

GUILFORD COUNTY CONTRACT NO. _____
TOWN OF GIBSONVILLE

NORTH CAROLINA

GUILFORD COUNTY

INTERLOCAL AGREEMENT ON TAX COLLECTION

THIS is an interlocal cooperation agreement (hereinafter called the "Interlocal Agreement") made this the ____ day of _____, 2019 and effective as of the 1st day of July, 2019, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and the TOWN OF GIBSONVILLE, a municipal corporation in the State of North Carolina, hereinafter referred to as the "TOWN," collectively referred to as the "Parties."

W I T N E S S E T H :

WHEREAS, the TOWN and COUNTY have determined that it is in the public benefit and interest to enter into this Interlocal Agreement on Tax Collection to provide for the billing and collection by the COUNTY of real and personal property taxes (not including registered motor vehicle taxes) levied by the TOWN; and,

WHEREAS, the Parties have agreed that the negotiated payment set forth herein is in the best interests of their citizens; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right, including the collection of taxes; and,

WHEREAS, the Town and County agree that this Interlocal Agreement shall continue for two (2) years, from July 1, 2019 to June 30, 2021, unless terminated pursuant to the terms herein; and,

WHEREAS, the governing bodies of the TOWN and COUNTY have ratified this Interlocal Agreement by resolutions recorded in their respective minutes; and,

THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Interlocal Agreement accruing to the benefit of each of the Parties and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the TOWN and the COUNTY, the Parties agree as follows:

1. COUNTY Billing and Collection of TOWN Taxes. The COUNTY will bill and collect TOWN ad valorem taxes on property located in Guilford County (not including motor vehicle taxes collected by the State of North Carolina under N.C.G.S. Chapter 105, Article 22A) and other related

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charges, including current or delinquent taxes due to the TOWN, beginning July 1, 2019, for the 2019-20 fiscal year and those subsequent fiscal years within the term of this Agreement.

2. **Term of Agreement.** This Interlocal Agreement shall continue for two (2) years, from July 1, 2019 to June 30, 2021, unless terminated pursuant to the terms herein.

3. **Compliance.** The COUNTY will comply with all applicable tax collection laws of North Carolina, including those contained in Subchapter II of Chapter 105 of the General Statutes of North Carolina, and all administrative mandates issued by the State of North Carolina.

4. **Records and Accounts.**

(a) The COUNTY shall be responsible for maintaining, in an on-line environment, all ad valorem tax records and other related charges, including amounts paid and unpaid, in the same manner as COUNTY records are maintained.

(b) The TOWN will provide the COUNTY with all necessary information for wire transfer for all funds due the TOWN and the COUNTY will properly account for and distribute such funds by electronic transfer or other mutually agreed-upon method, on a monthly basis and notify the TOWN Finance Director by 10:00 a.m. on the first business day of each month of amounts to be transferred.

(c) The COUNTY shall provide the TOWN with all necessary and required reports in such format and detail to enable the TOWN to prepare and record the necessary financial transactions. Such reports shall be mutually agreed upon by the TOWN and COUNTY Finance Directors.

(d) The COUNTY shall provide the TOWN's Internal and External Auditors, during regular business hours, access to the TOWN Tax Receivables' daily cash transactions, and other records pertaining thereto to the fullest extent practicable.

(e) The TOWN shall provide the COUNTY Tax Collection Office with access, to the extent legally allowable, into the TOWN's records systems that the TOWN deems to be beneficial in the collection of TOWN Taxes.

5. **Pro Rata Payments.** The COUNTY shall distribute part payments received from TOWN taxpayers on a proportionate basis between taxes owed the COUNTY and the TOWN, such distribution to be on the basis of respective tax rates, after all penalties are first paid.

6. **Delinquent Taxes, Foreclosure.** The COUNTY shall advertise for the TOWN all delinquent ad valorem taxes that constitute a lien on real property in the same advertisement in which the COUNTY advertises its delinquencies. COUNTY shall perform all foreclosure proceedings when applicable to TOWN tax liens to the extent permitted by law. In the discretion of County's Tax Collector or its counsel, any tax foreclosure proceeding may include other liens held by either Party which are proper for inclusion in tax foreclosure proceedings.

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7. **Discount Rates.** The TOWN Council and the Board of COUNTY Commissioners shall determine their respective early discount rate subject to approval by the State Department of Revenue pursuant to N.C.G.S. §105-360.
8. **Refunds and Rebates.** Applications from TOWN taxpayers for refunds and rebates for TOWN taxes shall be considered by the COUNTY and determined in the same manner as applications for refunds and rebates on COUNTY taxes. TOWN refunds will be deducted from monthly transfer amounts due TOWN.
9. **Adoption of Tax Rates.** The TOWN will make every effort to adopt its tax rate not later than July 1 of any fiscal year. However, in the event it is necessary to adopt an interim budget, the TOWN will adopt its tax rate not later than August of that fiscal year pursuant to N.C.G.S. §105-347.
10. **Costs for Billing and Collection.** The COUNTY shall incur all costs for preparing, printing, billing and collecting the TOWN tax bills, including follow-up and delinquency notices.
11. **Annexations.** The TOWN agrees to make every effort concerning involuntary annexations, to make such annexations effective on June 30th prior to the ensuing fiscal year. With respect to voluntary annexations, the TOWN will provide the COUNTY information on the date of annexation of each such boundary annexation, and the COUNTY shall prorate taxes due the TOWN and collect them accordingly.
12. **Acquisition upon Foreclosure.** In the event a tax foreclosure results in a tax foreclosure sale of property located in the TOWN, the TOWN agrees to bid on the property in an amount sufficient to cover all TOWN and COUNTY ad valorem taxes.
13. **Bankruptcy Proceedings.** The COUNTY shall file the TOWN's claim for ad valorem taxes due in all proceedings under the Bankruptcy Act.
14. **Annual Payment to COUNTY.** The annual fee for collection services for fiscal year 2019-2020 shall be payable by December 31, 2019 and shall be \$9,218.85. The annual fee for collection services for fiscal year 2020-2021 shall be calculated based on 0.62% of the collections by TOWN (not including any registered motor vehicle revenue) for the fiscal year ended June 30, 2019.
15. **Termination.** This Interlocal Agreement may be terminated by either Party by providing twelve (12) months notice prior to the start of the next fiscal year. Upon notice of termination of the Interlocal Agreement, the COUNTY shall deliver to the TOWN all tax records, in a customary electronic data format, or in whatever form held in its hands, pertaining to its listing, billing, and collecting, consistency of the tax bills, tax scrolls, and other related records by February 1 of the fiscal year in which the termination shall be effective. The COUNTY shall continue to collect current and delinquent taxes through June 30 of the fiscal year in which the termination shall be effective. Upon termination of this Interlocal Agreement, the COUNTY shall provide a full accounting to the TOWN of the status of all tax collections. After June 30 of the fiscal year in which the termination becomes

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effective, the COUNTY shall not be further obligated either as to current or delinquent taxes due to the TOWN.

16. Entire Agreement. This Interlocal Agreement contains the entire Agreement regarding the matters set forth herein. This Interlocal Agreement shall not be modified or amended except by an instrument in writing signed by an authorized representative of the Parties herein.

17. Notice. Notice under this Interlocal Agreement shall be deemed sufficient upon the mailing to the Parties by certified or registered mail at the following locations:

GUILFORD COUNTY
County Manager
P.O. Box 3427
Greensboro, NC 27402

TOWN
Town Manager
129 W. Main St.
Gibsonville, NC 27284

18. Jurisdiction. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. Both Parties will comply with applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Interlocal Agreement on Tax Collection in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

SIGNATURES ON NEXT PAGE

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ATTEST:

GUILFORD COUNTY

By: _____
Guilford County Clerk to Board

By: _____
Alan Branson, Chairman
Guilford County Board of County Commissioners

(COUNTY SEAL)

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

By: _____
Guilford County Finance Director

ATTEST:

THE TOWN OF GIBSONVILLE

By: _____
Town Clerk

By: _____
Leonard Williams, Mayor

(TOWN SEAL)

APPROVED AS TO FORM:

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

By: _____
Town Attorney

By: _____
Town Finance Officer