

**Interlocal Cooperation Agreement Between the County of  
Durham County, the County of Orange, the County of  
Granville and Central Pines Regional Council to Implement  
the Energy Burden and Emissions Reduction Program**

This Interlocal Cooperation Agreement (hereinafter "Agreement") is entered into by the **County of Durham**, the **County of Orange**, the **County of Granville**, political subdivisions of the State of North Carolina, (collectively, the "Counties" or the "Parties"). This Agreement shall be effective on \_\_\_\_\_ day of April, 2026 (the "Effective Date").

**BACKGROUND**

- A. On October 1, 2024, the United States Department of Energy awarded the County of Durham \$1,500,000.00 in Energy Efficiency and Conservation Block Grant funds to implement the Energy Burden and Emissions Reduction Program (hereinafter "EBERP").
- B. The EBERP is intended to provide free energy efficiency and home safety upgrades to low-income homes in Durham, Orange, and Granville counties as well as provide access to financing for households that do not meet low-income thresholds to participate in the program.
- C. This Agreement is made as an Interlocal Cooperation Agreement pursuant to the General Statutes of North Carolina at Chapter 160A, Article 20, Part 1.

For and in consideration of the mutual covenants contained herein and the mutual benefits to result therefrom, the parties hereby agree as follows:

**SECTION 1.  
PURPOSE**

The purpose of this Agreement is to set forth the respective rights and obligations of the Counties in the Administration of the EBERP. For the term of this Agreement, the Counties agree to jointly develop and execute a program to provide free energy efficiency and home safety upgrades to low-income homes in the three counties as well as provide access to financing for households that do not meet low-income thresholds to participate in the program. Representatives from the Counties will participate in the EBERP team made up of such representatives as well as staff from subawardees and other strategic partners (hereinafter "the EBERP Team").

**SECTION 2.  
FUNDING**

The EBERP is funded through a \$1.5 million Department of Energy grant administered by the County of Durham for work on low-income homes Durham, Orange, and Granville counties. No grant funds will be directly distributed to the County of Orange or the County of Granville.

The County of Orange shall provide \$73,944 in-kind cost-share for EBERP and will report cost-share amounts to the County of Durham on a quarterly basis.

The County of Durham shall provide \$217,636 in-kind cost-share for EBERP.

The County of Granville shall not provide any cost-share for EBERP.

### **SECTION 3. TERM**

The initial term of this Agreement shall be from the effective date until October 1, 2027, unless terminated sooner pursuant to this Agreement.

### **SECTION 4. TERMINATION**

Any party may terminate this Agreement, with or without cause, by written notification to the County Manager of the County of Durham, effective upon receipt. Upon termination, no grant funds shall be spent on homes in the terminating County, except that, for projects where an owner has executed all necessary documents for work to begin, those projects shall be completed as if the agreement had not been terminated.

The Parties agree and acknowledge funding for the EBERP is contingent upon continued approval by the US Department of Energy. The Parties agree and acknowledge that if the grant is terminated by the US Department of Energy, all work under the EBERP must immediately cease, and this Agreement shall automatically terminate.

### **SECTION 5. AMENDMENTS**

This Agreement may only be amended by the written consent of all parties.

### **SECTION 6. APPOINTMENT OF PERSONNEL**

Except to the extent provided otherwise in this Agreement, it is agreed that the County Manager of each participating County, or their designee, shall designate persons to carry out that County's obligations under this Agreement.

### **SECTION 7. RESPONSIBILITIES**

#### **A. Grant Administration**

The County of Durham is responsible for grant administration, including financial management and Federal reporting requirements.

#### **B. Additional Responsibilities**

County of Durham: Project manage and lead day-to-day grant activities, oversee financials, ensure grant reports are accurate and timely, facilitate Team meetings and communications, liaise with Partners, communicate with Durham community/ neighborhood groups, organize community trainings in Durham County.

County of Orange: Communicate with Orange County community and neighborhood groups, organize community trainings, and work with the EBERP Team on project development and coordination.

County of Granville: Communicate with Granville County community and neighborhood groups, organize community trainings in Granville County, and work with the EBERP Team on project development.

### **C. Custodian of Records**

Durham County will be the custodian of records for all program materials and reports except participant applications.

## **SECTION 8. EBERP PARTICIPATION CRITERIA**

### **A. Geographic Area Targeted**

EBERP is focused on selected neighborhoods within the three-county area. Neighborhoods will be selected based on quantitative census data for income, home occupation by ownership, rental, or vacant status, and number of large apartment units. The candidate census areas will further be funneled toward selection by stakeholder input from community organization leaders and local government staff with knowledge of the community's population, housing stock, and its needs. These stakeholders will consider factors such as the total number of homes with need versus funding capacity, age of homes, and long-term occupation in homes.

### **B. Household Selection Criteria**

In order to participate in EBERP, households must meet the following criteria:

1. The participant must live in a selected EBERP neighborhood;
2. The participant must:
  - a. earn no more than the 300% Federal Poverty Guideline (FPG) income threshold, for services AT NO COST, or
  - b. apply to pay for EBERP services with NC Clean Energy Fund or other lender, or
  - c. pay out of pocket for EBERP services;
3. The participant must:
  - a. own a single-family, duplex, or manufactured home, or
  - b. rent a home AND get permission from landlord; AND
4. The property owner must either

- a. be up to date on the property taxes, or
- b. have a payment plan with the County offices.

### **C. Income Verification Process**

Participants must provide proof of their income through their latest W2 tax form(s) (without social security number or with the number redacted), or two months of pay stubs or other proof of income, such as Veterans' Compensation, Social Security, or Supplemental Security Income payments (without social security number or with the number redacted).

### **D. Rentals**

Participants who rent their home are additionally required to have the owner of the property sign an EBERP Property Owner Agreement before they may participate.

## **SECTION 9. MISCELLANEOUS**

The Parties agree to the following additional terms:

- A. Headings.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by all parties and no interpretation shall be made to the contrary.
- B. Governing Law.** This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.
- C. Amendments.** No modification or amendments of this Agreement will be valid or binding upon any Party unless in writing and signed by the Party against whom the modification or amendment is asserted.
- D. Entire Agreement.** This Agreement, including any attachments shall constitute the entire understanding between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- E. E-Verify.** The Parties agree that this Agreement is subject to the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and any contractor, subcontractor performing services because of this Agreement shall be required to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- F. No Third-Party Rights Created.** This agreement is intended for the benefit of the Counties and not any other person.

**G. Insurance.** The Counties agree to each cover their own risks for liability through either obtaining insurance or by self-insuring itself against any risk. Each shall furnish the other with evidence of such insurance, if any, upon request.

**H. Indemnification.** Neither party agrees to indemnify or hold harmless the other party. However, to the extent permitted by law, each party agrees to be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees, subcontractors, or representatives, in the performance or omission of any act of responsibility of that party under this ILA. In the event that a claim is made against both parties it is the intent of both parties to cooperate in the defense of said claim. However, either party shall have the right to take any and all actions they believe necessary to protect their interest arising out of the performance or nonperformance of this ILA. This provision shall survive the termination of this ILA. Notwithstanding the above, neither party waives its governmental immunity, or any other immunity granted by law and all parties reserve the same unto themselves.

**I. Notices.** Notices under this Agreement shall be delivered by US Mail, Electronic Delivery, or hand delivery to the contacts for the parties as provided herein:

To COUNTY OF DURHAM:  
County of Durham  
Attn: County Manager  
200 East Main Street, 3<sup>rd</sup> Floor  
Durham, NC 27701

To COUNTY OF ORANGE:  
County of Orange  
Attn: Orange County Sustainability Manager  
P.O. Box 8181  
Hillsborough, NC 27278

To COUNTY OF GRANVILLE:  
County of Granville  
Attn: Grants Manager  
P.O. Box 906  
Oxford, NC 27565

**J. Severability.** In the event any term or provision of this Agreement shall be adjudged to be partially or completely invalid or unenforceable, then such term or provision shall be severed from this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have approved this Agreement and have caused it to be signed by their respective County Manager by approval of the Board of County Commissioners duly attested, the year and day first written above.

COUNTY OF DURHAM

\_\_\_\_\_  
BY: Claudia Hager, County Manager

ATTEST: \_\_\_\_\_  
CLERK

COUNTY OF ORANGE

\_\_\_\_\_  
BY: Travis Myren, County Manager

ATTEST: \_\_\_\_\_  
CLERK

COUNTY OF GRANVILLE

\_\_\_\_\_  
BY: Drew Cummings, County Manager

ATTEST: \_\_\_\_\_  
CLERK

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

\_\_\_\_\_  
Crystally Wright, Durham County Chief Financial Officer

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

\_\_\_\_\_  
Gary Donaldson, Orange County Chief Financial Officer

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

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Jennifer Baird, Granville County Finance Director