

**NORTH CAROLINA
ORANGE COUNTY**

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

THIS AGREEMENT, made and entered into this ____ day of _____, 2015 between Towns of Carrboro and Chapel Hill, both North Carolina municipal corporations (hereinafter jointly as the "Towns"), and Orange County, a political subdivision of the State of North Carolina (hereinafter referred to as the "County"), for reimbursement to the County by the Towns for the County's expenditures pursuant to the County's expenditures pursuant to the County's interlocal agreement with Orange Water and Sewer Authority ("OWASA") for engineering dated June 3, 2014 and for design dated June ____, 2015 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 and the County's Outreach Work Plan for sewer outreach and Community-First Planning dated June ____, 2015 as well as for the construction of the Rogers Road Community Center building at 101 Edgar Street. (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 and design services performed by OWASA for the purpose of designing sewer lines in the Historic Rogers Road Area and Community outreach and planning 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 of Carrboro 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, design, and community outreach and planning costs; and

WHEREAS, the County and Towns 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, 2016.
- b. This Agreement may be renewed or amended upon written agreement of the Parties.

2. TOTAL COSTS

PRELIMINARY PHASE 1

Project	Entity	Cost
<u>RENA Community Center (Design/Construction/Oversight)</u>	<u>Perkins + Will Architects</u> <u>Riggs-Harrod Builders</u>	\$650,000
<u>Sewer Preliminary Engineering Phase 1</u>	<u>URS (AECOM)</u>	\$130,000
<u>RENA Community Outreach</u>	<u>Marian Cheek Jackson Center (MCJC)</u>	\$50,000
<u>Sewer System Engineering Design Phase 2</u>	<u>AECOM</u>	\$415,000
<u>RENA Sewer Implementation Outreach</u>	<u>MCJC</u>	\$42,100
<u>RENA Community First Planning</u>	<u>MCJC</u>	\$47,800
TOTAL		\$1,334,900

3. RESPONSIBILITIES OF TOWNS

- a. The Town of Carrboro is responsible for fourteen percent (14%) of the total cost reflected in Section 2 above. The Town of Carrboro shall, upon receipt of a County generated invoice, pay to County the Town's respective percentage of the total costs reflected in Section 2.

- b. The Town of Chapel Hill is responsible for forty-three percent (43%) of the total cost reflected in Section 2 above. The Town of Chapel Hill shall, upon receipt of a County generated invoice, pay to the County the Town's respective percentage of the total costs reflected in Section 2. The Town of Chapel Hill's contribution shall be directed to toward the RENA Community Center portion of cost schedule set out in Section 2 as long as it does not exceed the cost.
- 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.

4. RESPONSIBILITIES OF COUNTY

- a. The County shall work directly with OWASA to secure engineering and design services and the Jackson Center to secure community outreach and planning services.
- b. The County is responsible for forty-three percent (43%) of the total cost reflected in Section 2 above.
- ~~b.~~
- 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.

5. 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.

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

Manager, Orange County

ATTEST

By: _____
Clerk

Finance Director, Orange County

[SEAL]

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

Manager, Town of Carrboro

ATTEST

By: _____
Clerk

Finance Director, Town of Carrboro

[SEAL]

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

Manager, Town of Chapel Hill

ATTEST

By: _____
Clerk

Finance Director, Town of Chapel Hill

[SEAL]