

NORTH CAROLINA

INTERLOCAL AGREEMENT

CHATHAM COUNTY

THIS INTERLOCAL AGREEMENT, (this “Agreement”) is made and entered into as of the first _____ day of _____, 2023 by and between Chatham County (the “County”) and the Town of Siler City (the “Town”). Either the County or the Town may be referred to herein as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, the County and the Town desire to enter into an agreement to allow the Town to be added as an additional department account to the County’s OpenGov software use license (“Software”) to process applications for certain Town permits ; and

WHEREAS, the Town agrees to pay the County for the cost of licensing the Software and related professional services charged by OpenGov for the Town’s use of the Software; and

WHEREAS, the County agrees to collect the fees paid for Town permits and remit the same to the Town on a monthly basis; and

WHEREAS, the Parties agree that any requests for refunds of payments for Town charges will be handled by the Town, and public record requests will be handled by the Party responsible for the records requested; and

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

1. PURPOSE

This Agreement is entered into pursuant to N.C. Gen. Stat. § 160A-460, *et seq.* The purpose of this Agreement is to set forth the obligations of the Parties to share the cost of and access the Software.

2. SCOPE OF SERVICES

Subject to the terms and conditions provided herein, the County shall allow applicants for certain Town permits to access the Software to apply and pay for such Town permits, and the County shall remit to the Town monthly the fees collected by the County for such Town permits. The County shall grant Town-designated employees of the Town access to and administrative rights to the Software for the setup and maintenance of the Town’s records.

3. PAYMENT

The Town shall reimburse the County for the cost of licensing the Software and related professional services charged by OpenGov for the Town’s use of the Software.

4. TERM OF AGREEMENT

This Agreement shall commence on the date OpenGov activates the Service for the Town and shall terminate on December 31, 2023 unless the County renews its license agreement with OpenGov in which case this agreement shall terminate on December 31, 2026. This Agreement shall also terminate if the County's agreement with OpenGov is terminated for any reason.

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.

If, through any cause, the County's Software Vendor shall fail to fulfill in a timely and proper manner the Services to be provided under this Agreement, the Town shall have the right to terminate the Agreement by giving thirty days written notice to the County and specifying the effective date thereof.

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
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To the Town of Siler City:	Town of Siler City Town Manager Post Office Box 769 Siler City, NC 27344
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7. MISCELLANEOUS

A. The Parties agree to adhere to standard industry protection standards for password use and prevention of unauthorized use of the Software.

B. 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.

C. 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.

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

E. The Town agrees to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and 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.

F. 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.

G. 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.

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.

Roy Lynch (date)

TOWN OF SILER CITY

By: _____

Name: _____

Title: _____

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

Finance Officer, Town of Siler City (date)