

**INTERLOCAL AGREEMENT BY AND BETWEEN ORANGE COUNTY AND THE
TOWN OF CARRBORO REGARDING ADMINISTRATION OF THE TOWN OF
CARRBORO STORMWATER UTILITY FEE BILLING AND COLLECTION**

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, between the Town of Carrboro, North Carolina, a North Carolina municipal corporation, located in Orange County, North Carolina (hereinafter referred to as the “Town”); and Orange County, a body politic and political subdivision of the State of North Carolina (hereinafter referred to as the “County”), for the administration of the Town’s Stormwater Utility Fee Billing and Collection (the “Stormwater Utility Fee”).

WHEREAS, the County and Town are public bodies, politic and corporate, under the laws of the State of North Carolina and are vested pursuant to Article 20 of North Carolina General Statutes Chapter 160A with the power and authority to enter into this Interlocal Agreement (hereinafter referred to as the “Agreement”); and

WHEREAS, the Town is authorized and empowered by Article 16 of Chapter 160A of the North Carolina General Statutes to establish and operate a stormwater utility as a “public enterprise”, and to establish, fix and enforce rates, fees, charges and penalties for the stormwater utility; and

WHEREAS, the Town has established a stormwater utility (the “Stormwater Utility”) and to charge to properties located within the Town limits certain fees for stormwater management programs and structural and natural stormwater and drainage system service; and

WHEREAS, the Town desires that the County administer collection of fees and charges to be levied against and charged to property located within the Town; and

WHEREAS, the County has broad tax collection and administration authority and staff in place to carry out that authority and is willing, subject to certain conditions, to provide administration and collection of stormwater utility fees and charges in the Town.

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 parties agree as follows:

1. TERM

- a. This Agreement shall commence July 1, 2018 and shall continue each fiscal year thereafter through June 30, 2028 unless sooner terminated or further extended as set forth herein.
- b. This Agreement may be renewed beyond June 30, 2028 upon written agreement of the Parties.

2. COSTS

- a. Other than direct collection costs, County shall not incur and shall not be responsible for any costs, including but not limited to software, hardware, or other upfront costs, associated with carrying out the requirements and duties established by this Agreement.
- b. Other than direct collection costs, any and all costs, fees, and expenses related to the administration of the Stormwater Utility shall be borne by Town.
- c. On or before the 15th day of each month of each year during the term of this Agreement, the County shall transmit to Town all stormwater utility fees and charges collected in the Town during the preceding month. The County will invoice the Town quarterly on or before the 15th day of January, April, July and October an amount equal to 3% of the fees and charges collected during that three month period for costs of administration and collection. The Town shall pay the County within 30 days of billing.
- d. Upon a failure by Town to remit payment when due County shall provide Town with written notice of such default in payment and providing Town with ten days to cure the default. Should Town not cure the default within ten days County may withhold the provision of services as contemplated herein. County shall incur no fault or liability for any failure to provide services pursuant to the terms of this paragraph.

3. COUNTY ADMINISTRATION

- a. Town agrees to, and hereby does, appoint, designate, empower the County the authority to perform the services for the collection of Stormwater Utility Fees.
- b. County shall perform the above services through its Tax Administration Office, or any successor division as may be designated by the County Manager.
- c. County shall have the exclusive authority to determine the most appropriate means of administering the collection of Town Stormwater Utility Fee in the Town.
- d. It is understood and agreed that Town shall provide County any and all information, records, or materials needed by County for the effective and accurate collection of such fees and charges, as identified by the Town in the Town Code, including but not necessarily limited to the Rate Structure and data set compatible with the County Tax Administration Office billing data set. Non-Matches will be resolved by the Town staff.

4. ENFORCEMENT

- a. The Parties agree the County has no responsibility to collect unpaid or delinquent fees and charges.
- b. Town has the sole responsibility at Town's cost to collect unpaid or delinquent fees and charges.
- c. Upon request by Town, County shall provide Town any and all records related to unpaid and/or delinquent Stormwater Utility Fee accounts.

9. REVIEW OF AGREEMENT

During the initial term this Agreement shall be reviewed by staff of the County and Town Management each year beginning no later than October 15, 2018 in order to determine: the cost/benefit of the County's administration of the collection of stormwater utility fees and charges in the Town; any difficulties encountered in implementing the terms of this Agreement; any other issues that need to be examined. Should the review demonstrate a need to adjust upward the fees necessary to adequately compensate the County for administration of collection of the Stormwater Utility the parties shall work together to determine the appropriate fee to be paid for year two and forward.

6. AMENDMENTS

This Agreement may be amended by mutual written consent of the County and Town.

7. TERMINATION

This Agreement may be terminated by either Party hereto upon one year advance written notice to the other Party at any time by mutual written agreement of the Parties.

8. NOTICE

Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

To the County:

Orange County
County Manager
P.O. Box 8181
Hillsborough, NC 27278

To the Town:

Town of Carrboro
Town Manager
P.O. Box 429
Carrboro, NC 27278

9. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties hereto and is effective the date first above written.

TOWN OF CARRBORO

ORANGE COUNTY

By: _____
Town Manager

By: _____
County Manager

ATTEST: _____
Town Clerk

ATTEST: _____
Clerk to the Board