NORTH CAROLINA

CHATHAM COUNTY

THIS INTERLOCAL AGREEMENT (this "Agreement"), made and entered into this 17 day of November, 2010, by and between **CHATHAM COUNTY**, a body politic and corporate of the State of North Carolina (the "County") and the **TOWN OF PITTSBORO**, a North Carolina municipal corporation located in Chatham County, North, Carolina (the "Town");

WITNESSETH:

WHEREAS, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, the County and the Town are authorized to enter into interlocal agreements to execute undertaking; and

WHEREAS, the County and the Town have agreed to cooperate with respect to carrying out certain Stage 1 adaptive stormwater management programs for existing development in the Town of Pittsboro as provided in this Agreement;

NOW, THEREFORE, in consideration of the benefits that will flow to their respective citizens from the duties and undertakings of this Agreement, the County and the Town agree as follows:

1. **Purpose**. The purpose of this Agreement is to provide for certain Stage 1 adaptive stormwater management programs for existing development within the corporate limits of the Town of Pittsboro.

2. **Public Education Program**.

   (a) The Town shall continue to utilize the services of the Robeson Creek Watershed Council to provide education services, materials, events, and displays. The Town will manage and update the Town's website with educational links and information. The Town will become an active member of the Clean Water Education Partnership ("CWEP"). For Fiscal Year 2011 the cost for the Town's membership in CWEP is $2,104.00 (based on a current population of 3,100) subject to change in the future.

   (b) The County will provide the Town with coordination and representation services at meetings of CWEP and will provide written comments and recommendations to the Town concerning CWEP activities, available materials, and other information for the Town's use.

   (c) The Town and CWEP will enter into a mutually agreeable contract with respect to clean water education.

(d) The County will provide the Town with 100 "starter" storm water education brochures at no cost. Additional brochures and other materials may be purchased by the Town from CWEP at the then prevailing rates. The County will assist the Town as needed, and on a limited basis, with options for labeling storm drains and coordination with the Watershed Council and/or the Haw River Assembly.

(e) The County's annual fee for Fiscal Year 2011 for the services to be provided under this paragraph 2 shall be $2,000.00 and is due upon execution of this Agreement.

3. **Program to Identify and Remove Illegal Discharges**. The Town will perform the statutorily required mapping program which, at a minimum, shall include preparing and adopting an ordinance regulating the discharge of illicit materials. The County shall have no responsibility, nor provide any services, with respect to illicit discharges. The cost to the Town will depend on the scope of work performed by the Town's consultant and other professionals.

4. **Program to Insure Maintenance of Best Management Practices**. The Town will undertake a program to insure that best management practices (structural "BMPs") are inspected by a professional engineer or other competent professional with expertise in this field at least annually and maintained in perpetuity, including the existing BMPs constructed by the Robeson Creek Watershed Council. The County shall have no responsibility and shall provide no services with respect to BMP inspections or maintenance. The cost to the Town for the scope of this work will depend on the services performed by the professional engineer or other competent professional.

5. **Program to Identify Opportunities for BPM Retrofits**. The County will undertake a program for the Town to identify potential projects, property owner coordination, and preliminary engineering/cost estimates as described in Table 4, Retrofit Opportunity Table, shown on Appendix 1, attached hereto and incorporated herein by reference. The County will provide the Town, on an annual basis, maps, documents, and tables with identified retrofit opportunities. The annual fee for the County services under this paragraph 5 shall be $2,000.00 for Fiscal Year 2011 and is due upon the execution of this Agreement.

6. **Duration/Termination**. The term of this Agreement shall commence as of the date hereof and shall exist and continue until one party shall have provided the other party with one hundred-eighty (180) days prior written notice of termination.

7. **Personnel**. Each party shall designate and appoint the personnel necessary to carry out its responsibilities under this Agreement.

8. **Amendment**. This Agreement contains the entire agreement of the parties. It may be changed or amended only by an agreement in writing signed by both parties.

9. **Financing**. The Town shall pay for all services it provides under this Agreement. The Town shall pay the County for the services to be provided under paragraphs 2

and 5 as provided in said paragraphs. The County shall provide no services except as specifically provided in paragraphs 2 and 5. All fees due the County hereunder are subject to annual adjustment, notice of which shall be provided to the Town no later than the fifteenth (15th) day of March of each year and shall be due and payable on the first day of July of each year.

IN WITNESS WHEREOF, the parties have hereunto fixed their hands and seals this the day and year first written above.

CHATHAM COUNTY

By: _____
Charlie Horne, County Manager

Attest: Elizabeth Plata
~~Sandra B. Sublett, County Clerk~~
Elizabeth Plata, Deputy Clerk to the Board

TOWN OF PITTSBORO

By: William G. Terry
William Terry, Manager

Attest: Alice I. Lloyd
_____, Town Clerk