

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

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(Finance Officer)

**NCLM MUNICIPAL ENVIRONMENTAL ASSESSMENT COALITION  
PROJECT PARTICIPATION AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Town of Nags Head (sometimes hereinafter referred to as the "Town" and the North Carolina League of Municipalities (sometimes hereinafter referred to as the "League").

**RECITALS**

WHEREAS, in accordance with a mandate of the U.S. Environmental Protection Agency ("EPA"), the N.C. Department of Environment and Natural Resources Division of Water Quality ("DWQ") has initiated a review and modification of existing surface water quality standards, proposing to lower the standards for various metals and the nutrient chlorophyll-a; and,

WHEREAS, the DWQ proposed standards are extremely complex expressions of national scientific studies which will cause, when enacted, municipalities statewide to undertake expensive upgrades to wastewater treatment plants, implement stormwater programs, enact development regulations such as riparian buffers, and restrict further land application of biosolids practices; and,

WHEREAS, members of the League's Planning & Services Technical Advisory Committee recognized the potential burdens of the proposed standards and related rules and identified the need for a coordinated statewide analysis of the impacts of those rules in order to obtain accurate, science-based knowledge to be used in efforts to promote the adoption of rules that will protect water quality while having the least negative impact upon municipalities; and,

WHEREAS, the Committee further recognized that specialized professional expertise would be required to conduct the analysis and suggested that the League, as an additional service to its members, engage an engineering firm to perform that work with the costs thereof to be funded by members of the League desiring to participate; and,

WHEREAS, the League, through a subcommittee of the Planning & Services Technical Advisory Committee, will recommend that an engineering firm ("Consultant") be selected to conduct the analysis and perform the work desired; and,

WHEREAS, the League is prepared to move forward and contract with the Consultant, once selected, and the Town desires to participate in funding the costs of the work as herein specified.

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the League and the Town agree as follows:

## **1. Definitions**

The following terms, except where the context clearly indicates otherwise, shall have within this Agreement the respective meanings set forth below.

(a) "Agreement" means this NCLM Municipal Environmental Assessment Coalition Project Participation Agreement.

(b) "Consulting Services Agreement" shall mean that agreement entered into between the League and the Consultant pursuant to which the Services will be performed.

(c) "MEAC" means the Municipal Environmental Assessment Coalition which is the group of League members that agree to participate in the Project Cost. A "MEAC Participant" is a member of the group.

(d) "Participant Cost" means the portion of the Project Cost paid to the League by an individual MEAC Participant.

(e) "Project Cost" means the cost for the Services as provided by the Consultant pursuant to the Consulting Services Agreement.

(f) "Project Fund" means the separate fund held by the League consisting of the total amount of Participant Costs received from MEAC Participants and applied in accordance with this Agreement.

(g) "Services" means the work to be performed by the Consultant to include conducting a fiscal analysis of the statewide impacts and benefits of the proposed DWQ rules; explaining the areas of state policy that affect implementation of the

proposed rules; and suggesting modifications or alternatives to those rules that will lessen the impacts or increase the benefits of the proposed rules.

## **2. Project Administration**

The League, subject to the provisions of Section 5 below, shall enter into the Consulting Services Agreement. The League will administer the Consulting Services Agreement and, in consultation with members of the League's Planning & Services Technical Advisory Committee, supervise the work of the Consultant. The League shall pay sums due to the Consultant under the Consulting Services Agreement from the Project Fund.

## **3. Participant Cost**

The amount of the Participant Cost to be paid by the Town is Two Hundred Fifty Dollars (\$250.00). The Participant Cost shall be paid in two installments due as follows: one-half at such time as this Agreement is executed by the Town and it is submitted to the League for execution; and, one-half on or before July 31, 2010 upon submission of an invoice by the League, such invoice to be submitted subsequent to July 1, 2010.

## **4. Use of Project Results**

The results of the work performed by the Consultant will be available for use by the League and MEAC Participants.

## **5. Conditions Precedent to League's Performance**

The League's obligation under this Agreement to enter into the Consulting Services Agreement is conditioned upon a sufficient number of municipalities entering into similar agreements with the League (obligating such municipalities to provide funds to pay the Project Cost) to fund the full amount of the Project Cost. The Town acknowledges that, in reliance upon this Agreement, the League will enter into the Consulting Services Agreement and thereby incur monetary obligations which will be paid, in part, by payment of the Participant Cost. In the event that the League does not enter into the Consulting Service Agreement, the League will refund to the Town the portion of the Participant Cost paid by it.

**6. Miscellaneous**

- (a) This Agreement shall be dated as of the date it is executed by the Town.
- (b) This Agreement shall be executed in two counterparts, each of which shall constitute an original. This Agreement and its counterpart shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Town of Nags Head

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

North Carolina League of Municipalities

By: \_\_\_\_\_  
S. Ellis Hankins  
Executive Director