

**EXTENSION OF
ANNUAL AGREEMENT FOR
DEBRIS MANAGEMENT SERVICES**

THIS EXTENSION OF ANNUAL AGREEMENT FOR DEBRIS MANAGEMENT SERVICES (“Extension”) is entered into by and between DRC Emergency Services, LLC, an Alabama limited liability company (“Contractor”), and the Town of Nags Head, a political subdivision of the State of North Carolina (“Town”).

WHEREAS, Contractor and Town entered into that certain Annual Agreement for Debris Management Services on July 3rd 2014 (the “Contract”), pursuant to which Contractor has agreed to provide the Town with emergency removal of certain storm debris; and

WHEREAS, Section 3.6 of the Contract provides the Town with an option to renew the Contract for two (2) additional one (1) year periods; and

WHEREAS, the Town and Contractor both desire for the Town to exercise the option to renew the Contract for the first of the two (2) additional one (1) year periods.

NOW, THEREFORE, in consideration of the mutual promises contained below and in the Contract, the sufficiency of which are hereby expressly acknowledged, the Town and Contractor agree as follows:

1. Extension of Contract. The Town and the Contractor hereby agree that the Contract shall be, and hereby is, extended pursuant to Section 3.6 of the Contract for a period of one (1) year, said extended term shall begin on the later of July 1st, 2015 or the date in which both parties have executed this Extension and shall continue through June 30th, 2016.
2. Other Contract Terms. Except as otherwise set forth in this Extension, the provisions of the Contract shall remain in full force and effect.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Extension as of the dates indicated below.

CONTRACTOR

Witness or Attest

DRC Emergency Services, LLC

Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____, 2015

TOWN

Witness or Attest

Town of Nags Head

Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____, 2015

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

_____, 2015

Finance Officer