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

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 Tryon, 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 Tryon, 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 Tryon desires that Polk County coordinate countywide storm-related debris removal including debris removal efforts within the territorial jurisdiction of Town of Tryon;

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 Tryon' 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 Tryon.

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 Tryon.

b. Town of Tryon. Town of Tryon 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 Tryon 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 Tryon 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 Tryon;

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 Tryon's pro rata share of any storm-related debris removal costs that are not reimbursed by the federal government.

4. Indemnification. Town of Tryon 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:	PARTY B:
Polk County	Town of Tryon
PO BOX 308	301 North Trade Street
Columbus, NC 28722	Tryon, NC 28782

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 Tryon
_____	
Party A Authorized Signatory	Party B Authorized Signatory

ROE No.	PRIVATE CONTRACTOR/FORCE ACCOUNT DEBRIS REMOVAL/DEMOLITION FEMA-4827-DR -24 Address: Tax ID Block/Lot: Federal/State/Tribal Landmark [Y/N]: N

RIGHT OF ENTRY ("ROE") ONTO PRIVATE PROPERTY FOR DEBRIS REMOVAL AND/OR DEMOLITION DISASTER ASSISTANCE (FEMA-4827- DR-24)

Ownership Interest's Grant of Right of Entry for Debris Removal and/or Demolition Activities

The undersigned hereby certifies he/she/they/ is/are (check):

___X___ Property Owner(s) with authority to grant access to the property at (Address) Town of Columbus, All Town Owned and/or maintained real property.

_____ The authorized agent of the Property Owner(s) at above address.

The Property Owner(s)/agent authorizes the State of North Carolina and the United States of America, their respective agents, successors and assigns, contractors and subcontractors (collectively, the "Governments/Contractors") to have the right of access and to enter the property above specified for purposes of performing debris removal as it is a public health and safety threat and/or for demolishing structures local authorities have determined through due process to be unsafe directly because of the declared major disaster, FEMA-4827- DR -24.

Governments/Contractors will perform the following work (check):

1. ___X____ Remove debris from the Property.
2. _____ Demolish the unsafe and condemned structure on the Property and remove the demolition debris.

If for Demolition: Mortgage and Insurance Adjuster Information

_____ The Property Owner(s)/agent certifies that no mortgage exists on said property.

_____ The Property Owner(s)/agent certifies that a mortgage does exist on said property.

_____ The Property Owner(s)/agent certifies that if insurance exists, an adjuster has inspected the property.

If for Demolition: Other Liens/Encumbrances on the Property

_____ The Property Owner(s)/agent certifies that no other liens or encumbrances exist on said property.

_____ The Property Owner(s)/agent certifies that (list type) lien[s] _____ exists on said property.

Government Not Obligated -- No Expense Except For Insurance Proceeds

The Property Owner(s)/agent understands that this Right of Entry does not obligate the Governments/Contractors to perform debris removal or demolition. Governments/Contractors will access the property under this ROE if the work has been determined necessary in accordance with Federal, State, Territorial, Tribal or local regulations. The Property Owner(s) will not be charged for the work conducted by Governments/Contractors. However, if the Property Owner(s) receives insurance proceeds or compensation from other sources for debris removal or demolition, the Property Owner's(s') obligation is set out in the section below, entitled "Avoidance of Duplication of Benefits: Reporting Debris Removal/Demolition Money Received."

Government Indemnified and Held Harmless

The Property Owner(s)/agent agrees to indemnify and hold harmless the Governments/Contractors for any damage of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury

or death to persons on the property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the Property Owner(s) has, or ever might or may have, by reason of any action taken by Governments/Contractors to remove debris or demolish unsafe structures.

Avoidance of Duplication of Benefits: Reporting Debris Removal/Demolition Money Received

Property Owner(s)/agent has an obligation to file an insurance claim if coverage is available. Property Owner(s)/agent understands and acknowledges that receipt of compensation or reimbursement for performance of the aforementioned activities from any source, including Small Business Administration, private insurance, an individual and family grant program or any other public or private assistance program could constitute a duplication of benefits prohibited by federal law. If the Property Owner(s)/agent receives any compensation from any source for debris removal or demolition activities on this property, the Property Owner(s)/agent will report it to the Town/City/County/Parish/State Department of _____ at (address & phone) _____.

Release of Insurance Information

If insured, the Property Owner(s)/agent authorize(s) its insurer, (Company) _____, to release information relating to coverage and payments for debris removal/demolition activities (Claim #_____, Policy #_____) to the Town/City/County/Parish/State agency identified herein.

Acknowledgment of Prohibition on Fraud, Intentional Misstatements

The Property Owner(s)/agent understands that an individual who fraudulently or willfully misstates any fact in connection with this agreement may be subject to penalties under state and federal law, including civil penalties, imprisonment for not more than five years, or both, as provided under 18 USC § 1001.

Signature(s). Witnesses Required Only if Demolition
Property Owner(s) or Authorized Agent -- Mortgage/Lien Holder(s) if Demolition

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this _____ day of _____, 202X.

Witness 1_____

Witness 2 _____

Privacy Act Statement: The Property Owner/ Owner's Authorized Agent acknowledges that information submitted will be shared with other government agencies, federal and non-federal, and contractors, their subcontractors and employees but solely for purposes of disaster relief management to meet the objectives of this Right of Entry. This form is signed to allow access to perform debris removal and/or demolition operations on the above-mentioned property, to authorize the release of insurance policy/claim information and to assure notification of any lien holder of demolition.

Property Owner(s)/Authorized Agent:
Sign: Timothy J. Barth

Print: Property Owner(s)/Authorized Agent:
Current Address and Telephone No.: _____
Timothy J. Barth (832) 899-9702

ALSO, IF DEMOLITION: Lien Holder(s):
Sign_____

Print: Mortgage Holder/Authorized Agent:
Current Address and Telephone No.:

_____

Sign_____

Print: **Other Lien Holder**/Authorized Agent:
Current Address and Telephone No.: _____