

VII. Minor Amendments.

Minor amendments to this agreement may be accomplished by concurrence of both the Tobaccoville Administrator and Clemmons Manager to accommodate unforeseen circumstances and to ensure timely completion of services in a safe and regulatory compliant manner.

VIII. Legal Representation and Liability.

The Village Director of Public Works will assume responsibility for determining quality of final product. The Village of Tobaccoville agrees to hold harmless the Village of Clemmons from any liability whatsoever in connection with this project, except for (i) damage, repair or maintenance to the Village of Clemmons equipment unless caused by the negligent acts of the Village of Tobaccoville; or (ii) injury or damage caused by the willful or negligent acts of the personnel of the Village of Clemmons; (iii) or any injury to such personnel while acting within the scope of their duties as provided in this Agreement to the extent covered by insurance of the Village of Clemmons. The Village of Tobaccoville shall incur no liability whatsoever for any claim, or injury to person or property that occur as a result of or during a time of the Village of Clemmons personnel acting outside of the scope of their duties as provided in this Agreement.

IN WITNESS WHEREOF, the Villages of Clemmons and Tobaccoville authorize this Agreement to be executed and attested by their undersigned officers, to be effective upon adoption.

This the 26th day of February, 2018.

John Wait
Mayor, Village of Clemmons

Mark Baker
Mayor, Village of Tobaccoville

ATTEST

ATTEST

Lisa Shortt
Village Clerk

Robin Key
Village Clerk

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

Ann Stroud
Finance Officer

Dan Corder
Finance Officer