

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

Whereas, since July 1, 2015, the Orange County Board of Commissioners, Chapel Hill Town Council, Carrboro Board of Aldermen, 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, Orange County, the Town of Chapel Hill, the Town of Carrboro and the Town of Hillsborough (the Parties to this Memorandum) 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 Chair of the Food Council, charged with providing oversight of the Food Council Coordinator.

Whereas, the Orange County Food Council (the Food Council) consists of a 15-member council including elected representatives appointed from each of the above governmental partners and a cross-section of community and food provider representation, charged with providing direction for the Council's work, and the Parties to this Memorandum intend for the 15-member Food Council to continue to perform this role, and

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

A. The Executive Committee will:

1. Provide ongoing supervision of the Coordinator through the County Manager by:

- i. Conducting joint annual performance reviews of the Coordinator with the County Manager, after gathering input from the Chair of the Food Council and others, as appropriate;
    - ii. Approving an annual work plan for the Coordinator based on the goals of the Plan, subject to final approval by the County Manager;
    - iii. Meeting with and reviewing the work plan with the Coordinator and the County Manager quarterly;
    - iv. Participating in interviews for the hiring of the Coordinator;
    - v. 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 Leadership Team or Executive Committee.
  4. Meet quarterly, with staff support, to review progress under the annual work plan.
  5. Provide progress reports to the Parties of this Memorandum every six months.
- B. The 15-member Food Council will:
1. Convene stakeholders to build strategic partnerships across all sectors, identify issues,
  2. Conduct research, and educate the community on the Orange County food system,
  3. Promote sustainable agriculture, increase economic development, and advance social justice,
  4. 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:
1. Appoint an elected representative to serve as liaison between the governmental jurisdiction and the Food Council. The appointed representative will serve on the Executive Committee.
  2. Provide office space and supplies for the use of the Coordinator.

3. Provide staff assistance as needed to support the Coordinator and Food Council members and workgroup members subject to Town Managers' and County Manager's direction.
  4. Provide an annual appointment from the elected governing bodies to the Food Council.
  5. Assist with the annual implementation efforts of food council and workgroup priorities.
  6. Continue to support the Food Council.
  7. 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 2010 Census data, the percentage contributions are as follows:
    - Orange County 39%
    - Town of Chapel Hill 41%
    - Town of Carrboro 15%
    - Town of Hillsborough 5%
  8. Receive an annual report from the Food Council.
  9. 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.
  10. Not require or suggest the Food Council or its Coordinator perform work on goals that are not in her/his work plan for the food council.
- D. This Memorandum will remain in effect for two years from the date of its adoption by all Parties. The Parties to this Memorandum will have the opportunity to evaluate renewal of this Memorandum of Understanding upon the expiration of each two-year term. The Memorandum may be renewed for up to five additional two-year terms. Any Party hereto may withdraw from the Memorandum 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. If a Party chooses to withdraw all Parties will assist the Food Council in pursuing 501.3c Non-profit status.

[SIGNATURES TO FOLLOW]

Wherefore the Parties hereto have set their hands and seals on the day and dates recorded below.

ORANGE COUNTY

\_\_\_\_\_  
Penny Rich, Chair

\_\_\_\_\_  
ATTEST

STATE OF NORTH CAROLINA  
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners for Orange County, North Carolina and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chair of said Board of Commissioners and attested by her as Clerk to said Board of Commissioners.

Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_

(Notary Seal)

My commission expires: \_\_\_\_\_

TOWN OF CHAPEL HILL

\_\_\_\_\_  
Pam Hemminger, Mayor

\_\_\_\_\_  
ATTEST

STATE OF NORTH CAROLINA  
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledged that he/she is the Town Clerk for the Town of Chapel Hill, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Chapel Hill, NC and attested by her as Town Clerk for the Town of Chapel Hill, NC.

Witness my hand and official stamp or seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public\_\_\_\_\_

(Notary Seal)

My commission expires:\_\_\_\_\_

TOWN OF CARRBORO

\_\_\_\_\_  
Lydia Lavelle, Mayor

\_\_\_\_\_  
ATTEST

STATE OF NORTH CAROLINA  
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledged that she is the Town Clerk for the Town of Carrboro, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Carrboro, NC and attested by her as Town Clerk for the Town of Carrboro, NC.

Witness my hand and official stamp or seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public\_\_\_\_\_

(Notary Seal)

My commission expires:\_\_\_\_\_

TOWN OF HILLSBOROUGH

\_\_\_\_\_  
Tom Stevens, Mayor

\_\_\_\_\_  
ATTEST

STATE OF NORTH CAROLINA  
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledged that he/she is the Town Clerk for the Town of Hillsborough, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Hillsborough, NC and attested by her as Town Clerk for the Town of Hillsborough, NC.

Witness my hand and official stamp or seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public\_\_\_\_\_

(Notary Seal)

My commission expires: \_\_\_\_\_