

NORTH CAROLINA

INTERLOCAL AGREEMENT

CHATHAM COUNTY

THIS INTERLOCAL AGREEMENT, (this “Agreement”) is made and entered into as of the ____ day of June 2024 by and between Chatham County (the “County”) and the Town of Pittsboro (the “Town”). Either the County or the Town may be referred to herein as a “Party” or collectively as the “Parties.”

WITNESSETH:

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, the County and the Town desire to enter into an agreement to allow the Town to landscape and maintain the grounds of the Chatham County Historic Courthouse and within the Courthouse Circle (the “Circle”); and

WHEREAS, the County and Town desire to memorialize this Agreement in writing.

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

1. PURPOSE

This Agreement is entered into pursuant to N.C. Gen. Stat. § 160A-460, *et seq.* The purpose of this Agreement is to establish the obligations of the Parties as set forth hereinafter respectively.

2. SCOPE OF SERVICES

The Town will provide complete landscape and grounds maintenance including litter and debris removal; sidewalk and curb edging; trimming around signs, poles, guardrails, and other in-ground objects; herbicide applications to control weeds in perennial beds, around mulched areas of trees and shrubs, joints in hard surfaces (concrete medians, curbs, and gutters); mulching designated areas, and mowing of turf grass in the Chatham County Historic Courthouse Circle. This also includes the median areas adjacent to the Circle.

3. TERM OF AGREEMENT

This Agreement shall begin as of July 1, 2024, and terminate on June 30, 2025, at which time it shall automatically renew for successive terms of one (1) year beginning each July 1 and ending June 30 unless terminated as hereinafter provided. Either Party may terminate this Agreement by giving the other Party written notice at least 60 days prior to the end of the then current term.

4. BILLING AND PAYMENT

The Town shall submit a bill to the County for work performed under this Agreement and the County shall pay the Town within thirty (30) days of receipt of an invoice. The compensation payable shall be at the rate of \$4,500.00 per year during the initial term of this Agreement and an amount to be agreed upon by the Parties in the event of any renewal hereof.

5. DEFAULT

An event of default shall occur when either Party fails to cure a material breach of this Agreement within 14 days after receipt of written notice of such breach. In such event, the non-defaulting Party may terminate this Agreement by providing written notice of termination. Such termination shall be deemed effective upon receipt of the notice of termination by the defaulting Party. All obligations of the defaulting Party shall survive termination of this Agreement.

6. NOTICES

All notices required to be provided under this Agreement shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepaid, as follows:

To the County: County Manager
Chatham County
Post Office Box 1809
Pittsboro, NC 27312

To the Town of Pittsboro: Town of Pittsboro
Town Manager
Post Office Box 759
Pittsboro, NC 27312

7. MISCELLANEOUS

A. This Agreement embodies the entire Agreement between the Parties. There are no oral or parol 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.

B. 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.

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

D. The Town agrees to indemnify and hold harmless the County, its officers, agents, servants, and employees from all claims, actions, lawsuits, losses, damages, expenses, judgments, or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of the Town, its subcontractors, agents, or employees.

E. 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.

F. 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.

G. The work shall be performed to minimize inconvenience to the County. Throughout the duration of the agreement, the Town shall maintain access to the work areas as required by the County unless prior written approval is otherwise obtained in advance. The Town shall provide signs, and warning devices to ensure safe passage for pedestrian and vehicular traffic at all times. The County shall approve in advance any substantial change in the existing landscape plan for the Circle proposed to be carried out by the Town.

H. The Town shall make necessary provisions to protect all work areas and shall be responsible for full restoration of any damage and costs of restoration to the work areas.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CHATHAM COUNTY

By: _____

Name: _____

Title: _____

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

Finance Officer, Chatham County (date)

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

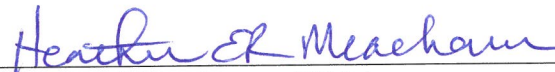
TOWN OF PITTSBORO

By: 

Name: Justin Frank

Title: Town Manager

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


Finance Officer, Town of Pittsboro

6/13/2024
(date)