

**INTERLOCAL AGREEMENT FOR
ADMINISTRATION OF STORMWATER MANAGEMENT UTILITY FEE
BY ORANGE COUNTY FOR THE TOWN OF CHAPEL HILL**

This is an Interlocal Agreement, made and entered into by and between, ORANGE COUNTY, a political subdivision of the state of North Carolina, and hereinafter referred to as "COUNTY".

AND

TOWN OF CHAPEL HILL, a municipal corporation existing under the laws of the state of North Carolina, hereinafter referred to as "TOWN".

WHEREAS, the COUNTY maintains a Department of Revenue and Orange County Assessor Department which inclusively handles the creation, billing, mailing and collections of monies due,

WHEREAS, the TOWN is desirous of procuring all or some of the services of the COUNTY for the performance of billing, receipt and distribution of the Stormwater Management Utility Fee,

WHEREAS, COUNTY, through said Department of Revenue, and Assessor Department, is willing to perform such services respectively, pursuant to the terms and conditions hereafter set forth;

WHEREAS, it is in the best interests of Orange County and the Town of Chapel Hill,

NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and TOWN agrees as follows:

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 TOWN agrees to appoint, designate, empower the COUNTY the authority to perform the services in the Town limits in accordance with Schedule "A" for the Stormwater Management Utility Fee.
- 1.2 COUNTY shall perform the above services pursuant to Schedule "A" through its Revenue Department/Assessor Department, or any successor division as may be designated by the County Manager.
- 1.3 It is understood and agreed that COUNTY will be required to employ additional personnel to perform the Services required under this Agreement.
- 1.4 It is understood and agreed that the COUNTY will apply receipts of monies in the following priority with priority 1 being the highest: 1) all tax and related costs, 2) fees billed and owed the COUNTY, 3) TOWN fees.

ARTICLE 2 – RESPONSIBILITY OF TOWN OF CHAPEL HILL

- 2.1 It is understood and agreed that the TOWN will retain all billing and collection responsibilities for those properties within the Town limits and not within Orange County.
- 2.2 In the event the TOWN desires to have the COUNTY provide the service for properties within the Town limits and not within Orange County, a separate agreement shall be required between the TOWN and the COUNTY. Other independent agreements or modifications to the agreements may be necessary to effectuate this other service area.
- 2.3 It is understood that the TOWN will provide the COUNTY with the fee schedules and data set compatible with the COUNTY Assessor billing record. Non-matches will be resolved by the TOWN staff.

ARTICLE 3 – TERM OF AGREEMENT

- 3.1 This Agreement shall become effective upon execution by COUNTY and shall continue in full force and effective until midnight, June 30, 2009, with biannual extensions thereafter as may be approved by the COUNTY and the TOWN.
- 3.2 This Agreement shall remain in full force and effective through the termination date or any extended termination date, as set forth above, unless written notice of termination by the COUNTY or the TOWN is provided pursuant to Article 5, TERMINATION and Article 7, NOTICES.

ARTICLE 4 – GOVERNMENTAL IMMUNITY

The TOWN is a North Carolina Municipal Corporation as defined in the North Carolina General Statutes. The COUNTY is a political subdivision of the State of North Carolina. Each agrees to be wholly responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign or governmental immunity by any party to which sovereign or governmental immunity may be applicable. Nothing herein shall be construed as consent by a municipal corporation or political subdivision of the State of North Carolina to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 5 – TERMINATION

This Agreement may be terminated by either party upon one (1) year written notice to the other party of such termination pursuant to Article 7, NOTICES, herein.

ARTICLE 6 -- MISCELLANEOUS PROVISIONS

- 6.1 ASSIGNMENT: The COUNTY shall perform the selected Services provided for in this Agreement exclusively and solely for the TOWN which is a party to this Agreement. Neither party shall have the right to assign this Agreement.
- 6.2 WAIVER: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- 6.3 SEVERABILITY: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.
- 6.4 ENTIRE AGREEMENT: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations of agreements, whether oral or written.
- 6.5 MODIFICATION: It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein, excluding fee schedule, shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 6.6 CHOICE OF LAW; WAIVER OF JURY TRIAL: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the State of North Carolina, with venue in Orange County, and shall be governed by the laws of the State of North Carolina. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.
- 6.7 DRAFTING: This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

ARTICLE 7 - NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United State mail, postage paid, first class and certified, signature receipt required, addressed as follows:

TO COUNTY :

Jo Roberson, CTC, Revenue Director
Orange County Department of Revenue
200 S Cameron Street
Hillsborough, NC 27278

John Smith, CAE, Assessor
Orange County Assessor Department
200 S Cameron Street
Hillsborough, NC 27278

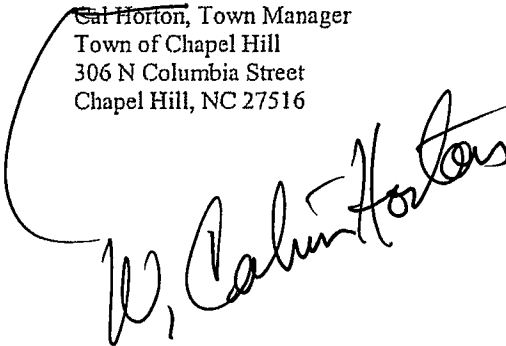
With copy to:

John M. Link, Jr.
Orange County Manager
200 S Cameron Street
Hillsborough, NC 27278

Pam Jones, Director
Orange County Purchasing Department
129 E King Street
Hillsborough, NC 27278

TO TOWN :

Cal Horton, Town Manager
Town of Chapel Hill
306 N Columbia Street
Chapel Hill, NC 27516

A handwritten signature in black ink that reads "W. Calvin Horton". The signature is written in a cursive style and is positioned to the right of the typed name and address for Cal Horton. A large, thin black line is drawn around the signature and extends upwards and to the left, partially overlapping the typed name.

WITNESS WHEREOF, the parties hereto have made and executed this Interlocal agreement between Orange County and the Town of Chapel Hill for selected Services to be Performed by the Orange County Department of Revenue/Orange County Assessor relative to the billing, receipt and distribution of the Town of Chapel Hill Stormwater Management Utility Fee, on the respective dates under each signature: ORANGE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signed and through its Chair or Vice Chair, authorized to execute same by Board action on the _____ of _____, 20__ (date) and the TOWN, signed by and through its _____, authorized to execute same by Commission action on the _____ day of _____, 20__ (date).

COUNTY

ATTEST:

ORANGE COUNTY, through its
BOARD OF COUNTY
COMMISSIONERS

Orange County Manager and
Ex-Officio Clerk of the Board of
County Commissioners of Orange County
County, North Carolina

By _____
Chair
_____, day of _____, 20__ (date)

Approved as to form
Office of County Attorney
Orange County, North Carolina
Geoffrey, Gledhill, County Attorney
129 E Tryon Street
Hillsborough, NC 27278
Telephone: (919) 732-2196
Fax : (919) 732-7997

Chair
Orange County Board of Commissioners

Orange County Attorney

TOWN

Attest:

Town Clerk

TOWN OF CHAPEL HILL.

By: _____
Mayor - Commissioner

____ day of _____, 20__ (date)

By: _____
Town Manager

____ day of _____, 20__ (date)

APPROVED AS TO FORM:

By: _____
Town Attorney

SCHEDULE A

A1) - SERVICES

- Billing will be established with ownership record of January 1 of each given year. Expectations are that the database provided by the TOWN would use the same ownership/existence timeframe.
- Cost for billing exempt properties, persons qualifying for homestead exemptions and disabled veterans, et al, would be at the cost of the TOWN.
- Expectations are that the data set from the TOWN will be compatible with the COUNTY billing record. Non-matches will be resolved by TOWN staff. All matters related to calculation of impervious surface as it relates to fee calculation are entirely the responsibility of the TOWN.
- Expectations are that any "corrections" to the record after billing will be handled by the COUNTY through the written direction of the TOWN. Any resulting refunds will be issued by the TOWN, at the expense of the TOWN, directly to the persons entitled to the refunds.
- The TOWN will provide to the COUNTY Assessor and Revenue offices contact individuals within the TOWN employment to deal with customer complaints or concerns.
- It is anticipated that the TOWN will enter into an extensive education process with their citizens prior to billing.
- It is expected that the TOWN will provide training to COUNTY employees of the Assessor and Revenue departments on the origins and need for the charge.
- The COUNTY will provide the one time billing, receipt and distribution of funds, but will not be responsible for collection or legal recourse through the judicial system.
- The TOWN will pay all costs described herein on a quarterly basis. The COUNTY will bill in conjunction with the tax revenue billing.
- The TOWN agrees should the COUNTY upgrade or change software within the Taxation Systems, the TOWN will bear the equivalent expense of any customized software necessary to continue handling the Stormwater Management Utility Fee.
- The TOWN agrees the personnel costs can change on a yearly basis due to anticipated pay increases due to cost of living and performance increases. The COUNTY will propose those changes to the TOWN allowing reasonable time for consideration during the annual budget development.
- The TOWN agrees to handle all billing, receipt and distribution of Stormwater Management Utility Fee for those properties within the Town and not within Orange County.

A2) ONE TIME START UP COSTS

(included fee on existing tax billing)

Programming Costs	\$ 4,900
Billing Costs (set up fees)	\$ 500
Billing Variances-Add'l Bill	\$ 250
Personal Computer	\$ 1,768
Desk	\$ 750
Chair	\$ 237
Calculator	\$ 75
Telephone Installation	\$ 235

A3) PERSONNEL COSTS AND RELATED COSTS - ANNUAL COSTS

Personnel (1)	\$46,658 (inclusive of all personnel costs subject to annual review)
Training	\$ 400
Travel	\$ 400
Telephone	\$ 500
Office Supplies	\$ 400

A4) BILLING AND MAILING COSTS - ANNUAL COSTS

Billing Cost (Exempt Prop, etc)	\$ 200
Postage Costs	\$ 275
2 nd Notice	\$ 100
2 nd Notice Postage	\$ 145