

**Memorandum of Understanding between Orange County and the Towns of Chapel Hill,
Carrboro, and Hillsborough:
Orange County Food Council**

THIS MEMORANDUM OF AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 20__ between Towns of Carrboro, Chapel Hill, and Hillsborough, North Carolina municipal corporations situated in Orange County, North Carolina (hereinafter referred to individually as the "Town" and jointly as "Towns"); and Orange County, a political subdivision of the State of North Carolina (hereinafter referred to as the "County"), for the provision of funding for a Food Council Coordinator. (County and Towns may be referred to collectively as the "Parties")

Whereas, since July 1, 2015, the Orange County Board of Commissioners, Chapel Hill Town Council, Carrboro Town Council, and Hillsborough Board of Commissioners have provided financial support to the Orange County Food Council.

Whereas, the Orange County Food Council will provide advice and recommendations to the four jurisdictions on issues related to the county community food system and also facilitate communication between community groups, committees, commissions, and other boards, whose work supports a thriving local farm economy, access to healthy food, food related economic development, strong communities, sustainable ecosystems, and healthy people.

Whereas, the Parties to this Agreement understand the value of this work to each jurisdiction and accordingly intend to continue to fund and support it.

Whereas, the Orange County Food Council Executive Committee consists of elected representatives appointed from each of the above governmental partners as well as the Co-Chairs of the Food Council, charged with providing oversight of the Food Council Coordinator.

Whereas, the Orange County Food Council consists of a 11-member council including elected representatives appointed from each of the above governmental partners and a cross-section of community members, food access and food provider representation, charged with providing direction for the council's work, and the Parties to this Agreement intend for the 11-member Food Council to continue to perform this role, and

Whereas, the Parties to this Agreement intend to provide funding support to a Food Council Coordinator, whose responsibilities have been outlined in a Job Description and the Parties to this Agreement hereby clarify the roles and responsibilities of each body as it relates to funding and oversight.

A. The Executive Committee will

1. Provide ongoing guidance of the Coordinator with all decisions about the Coordinator's work subject to final approval by the County Manager. The Executive Committee will provide this guidance by:
 - a. Conducting joint annual performance reviews of the Coordinator with the County Manager, after gathering input from the Co-chairs of the Food Council and others, as appropriate;
 - b. Approving an annual work plan for the Coordinator based on the goals of the Plan, subject to final approval by the County Manager;
 - c. Meeting with and reviewing the work plan with the Coordinator and the County Manager quarterly;
 - d. Participating in interviews for the hiring of the Coordinator;
 - e. Making recommendations to the County Manager regarding performance concerns related to the Coordinator.
2. Operate its program on the same fiscal year as that operated by the Towns and County
3. Not have supervisory authority over any Town or County staff who may be assigned to provide assistance to the Food Council or Executive Committee
4. Meet quarterly, with staff support, to review progress under the annual work plan.

B. The 11-member Food Council will:

- a. Convene stakeholders to build strategic partnerships across all sectors, identify issues,
- b. Conduct research, and educate the community on the Orange County food system,
- c. Promote sustainable agriculture, increase economic development, and advance social justice, and dismantle systemic racism,
- d. Develop strategies, and advise on policy recommendations to encourage the growth of a robust community food system and a healthier population.

C. Towns and County will:

- a. Appoint an elected representative to serve as liaison between the governmental jurisdiction and the Orange County Food Council. The appointed representative will serve on the Executive Committee.
- b. Provide office space and supplies for the use of the Coordinator.
- c. Provide staff assistance as needed to support the Coordinator and Orange County Food Council members and workgroup members subject to the County Manager's direction.
- d. Provide an annual appointment from the elected governing bodies to the Orange County Food Council.
- e. Assist with the annual implementation efforts of the Food Council and workgroup priorities.
- f. Continue to support the Orange County Food Council.

- g. The amount of funding to be provided by each partner will be determined by utilizing a population-based formula based on the latest Census data. Based upon the 2020 Census data, the percentage contributions are as follows:
 - Orange County 39%
 - Town of Chapel Hill 41%
 - Town of Carrboro 14%
 - Town of Hillsborough 6%
- h. Receive an annual report from Orange County Food Council.
- i. Not be required or expected to continue funding the Coordinator position should the funding not be available through any one or more of the other partners.
- j. Not require or suggest the Orange County Food Council or its Coordinator perform work on goals that are not in her/his work plan for the Food Council.

D. Invoicing and Payment:

- a. The Coordinator will submit annual invoices on behalf of the County to each Party by April 1st and payment will be due by June 30th each year. Failure to pay the agreed upon amount (see section C. g.) will be considered a breach of this Agreement. _____

This Agreement will remain in effect for five years from the date of its adoption by all Parties. The Agreement may be renewed for up to five additional five-year terms. Any Party hereto may withdraw from the Agreement by providing written notice to every other Party at least 12 months prior to the start of the fiscal year in which the Party wishes to withdraw.

[SIGNATURES TO FOLLOW]