

**GUILFORD COUNTY CONTRACT NO. 31510-03/16-257  
COUNTY OF FORSYTH**

STATE OF NORTH CAROLINA  
GUILFORD COUNTY

**INTERLOCAL LAND USE AGREEMENT BETWEEN  
GUILFORD AND FORSYTH COUNTIES**

THIS INTERLOCAL LAND USE AGREEMENT is hereby made and entered into this 1st day of May, 2016, by and between **GUILFORD COUNTY, on behalf of its Emergency Services Department**, hereinafter referred to as “**GUILFORD,**” and **FORSYTH COUNTY**, on behalf of its Parks Department, hereinafter referred to as “**FORSYTH,**” and also collectively referred to as the “**PARTIES.**”

W I T N E S S E T H :

WHEREAS, GUILFORD and FORSYTH Counties have collaborated in a joint ownership and operating Agreement (Guilford County Contract No. 31500-12/95-177) for TRIAD PARK, hereafter referred to as “PARK” since January 1, 1996, to benefit the citizens of both communities, and have determined that there are mutual interests and advantages for the PARTIES to maintain this relationship; and,

WHEREAS, that Agreement was reaffirmed in 2007 with Amendment 1, and,

WHEREAS, GUILFORD has a need to enhance its current 800 MHz infrastructure through a joint agreement with the CITY of GREENSBORO, hereafter referred to as “CITY”, and,

WHEREAS, FORSYTH has expressed interests in exploring mutually beneficial public safety radio infrastructure,

NOW, THEREFORE, for the purpose and subject to the terms and conditions hereinafter set forth, it is hereby agreed as follows:

1. This Agreement is separate and distinct from all previous Agreements related to ownership and management of the PARK.
2. This Agreement shall be effective as of May 1, 2016, until such time as being amended or terminated by the PARTIES. The terms of this Agreement may only be modified or amended with a written Contract Amendment executed by the PARTIES.
3. It is anticipated that GUILFORD and the CITY OF GREENSBORO will enter into an Agreement, the terms of which are not contained in this Agreement, to build an 800 MHz Radio Tower in the PARK at a location mutually agreed upon by the PARTIES.
4. FORSYTH will have NO financial responsibility in the construction, maintenance, or upkeep of this Tower unless they elect to become part of the GREENSBORO/ GUILFORD 800 MHz system. If such an election is made, it will be subject to its own Agreement, and its terms are not negotiated within this document.
5. It is anticipated that all financial responsibility for this Project will be borne by GUILFORD and the CITY OF GREENSBORO.

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6. FORSYTH agrees to allow twenty-four (24) hour access to the site for system and Tower monitoring, maintenance, and repair.
7. Further, FORSYTH and GUILFORD agree that the land at TRIAD PARK on which the Tower will be located will be considered to be owned solely by GUILFORD for the life of the Tower and will not be subject to the 50/50 ownership, payment of expenses, maintenance, or other provisions contained in the original Triad Park Joint Ownership and Operating Agreement between the Parties.
8. The PARTIES agree that this Agreement is subject to the jurisdiction and laws of the State of North Carolina, and both PARTIES agree to comply with all applicable laws. Any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
9. In accordance with N.C.G.S. §143C-6A-5 and other applicable sections of N.C.G.S. §143C-6A regarding the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

IN WITNESS WHEREOF, GUILFORD and FORSYTH have set their hands and seals as of this day and year first above written.

**GUILFORD COUNTY**

**ATTEST:**

\_\_\_\_\_  
Marty K. Lawing  
Guilford County Manager

\_\_\_\_\_  
Robin B. Keller  
Guilford County Clerk to Board

(COUNTY SEAL)

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
James L. Albright, Director  
Guilford County Emergency Services Department

\_\_\_\_\_  
N. Reid Baker, III  
Guilford County Finance Director

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This Agreement continues with signatures on the following page.)

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**FORSYTH COUNTY**

**ATTEST:**

\_\_\_\_\_  
J. Dudley Watts, Jr.  
Forsyth County Manager

\_\_\_\_\_  
Carla Holt  
Forsyth County Clerk to Board

(COUNTY SEAL)

**APPROVED AS TO CONTENT:**

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

\_\_\_\_\_  
Michael Anderson, Director  
Forsyth County Parks and Recreation Department

\_\_\_\_\_  
Paul L. Fulton, Jr.  
Forsyth County Chief Financial Officer

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