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August 31, 2020

Via DocuSign

Mr. Charles Watts
City Attorney
The City of Greensboro
300 W. Washington Street
Greensboro, North Carolina 27401

RE: The Letter of Agreement concerning Hazardous Materials Emergency Response Team (RRT) Services.

Dear Mr. Watts:

Enclosed is an original of the agreement for Hazardous Materials Emergency Response Team Services. The Agreement includes this Letter of Agreement, Contract, Exhibits, and Standard Operating Guidelines (SOGs)/General Operating Guidelines (GOGs). The Agreement is complete only when you take these four elements as a whole.

The Agreement is subject to the approval of your governing body as signified by signature of local authorities. The Agreement is subject to the following conditions:

- 1. The City of Greensboro Hazardous Materials Emergency Response Team services Agreement is as detailed in the Contract and Exhibits. Please be advised that there is no promise, express or implied as to future funding in subsequent biennia as funding is subject to legislative approval.**
- 2. The Contractor will operate a hazardous materials emergency response team utilizing the State Hazardous Materials Emergency Response Vehicle and State Equipment Trailers supplied by the State.**
- 3. The parties agree that the details of the Contractor's services are specified in the Standard Operating Guidelines/General Operating Guidelines.**

4. **The term of the Agreement will be from November 1, 2020 through June 30, 2024. The parties recognize that we do not guarantee future funding and the services contracted for may need to change. Accordingly, we make no promises, express or implied, regarding future funding.**
5. **If not already provided, the Contractor agrees to provide original certificates of insurance for worker's compensation coverage for Regional Response Team personnel and automobile liability and automobile collision insurance for Contractor's vehicles used pursuant to the terms of this Agreement. The certificates of insurance must be acceptable to the State's Risk Management Division.**
6. **The parties agree that the Contractor will provide services to the primary response area as generally depicted in Exhibit A and described in Section 2.1.1 of the Contract. The parties agree that the Contractor will provide services outside the primary response area as described in Section 2.1.5 of the Contract.**
7. **The Contractor recognizes that rights or authorities do not arise under this Agreement until the State issues a written "Notice to Proceed". The State only will issue a "Notice to Proceed" after the Contractor is trained and equipped to respond according to the Agreement and OSHA requirements.**

If the conditions of the Agreement including this Letter of Agreement, Contract, Exhibits, Standard Operating Guidelines (SOGs)/General Operating Guidelines (GOGs) are satisfactory, please sign via DocuSign. Please note that the Agreement is not final until executed by all parties listed. We will return a copy of the original Agreement with all signatures to you. If you have questions, please contact me at (919) 716-6565.

Very truly yours,

Cheryl A. Perry

Cheryl A. Perry
Assistant Attorney General
(Electronically signed to avoid delay)

c: **Mike Sprayberry, Director**
Justin Graney, RRT Program Coordinator