

MEMORANDUM OF INTERLOCAL AGREEMENT

ORANGE COUNTY, NC TOWN OF HILLSBOROUGH, NC

REGARDING FAIRVIEW PARK OPERATIONS AND RESPONSIBILITIES

THIS AGREEMENT, made and entered into between the Town of Hillsborough, North Carolina, a North Carolina municipal corporation, 101 East Orange Street, Hillsborough, NC 27278 (hereinafter referred to as the "Town"); and Orange County, a body politic and corporate, a political subdivision of the State of North Carolina, 300 West Tryon Street, Hillsborough, NC 27278 (hereinafter referred to as the "County"), for the joint and/or assigned operations and responsibilities of Fairview Park, located in Hillsborough, NC.

WITNESSETH

WHEREAS, the parties to this agreement are public bodies, politic and corporate, under the laws of the State of North Carolina and are vested with the power and authority to own and improve real estate for recreational and other public purposes; and

WHEREAS, the Fairview neighborhood of the Town of Hillsborough adjoins a designated park site that was identified as part of the Community Revitalization effort funded through Community Development Block Grants in the 1980s, and identified in both the County and Town Comprehensive Plans; and

WHEREAS, the 2001 Orange County Parks and Open Space Bond included funding for planning and construction of Fairview Park; and

WHEREAS, the Town and County both own property within the said Fairview Park site (hereinafter "Fairview Park"), and the Town's corporate limits abut the site on three sides; and

WHEREAS, the County and Town recognized the mutual benefit and interest of the parties hereto, and to the public generally, in the construction of park facilities on Town and County owned property for Fairview Park, with the Town agreeing to donate its land toward this purpose; and

WHEREAS, the Town and County entered into a Memorandum of Agreement in 2004 regarding use of both Town and County lands together for Fairview Park, and a process for creating a master plan for the park; and

WHEREAS, it is recognized by both parties that there are limitations imposed by safety considerations caused by the site's previous use for waste-disposal purposes, as addressed in part by a geo-technical report ("Report of Geotechnical Evaluation, Closed Hillsborough Landfill Site, July 19, 2000") that have affected the potential locations within the site for a park; and

WHEREAS, a Fairview Park Master Plan was created by a committee of County, Town and community representatives in 2006 and was subsequently adopted by both the Town and County Boards of Commissioners; and

WHEREAS, the County and Town jointly applied for and received grant funding for park construction from the N.C. Parks and Recreation Trust Fund in 2009; and

WHEREAS, the first phase of Fairview Park was constructed in 2010, with a signed interlocal agreement dated November 16, 2010 to address needed property exchanges for public safety and liability concerns, Town contributions to park operations and potential annexation into the Town of Hillsborough, among other matters; and

WHEREAS, the parties, by virtue of renewed versions of this agreement adopted in prior years, wish to continue certain arrangements regarding the operation and responsibilities of the park:

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

1. TOWN CONTRIBUTIONS TO OPERATING EXPENSES

- a. The Town will provide for water and sewer service at no cost to the park restrooms, picnic shelter and water fountains.
- b. The Town will be responsible for the opening and closing of any gate to the park, if such is deemed necessary, on a mutually-agreeable schedule and at the Town's discretion.

2. PUBLIC SAFETY COVERAGE FOR THE PARK

- a. The Orange County Sheriff's Office will be the initial primary provider, with the Town Police Department supporting and assisting in this capacity. The Town and County public safety providers will continue to review response to calls in the park and make adjustments to responsibilities as needed and prudent.

3. AMENDMENTS

This Agreement may be amended by mutual written consent of the Town and County. The Agreement will be reviewed at least once every five years for needed changes and updates.

4. TERM

This Agreement shall terminate upon mutual agreement of the Town and County Boards of Commissioners; or on December 31, 2030. The parties commit to review and consider renewal of the Agreement on or before December 31, 2030. *This agreement is renewable with mutual agreement of the two governing bodies.*

5. GOVERNMENTAL APPROVALS

This Agreement is subject to the review and approval of the Town and County

Boards of Commissioners.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties hereto.

This, the xx day of December, 2025:

Mayor, Town of Hillsborough

WITNESS:

Town Clerk

This, the 1st day of December, 2025:

Chair, Orange County Board of Commissioners

WITNESS:

Clerk to the Board