

**INTERLOCAL AGREEMENT BETWEEN ORANGE COUNTY
AND THE TOWNS OF CARRBORO, CHAPEL HILL, AND HILLSBOROUGH
REGARDING THE ACQUISITION OF RECYCLABLE MATERIALS ROLL CARTS**

THIS AGREEMENT, made and entered into this 3rd day of February, 2014 between Towns of Carrboro, Chapel Hill, and Hillsborough, North Carolina municipal corporations, of Orange County, North Carolina (hereinafter referred to individually as the "Town" and jointly as "Towns"); and Orange County, a political subdivision of the State of North Carolina (hereinafter referred to as the "County"), for the acquisition of recyclable materials roll carts for the collection of recyclable materials. (County and Towns may be referred to 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 Interlocal Agreement (hereinafter referred to as the "Agreement"); and

WHEREAS, the County operates and/or contracts for the operation of solid waste and/or recyclable materials collections services in the jurisdictions of the Towns; and

WHEREAS, the County and Towns desire to apply for and acquire grants to assist in the acquisition of roll carts to further the operation of solid waste and or recyclable materials collections services in each jurisdiction.

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 Towns agree as follows:

1. TERM AND TERMINATION

- a. This Agreement shall commence 1/10 2014 and shall continue until all roll cart grant fund awards are received, or Towns notified of denial of grant award, and awarded funds transmitted to Orange County.
- b. This Agreement may be renewed or amended upon written agreement of the Parties.
- c. This Agreement may be terminated by the Parties hereto only upon mutual written agreement of all the Parties.

2. COUNTY RESPONSIBILITIES

- a. County shall order the roll carts necessary to fully operate, or procure services to operate, recyclable materials collections within each Town's jurisdiction.
- b. County shall ensure that vendor prepares separate invoices to each of the Towns for roll carts needed to serve each Town.
- c. County shall instruct vendor to send all Town invoices for the purchase of the roll carts to County.
- d. Upon receipt of Towns' roll cart invoices County shall forward to the Towns their respective invoices together with full payment by the County to each Town of the amount owed by that Town to the vendor.

3. TOWN RESPONSIBILITIES

- a. Each Town shall apply for grants as designated by County for funds to assist with the purchase of roll carts.
- b. Immediately upon receipt from the County of roll cart invoices and payment by the County to the Towns of the amount of said invoices, each Town shall pay to the vendor the amount set forth in their respective invoices.
- c. Upon receipt of grant funds designated for the purchase of roll carts Town shall accept such grant funds and shall, within thirty (30) days of receipt, pay to County amount equal to the received grant funds.
- d. Acknowledge any and all ownership interest in the roll carts is and shall remain with County.

4. INDEMNIFICATION

To the extent authorized by North Carolina law County and Towns each agree to indemnify and hold harmless one another, their agents, officials, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from any acts of County or each Town, their agents, officials, employees, guests or invitees caused by or directly related to the performance of this Agreement, including but not limited to court costs and attorney's fees incurred by the County and Towns in connection with the defense of said matters.

5. NOTICE

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

To Carrboro:

Town of Carrboro
Town Manager
301 West Main Street
Carrboro, NC 27510

To the County:

Orange County
County Manager
200 S. Cameron Street
Hillsborough, NC 27278

To Hillsborough:

Town of Hillsborough
Town Manager
101 East Orange Street
Hillsborough, NC 27278

To Chapel Hill:

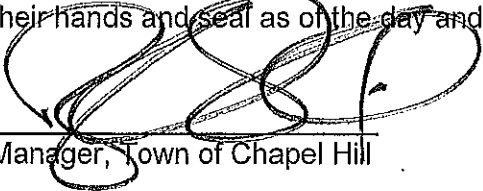
Town of Chapel Hill
Town Manager
405 Martin Luther King, Jr. Blvd.
Chapel Hill, NC 27514

6. ENTIRE AGREEMENT


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

[SIGNATURE PAGE TO FOLLOW]

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

ATTEST:

ATTEST:

Town Clerk

Clerk to the Board




Manager, Town of Carrboro




Manager, Town of Hillsborough

ATTEST:

ATTEST

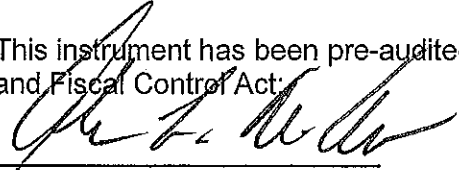


Town Clerk



Town Clerk

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



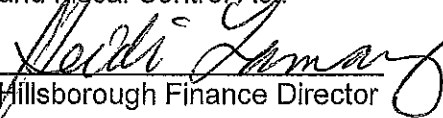
Carrboro Finance Director

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

 1/28/14

Chapel Hill 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

