

NORTH CAROLINA

**INTERLOCAL AGREEMENT**

UNION COUNTY

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is entered into this \_\_\_\_\_, 202\_, by and between **UNION COUNTY**, a political subdivision of the State of North Carolina (hereafter “County”), and the **TOWN OF WINGATE**, a municipal corporation chartered under the laws of the State of North Carolina (hereafter “Town”).

**WHEREAS**, pursuant to Chapter 160D of the North Carolina General Statutes, Town has adopted and administers its own development regulations effective within its municipal limits and extraterritorial jurisdiction; and

**WHEREAS**, pursuant to Chapter 160D of the North Carolina General Statutes, County has adopted and administers its own development regulations effective within its territorial jurisdiction for development regulations; and

**WHEREAS**, N.C.G.S. § 160D-402 provides that, among other arrangements, a governing board may designate staff from any other city or county to serve as a member of its staff with the approval of the governing board of the other city or county, with such designated staff members, while exercising the duties of the position, being considered agents of the local government exercising those powers; and

**WHEREAS**, Part 1 of Article 20 of Chapter 160A of the General Statutes authorizes any unit of local government of this State and any other unit of local government of this State to enter into agreements with each other in order to execute any undertakings; and

**WHEREAS**, the Town desires to designate staff from the County to serve as, and perform the duties of, the Town’s Land Use Administrator under Chapter 14 of the Town’s Land Use Ordinance, which contains development regulations of the Town, as further set forth and detailed herein and as authorized by N.C.G.S. § 160D-402 and Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. **PURPOSE AND SERVICES.** This Agreement is for the purpose of the Town designating, and the County consenting to such designation, County staff to serve as, and perform the duties of, the Town’s Land Use Administrator staff. The Town hereby designates, and contracts with the County for the purpose of such designation, staff members of the County to act as the Town’s Land Use Administrator under Chapter 14 of the Town’s Land Use Ordinance. Such designation includes administering the Town’s Land Use Ordinance within the corporate limits and the extraterritorial jurisdiction of the Town. The County hereby approves of such designation. The County will also provide staff support to the Town’s Board of Commissioners and Joint Land Use Board meetings

as may be reasonably requested by the Town for matters directly related to County staff's duties as Land Use Administrator under the Town's Land Use Ordinance (the services County is providing as set forth in this paragraph shall be referenced herein as the "Services").

Any County employee or official providing the Services under this Agreement shall have the same jurisdiction, powers, rights, privileges, and immunities, including those relating to the defense of civil actions and payments of judgments, as they would as an employee or official of the Town performing the Services. However, the Town will retain responsibility for all legislative and quasi-judicial actions and functions within the Town's corporate limits and extraterritorial jurisdiction. Town will retain sole responsibility for any legal actions that may arise from those decisions or any enforcement actions related to the Services.

2. **PERSONNEL.** The personnel necessary for the provision of Services under this Agreement shall be County employees designated by the County Manager to perform the Services. All such staff members designated by the County Manager shall be from the Union County Planning Department. Although certain County employees will be performing the Services and designated functions hereunder, all employees of County shall remain employees of County and all employees of Town shall remain employees of Town.
  
3. **COSTS AND FINANCING.** For the provision of the Services in fiscal year 2025, Town shall pay County Twelve Thousand, Five Hundred Dollars (\$12,500), within thirty (30) days of mutual execution of the Agreement. Effective at the beginning of fiscal year 2026 (July 1, 2025), the Town shall pay the County Twenty-Five Thousand Dollars (\$25,000) annually for the provision of the Services. Such annual payments from Town to County shall be payable July 1 each year, with a payment due date of July 31 of each year. Town and County agree to direct their respective staff meet at least every other year during the term of the Agreement to evaluate the costs and Services set forth herein, including making any recommendations concerning amendment to this Agreement.

All fees and charges, if any, adopted by Wingate associated with administration of the Land Use Ordinance shall be collected by the designated County staff administering such ordinance and distributed to Town.

4. **TERM AND TERMINATION.** This Agreement shall continue until the Agreement is terminated as set forth herein. If it should be judicially determined pursuant to any legal reason that this Agreement is not enforceable for such duration, it is the express intent of the parties that the resulting duration of this Agreement be the longest period determined to be judicially enforceable.

This Agreement may be terminated, without cause, by either party upon ninety (90) days' written notice to the other party. Either party may terminate this Agreement for cause upon fifteen (15) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period.

5. **INDEMNIFICATION AND REIMBURSEMENT.** To the maximum extent permitted by applicable law, should any claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind arise in connection with or arising out of this Agreement and/or the performance hereof ("Claims"), Town agrees to protect, defend, indemnify, and hold County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any such Claims brought against Union County, its officers, employees, agents, and contractors as a result of the Services performed on behalf of the Town that are the subject matter of this Agreement. Town further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

Town also agrees to reimburse County for any and all costs incurred in defending Claims brought against County as a result of County's performance of Services under this Agreement.

6. **COMMUNICATIONS.** County and Town will cooperate and work together to communicate regarding the performance of the Services by County.
7. **JOINT AGENCY.** No joint agency is established as a result of this Agreement.
8. **OWNERSHIP OF REAL PROPERTY.** All property of County shall remain property of County and all property of Town shall remain property of Town under this Agreement. However, County staff designated to perform the Services under this Agreement shall have reasonable access to Town resources and property necessary to perform the Services.
9. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties. No other agreement, statement, or promise made by either party, orally or in writing, which is not contained in this Agreement shall be valid or binding.
10. **AMENDMENT.** This Agreement may be amended only by written instrument duly executed by both parties.
11. **JOINT EFFORTS.** This Agreement shall be considered for all purposes as prepared through the joint efforts of the both parties and shall not be construed against one party or the other as a result of preparation, submission, or drafting hereof.
12. **SEVERABILITY.** The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties. The parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions

the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions.

13. **COMPLIANCE WITH LAWS.** In the performance of their duties pursuant to this Agreement, County and Town shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.  
SIGNATURES FOLLOW ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed.

WITNESS

UNION COUNTY

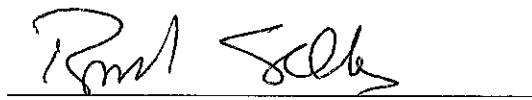
\_\_\_\_\_  
Lynn G. West  
Clerk to the Board

\_\_\_\_\_  
Brian W. Matthews  
County Manager

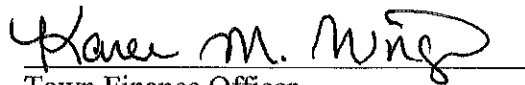
WITNESS

TOWN OF WINGATE

  
\_\_\_\_\_  
Lisa Griffin  
Town Clerk

  
\_\_\_\_\_  
Brad Sellers  
Town Manager

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

  
\_\_\_\_\_  
Karen M. Wing  
Town Finance Officer

