

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is hereby made and entered into this ____ day of _____, 2016, by and between, the **CITY OF GREENSBORO**, a municipal corporation of the State of North Carolina, acting by and through its governing body, the City Council, hereinafter referred to as the "CITY," and **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, acting by and through its governing body, the Guilford County Board of Commissioners, hereinafter referred to as the "COUNTY," and collectively referred to as the "PARTIES."

WITNESSETH:

WHEREAS, pursuant to N.C.G.S. 160A-461, the CITY and COUNTY may enter into agreements with each other in order to execute any undertaking.

WHEREAS, the CITY operates a Code Enforcement program to ensure safe housing pursuant to the Minimum Housing Code, Chapter 11 of the City's Code of Ordinances;

WHEREAS, the CITY is required to provide notice to all parties of interest in an enforcement case of the hearing with the inspector and the inspector's order;

WHEREAS, parties in interest includes the COUNTY Tax Department when there are delinquent property taxes on the property or when a foreclosure case is pending;

WHEREAS, pursuant to both State law and CITY ordinance, service of process must be made personally or by registered or certified mail;

WHEREAS, in order to conserve time and resources of both CITY and COUNTY personnel in issuing and processing the required notices, CITY has requested that COUNTY waive service of process by registered or certified mail in lieu of receiving notice by electronic or other more cost effective means;

WHEREAS, CITY and COUNTY have ratified this Inter-local Agreement by duly adopted resolutions.

NOW, THEREFORE, in consideration of the premises and fulfillment of the terms of this Agreement, the PARTIES hereby agree as follows:

1. COUNTY will waive service by registered or certified mail of inspector hearing notices and inspector orders and notices regarding cases heard by the CITY's Minimum Housing Standards Commission.

2. CITY will provide service of inspector hearing notices and inspector orders and notices regarding cases heard by the Minimum Housing Standards Commission by an alternative means mutually agreed by the Director of CITY's Department of Neighborhood Development and the COUNTY Tax Department.
3. The terms and conditions of this Agreement may only be modified or amended with a written Amendment executed by the PARTIES.
4. This Agreement may be terminated by either party upon 30 days advance notice to the other party.
5. The PARTIES agree that this Agreement is subject to the jurisdiction and laws of the State of North Carolina. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the PARTIES' intention. All remaining provisions of this Agreement shall remain in full force and effect.
6. By entering into this Agreement, the PARTIES do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
7. All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing. Notices should be sent to the attention of the current COUNTY Manager or CITY Manager.

Marty K. Lawing, COUNTY Manager
GUILFORD COUNTY
P.O. Box 3427 (27402)
301 West Market Street
Greensboro, NC 27401

Jim Westmoreland, CITY Manager
CITY OF GREENSBORO
P.O. Box 3136 (27402)
300 West Washington Street
Greensboro, N.C. 27401

8. This Agreement sets forth the entire Agreement between the PARTIES. All prior conversation or writings between the PARTIES hereto or their representatives are merged within and extinguished.

(The remainder of this page has been intentionally left blank.
Signatures of the PARTIES appear on the following page)

IN WITNESS WHEREOF, the COUNTY and CITY have set their hands and seals, all pursuant to authority duly granted, as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

COUNTY Manager Date

Clerk to Board
Date

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

(COUNTY SEAL)

Guilford COUNTY Finance Director Date

CITY OF GREENSBORO

ATTEST:

CITY Manager _____ Date _____

CITY Clerk Date

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

(CITY SEAL)

CITY of Greensboro Finance Director Date

APPROVED AS TO FORM:

CITY Attorney _____ Date _____

RECOMMENDED BY:

Interim Assistant City Manager
Date