

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“ILA”), made and entered into this 21st day of April, 2025, by and between the TOWN OF PITTSBORO, a North Carolina Municipal Corporation, herein referred to as “Town,” and the COUNTY OF CHATHAM, a North Carolina body politic and corporate, herein referred to as “County,” each additionally referred to herein as either a “Party”, and collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, N.C.G.S. § 160A-461 authorizes units of local government to enter into interlocal agreements with each other to execute any undertaking and allows the participating units to determine the reasonable duration of the agreements; and

WHEREAS, N.C.G.S. § 160A-461 requires that interlocal agreements be ratified by resolution of the governing board of each participating unit, and the resolution spread upon the minutes of the governing board; and

WHEREAS, as a result of growth and development in the Town and the County’s focus on development of its property on Renaissance Drive, the County and Town have determined that changes in publicly owned property in the Town are likely and they wish to plan for the future disposition thereof by engaging an expert consultant to perform pre-development analysis and concept design with public engagement on various parcels owned by the Parties including recommendations for complementary public improvements, or actions which might enhance or improve the economic performance of the project, preferred buildings placement, height, massing, uses and associated site elements including public and private open space, parking and other site features; and

WHEREAS, a cost sharing arrangement and the utilization of resources and personnel from both entities will maximize the opportunity for a successful project.

NOW, THEREFORE, in consideration of the mutual covenants set forth hereinafter, the parties hereto hereby agree as follows:

1. Program of Work

The Parties hereto have agreed that Town will engage Bolton & Menk to conduct a pre-development analysis on behalf of the Parties for a not to exceed amount of \$150,000.

2. Shared Costs

The Parties agree to share in the costs of conducting the analysis equally as set forth herein.

3. Payment

The Town will progress bill the County on a monthly basis. Invoices shall be paid within thirty (30) days of receipt.

4. Areas of Collaboration

The Parties shall mutually agree to work together to do the following:

- a. Participate in joint workshops and meetings.
- b. Cooperate in distributing available information to the other Party as well as to any third parties as may be required.
- c. Review alternatives developed in the design process.
- d. Develop a conceptual plan that is market appropriate to guide the development of the subject parcels which is acceptable to the Parties.

5. Termination

This ILA shall remain in effect until the Program of Work is completed or until terminated in accordance with this Section. Each party reserves the right to terminate this ILA upon thirty (30) days' written notice to the other; but, in the event of early termination, each party will remain obligated to pay their share of the costs of conducting the joint pre-development analysis. In addition, if either party fails to fulfill in timely and proper manner the obligations under this ILA, for any reason, the other party shall have the right to terminate this ILA, by giving written notice, and the termination will be effective upon receipt, but each party will remain obligated to pay their share of the costs.

6. Meetings

To accomplish these objectives, the Parties' Staff shall meet periodically with the consultant for the purposes of program planning and monitoring, evaluating outcomes, and to review and ensure that each Party is in compliance with this ILA. Each party shall appoint a direct contact to be responsible for the party under this agreement, as indicated in the Notice provision.

7. Notice

All notices or other communications arising hereunder shall be sent to the following:

County of Chatham
Attn: Bryan Thompson
P.O. Box 1809
Pittsboro, NC 27312
Phone 919-542-8200
email: bryan.thompson@chathamcountync.gov

Town of Pittsboro
Attn: Jonathan Franklin
P.O. Box 759
Pittsboro, NC 27312
Phone 919-542-4621
email: jfranklin@pittsboronc.gov

Either party may change its address for notices by giving written notice of such change to the other party in accordance with the terms of the paragraph.

8. Amendment

Any modification or amendment to this ILA to be effective, must be in writing, signed by both Parties, and executed with the same formality and approvals as this ILA.

9. This Agreement embodies the entire Agreement between the Parties. There are no oral or parole agreements, representations or inducements existing between the Parties relating to this transaction that are not expressly set forth herein. This Agreement may not be modified or amended except by a written agreement signed by both Parties.

10. Nothing contained herein shall be construed to place the Parties in the relationship of partners or create a joint venture, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

12. Both Parties acknowledge and agree that this Agreement is the product of mutual negotiation and bargaining and has been reviewed by counsel for both Parties. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

13. If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.

14. No Third-Party Beneficiaries

There are no third-party beneficiaries to this ILA. The rights and obligations contained herein belong exclusively to the parties hereto and shall not confer any rights or remedies upon any person or entity other than the parties hereto. Nothing in this ILA shall create or give to third parties any claim or right of action against County or Town.

15. Counterparts

This ILA may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, being duly authorized, the Town has executed the foregoing with the signature of its Town Manager, attested by its Clerk, with the official seal affixed, and, being duly authorized, the County has executed with the signature of its County Manager, attested by its Clerk, with the official seal affixed, the day and year first above written.

TOWN OF PITTSBORO

COUNTY OF CHATHAM

By: _____
Jonathan Franklin
Town Manager

By: _____
Bryan Thompson
County Manager

ATTEST:

ATTEST:

By: _____
Carrie Bailey, Town Clerk

By: _____
Jenifer K Johnson, Clerk to the Board

(Affix Seal)

(Affix Seal)

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

Heather Meacham, Finance Director

Roy J Lynch, Finance Officer