

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ORANGE COUNTY AND THE TOWN OF CARRBORO**

**Funding for Joint Economic Development Programs
Article 46 Collaborative Outreach**

WHEREAS, North Carolina law authorizes counties to enter into agreements with third parties to provide services under mutually agreed upon terms and conditions; and

WHEREAS, the Town of Carrboro (“Town“) wishes to provide services or engage in economic development activities as designated herein, and Orange County (“County“) and its residents and businesses would benefit from those services or activities.

NOW THEREFORE, the County and Town agree, through this Memorandum of Understanding (“MOU”), to the following terms and conditions:

1. County authorizes the Town to request Collaborative Outreach funding from Article 46 for fiscal year 2020-2021 up to the amount of **Thirteen Thousand Seven Hundred Seventy-Five Dollars and Forty-One Cents (\$13,775.41)** and for fiscal year 2021-2022 up to the amount of **Thirteen Thousand Eight Hundred Dollars (\$13,800.00)**. The services or activities that qualify under this funding category shall consist of and be limited to economic development programs that aid in job creation, drive economic growth, support existing businesses, recruit new businesses, and in the promotion of other activities such as innovation and entrepreneurial growth, agri-tourism and agriculture in Orange County. No other services or activities are authorized by this MOU. The funding amount will be calculated annually based on a formula that adds the total population of Chapel Hill, Carrboro, Hillsborough and the portion of Mebane located within Orange County, and allocates each towns’ percentage of the total population to the total amount of Collaborative Outreach funding budgeted in a given year (\$60,000.00 for FY 2021-22). Collaborative Outreach funds that are not requested by the Town within the given fiscal year will automatically roll over to the next year and be available for the Town to request at a later date.
2. The Town shall make a request to the County, in writing, to access these funds. The request shall include details pertaining to the amount of funding sought, a description of the services or activities the funding would support, the expected outcomes, any additional partners in the services or activities, and what resources the Town is providing to the services or activities. The Town shall also express any additional role they expect the County to play as it relates to the identified services or activities, and to acknowledge use of the Collaborative Outreach funding as a joint partnership between the Town and the County.

3. That by entering into this MOU, the County assumes no liability for, and the Town fully releases County from liability for damages to its property or injury to its employees, agents, or officials caused by the acts or failures to act of its employees, agents, or officials related to the activities authorized herein. Additionally, to the extent authorized by law, the Town shall indemnify and hold harmless County, its officials, employees, and agents from any damage of any type or destruction of real or personal property and for bodily injury or death to any persons resulting from the negligent acts or failures to act of the Town or its agents, contractors, employees, or officials in any way related to the services or activities authorized herein.
3. The County shall not be obligated to provide work, supplies, staffing, or other items or things to the Town for the performance of its services or activities, unless otherwise outlined in the request as referenced under point 2. No partnership, joint venture, or other relationship is formed by entry into this MOU.
4. This MOU shall be effective from July 1, 2021 through and including June 30, 2022. The Town shall provide the County with a written report prior to the June 30, 2022 MOU expiration, indicating the results of the expected outcomes including any new economic development gains in jobs added or revenues received as a result of the actual services or activities supported by these funds. The MOU may be renewed annually upon mutual written agreement of both parties, and, subject to the availability of Article 46 funds earmarked by the Board of County Commissioners specifically for the Collaborative Outreach.

Wherefore the Parties hereto have set their hands and seals this ____ day of _____, 20____.

Orange County Manager

Town of Carrboro