

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

MEMORANDUM OF AGREEMENT

TOWN OF CHAPEL HILL, TOWN OF CARRBORO AND THE
COUNTY OF ORANGE

GREENHOUSE GAS EMISSIONS REDUCTION PROJECT

THIS AGREEMENT, made and entered into between the Town of Chapel Hill, North Carolina, a North Carolina municipal corporation, 405 Martin Luther King Jr. Blvd., Chapel Hill, NC 27514 (hereinafter referred to as "Chapel Hill"), the Town of Carrboro, a North Carolina municipal corporation, 301 West Main Street, Carrboro NC 27510 (hereinafter referred to as "Carrboro"); and the County of Orange, a North Carolina municipal corporation, 200 South Cameron Street, Hillsborough, North Carolina 27278 (hereinafter referred to as "County"), for a joint project for the inventory and reduction of greenhouse gas (GHG) emissions:

WITNESSETH

WHEREAS, the parties to this agreement are public bodies, politic and corporate, under the laws of the State of North Carolina; and

WHEREAS, the parties are vested with the power and authority to undertake joint projects for the health safety and general welfare of the citizens; and

WHEREAS, Carrboro, Chapel Hill, and the County are all members of the International Council of Local Environmental Initiatives (ICLEI) and the Cities (Counties) for Climate Protection (CCP) program; and

WHEREAS, as members of ICLEI and CCP, the County, Carrboro, and Chapel Hill are all required to conduct an inventory and action plan for reducing GHG emissions, which are a contributor to diminished air quality and ground level ozone; and

WHEREAS, Chapel Hill, Carrboro, and the County recognize the mutual benefits and economies that would be received by developing a joint Countywide plan; and

WHEREAS, the County agrees to accept the financial share of cost of municipalities in the County that are not members of ICLEI or parties to this agreement:

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Jointly undertake a Greenhouse Gas Emissions Inventory and Reduction Local Action Plan for the entirety of Orange County, as shown in the scope of work provided as Schedule A, at a projected total cost of \$45,000.
2. That Orange County, through the County's Environment and Resource Conservation Department (ERCD), shall serve as the coordinating jurisdiction for administration of the project. Upon execution of this Memorandum of Agreement, Orange County shall manage the contract and approval payments thereto, and will invoice the Towns of Carrboro and Chapel Hill for their portions of the project costs as shown in item 4 below, consistent with the payment schedule in the contract between ICLEI Energy Services and Orange County referenced in item 5 below.
3. Accept a grant in the amount of \$14,100 (or 80% of the transportation-related project costs) from the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization towards this project.
4. Share the local government percentage of the cost of said project via a previously-used method for joint projects based on the 2000 Census, as follows:
 - Orange County 44.6% (projected share, \$13,781)
 - Chapel Hill 41.2% (projected share, \$12,731)
 - Carrboro 14.2% (projected share, \$4,388)

In the event that project costs are estimated to exceed \$45,000, the elected boards of each jurisdiction shall consider a revised project budget.

5. That the Project Deliverables and Timetable of Activities shall be as shown in the attached Schedule A, "Scope of Work for Greenhouse Gas Emissions Inventory Reduction and Local Action Plan" and in the contractual agreement to be finalized between ICLEI Energy Services and Orange County, NC.
6. That staff from the Planning Departments of the Town of Carrboro, Town of Chapel Hill, and Orange County shall work with Orange County ERCD staff to implement the project as a Joint Staff Committee, which may also include staff from the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, the University of North Carolina, and the Orange County Solid Waste Department. Orange County ERCD will work with the consultants on the creation of agenda materials, mailings and other administrative duties, in coordination with staff from the Towns.
7. Consistent with the Scope of Work and contract, an Air Quality Advisory Committee (AQAC) will be formed to work with the consultant and staff on the project. This Advisory Committee of 13 members shall include representatives of air quality stakeholder groups as follows:

7

- ❖ 1 elected official from each of the parties to this agreement (the Carrboro Board of Aldermen, the Chapel Hill Town Council, and the Orange County Board of Commissioners; 3 total))
- ❖ 2 at-large appointments, made by the elected body of each jurisdiction as listed above (6 total)
- ❖ 3 representatives of the energy industry, 1 appointed by each of the parties to this agreement (the Carrboro Board of Aldermen, the Chapel Hill Town Council, and the Orange County Board of Commissioners; 3 total))
- ❖ 1 representative appointed by the University of North Carolina at Chapel Hill (1 total)

In addition, the Town of Hillsborough would be invited to make 1 ex-officio appointment to the Advisory Committee, to be appointed from the Town Board of Commissioners.

8. **AMENDMENTS:** This agreement may be amended by mutual written agreement of Chapel Hill, Carrboro and the County.
9. **TERMINATION:** Any party to this agreement may terminate its involvement by sending written notification to the other parties at least sixty (60) days prior to withdrawal from the project. Funding shares as outlined above are non-refundable upon execution of this agreement. The remaining parties to the agreement may continue to pursue the project as defined herein.
10. **TERM:** This agreement shall exist and continue for a period of two (2) years, beginning July 1, 2005 and ending June 30, 2007.
11. **GOVERNMENTAL APPROVALS:** Nothing in this Agreement shall be construed as waiving, modifying or granting any local government permits or approvals which may be necessary for the implementation of project findings.
12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement of the parties hereto.

IN WITNESS WHEREOF, the parties to this Agreement have duly and validly approved it and caused it to be executed in their behalf by the undersigned agents.

This, the --- day of _____, 2005.

TOWN OF CARRBORO

Michael Nelson, Mayor

Attest: Town Clerk

Approved as to form and authorization:

Town Attorney

TOWN OF CHAPEL HILL

Kevin Foy, Mayor

Attest: Town Clerk

Approved as to form and authorization:

Town Attorney

COUNTY OF ORANGE

Moses Carey, Jr. , Chair
Orange County Commissioners

Attest: Donna Baker, Clerk to the Board

9

Approved as to Form and authorization:

County Attorney

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

Orange County Finance Director

Town of Carrboro Finance Director

Town of Chapel Hill Finance Director