

**North Carolina**

**Orange County**

**INTERLOCAL AGREEMENT BETWEEN ORANGE COUNTY AND TOWN OF  
HILLSBOROUGH FOR INVESTIGATION AND ENFORCEMENT OF COMPLAINTS  
UNDER THE TOWN'S NON-DISCRIMINATION ORDINANCE  
TO BE PERFORMED BY THE  
ORANGE COUNTY EQUITY AND INCLUSION DEPARTMENT**

This is an Interlocal Agreement, made and entered into by and between Orange County, (hereinafter referred to as "County"), and the Town of Hillsborough, (hereinafter referred to as "Town"), (collectively referred to as "Parties") shall have an effective date as of the date on which it is executed by County.

WHEREAS, this Agreement is entered into pursuant to North Carolina General Statutes §§ 160A-11 et seq, which authorize the Town and the County to enter into such agreements.

WHEREAS, County has a staff experienced in handling injury claims due to various types of discrimination in its Equity and Inclusion Department, and

WHEREAS, the Town desires to contract for this expertise in handling claims under its non-discrimination ordinance (Town Code 5-11(a) et seq); and

WHEREAS, County, is willing to perform such services pursuant to the terms and conditions hereafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, County and Town agree as follows:

**ARTICLE 1 – SCOPE OF SERVICES**

1.1. Beginning on the first of the month immediately following execution of this agreement by both parties, Town hereby authorizes the County to investigate complaints received under the town's non-discrimination ordinance made against places of public accommodation within the town limits of Hillsborough following the process described in the Town's non-discrimination ordinance (Town Code Section 5-11(a) et seq; the "NDO").

1.2. The County shall perform the above Services through Human Relations Commission and Department of Equity and Inclusion, or any successor division/department that the County Manager may designate.

1.3 The County shall apply the investigation and enforcement provisions established by the

Town's NDO to any complaint received or referred to them alleging discrimination at places of public accommodation located within the town limits of Hillsborough.

## **ARTICLE 2 – RESPONSIBILITIES OF TOWN OF HILLSBOROUGH**

2.1 The Town will amend its Code of Ordinances to identify Orange County as the contracted investigation and enforcement party under the town's NDO.

2.2 The Town will determine an annual budget for supporting the investigation and enforcement of claims and communicate that figure to Orange County after the adoption of the annual budget but before the beginning of the fiscal year.

2.3 The Town assigns the Human Resource Division to be the primary contact for persons claiming injury under the NDO, for coordination with the Orange County Equity and Inclusion Department, and for financial monitoring under this agreement. The Town shall forward all complaints it receives under its NDO to the County within five (5) business days of receipt by the Town of any such complaint.

2.4 The Town will monitor available budget alongside work undertaken by Orange County to pro-actively determine whether the available budget is adequate to pay for services actually incurred and anticipated for the fiscal year. In the event that the available budget appears to be inadequate at any point in the fiscal year, the Town will determine whether additional resources will be budgeted, in consultation with the County.

2.5 The Town will train appropriate staff on the routing of inquiries relating to this ordinance to support a trauma-informed approach for those claiming injury.

## **ARTILCE 3 – RESPONSIBILITIES OF ORANGE COUNTY**

3.1 The County will receive, investigate, and enforce the provisions of the Hillsborough non-discrimination ordinance for all cases made against places of public accommodation located within the town limits of Hillsborough.

3.2 The County will coordinate with Town staff regarding case load and resources needed to carry out this agreement.

## **ARTICLE 4 – COMPENSATION**

4.1. The Town agrees to reimburse the County at the current hourly rate, including benefits, for the Civil Rights Specialist for time spent receiving, investigating, and enforcing claims under the NDO.

4.2 The County will communicate any work done under this agreement at least quarterly to the Town Human Resource Division. In the event that the available budget appears to be inadequate at any point in the fiscal year, the County staff will consult with Town staff to estimate

need and identify options for the Town's consideration.

4.3 The County will invoice the Town for any work done under this agreement no later than May 1 for work completed within the fiscal year. If work is on-going during the billing period, the County and Town staff will agree on invoicing as the year-end approaches. More frequent billing is acceptable.

4.4 The payment agreement in paragraph 4.1, 4.2, and 4.3 is considered the base agreement and is subject to change upon agreement by the Town Manager and County Manager if a deviation is needed to continue the agreement.

#### **ARTICLE 5 – EFFECTIVE DATE AND TERM OF INTERLOCAL AGREEMENT**

5.1. This Agreement shall become effective upon execution by the BOTH PARTIES and shall continue in full force and effect until midnight, June 30, 2028, unless sooner terminated by either party as provided for herein. The Interlocal Agreement will automatically renew for three (3) additional five-year terms unless either party notifies the other party in writing of its intention not to renew at least 180 days prior to expiration of the then-current term.

5.2. This Agreement shall remain in full force and effect until it expires or through the termination date or any extended termination date, as set forth above or in Article 8 – Termination below.

5.3 The County will begin taking actions under this agreement on the first day of the month immediately following execution of this agreement by both parties.

#### **ARTICLE 6 – GOVERNMENTAL IMMUNITY**

The Town will indemnify and hold the County harmless from all claims, demands or actions whatsoever arising from the County's provision of services under this Agreement unless the same results from the intentional or grossly negligent conduct of the County. It is the intent of this Section that the Town indemnifies the County to the fullest extent permitted by law.

#### **ARTICLE 7 – INSURANCE**

The County and the County's employees performing services pursuant to this Agreement are insured to the extent permitted by law. The parties acknowledge and represent that the Agreement does not create an obligation on part of the County to insure the Town or employees of the Town for actions relating to or undertaken in accordance with this Agreement.

#### **ARTICLE 8 – TERMINATION**

Either party may terminate this Interlocal Agreement, with or without cause, by providing notice to the other party of termination in writing at least 180 days prior to the effective

date of termination. This Interlocal Agreement may also be terminated by court order upon the finding that there has been substantial breach of this Interlocal Agreement by the non-complaining party so as to entitle the complaining party to be relieved of its obligations under this Interlocal Agreement.

#### **ARTICLE 9 – NOTICES**

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

To County: Bonnie Hammersley  
Orange County Manager  
P.O. Box 8181  
Hillsborough, N.C. 27278

With copy to: Dr. Shameka Fairbanks  
Orange County Chief Equity Officer  
P.O. Box 8181  
Hillsborough, N.C. 27278

To Town: Hillsborough Town Manager  
P.O. Box 429  
Hillsborough, N.C. 27278

With copy to: Hillsborough Human Resources Manager  
P.O. Box 429  
Hillsborough, N.C. 27278

#### **ARTICLE 10 – MISCELLANEOUS PROVISIONS**

10.1. ASSIGNMENT: County shall perform the selected Services provided for in this Agreement exclusively and solely for the Town which is a party to this Agreement. Neither party shall have the right to assign their rights or obligations pursuant to this Agreement.

10.2. WAIVER: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

10.3. SEVERABILITY: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

10.4. ENTIRE AGREEMENT: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings

concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations of agreements, whether oral or written.

10.5. MODIFICATION: It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.6. CHOICE OF LAW; WAIVER OF JURY TRIAL: Any controversies or legal disputes arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the State of North Carolina, seated at Orange County, North Carolina, and governed by the laws of the State of North Carolina. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation and will submit to bench trial.

10.7. DRAFTING: This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

10.8. RECORDING: This Agreement may be recorded in the public records of Orange County and of the Town of Hillsborough, in accordance with the North Carolina General Statutes.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement Between Orange County and Town of Hillsborough for selected Services to be Performed by the Orange County Equity and Inclusion Department on the respective dates under each signature: Orange County through its Board of County Commissioners, signing by and through its County Manager, and the Town, signing by and through its Town Manager.

Orange County, North Carolina

ATTEST:

\_\_\_\_\_  
Bonnie Hammersley, County Manager

\_\_\_\_\_  
Laura Jensen, Clerk to the Board  
Orange County Board of Commissioners

Date of BOCC action: \_\_\_\_\_

Town of Hillsborough, North Carolina

ATTEST:

\_\_\_\_\_  
Eric J. Peterson, Town Manager

\_\_\_\_\_  
Sarah E. Kimrey, Town Clerk

Date of Town Board action: \_\_\_\_\_

Approved as to form and legal sufficiency: \_\_\_\_\_  
John Roberts, County Attorney

Approved as to form and legal sufficiency: \_\_\_\_\_  
Robert Hornik, Hillsborough Town Attorney

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

\_\_\_\_\_  
Melissa Bishop, Interim Finance Director, Hillsborough