

STATE OF NORTH CAROLINA

COUNTY OF GASTON

**INTERLOCAL AGREEMENT PROVIDING FOR TELECOMMUNICATIONS
DISPATCH AND PUBLIC SAFETY COMPUTER SUPPORT**

**THE CITY OF CHERRYVILLE, THE CITY OF MOUNT HOLLY, AND THE CITY OF
LOWELL**

THIS AGREEMENT, made and entered into this the ____ day of _____, 2023, by and between the CITY OF GASTONIA, a municipal corporation organized under the laws of North Carolina, ("City"), the COUNTY OF GASTON, a body politic organized under the laws of North Carolina ("County"), the CITY OF BELMONT, a municipal corporation organized under the laws of North Carolina, ("Belmont"), the TOWN OF CRAMERTON, a municipal corporation organized under the laws of North Carolina, ("Cramerton"), the CITY OF CHERRYVILLE, a municipal corporation organized under the laws of North Carolina, ("Cherryville"), the CITY OF MOUNT HOLLY, a municipal corporation organized under the laws of North Carolina, ("Mount Holly") and the CITY OF LOWELL, a municipal corporation organized under the laws of North Carolina, ("Lowell").

WITNESSETH

WHEREAS, City and County have previously entered into an agreement dated April 26, 2012, ("Master Agreement"), a copy of which is attached hereto as Exhibit "A-1" and incorporated by reference as though fully set forth herein, concerning the responsibilities of the City and County regarding the operation and maintenance of a combined telecommunications center, and of computer support for public safety systems within Gaston County; and

WHEREAS, the Master Agreement provided that additional public safety organizations located within or serving a portion of Gaston County may, in the future join the systems which are the subject of the Master Agreement and that the method by which, and when such agencies come into the system would be agreed upon in writing by the City and County and the public safety organization to be added; and

WHEREAS, the Master Agreement was amended when Belmont entered into said agreement by written instrument dated July 5, 2016; and

WHEREAS, on or about May 2019 the City and County entered into an amendment to the Master Agreement ("2019 Amended Master"), a copy of which is attached hereto as Exhibit "C-1", to better define the City's and the County's rights, responsibilities and duties with regard to certain communications shared facilities that are governed by the Master Agreement; and,

WHEREAS, the Master Agreement was amended when Cramerton entered into said agreement by written instrument dated June 3, 2019 (a copy of which is attached as “A-2”); and

WHEREAS, the Cherryville Fire Department, the Mount Holly Fire Department, and the Lowell Police Department have requested that their respective agencies be added to the combined system and be provided certain services which are the subject of the Master Agreement and 2019 Amended Master; and

WHEREAS, the parties hereto desire to continue their intergovernmental relationship under the Master Agreement and 2019 Amended Master,

WHEREAS, the parties hereto are authorized to enter into this agreement by virtue of N.C.G.S. §160A-461.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Participating Jurisdiction. The purpose of this agreement is to add the Cherryville Fire Department, the Mount Holly Fire Department, and the Lowell Police Department as participating jurisdictions to the Master Agreement and 2019 Amended Master and to set forth the terms and conditions by which it will be added. The Cherryville Fire Department, Mount Holly Fire Department, and Lowell Police Department shall be subject to and bound by the terms and conditions of the Master Agreement and the 2019 Amended Master.
2. Information Technology Services Provided. Lowell Police Department shall be entitled to receive services as a Full User of the New World system to the same extent that other current and future participating jurisdictions receive those services. Cherryville Fire Department and Mount Holly Fire Department shall be entitled to receive services as MDT users of the New World system to the same extent that other current and future participating jurisdictions receive those services. No radio maintenance will be provided to Lowell under this agreement.
3. Service Level Agreement: City shall provide services as defined in “Consolidated Public Safety Interlocal Agreement Exhibit B-1 Service Level Agreement (SLA) Additional Terms and Conditions.”
4. Cost Sharing Methodologies and Percentages. The costs allocable to Cherryville Fire Department, Mount Holly Fire Department, and Lowell Police Department for services provided in this agreement shall be determined as set forth in Paragraph 8 of the Master Agreement and the referenced exhibit, “Exhibit C Cost Sharing for Public Safety Systems and Radio Systems Support.” The costs allocable to the parties for the first year of this agreement are as set forth in the Excel spreadsheet attached hereto as Exhibit “B” and incorporated herein by reference. Costs allocable to the parties shall be reviewed and adjusted on an annual basis.

5. Term. The term of this agreement shall begin on the date of execution hereof by all parties and shall extend until June 30, 2024 (“Initial Term”). It is the intent of the parties that the term of this agreement shall run concurrently with the Master Agreement. The parties further agree that this agreement shall be automatically extended at the end of the Initial Term for a five-year period, provided, however, that any party may withdraw at the end of the initial Term by giving written notice to all participating jurisdictions not less than twenty-four (24) months prior to the end of the initial term. Withdrawal from this agreement shall constitute withdrawal from the Master Agreement, and withdrawal from the Master Agreement shall constitute withdrawal from this agreement.
6. Invoices for Services Rendered. For the fiscal year ending June 30, 2024, City and County shall invoice Lowell, Cherryville, and Mount Holly on a quarterly basis for all services provided hereunder in the amount equal to Lowell’s, Cherryville’s, and Mount Holly’s percent of supported devices and users subject to the Master Agreement and such invoices shall be paid within 30 days of receipt. Amounts to be billed for future years shall be determined as set forth in the Master Agreement and shall be billed on a quarterly basis. Unbilled items from the previous quarter should be included in the next quarterly billing and should any additional appropriations be needed, Lowell, Cherryville, and Mount Holly are expected to seek any additional appropriations from its governing body in order to ensure that payments of invoices will not be delayed.
7. PSSSC. Lowell, Cherryville, and Mount Holly shall appoint two members to the Public Safety Systems Steering Committee (“PSSSC”). The appointees shall be those persons holding the positions set forth in the Master Agreement.
8. Deficiencies in Service and Dispute Resolution. Any claims or disputes arising between the parties shall be resolved as set forth in Paragraph 17 of the Master Agreement. To the extent that such claims or disputes involve Lowell, Cherryville or Mount Holly and a panel is appointed to engage in nonbinding mediation pursuant to the terms of Paragraph 17, Lowell, Cherryville, and Mount Holly shall be entitled to appoint one member to the panel in addition to the members appointed by the City and the County.
9. Notice. Any written notice to be given hereunder by any party to any other party shall be affected by certified mail, return receipt requested. Notice to the City shall be sufficient if addressed to the City Manager, P.O. Box 1748, Gastonia, North Carolina, 28053. Notice to the County shall be sufficient if addressed to the County Manager, P.O. Box 1578, Gastonia, NC 28053. Notice to Belmont shall be sufficient if addressed to the City Manager, 115 N Main St, Belmont, NC 28012. Notice to Cramerton shall be sufficient if addressed to the Town Manager, 155 North Main St, Cramerton, NC 28032. Notice to Lowell shall be sufficient if addressed to the City Manager, 101 W 1st Street, Lowell, NC 28098. Notice to Cherryville shall be sufficient if addressed to the City Manager, 116 S. Mountain Street, Cherryville, NC 28021. Notice to Mount Holly shall be sufficient if addressed to the City Manager, 400 E. Central Avenue, Mount Holly, NC 28120

10. Entire Agreement. This agreement including the attached Exhibits constitutes the entire agreement between the parties, and no party shall be bound by any requirement which is not specifically stated herein.
11. Waiver of Immunity/Third Party Liability: No portion of this Agreement shall be deemed to constitute a waiver of any immunities which any party or its officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care on the part of either part to any persons not a party to this Agreement.
12. Severability: If any section, subsection, paragraph, sentence, clause or phrase of this Agreement is for any reason held or decided to be invalid or unconstitutional, such a decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.
13. Applicable Law: This Agreement shall be interpreted, construed, and governed by the State of North Carolina.
14. Amendments: Amendments which are consistent with the purposes of this Agreement may be made in writing duly executed by the parties hereto.
15. E-Verify Requirements: Each party certifies that it is in compliance with all applicable provisions of Article 2, Chapter 64 of North Carolina General Statutes, which generally provides that each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Each party agrees that during the term of this Agreement it shall comply and shall require all subcontractors to comply with any and all applicable provisions of Article 2, Chapter 64 of the North Carolina General Statutes, and Contractor agrees to incorporate in all further contracts or subcontracts for the Project a provision requiring compliance with Article 2, Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, City of Gastonia, Gaston County, Belmont, Cramerton, Cherryville, Mount Holly, and Lowell have signed and sealed this Agreement this ____ day of _____, 2023.

GASTON COUNTY

By: _____
Chad Brown, Chairman

ATTEST:

County Clerk

APPROVED AS TO FORM:

County Attorney

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

County Finance Director

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____ Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this date and acknowledged that she is the Gaston County Clerk and that by authority duly given and as the act of the municipal corporation, the Foregoing instrument was signed in its name by its Chairman of its County Board of Commissioners, sealed with its corporate seal and attested by her as its County Clerk.

WITNESS my hand a Notarial Seal, this the _____ day of _____, 2023.

Notary Public

My Commission expires: _____

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CITY OF GASTONIA

By: _____
Walker E. Reid, III, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

City Finance Director

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____ Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that she is the City Clerk of the City of Gastonia and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand a Notarial Seal, this the _____ day of _____, 2023.

Notary Public

My Commission expires: _____

CITY OF BELMONT

By: _____
Charlie Martin, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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City Finance Director

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____ Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he or she is the City Clerk of the City of Belmont and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand a Notarial Seal, this the _____ day of _____, 2023.

Notary Public

My Commission expires: _____

TOWN OF CRAMERTON

By: _____
Nelson Wills, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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City Finance Director

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____ Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he or she is the City Clerk of the Town of Cramerton and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand a Notarial Seal, this the _____ day of _____, 2023.

Notary Public

My Commission expires: _____

CITY OF LOWELL

By: _____
Sandy Raily, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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City Finance Director

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____ Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he or she is the City Clerk of the City of Lowell and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand a Notarial Seal, this the _____ day of _____, 2023.

Notary Public

My Commission expires: _____

CITY OF MOUNT HOLLY

By: _____
Bryan Hough, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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City Finance Director

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____ Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he or she is the City Clerk of the City of Mount Holly and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand a Notarial Seal, this the _____ day of _____, 2023.

Notary Public

My Commission expires: _____

CITY OF CHERRYVILLE

By: _____
H.L. Beam, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

City Finance Director

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____ Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he or she is the City Clerk of the City of Cherryville and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand a Notarial Seal, this the _____ day of _____, 2023.

Notary Public

My Commission expires: _____