STATE OF NORTH CAROLINA INTERLOCAL AGREEMENT BETWEEN COUNTY OF POLK & TOWN OF COLUMBUS

This Interlocal Agreement ("Agreement") is entered into effective February 26, 2025, by and between the COUNTY OF Polk, a (body politic and corporate), organized and existing under the laws of the State of North Carolina ("County") and the Town of Columbus , a (municipal corporation) of the State of North Carolina.

W I T N E S S E T H:

WHEREAS, on September 25, 2024, Governor Roy Cooper issued Executive Order 315 declaring a statewide State of Emergency and on September 26, 2024, President Joseph R. Biden approved a federal disaster declaration for;

WHEREAS, on or about September 27-28, 2024, Tropical Storm Helene ("storm") devastated portions of County of Polk and Town of Columbus, yielding approximately an unknown amount cubic yards of debris countywide;

WHEREAS, storm-related debris removal requires a coordinated effort between
County, the incorporated municipalities, and state and Federal agencies to ensure that resources are applied where the need is most critical, all debris is removed, and that the public health, safety, and welfare are protected;

WHEREAS, the County Solid Waste Department, in conjunction with
(USACE, PRIVATE CONTRACTORS, ETC), is administering countywide storm-related debris removal;

WHEREAS, in order to achieve the orderly and efficient removal of storm-related debris, Town of Columbus desires that Polk County coordinate countywide storm-related debris removal including debris removal efforts within the territorial jurisdiction of Town of Columbus;

WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by N.C. Gen. Stat. §153A-445 and Ch. 160A, Art. 20, Part 1, Joint Exercise of Powers.

NOW, THEREFORE, in consideration of the mutual promises made in this Interlocal Agreement and the mutual reliance placed by each party on the responsibilities of each other, and such other good and valuable consideration as the Parties agree is sufficient, it is agreed as follows:

1.Purpose. The purpose of this Interlocal Agreement (Agreement) is to establish the terms and conditions under which the County will engage in storm-related debris removal within Town of Columbus' territorial jurisdiction.

2.Duration. This Agreement shall commence on February 26, 2025, and shall terminate on February 26, 2029, or upon the completion of storm-related debris removal in Town of Columbus.

3. Responsibilities.

a. Polk County shall oversee and administer storm-related debris removal on public rights-of-way, waterways, and private property within the territorial jurisdiction of the Town of Columbus.

b. Town of Columbus. Town of Columbus shall:

i. Prioritize areas impacted by the storm and provide that information to the County;

ii. Permit the County's contractors to enter Town of Columbus owned property at all reasonable times to inspect storm-related debris;

iii. Identify personnel to coordinate with the County and the County's contractors in storm-related debris removal efforts;

iv. Assist the County in securing Right-of-Entry Agreements from private property owners within the jurisdiction of Town of Columbus as requested by the County;

v. Cooperate with the County and provide information as necessary to the County for the purposes of receiving federal reimbursement for storm-related debris removal in the Town of Columbus;

vi. Cooperate in good faith with the County and the County's contractors in the debris removal process.

vii. Reimburse the County for Town of Columbus's pro rata share of any storm-related debris removal costs that are not reimbursed by the federal government.

4. Indemnification. Town of Columbus agrees to indemnify and hold harmless the County and its officers, agents, employees, and contractors against all liability, loss, and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of County or its contractors for any damages that result from the County's negligence in removing storm-related debris within PARTY B. The County is self-insured for tort claims. This notice of self-insurance does not waive any defense the County may raise to such a claim, including but not limited to governmental immunity.

5. Amendments. This Agreement constitutes the entire agreement between the Parties. This Agreement may be amended, supplemented, or modified only by duly executed written instruments as an amendment to this Agreement.

6. Termination. Either party may terminate this Agreement for any reason, or for no reason, by giving the other party at least thirty (30) days written notice.

7. Governing Law. This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of the State of North Carolina.

8. Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Superior Court Judge shall name a mediator to hear the matter. The parties shall equally share the mediator's fee. The mediation shall be held in at a location designated by the mediator selected to hear the matter.

9. Legal Proceedings. Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Polk County, North Carolina.

10. Severability. Should any provision(s) contained in this Agreement be declared, by a court of competent jurisdiction, to be void, unenforceable, or illegal, such provision(s) shall be severable and the remaining provisions hereof shall remain in full force and effect.

11. Notices. In the event either Party desires or is required to provide any notice to the other Party, the Party desiring or required to provide such notice shall provide it in writing by email to the other Party at the following address:

PARTY A:

Polk County

PO BOX 308

Columbus, NC 28722

PARTY B:

Town of Columbus

PO Box 146

Columbus, NC 28722

IN WITNESS WHEREOF, the individuals signing this Agreement warrant that they have the authority and power to enter into this Agreement on behalf of the County and PARTY B, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.

PARTY A	PARTY B
Polk County	Town of Columbus
_____	_____
Party A Authorized Signatory	Party B Authorized Signatory