

STATE OF NORTH CAROLINA
COUNTY OF ORANGE
and
COUNTY OF DURHAM

INTERLOCAL AGREEMENT FOR THE
OPERATION AND MAINTENANCE OF
LITTLE RIVER REGIONAL PARK AND
NATURAL AREA

This INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement," is hereby made and entered into this the 1st day of January, 2022, by and between ORANGE COUNTY, hereinafter referred to as "Orange County," and DURHAM COUNTY, hereinafter referred to as "Durham County," pursuant to N.C. Gen. Statute 160A-460 *et seq.*, and other applicable laws.

WITNESSETH:

WHEREAS, Orange County and Durham County own certain adjacent property known collectively as Little River Regional Park and Natural Area, (hereinafter referred to as "Park"), of which 136 acres are located in Orange County and 255 acres are located in Durham County, a map of which property is attached hereto as Exhibit A; and

WHEREAS, Orange County and Durham County have agreed to make the Park available for low-impact outdoor recreational purposes, including picnic areas, play meadows, nature study, walking trails, and other recreational uses; and

WHEREAS, Orange County and Durham County have agreed to monitor and protect sensitive natural and cultural resources known to exist on the Park property; and

WHEREAS, Orange County and Durham County desire to share revenues and expenses equally for the joint use and mutual benefit of the citizens of both counties; and

WHEREAS, Orange County and Durham County agree that Orange County should operate and maintain the park to the mutual benefit of citizens of both counties during the term of this Agreement and any subsequent extended term thereof, pursuant to N.C. Gen. Statute 160A-355, N.C. Gen. Statute 160A-460 *et seq.*, and other applicable law.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contain herein, the parties hereto agree as follows:

I. General

- I. Park Name. The official name of the Park shall be "Little River Regional Park and Natural Area." Orange County will install a prominent sign, consistent with Orange County zoning regulations, at the entrance to the park indicating that name as approved by both counties and included in the Park Master Plan. In some instances, the name may be shortened to the "Little River Park".

2. Guiding Documents

- A. Operations and Management of the park shall be guided by the Park Master Plan and Management Plan. These documents have been jointly developed by Orange and Durham counties and approved by their respective board of county commissioners. The Master Plan shall include adopted functional uses, a general land use map that depicts existing site constraints and locations for existing and proposed phasing of Park improvements and general programming. The Master Plan shall acknowledge and incorporate existing park development. The Master Plan will include a Management Plan section that provides greater specificity regarding implementation of the Master Plan goals and park operations, including priorities for future park improvements. Amendments and revisions to the Master Plan and/or Management Plan shall require the approval of both Boards.

Orange and Durham staffs shall develop administrative Partnership Guidelines for ensuring the park is run with shared goals and mutual agreement on park policies, personnel issues, communications, and related. The Partnership Guidelines may be amended by mutual consent.

3. Names on Park Facilities. Any formal naming of park amenities (e.g., trails, shelters, etc.) or acknowledgment of people or entities on signage (e.g., project partners, monetary contributors, etc.) will be in accordance with the naming policies of both counties-
4. Ownership. The land shall continue to be owned as separate parcels with Orange County owning the 136 acres located in Orange County and Durham County owning the 255 acres located in Durham County.
- a) Conservation Easements. Both counties recognize that the Park was acquired with grants from the NC Clean Water Management Trust Fund and NC Parks and Recreation Trust Fund and that there are conservation easements in place encumbering the property as a result of those grants. The conservation easements are recorded at the Orange County Register of Deeds, Book 2198 Page 256 and at the Durham County Register of Deeds, Book 3027 Page 194.
 - b) Access Easements. Any access easements acquired for the public use of adjacent private property shall be approved by both Boards.
 - c) Additional Land. As opportunities develop in the future, additional land areas may be considered by the two counties for potential acquisition to expand the park boundaries. Amendments to the Master Plan to include the additional land will be initiated through the joint county staff with recommendations to both Boards for approval. If the proposed additional land requires additional costs for maintenance and/or operations, then the additional cost shall be negotiated and approved by both Boards. If, however, the additional land is located in only one of the counties, and its acquisition would have no financial impact on costs associated with Park operations and maintenance, then the purchase of the proposed land may be made by the county in which the land is located. If the land is located in both counties, both Boards must approve the purchase and must

approve the manner in which title to the land is conveyed.

II. Park Management

1. Allowed Uses. The Park shall be open and available to the general public regardless of age, race, ethnicity, color, national origin, religion, creed, sex, sexual orientation, gender, gender identity, gender expression, marital status, familial status, source of income, disability, political affiliation, veteran status, or disabled veteran status. Orange County and Durham County, through their respective Boards, with input from a citizen advisory committee and other members of the public, have agreed on what uses will and will not be allowed in the Park. Modification of the approved uses will be considered through the joint county staff and recommended for consideration and approval by the Boards.
2. Annual Objectives. Operations at the Park shall be guided by a jointly approved set of priorities and actions developed by fiscal year in conjunction with the annual budget. The Annual Objectives may be modified as needed throughout the year based on agreement from both counties. The Annual Objectives should specify major new capital projects, major maintenance or operational issues, general programming and other activities. Orange and Durham staff will meet four times annually to discuss the budget and objectives. Annual objectives shall be consistent with the approved Management Plan and park Master Plan.
3. Park Policies and Regulations. Orange County, with input from Durham County, shall approve all rules, regulations, ordinances, policies, and fees for operation of the park, that are not inconsistent with any Durham County rules, regulations, ordinances policies or fees. Orange County shall provide a summary of rules, regulations, ordinances, policies and fees related to Little River Park and any changes made therein in the Park's Annual Report.
4. Budget. The Orange and Durham County Managers, or their designees shall meet to consider and make recommendations regarding an annual budget for the operation of the Park, and a capital budget for periodic capital expenditures. The annual budget should be based on proposed Annual Objectives as detailed above. The capital budget shall include proposed capital improvements to be made to the Park within the next fiscal year. However, donations of monies received for Little River Park, or other earmarked funds for park capital and operating expenses may be deposited into a special account to allow for accumulation of said funds and expenditures as needed over a period of multiple fiscal years. The recommendations of the County Managers shall be submitted to their respective Boards. The Boards shall each consider such budget recommendations and take such action as deemed appropriate. If the Boards do not both agree to the annual budget as submitted by the County Managers, the County Managers shall meet again to try to create another budget proposal, and the Boards shall again attempt to come to agreement. The failure of the respective Boards to agree upon an annual budget after a second attempt shall be grounds for terminating this Agreement. Transfers between FY budgetary line items of up to \$1,000 may be made administratively by Orange County; transfers over \$1,000 require the consent from the Durham County Manager or his designee.
5. Annual Reports. Reports on the activities in the park shall be prepared annually on a calendar year basis (or as otherwise needed) for presentation by Durham and/or Orange counties. Any

reports prepared for presentation by one county will be shared with the other county.

III. Park Funding.

1. Annual Operations. All operating and maintenance costs of the Park shall be shared equally by both counties (Orange County 50% and Durham County 50%). Orange County shall be responsible for operating and maintaining the Park and shall invoice Durham County twice annually for 50% of the actual operating and maintenance costs, including building and grounds maintenance, personnel costs, indirect costs, property insurance and any other costs incurred to properly operate and maintain the Park. Notwithstanding the foregoing, Durham County shall not share in the cost to repair damage to the Park and its facilities caused by the intentional or gross negligent acts and omissions of Orange County personnel or its contractors in the performance of their obligations rendered pursuant to this Agreement, nor share the cost for park expenses that were not agreed to by Durham County. Orange County shall not share in the cost to repair damage to the Park and its facilities caused by the intentional or gross negligent acts and omissions of Durham County personnel or its contractors in the performance of their obligations rendered pursuant to this Agreement. In no event shall the amount invoiced exceed the budgeted amount for the Park in the then current fiscal year.
2. Emergency Expenses. Amounts budgeted for the Park as part of each county's annual budget may be increased to cover unforeseen and unbudgeted expenses. Such unforeseen and unbudgeted expenses shall be invoiced as provided here but only after it is approved by both County Managers and both Boards as an amendment to the applicable Park budget. Provided, however, emergency repairs (as defined herein) needed may be undertaken after their cost is approved in writing by both County Managers. For purposes of this Agreement, the term "emergency repair(s)" shall mean those repairs made necessary as the result of natural occurrences that cannot be postponed for approval of a budget amendment by both Boards. After the costs are approved by the County Managers, both Boards shall be presented with said emergency repair costs as an amendment to the applicable Park budget at the next regularly scheduled meeting of each Board. Each county will provide to the other county detailed accounting of both direct and indirect costs for reconciliation purposes. Insurance reimbursement for repairs shall be accounted for in the applicable Park budget and made a part of the reconciliation.
3. Alternate County Expenses.
 - a. Single County Expenses. Notwithstanding the foregoing, either county may budget and/or expend funds for Park activities which the other county will not or cannot approve, so long as such expenditure or any portion thereof is not invoiced to the other county for reimbursement or charged against the other county as an expenditure. Such unshared expenditures shall not be considered a part of the Park budget and shall not become a cost to be reimbursed. Any such activities financed by one county must still be approved as an activity by both counties, and shall be in accordance with the Master Plan. Alternate County Funding. By mutual agreement, any activity(ies) may be funded by the two counties using a cost-sharing ratio other than 50/50 if mutually agreed to in writing in advance of the activity.
4. Capital Costs. Capital costs of the Park shall be shared equally by both counties (Orange County 50% and Durham County 50%) and paid for as provided in Section III.6. of this

Agreement. Notwithstanding the foregoing, either county may budget and/or expend funds for jointly approved capital investment projects for the Park, for which the other County will not or cannot approve funding for, so long as such expenditure or any portion thereof is in accordance with the Master Plan, and not invoiced to the other county for reimbursement or charged against the other county as an expenditure. Such unshared expenditures shall not be considered a part of the Park budget and shall not become a cost to be reimbursed in the event of termination.

5. Park Revenues. Except as otherwise provided for, all revenues generated from operation of the Park shall be shared equally by the two counties (Orange County 50% and Durham County 50%). Revenues shall be collected, when due, by Orange County, netted against operating and maintenance costs of the Park and designated as a set off on the invoice from Orange County to Durham County provided for in Section III of this Agreement.
6. Review and Reconciliation. At the end of each fiscal year, the Finance Directors of both counties shall conduct a review and reconciliation of amounts paid and payable under this Agreement. Such adjustments or payments as may be necessary to effectuate the reconciliation agreed upon by the Finance Directors of both counties shall be made promptly. Reconciliation shall be completed prior to October 15 of each year.

IV. Park Operations

1. Park Operation and Maintenance. During the term of this Agreement, Orange County shall manage the Park according to the terms of this Agreement, jointly-approved Partnership Guidelines, and jointly-approved Annual Objectives, and shall provide operation and maintenance services customarily provided for in the management of a park. Orange County shall do and perform any and all things reasonably necessary for the pleasure, comfort, service and convenience of those who use the Park, as well as to protect and preserve the natural resources and facilities within the Park.
 - a) Maintenance of Grounds. Maintenance of the Park grounds shall be performed by employees of Orange County or contractors as necessary to ensure proper and adequate maintenance. All contract maintenance costs shall be documented and accounted for as provided in Section III of this Agreement.
 - b) Maintenance of Buildings. Maintenance of all buildings and structures located on Park property shall be performed by employees of Orange County or contractors as necessary to ensure proper and adequate maintenance.
 - c) Personnel. Personnel at the Park will be Orange County employees or independent contractors employed by Orange County under the jurisdiction of Orange County and, if Orange County employees, will fall under the personnel rules and policies governing the hiring, discipline, dismissal, pay and any other procedures established by Orange County affecting its employees. Any proposed changes to staffing levels at the park will require a formal request by the initiating county during the annual budget preparation, and include a detailed description of the need and proposed change. Both counties must agree to the

changes in staffing level during this time and submit the request to their respective Boards.

- i. Any changes to existing staff job descriptions must be reviewed and approved by both counties prior to adoption.
 - ii. Representatives from both counties will take part in the interview and hiring of any new permanent park personnel, with the final hiring decision made by Orange County.
2. Contracts. Orange County shall contract with engineers, consultants, contractors and other parties as necessary to operate the Park in accordance with the Master Plan, Management Plan, Annual Objectives, Partnership Guidelines, and Annual Budget. In all cases, Orange County will comply with both counties' shared goals of enabling minority-owned firms to participate as contractors and sub-contractors in contracts for the development of the Plan. Orange County shall also comply with bidding procedures set forth by general statute and shall not exceed budgeted amounts by either county. Durham County agrees that the engineers, consultants, contractors and other parties as necessary may access so much of the Park owned by Durham County as necessary to accomplish the contracted work for the purposes outlined above.

Those contracts required by State law to be approved by a county board, shall be approved by the Orange County Board. Those contracts not requiring board approval by State law shall be approved in accordance with Orange County fiscal policy.
3. Insurance. Both counties will share equally the cost of property insurance pursuant to Section III. I. of this Agreement. The cost of liability insurance maintained by either party, if any, shall not be shared.
4. Park Security and Public Safety. Orange County and Durham County shall coordinate their efforts in providing for safety and security of users of the Park, Park staff, and adjacent landowners in the most effective and efficient manner possible. Orange County and Durham County agree to enter into a mutual aid agreement providing for response to fire and emergency medical services.
5. Park Caretaker Residence. Orange County shall contract with engineers, consultants, contractors and other parties as necessary to establish and maintain a Park caretaker residence near the main entrance to the Park in a manner mutually agreed upon by both Boards. Rent may be charged for the caretaker residence as agreed upon by both counties, and such funds collected may be deposited into a special account to allow for accumulation of said funds and expenditures as needed over a period of multiple fiscal years.
6. General Provisions.
 - a) Relationship of Parties. Durham County and Orange County shall not have the power to bind or obligate the other party.
 - b) Assignments. This agreement is not assignable by either party without the written

consent of the other.

- c) Notices. All notices provided for in this agreement shall be in writing, addressed to the respective county managers.
 - d) Governing Law. This agreement shall be construed under the provisions of the law of the State of North Carolina.
 - e) Good Faith. The parties mutually agree to deal in good faith one with the other in all respects in performing their duties under this Agreement. All actions recommended and implemented in the Plan will require joint approval by both Boards.
7. Entire Agreement. Except as otherwise provided in this Agreement, this Agreement contains the entire agreement between the parties. Amendments, if any, shall be in writing and signed by both parties.
8. Duration. This Agreement shall be effective as of the above date and will expire December 31, 2026, unless terminated or extended as provided herein. Orange County and Durham County will discuss, prior to July 1, 2026, whether either county intends to assume or make other arrangements for operation of the Park upon the expiration of the term of this Agreement, or whether Orange County and Durham County desires to continue a contractual relationship for operation of the Park and upon what terms. In the event that this Agreement has not been terminated, renewed or amended prior to the expiration date listed above, it will remain in effect until such time as both Boards have adopted a new agreement, but no longer than a 12-month period.
9. Termination.
- a) This agreement shall be subject to annual review and may be terminated at the end of the fiscal year upon one (1) year advance written notice by one party to the other party.
 - b) Upon the expiration or termination of this Agreement, park amenities and the costs associated therewith will be distributed as follows:
 - i) Real Property: The land shall continue to be owned as separate parcels with Orange County owning the 136 acres located in Orange County and Durham County owning the 255 acres located in Durham County. With respect to additional land area(s) acquired during the term of this Agreement and any extensions thereof, the additional land shall be owned in the manner acquired, as provided for in Section I.V. of this Agreement.
 - ii) Costs of Improvements: The counties agree to share equally in the value of the improvements made to the Park, including but not limited to picnic shelters, campsite facilities, restroom structures, and the park caretaker residence. (For example, if the value of the improvements made to the portion

of the Park that sits in Orange County equals \$20,000 and the value of improvements made in Durham County equals \$10,000, then Orange County will reimburse Durham County the amount of \$5,000.) The value of said improvements shall be determined at the time of termination.

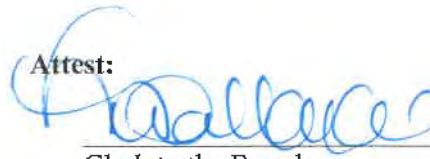
- iii) Grant Funds: The parties acknowledge that grant funding has and may be awarded to Durham and Orange counties for the development of the Park. Orange County administers said grants and shall continue to do so for the joint benefit of both counties. Upon termination, Durham County shall be reimbursed by Orange County in an amount equal to 50% of the total grant funds received, not yet expended and not subject to being returned to the granting authority, which have been planned for expenditure on amenities situated or to be situated in the Park.
- iv) This Agreement shall survive termination for the purposes of reconciliation or payment of any amount due and unpaid at the time of termination.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed as of the day and year first written above.


FOR DURHAM COUNTY:

By: 
Claudia Hager, Durham County Interim Manager

Date: 12/28/21


Attest: 
Clerk to the Board

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

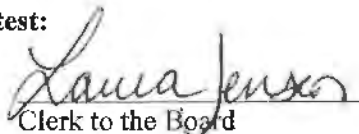

Durham County Chief Financial Officer



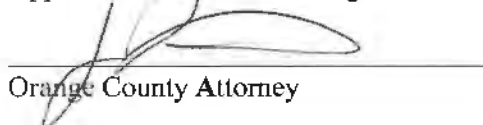
FOR ORANGE COUNTY:

By: 
Bormie B. Hammersley, County Manager

Date: 12/13/21

Attest: 
Clerk to the Board

Approved as to Form and Legal Sufficiency:


Orange County Attorney



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

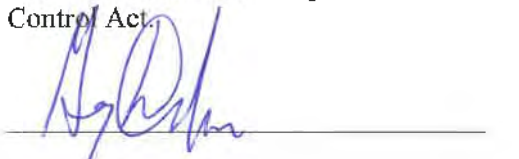
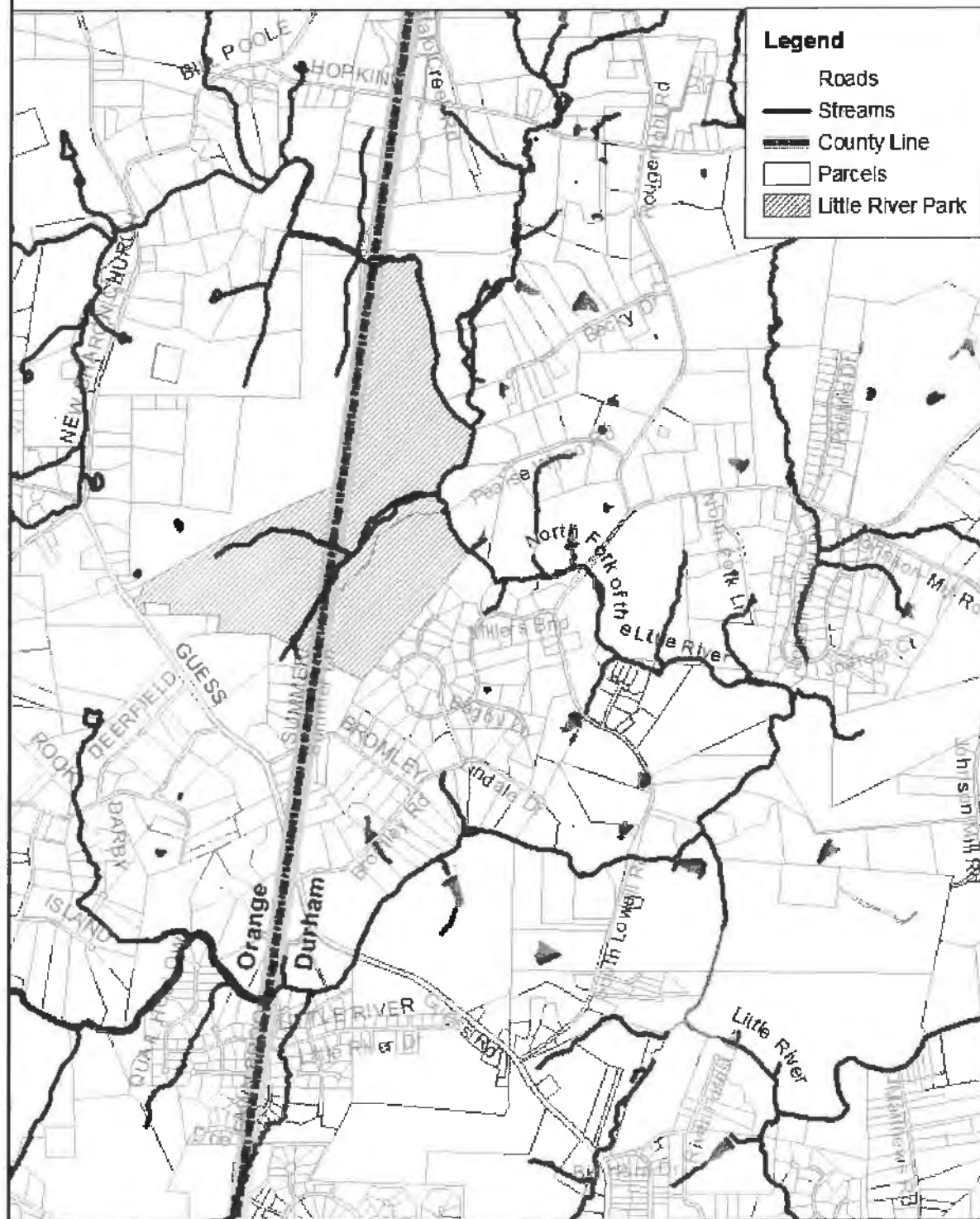

Orange County Financial Services Director

Exhibit A: Little River Regional Park



Prepared by
Coastal Space & Place, Branch Office of
Durham County Engineering Dept.
June 2011