

**NORTH CAROLINA
GASTON COUNTY**

**AMENDMENT TO INTERLOCAL AGREEMENT FOR
TELECOMMUNICATIONS DISPATCH AND
PUBLIC SAFETY SYSTEMS COMPUTER SUPPORT**

This Amendment is made and entered into this ____ day of _____, 2019, by and between the City of Gastonia, a municipal corporation organized under the laws of the State of North Carolina (hereinafter referred to as “City”) and the County of Gaston, a body politic organized under the laws of the State of North Carolina (hereinafter referred to as “County”).

WITNESSETH:

WHEREAS, in 2012 the City and County entered into an Interlocal Agreement providing for telecommunication dispatch and public safety systems computer support (hereinafter referred to as the “Master Agreement”), a copy of which is attached hereto as Exhibit “A-1” and incorporated herein by reference; and,

WHEREAS, in 2016 the City, County and Belmont entered into an interlocal agreement, which amended the Master Agreement and established Belmont as a participating jurisdiction to the Master Agreement; and,

WHEREAS, in 2019 the City, County, Belmont and Cramerton entered into an interlocal, which amended the Master Agreement and established Cramerton as a participating jurisdiction to the Master Agreement; and,

WHEREAS, in 2019 the City and County entered into an amendment to the Master Agreement 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, changes in technology and usage with regard to radio equipment have resulted in a desire by the County to again amend certain terms of the Master Agreement; and,

WHEREAS, the parties hereto desire to continue their intergovernmental relationship under the Master Agreement, as amended, but further modify that relationship so that the Master Agreement, as amended, will remain in place except as superseded or modified by the contents of this Amendment; and,

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

NOW, THEREFORE, for and in consideration of the following mutual promises and covenants, the parties hereto agree as follows:

1. Effective June 30, 2020, the City will no longer provide to the County and the County will no longer pay the City for radio maintenance and support for the County owned radio and communications equipment listed on the inventory attached hereto as Exhibit “A” and incorporated herein by reference.
2. Effective June 30, 2020, the City will no longer provide to the County and the County will no longer pay the City for radio maintenance and support for any County owned radio and communications

equipment the County may purchase to replace the equipment listed on Exhibit "A", including, but not limited to, any components of the new VIPER radio communications system purchased by the County.

3. After June 30, 2020, the County will continue to provide all fire station alerting services that are currently being provided using the station alerting equipment currently in place as described on Exhibit "B" attached hereto and incorporated herein by reference. The station alerting equipment listed on Exhibit "B" will remain in place. Effective June 30, 2020, the City will maintain the existing station alerting equipment listed on Exhibit "B" necessary to provide said alerting services at no costs to the County.

4. Except as amended herein the Master Agreement, as amended, is hereby reaffirmed and remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed in their behalf by their duly authorized representatives, having hereunto affixed their signatures and seals, the day and year first above written.

Gaston County

(SEAL)

By: _____
Chairman

Attest:

By: _____
(Deputy) Clerk to the Board

Approved as to Form:

(Asst.) County Attorney

This Instrument has been pre-audited in the manner required by the Local Government Budget Act.

Finance Director/Financial Quality Assurance Manager

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 (Deputy)Clerk and that by authority duly given and as the act of the County, 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 him/her as its County Clerk.

Witness my hand and Notarial Seal, this the ____ day of _____, 2019.

My Commission Expires: _____

Agree1661

(SEAL)

The City of Gastonia

By: _____
Mayor

Attest:

(Deputy)Clerk

Approved as to form

(Asst.)City Attorney

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
(Deputy)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 (Deputy)City Clerk.

Witness my hand and Notarial Seal, this the _____ day of _____, 2019.

My Commission expires: _____