; and
- (8) The Provider acknowledges that if any specific licenses, certifications, or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation.

6. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.80 *et seq.*

7. DEBARMENT

The Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. The Provider must notify the Town within thirty (30) days if debarred by any governmental entity during this Agreement.

8. INDEMNIFICATION

The Provider shall defend, indemnify and hold harmless the Town, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against the Town or which the Town must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of the Provider, its employees or agents. The Provider shall be fully responsible to the Town for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

9. INSURANCE

The Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability with a total limit not less than \$1,000.00.00 and Commercial Automobile Liability required by the Town with limits acceptable to the Town. All insurance policies shall be endorsed, specifically or generally, to include the Town as an additional insured and as a certificate holder. The Provider shall furnish Town a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by the Town. The coverage shall contain no special limitations on the scope of protection afforded Town, its officers, agents, or employees.

10. WORKERS' COMPENSATION

To the extent required by law, the Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling the Provider's obligations under this Agreement.

The Provider agrees to furnish the Town proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

11. REMEDIES

- (1) *Right to Withhold Payment.* The Town reserves the right to withhold any portion, or all, of a scheduled payment if the Provider fails to perform under this Agreement until such breach has been fully cured.
- (2) *Setoff.* Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- (3) *Other Remedies.* Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

12. TAXES

The Provider shall be solely responsible for paying all taxes, fees, assessments, and premiums of any kind payable on its employees and operations.

13. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, the Provider understands that it is a requirement of this Agreement that the Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, the Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and the Provider shall require its subcontractors to do the same. Upon request, the Provider agrees to provide the Town with an affidavit of compliance or exemption.

14. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void.

15. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County, North Carolina. The provisions of this action shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to the provision of this section.

16. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

17. GOVERNMENTAL IMMUNITY

The Town, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals, written or oral.

19. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

20. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses, or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

21. AMENDMENTS

No amendments or modifications to this Agreement shall be valid unless in writing and signed by authorized agents of both the Provider and the Town.

22. NOTICES

Notices. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given upon delivery if delivered by hand (against receipt for same), electronic mail, or mailed by certified mail with a return receipt to the intended addressee at the address set forth below. Notice sent by hand delivery or electronic mail shall be effective upon delivery and notice by certified mail shall be effective upon the date of delivery as indicated on the return receipt.

Ron Johnston DBA Ron Johnston Complete Remodeling & Clear View Lot Clearing:

Ron Johnston
996 Village Point Road
Shallotte, NC 28470

Town: Assistant Town Manager
Town of Shallotte
106 Cheers Street
Shallotte, NC 28470

23. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

Town of Shallotte

By: _____

Printed Name: Art Dornfield

Title: Mayor

Date: _____

Ron Johnston DBA Ron Johnston Complete
Remodeling & Clear View Lot Clearing

Date: _____

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.”

Isaac Norris Finance Director
Shallotte, North Carolina

Date: _____

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, _____, Notary Public for said State and County, certify that Art Dornfield came before me this day and acknowledged that he is the Mayor of the TOWN OF SHALLOTTE, a North Carolina municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by him as its Mayor.

Witness my hand and notarial seal, this the _____ day of _____, 2026.

_____, Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, Notary Public for said State and County, certify that Ron Johnston, individually and DBA Ron Johnston Complete Remodeling & Clear View Lot Clearing personally came before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein set forth and in the capacity indicated.

Witness my hand and notarial seal, this the _____ day of _____, 2026.

_____, Notary Public

My commission expires: _____

EXHIBIT “A”

SERVICES TO BE PERFORMED