

STATE OF NORTH CAROLINA
GASTON COUNTY

INTERLOCAL AGREEMENT PROVIDING FOR COMMUNICATIONS SHARED FACILITIES

This Agreement, 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 **GASTON COUNTY**, a political subdivision of the State of North Carolina, herein referred to as "County".

WHEREAS, in 1998, City and County entered into an Intergovernmental Agreement Providing for Combined Telecommunications, Police, Fire and EMS Records Management and Criminal Information Systems (the "1998 Agreement"); and

WHEREAS, in 2012, the City and County entered into an Interlocal Agreement Providing for Telecommunications Dispatch, and Public Safety Systems Computer Support; and

WHEREAS, County is the Public Safety Answering Point (PSAP) under NCGS 62A-40, et seq., and receives distributions from the State 911 Fund; and

WHEREAS, the co-location, operation and maintenance of telecommunications equipment is an exercise of proper government functions for both units of local government; and

WHEREAS, both parties desire to continue their intergovernmental relationship, but modify it from the 2012 Agreement in which the 2012 Agreement will remain in place unless superseded by the contents herein; and

WHEREAS, this Agreement is intended to define the rights, responsibilities and duties of the parties hereto; and

WHEREAS, City and County are authorized to enter into this Agreement, by virtue of N.C.G.S. Sections 160A-461.

NOW THEREFORE, for and in consideration of the following mutual promises and covenants, City and County hereby agree as follows:

1. **Agreement Representatives:** City and County shall designate, in writing, a representative to serve as the respective manager or spokesperson of the respective entity in the implementation and ongoing Administration of this Agreement.
2. **Shared Facilities:** Shared facilities shall consist of the Cherryville High School Tower, Crowders Mountain Volunteer Fire Department Tower, Gastonia Police Department, and the Gaston County

Police Communications Center. City and County agree to work together in good faith to share communications facilities whenever possible to save costs and maximize taxpayer investments. Access to facilities not specified in this agreement shall require modification to this agreement.

- a. **Cherryville High School Tower:** (owned by Gaston County) City staff shall be given 24x7 access to the Cherryville High School tower to allow for the installation, maintenance and repair of the radio equipment that is a part of the UASI radio network. Any proposed additions or modifications to the equipment located on the tower shall be provided to the County for review and approval. County may elect to require a tower loading study prior to granting any tower addition or modification request. County will work with City in good faith to process addition or modification requests in a timely manner. Tower loading studies and modifications required to support any requested changes to the tower shall be the responsibility of the City. City shall notify the VIPER Network Operations Center prior to entering the site.
- b. **Crowders Mountain Volunteer Fire Department Tower:** (owned by Gaston County) City staff shall be given 24x7 access to the Crowders Mountain Volunteer Fire Department tower to allow for the installation, maintenance and repair of the radio equipment that is a part of the UASI radio network. Any proposed additions or modifications to the equipment located on the tower shall be provided to the County for review and approval. County may elect to require a tower loading study prior to granting any tower addition or modification request. County will work with City in good faith to process addition or modification requests in a timely manner. Tower loading studies and modifications required to support any requested changes to the tower shall be the responsibility of the City. City shall notify the VIPER Network Operations Center prior to entering the site.
- c. **Gaston County Police Communications Center:** (owned by Gaston County) City staff shall be given 24x7 access to the Gaston County Police Communications Center to allow for the installation, maintenance and repair of the radio equipment that is a part of the UASI radio network. County shall be responsible for providing a climate-controlled environment, UPS power, and emergency generator power for the UASI radio network equipment. Facility equipment space requirements shall be mutually agreed upon by County and City. Any proposed additions or modifications to the equipment located on the tower shall be provided to the County for review and approval. County may elect to require a tower loading study prior to granting any tower addition or modification request. County will work with City in good faith to process addition or modification requests in a timely manner. Tower loading studies and modifications required to support any requested changes to the tower shall be the responsibility of the City.
- d. **Gastonia Police Department:** (owned by Gastonia)
 - 1) **Tower Site:** VIPER staff shall be given 24x7 access to the Gastonia Police Department Tower Site to allow for the installation, maintenance and repair of the radio equipment that is a part of the VIPER radio network. County staff shall

3. **Licensing and Compliance with Applicable Laws:** City and County agree to comply with all applicable federal, state, county, and local laws, regulations, ordinances, orders, and decrees in effect at the time of this Agreement. The parties agree that later enacted laws, rules, regulations, ordinances, orders, and decrees may require modification of this Agreement.
4. **Non-Liability:** City and County agree that in no event shall either City or County be liable or responsible to each other, or to persons due to any stoppage or delay in work herein provided for, where stoppages or delays result from acts of God, fire, war, legal or equitable proceeding, or any other cause which is outside the control of City or County. This Agreement is not intended to create a joint venture, partnership, or other kind of legal relationship between the two entities.
5. **Term:** City and County agree that the duration of this Agreement shall commence upon execution and extend until June 30, 2022. The parties hereto further agree that this Agreement shall automatically be renewed for one (1) year successive periods, provided, however, that any party may withdraw at the end of the initial term by giving written notice to withdraw from participation in this Agreement which must be received by the other party not less than 24 months prior to the expiration of the initial term or each renewal term.
6. **Dispute Resolution:** If resolution is not achieved by the agreement representatives as defined above, then the deficiency in services shall be brought to the attention of the participating City and County Managers. In the event that either party determines deficiencies, the determining party shall notify the party responsible for the deficiency in writing as to the precise nature of such deficiency. Within ten (10) working days of receipt of such notice, the receiving party shall correct or initiate reasonable action to correct the deficiency. If the notified party fails to correct or take reasonable steps to correct the deficiency to the satisfaction of the aggrieved party within ten (10) working days, a panel of three persons shall be appointed to engage in non-binding mediation to resolve the issue in good faith. City shall appoint one member, County shall appoint one member, and one member will be agreed upon by City and County to comprise the panel.
7. **Notice:** Any written notice to be given hereunder by any party shall be affected by certified mail, return receipt requested. Notice to the City shall be sufficient if made or addressed to the City Manager, P.O. Box 1748, Gastonia, NC 28053. Notice to the County shall be sufficient if made or addressed to the County Manager, P.O. Box 1578, Gastonia, NC 28053. Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this section.
8. **Entire Agreement:** The Agreement and attached Exhibits shall constitute the entire Agreement between City and County, and neither City nor County shall be bound by any requirement which is not specifically stated in this Agreement. This agreement is specifically intended to supersede Sections 7 and 10 of the 2012 Interlocal Agreement between the City and County shared public safety systems.

9. **Waiver of Immunity/Third Party Liability:** No portion of this Agreement shall be deemed to constitute a waiver of any immunities which City or County or their 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 of any persons not a party to this Agreement.
10. **Severability:** If any section, subsection, paragraph, sentence, or 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 not 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.
11. **Applicable Law:** This Agreement shall be interpreted, construed, and governed by the State of North Carolina.
12. **Amendments:** Amendments which are consistent with the purposes of this Agreement may be made in writing duly executed by the parties hereto.

IN WITNESS WHEREOF, City and County have signed and sealed this Agreement this ___day of _____, 2019.