

Tab 4



Eastern Carolina Council

Via Email
manager@townoforiental.com

July 14, 2023

Ms. Diane Miller
Town Manager
Town of Oriental
P.O. Box 472
Oriental, NC 28571

Re.: Proposal for 160D Compliance Review

Ms. Miller,

After reviewing your zoning ordinance, Eastern Carolina Council (ECC) is pleased to submit this proposal to the Town of Oriental for review of its development ordinances for 160D compliance. Attached is a proposed contract for consideration by the town.

ECC will provide services generally consisting of recommending updates to the existing Zoning, Subdivision, and Minimum Housing Code ordinances (as applicable), to allow for minimum changes required by the new North Carolina Land Use Laws in NCGS 160D and SL 2019-111. The fee for these services is a not-to-exceed amount of \$14,500. ECC will provide a digital copy of the proposed ordinance amendments to the town. One presentation of the proposed ordinance(s) at a board meeting is included in the price. Additional presentations can be made at an additional cost of \$500 per meeting. The town would be responsible for managing, submitting, and incurring the cost of any public notice requirements.

Please let me know if you have any questions. We hope to begin working with you on this project in the near future.

Sincerely,



David Bone
Executive Director
Eastern Carolina Council

TECHNICAL ASSISTANCE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, by and between the Neuse River Council of Governments, d/b/a Eastern Carolina Council ("CONSULTANT") and the Town of Oriental ("CLIENT").

1. **Engagement:** CONSULTANT hereby agrees to an engagement for services to be delivered to CLIENT and CLIENT accepts the engagement upon the terms and conditions hereinafter set forth
2. **Duties:** CONSULTANT is engaged to provide services as set forth in Exhibit A as attached to this Agreement and incorporated by reference herein (the "Scope of Work").
3. **Compensation:** The CLIENT shall pay the CONSULTANT a sum not to exceed \$14,500 as compensation for the services as set forth in EXHIBIT A. The CLIENT must provide a Word file of the ordinances for review. If the CLIENT cannot provide the ordinances in a Word format, an additional fee of \$5,500 will be charged. One presentation of the proposed ordinance(s) at a board meeting is included in the price. Additional presentations can be made at an additional cost of \$500 per meeting. Such prior approval may be given by the following CLIENT representatives: _____.
CONSULTANT will ordinarily invoice CLIENT monthly for CONSULTANT's prorated fees and for expenses as incurred. Payment terms are NET30 of receipt of invoice.
4. **Severability:** If any provision of this Agreement, or the application thereof to either party, is held to be illegal, unenforceable, or otherwise held invalid in any respect by government promulgation, operation of law, court decree, or otherwise, such holding shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision.
5. **Benefit:** This Agreement will be binding on and inure to the benefit of the parties hereto and their respective representatives, successors, and permitted assigns. No person other than the parties hereto is a beneficiary of this Agreement.
6. **Records:** CONSULTANT's records which relate to the Scope of Work will be preserved and made available to CLIENT on request in accordance with Chapter 132 of the North Carolina General Statutes.
7. **Counterparts; Electronic Execution:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.
8. **Non-Assignability:** Neither party shall assign any interest in the Agreement nor transfer any interests in the same without prior written consent of the other party.

9. **Governing Law; Interpretation:** This Agreement has been executed in and shall be governed by the internal laws of the State of North Carolina. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Both parties have participated in negotiating and drafting this Agreement, so any rule of interpretation which holds that a contract shall be interpreted in favor of the non-drafting party shall not apply to the interpretation of this Agreement. The headings contained in this Agreement are for reference purposes only and shall not be considered terms of this Agreement. As used herein, the masculine gender shall include the feminine and neuter, the singular number the plural, and vice versa, whenever such meanings are appropriate.

10. **Entire Agreement; Amendment; Waiver:** This writing constitutes the entire agreement between the parties hereto and supersedes any prior understanding or agreements or accompanying communications between them respecting the subject matter. There are no representations, arrangements, understandings, or agreements, oral or written, in respect of the subject matter of this Agreement, except those fully expressed herein. No amendments, changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or binding unless made in writing and signed by both parties hereto. The failure of either party to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of that party thereafter to enforce any such provisions. Waiver by either party hereto of any breach or default by the other party of any of the terms and provisions of this Agreement shall not operate as a waiver of any other breach or default, whether similar to or different from the breach or default waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date written above.

Eastern Carolina Council

Town of Oriental

David Bone, Executive Director

Diane H. Miller, Town Manager

ATTEST:

Melinda McGuire, ECC Finance Director

Attest, Town of Oriental

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

Finance Officer, Town of Oriental

EXHIBIT A

Per this agreement, the CONSULTANT will provide services generally consisting of recommending updates to the existing Zoning, Subdivision, and Minimum Housing Code ordinances (as applicable), to allow for minimum changes required by the new North Carolina Land Use Laws in NCGS 160D and SL 2019-111.

The CLIENT must provide a Word file of the ordinances for review. If the CLIENT cannot provide the ordinances in a Word format, an additional fee of \$5,500 will be charged.

The CLIENT is responsible for managing, submitting, and incurring the cost of any public notice requirements.

The CONSULTANT will provide a digital copy of the proposed ordinance amendments to the client. One presentation of the proposed ordinance(s) at a board meeting is included in the price. Additional presentations can be made at an additional cost of \$500 per meeting.

The CONSULTANT staff will periodically update Town staff of the current status of the agreement and provide prompt notification of any potential overage which may necessitate a modification to this agreement and reversion to hourly based services.