

NORTH CAROLINA

CHATHAM COUNTY

THIS INTERLOCAL AGREEMENT (this “Agreement”), made and entered into this ____ day of _____, 2019, by and between **CHATHAM COUNTY**, a body politic and corporate of the State of North Carolina (the “County”) and the **TOWN OF GOLDSTON**, a North Carolina municipal corporation located in Chatham County, North, Carolina (the “Town”);

WITNESSETH

WHEREAS, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, the County and the Town are authorized to enter into interlocal agreements to execute undertakings; and

WHEREAS, the Town intends to adopt a Unified Development Ordinance and has requested that the County administer and enforce the Ordinance within the corporate limits of the Town of Goldston upon its adoption; and

WHEREAS, the County has agreed, subject to the terms and conditions of this Agreement, to enforce the Town’s Unified Development Ordinance within the corporate limits of the Town of Goldston; and

WHEREAS, the County and the Town wish to memorialize their agreement in writing with respect to the enforcement of such ordinances;

NOW, THEREFORE, in consideration of the benefits that will flow to their respective citizens from the duties and undertakings of this Agreement, the County and the Town agree as follows:

1. **Purpose**. The purpose of this Agreement is to provide for the administration and enforcement by the County of the Town’s Unified Development Ordinance (“UDO”) within the corporate limits of the Town of Goldston. The County is currently enforcing other ordinances, laws, rules, and regulations within the corporate limits of the Town and those enforcement actions shall not be affected in any way by this Agreement.

2. **Adoption of Ordinances**. The Town represents and warrants to the County that the UDO to be administered and enforced by the County within the corporate limits of the Town of Goldston pursuant to this Agreement will be adopted by the Town in a form satisfactory to the County, and that there will be no impediment to the legal enforcement of the same by the County within the Town of Goldston. Appeals of any enforcement action taken by the County, including, without limitation, interpretations of any provision of the UDO, and requests for variances, special or conditional uses set forth in the UDO ordinance shall be heard by the Town board or commission designated by the Town to hear such appeals or make such interpretations.

3. **Change in Ordinances.** In the event the Town amends or otherwise changes the UDO, the Town shall provide the County written notice of the amendment or other change not less than thirty (30) days prior to its effective date and the County shall either provide notice to the Town that it will enforce the amendment or other change, or terminate this Agreement within thirty (30) days of receipt of notice of the amendment or other change from the Town. If the County does neither, the Town shall have the right to terminate this Agreement at any time thereafter upon thirty (30) days written notice to the County.

4. **County Collection of Fees.** The County shall collect and retain the fees, fines, penalties, costs, and other charges incident to enforcement of the UDO as provided therein. The County shall bill and collect such fees, fines, penalties, costs, and other charges in its own name, all and any of which shall be subject to increase, decrease, or change as and when they are changed by the Town.

5. **County Enforcement.** The County administration and enforcement provided for in this Agreement shall include the issuance of permits, the making of inspections, the preparation for and participation in hearings and appeals, and similar actions and services incident to normal local government enforcement actions with respect to the UDO. In the event the County determines that it is necessary or advisable to retain attorneys or consultants with respect to any enforcement action, including, without limitation, protests and challenges, it shall advise the Town, and the Town shall retain and pay for such attorneys or consultants, including, without limitation, all costs and fees incident to such enforcement action, or the defense of claims and lawsuits against the County or the Town incident to such enforcement action.

6. **Notice to Residents of Goldston.** The Town shall provide notice to its citizens and residents reasonably calculated to inform them that the UDO will be administered and enforced within the corporate limits of the Town by the County, and that they will be billed by the County for such services.

7. **Duration/Termination.** The term of this Agreement shall commence on the first day of the second calendar month following adoption of the UDO by the Town (the "Effective Date") and, unless terminated as provided in Paragraph 3 hereof, shall exist and continue until one party shall have provided the other party not less than one hundred-eighty (180) days prior written notice of termination.

8. **Personnel.** Each party shall designate and appoint the personnel necessary to carry out its responsibilities under this Agreement.

9. **Amendment.** This Agreement contains the entire agreement of the parties. It may be changed or amended only by an agreement in writing signed by both parties.

10. **Financing.** The Town shall pay for all cost it incurs under this Agreement and, in addition, shall pay the County such fees, costs, and charges for inspections or permits required for Town owned property or facilities. The County shall pay for all costs it incurs under this

Agreement. The County shall provide no services under this Agreement except as specifically set forth in paragraph 5 hereof.

11. **Notices.** All notices or other correspondence given or made pursuant to this Agreement shall be in writing, delivered in person, mailed by certified mail, return receipt requested, or delivery by a recognized overnight courier, postage or fees prepaid, addressed to a party at the address given below, and shall be deemed effective upon the date received, via personal delivery, certified mail, or overnight delivery. The parties shall be responsible for notifying each other of any change of address. Mailing addresses for parties are as follows:

If to County:

Chatham County
Attention: County Manager
Post Office Box 1809
Pittsboro, North Carolina 27312

If to the Town:

Town of Goldston
Attention: Mayor
Post Office Box 527
Goldston, North Carolina 27252

12. **Miscellaneous.** This Agreement constitutes the entire agreement and understanding between the parties and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreements heretofore entered into between the parties with respect to the matters contained herein are merged in this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina, and any action brought under or concerning this Agreement shall be brought and maintained in the Superior Court of Chatham County, North Carolina. The headings contained in this Agreement are solely for the convenience of the parties and do not constitute a part of this Agreement and shall not be used to construe or interpret any provisions hereof. This Agreement shall be considered for all purposes as having been prepared by the joint efforts of the parties and shall not be construed against one party or the other as a result of preparation, substitution, submission, or other event of negotiation. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect, and, if any such unenforceable provision hereof is enforceable in any part or to any lesser extent, such provision shall be enforceable in all such parts and to the greatest extent permissible under applicable law. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument, and the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties have hereunto fixed their hands and seals this the
day and year first written above.

CHATHAM COUNTY

By: _____
County Manager

Attest: _____
County Clerk

TOWN OF GOLDSTON

By: _____
Mayor

Attest: _____
Town Clerk