

**NORTH CAROLINA
ORANGE COUNTY**

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

THIS AGREEMENT, made and entered into this ____ day of _____, 2016 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 interlocal agreement with Orange Water and Sewer Authority ("OWASA") for engineering dated June 10, 2014 and for design dated May 19, 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 27, 2015 as well as for the construction of the Rogers Road Community Center building at 101 Edgar Street. (County and Town may be referred to collectively as the "Parties".) This agreement also covers 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) for construction of the sewer to be signed.

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, design services, and installation of sewer lines performed by OWASA for the purpose of serving the Historic Rogers Road Area and Community outreach and planning in that area with the Orange County paying forty-three percent (43%), Town of Chapel Hill paying forty-three percent (43%), and Town of 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, 2036.
- b. For a period of up to 20 years (or sooner if the Town of Carrboro's payments equal 14% of the total project cost as shown in paragraph 2 below sooner), the Town of Carrboro shall provide payment to the County of \$51,023 by June 30 of each year plus any financing costs (up to 3 percent annually) incurred by the County until reimbursements are paid in full. Total payments shall equal 14 percent of the current total project estimate as shown in paragraph 2 below, or \$1,020,445, whichever is less, plus financing costs incurred by the County unless amended by both parties.
- c. The Town of Chapel Hill shall provide payment to the County of a minimum of \$156,712 by June 30 of each year plus any financing costs incurred by the County until reimbursements are paid in full. Total payments shall equal 43 per cent of the current total project estimate or \$3,134,223, whichever is less, plus any financing costs incurred by the County unless amended by both parties. All payments, designated as community development funding, provided by the Town shall be for cost incurred exclusively within the Town's corporate limits or within the Town's Extraterritorial Jurisdiction (ETJ).
- d. This Agreement may be renewed or amended upon written agreement of the Parties.

2. TOTAL COSTS

Project	Entity	Carrboro Cost (based on 14% of system costs)	Chapel Hill Cost (based on 43% of system costs)	Project Total Cost
Project 2A				
Community Center (Design/Construction/ Oversight)	Perkins + Will Architects Riggs- Harrod Builders	\$91,000	\$279,500	\$650,000
Project 2B				
Sewer Preliminary Engineering Phase 1	URS (AECOM)	\$18,200	\$55,900	\$130,000
RENA Community Outreach	Marian Cheek Jackson Center (MCJC)	\$7,000	\$21,500	\$50,000
Sewer System Engineering Design Phase 2	AECOM	\$68,439	\$210,206	\$488,850
RENA Sewer Implementation Outreach	MCJC	\$5,894	\$18,103	\$42,100
RENA Community First Planning	MCJC	\$6,692	\$20,554	\$47,800
SUBTOTAL		\$197,225	\$605,763	\$1,408,750
Project 3 (costs are preliminary/estimated)				
Easement Acquisitions	Estimated Acquisition Costs	\$29,680	\$91,160	\$212,000
Sewer Construction	Estimated Construction Costs	\$661,517	\$2,031,802	\$4,725,121
Construction Administration, Inspection, and Bidding Assistance	Estimated Construction Costs	\$66,152	\$203,181	\$472,513
Permit Fees	Estimated Permit Fees	\$7,972	\$24,484	\$56,940
OWASA Project Management Expenses	Estimated Costs	\$5,600	\$17,200	\$40,000
Construction changes for Duke Substation	Estimated Construction Costs	\$30,800	\$94,600	\$220,000
Alternate Rogers Rd	Estimated Construction Costs	\$8,400	\$25,800	\$60,000
Alternative Purefoy Rd	Estimated Construction Costs	\$1,540	\$4,730	\$11,000
Alternative Sandberg Lane	Estimated Construction Costs	\$5,600	\$17,200	\$40,000
Remaining Contingency	Estimated Construction Costs	\$5,959	\$18,303	\$42,566
SUBTOTAL		\$823,220	\$2,528,460	\$5,880,140
TOTAL		\$1,020,445	\$3,134,223	\$7,288,890

3. RESPONSIBILITIES OF TOWNS

- a. As provided in Section 1b. above, the Town of Carrboro is responsible for fourteen percent (14%) of the total project cost or \$1,020,445, whichever is less, plus any financing costs incurred by the County unless mutually agreed by both the Town and the County. The Town of Carrboro shall, within thirty (30) days of receipt of a County generated invoice, pay to County the Town's respective annual percentage of the total principal and interest associated with the project.
- b. The Town of Chapel Hill is responsible for forty-three percent (43%) of the total cost reflected in Section 2 or \$3,134,223, whichever is less, plus any financing costs incurred by the County unless agreed mutually by both the Town and the County. The Town of Chapel Hill shall, upon receipt of a County generated invoice, pay to the County the Town's respective annual percentage of the total principal and interest costs associated with the project.
- c. The Town of Chapel Hill's funding contribution is for the benefit of low and moderate income residents, as defined by US Housing and Urban Development (HUD), residing within the Town's Extraterritorial Jurisdiction (ETJ).
- d. The Towns shall pay its full or agreed upon annual obligation as set out in this Section 3 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 construction 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.
- c. The County shall invoice the Towns for the specified reimbursement amounts and/or percentages as shown in Section 3. This invoice will be in the form of a single invoice upon the conclusion of the services contemplated in Section 1 and Section 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]