

**INTERLOCAL AGREEMENT BETWEEN ORANGE COUNTY
AND THE TOWNS OF CARRBORO AND CHAPEL HILL REGARDING THE
REIMBURSEMENT OF COSTS FOR ENGINEERING SERVICES AND COMMUNITY
OUTREACH IN THE HISTORIC ROGERS ROAD AREA**

THIS AGREEMENT, made and entered into this ____ day of _____, 2014 between Towns of Carrboro and Chapel Hill, both North Carolina municipal corporations situated in 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 reimbursement to the County by the Towns for the County's expenditures pursuant to the County's interlocal agreement with Orange Water and Sewer Authority ("OWASA") dated June 3, 2014 and the County's community outreach agreement with the Marian Cheek Jackson Center for Saving and Making History, a North Carolina Nonprofit Corporation (hereinafter referred to as "Jackson Center") dated June 17, 2014. (County and Towns may be referred to collectively as the "Parties")

WITNESSETH

WHEREAS, the County and Towns are public bodies, politic and/or 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 Statute Chapter 160A to enter into this Interlocal Agreement (hereinafter referred to as the "Agreement"); and

WHEREAS, representatives of the County and Towns have previously agreed in principle to jointly fund preliminary engineering services performed by OWASA for the purpose of designing sewer lines in the Historic Rogers Road area and community outreach in that area with the County paying forty-three percent (43%), Chapel Hill paying forty-three percent (43%), and Carrboro paying fourteen percent (14%) of the total cost; and

WHEREAS, on February 10, 2014 the Town of Chapel Hill approved a resolution authorizing the Town Manager to prepare agreements and take appropriate budget action to initiate preliminary engineering and outreach efforts for the Rogers Road sewer project and on March 4, 2014 the Town of Carrboro approved a resolution authorizing the Town to share in the costs of preliminary engineering and community outreach; and

WHEREAS, representatives of the County and Towns also agreed in principle that the County would work directly with OWASA (Agreement attached as Exhibit 1) and the Jackson Center (Agreement attached as Exhibit 2), and that the County would be reimbursed for the designated percentages of the engineering and community outreach costs; and

WHEREAS, the County and Towns and now desire to formally establish the terms of the Towns' reimbursements to the County.

NOW, THEREFORE, in consideration of the foregoing and based 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 upon execution and shall continue until all reimbursements are paid in full with such payment in full occurring no later than June 30, 2015.
- b. This Agreement may be renewed or amended upon written agreement of the Parties.

2. RESPONSIBILITIES OF TOWNS

- a. The Town of Carrboro is responsible for fourteen percent (14%) of the total cost of the engineering services and community outreach. The Town of Carrboro shall, upon receipt of a County generated invoice, pay to County Town's respective costs associated with the engineering and community outreach services. The amount paid by Carrboro shall not exceed twenty-five thousand two hundred dollars (\$25,200.00).
- b. The Town of Chapel Hill is responsible for forty-three percent (43%) of the total cost of the engineering services and community outreach. The Town of Chapel Hill shall, upon receipt of a County generated invoice, pay to County Town's respective costs associated with the engineering and community outreach services. The amount paid by Chapel Hill shall not exceed seventy-seven thousand four hundred dollars (\$77,400.00).
- c. Each Town shall pay its full obligation as set out in this Section 2 within thirty (30) days of receipt of the County's invoice.

3. RESPONSIBILITIES OF COUNTY

- a. The County shall work directly with OWASA to secure engineering services and the Jackson Center to secure community outreach services.
- b. The County is responsible for forty-three percent (43%) of the total cost of the engineering services and community outreach.
- c. The County shall invoice Towns for the specified reimbursement amounts and/or percentages as shown in Section 2. This invoice will be in the form of a single invoice upon the conclusion of the services contemplated in Exhibit 1 and Exhibit 2 and said invoice shall be accompanied by a written statement indicating those services have concluded.

4. 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 seals as of the day and year first above written.

Manager, Orange County

Manager, Town of Chapel Hill

Manager, Town of Carrboro

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

Carrboro Finance Officer

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

Chapel Hill Finance Officer