

**INTERLOCAL AGREEMENT BETWEEN ORANGE COUNTY, THE TOWN OF
CHAPEL HILL, THE TOWN OF CARRBORO AND THE TOWN OF HILLSBOROUGH
REGARDING THE PROVISION OF SERVICES RELATED TO A COMPREHENSIVE
EMERGENCY OPERATIONS PLAN**

THIS AGREEMENT, made and entered into this ____ day of _____, 2023 between the Town of Chapel Hill, a municipal corporation in Orange County, North Carolina (hereinafter referred to as "Chapel Hill"); the Town of Carrboro, a municipal corporation in Orange County, North Carolina (hereinafter referred to as "Carrboro"); the Town of Hillsborough, a municipal corporation in Orange County, North Carolina and Orange County, a political subdivision of the State of North Carolina (hereinafter referred to as the "County"), for the provision of a comprehensive plan outlining emergency operations for each town and the County. (The municipalities may be referred to collectively as the "Towns," and County and Towns may be referred to individually as "Party" and collectively as the "Parties").

WITNESSETH

WHEREAS, the County and Towns are public bodies, politic and corporate, under the laws of the State of North Carolina and are vested with the power and authority by Article 20 of North Carolina General Statutes Chapter 160A to enter into this Inter-local Agreement (hereinafter referred to as the "Agreement"); and

WHEREAS, the County and Towns desire to have a qualified contractor develop a comprehensive emergency operations plan outlining the responsibilities and expectations of each Party during an emergency.

NOW, THEREFORE, in consideration of the foregoing and on mutual promises and obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the County and Town agree as follows:

1. TERM AND TERMINATION

This Agreement will become effective upon execution by the Town and the County and remain in effect until terminated by agreement of the Parties or by any Party upon giving the other Party a 6 month written notice of its intent to withdraw.

2. COMPREHENSIVE EMERGENCY PLAN

County shall draft and circulate an RFP for the contractor to develop the Comprehensive Emergency Plan. Each Town may have their own addendum to the plan addressing any issues specific to their jurisdiction.

3. REIMBURSEMENT OF COSTS

Each party will pay a portion of the costs of this service. Orange County will pay 50% of the total costs, not to exceed \$90,000. Chapel Hill will pay approximately 17% of the total costs, not to exceed \$30,000. Carrboro will pay approximately 17% of the total costs, not to exceed \$30,000. Hillsborough will pay approximately 17% of the total costs, not to exceed \$30,000.

4. DISPUTE RESOLUTION

The Parties shall endeavor to resolve any disputes arising from or related to this Agreement amicably through a meeting of the County and Town managers and when requested by the managers the County Chair and Town Mayors. Should such attempts at amicable resolution fail to resolve the dispute the County and Town managers shall mutually agree on the selection of a certified mediator to conduct a mediation of the dispute. Should the managers be unable to agree on a mediator the County may select a mediator. Should mediation fail to resolve any disputes then such disputes shall be resolved in the General Court of Justice sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have venue or jurisdiction with respect to any suits or actions to enforce or interpret or seek damages with respect to any provision of or performance or non-performance of, this Agreement.

5. AMENDMENTS

This Agreement may be amended upon written approval executed by authorized individuals of all parties to this Agreement.

6. NOTICE

Any notice required by or pursuant to this Agreement, or any amendment or renewal, shall be in writing and delivered by United States Mail to the following:

To Orange County:

Orange County
Sarah Pickhardt
PO Box 8181
Hillsborough, NC 27278

To Chapel Hill:

To Carrboro:

To Hillsborough:

7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties hereto and is effective the date first above recorded.

In witness whereof, the Parties, by and through their authorized agents, have hereunder set their hands and seal as of the day and year first above written.

Manager, Town of Chapel Hill

Manager, Orange County

Manager, Town of Carrboro

Manager, Town of Hillsborough

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

Chapel Hill Finance Director

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

Carrboro Finance Director

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

Hillsborough Finance Director

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

Orange County Finance Director