

**STATE OF NORTH CAROLINA  
COUNTY OF GASTON**

**CITY OF GASTONIA/  
GASTON CLEVELAND, LINCOLN  
METROPOLITAN PLANNING ORGANIZATION**

**INTERLOCAL AGREEMENT**

This agreement, made and entered into this the \_\_\_\_ day of December 2015, by and between **CITY OF GASTONIA**, a municipal corporation organized under the laws of the State of North Carolina (hereinafter "Gastonia") and the **GASTON COUNTY**, a Political Subdivision of the State of North Carolina (hereinafter "County").

**WITNESSETH:**

**WHEREAS**, the City of Gastonia, as the lead Planning Agency for the Gaston Cleveland Lincoln Metropolitan Planning Organization (GCLMPO), currently provides primary funding and distribution of Transportation Planning (PL) funding in Gaston County; and

**WHEREAS**, County requested the use of GCLMPO Transportation Planning (PL) funds to assist with funding the local planning activity of the 2035 Gaston County Land Use Plan, Land Use and Transportation Elements; and

**WHEREAS**, the Transportation Advisory Committee (TAC) of the GCLMPO authorized the use of (PL) funds by County not to exceed \$12,500.00 to pay a consultant to complete this work in the Gaston County; and

**WHEREAS**, County has procured services of a qualified Service Provider to complete a Land Use Plan including Land Use and Transportation and Elements through and around the Gaston County, North Carolina; and

**WHEREAS**, the total cost of the County's Land Use and Transportation elements is \$12,500, in which \$10,000 is the Federal share (being 80% of the total cost) and \$2,500 is the Local share (being 20% of the total cost); and

**WHEREAS**, the parties desire to use GCLMPO Transportation Planning (PL) funds upon other terms and conditions as agreed upon by the parties; and

**WHEREAS**, pursuant to North Carolina General Statute 160A-461, Gaston County and the City of Gastonia may enter into agreements to jointly undertake public enterprises such as the provision of Municipal Planning;

**NOW, THEREFORE BE IT RESOLVED**, in consideration of the covenants, terms and conditions hereinafter set forth, the parties hereby agree as follows:

## **I. Purpose**

The purpose of this Agreement is to set forth terms and conditions by which County will invoice the City of Gastonia for payment of \$10,000 for payment of the federal share of the completion of a Land Use and Transportation Elements.

## **II. Term**

This Agreement is effective upon the date first written above and shall remain in effect until December 31, 2016.

## **III. Service Description and Conditions**

The City of Gastonia, as the lead planning agency for the GCLMPO, agrees to pay the federal share for Transportation and Land Use Planning work performed in County in the amount of \$10,000 and apply for reimbursement to the North Carolina Department of Transportation ("NCDOT").

## **IV. Funding and Payment**

County and Gastonia shall each be obligated to execute payment for the Land Use and Transportation Planning Elements of the Gaston County 2035 Comprehensive Land Use Plan. The total cost for these two elements of the 2035 Comprehensive Land Use Elements and Transportation Elements is \$12,500, where \$10,000 is the Federal share (80%) and \$2,500 is the Local share (20%). County shall be responsible for payment of the Local Share.

Gaston County shall submit an invoice to Gastonia for payment of the federal share. Gastonia shall submit the necessary documentation for payment reimbursement to the NCDOT within thirty (30) days of receiving the invoice. Gastonia shall only be obligated to make payment of the federal share upon receipt of such funds from NCDOT.

## **V. Administration**

Each party shall designate a project administrator to oversee the administration and execution of this Agreement. The project administrators shall be responsible for the execution of the project in question to accomplish the objectives of this joint undertaking between the parties. Until the parties give written notice otherwise, the project administrators are:

Edward C. Munn, City Manager	Earl Mathers, County Manager
City of Gastonia/Gaston Cleveland Lincoln MPO	Gaston County
PO Box 1748	PO Box 1578

Gastonia, NC 28053	Gastonia, NC 28053
Telephone: 704-854-6663	Telephone: 704-866-3102
Fax: 704-869-1960	Fax: 704-866-3147
Email: edm@cityofgastonia.com	Email: earl.mathers@gastongov.com

## **VI. Termination**

This Agreement, commencing on the effective date, shall remain in effect until the first of the following occurs: (a) December 31, 2016 or (b) this Agreement has been properly terminated in accordance with the terms set forth herein, or as mutually agreed upon by the parties.

Either party may terminate this Agreement at any time without cause upon sixty (60) days written notice to the other party. In case of termination for convenience by Gastonia, the parties shall negotiate an equitable settlement of termination costs.

## **VII. Notices**

Unless otherwise provided herein, all notices or other documents required pursuant to this Agreement shall be made in writing and directed to the attention of the other respective project administrator by personal delivery, U.S. Mail, overnight courier, electronic mail or telefax. Notice shall be effective upon the date received by the intended recipient; provided that any notice sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its contact information for notification purposes by giving the other party written notice of the new information and the date upon which such information shall become effective.

## **VIII. Reports**

County shall maintain service related records in such formats as the parties may agree upon. Such records shall be available to the City of Gastonia/GCLMPO for examination and inspection upon final execution of this Agreement.

## **IX. Service Quality**

The parties agree the objective of the GCLMPO is to operate in a manner that is safe, reliable, efficient and effective. To ensure the quality of service and to promote effective communications, the parties agree to meet quarterly or on such other periodic basis as the parties may agree upon to discuss service related issues and to assess service effectiveness.

## **X. Miscellaneous**

- (a) *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposal, written or oral.
- (b) *Amendment.* No amendment or change to this Agreement shall be valid unless in writing and signed by the parties to this Agreement.
- (c) *Governing Law and Jurisdiction.* North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceeding relating to this Agreement shall be brought in a state or federal court sitting in Gaston County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Gaston County, North Carolina.
- (d) *Binding Nature and Assignment.* This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party. Any assignment attempted without the written consent of the other party shall be void.
- (e) *No Delay Damages.* Under no circumstances shall Gastonia be liable to County for any damages arising from poor Transportation Planning, whether caused by Gastonia or not.
- (f) *Severability.* The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- (g) *No Publicity.* No advertising, sales promotion or other materials of Gastonia or its agents or representations may identify or reference this Agreement, or the County in any manner without the prior consent of the County.
- (h) *Waiver.* No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
- (i) *Titles of Sections.* This Agreement embodies the entire agreement between the County and the City of Gastonia. The section headings inserted herein are convenience only, and not intended to be used as aid to interpretation and are not binding on the parties.

**IN WITNESS WHEREOF**, this Agreement is made and entered into on behalf of the Gaston County and the City of Gastonia by their respective representatives being duly vested with the authority of their respective governing boards.

City of Gastonia

By: John D. Bridgeman  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Gaston County

By: \_\_\_\_\_  
Chairman of the Board

ATTEST:

\_\_\_\_\_  
Clerk to the Board

Approved as to form:

\_\_\_\_\_  
Attorney