

NORTH CAROLINA  
GASTON COUNTY

AGREEMENT FOR TRANSFER OF VEHICLES

THIS AGREEMENT, made effective upon execution, by and between GASTON COUNTY, a political subdivision of the State of North Carolina, having a mailing address of Box 1578 Gastonia, NC 28053-1578 and THE GASTON COUNTY BOARD OF EDUCATION, a North Carolina Public School System, having a mailing address of 943 Osceola Street, Gastonia, NC 28054.

WHEREAS, the transfer of vehicles consists of three ambulances: 1) former Gaston County Vehicle #871, a 2008 Freightliner M2 Ambulance, VIN 1FVACWDK78HZ30618 with an odometer reading of approximately 361,290 miles; 2) former Gaston County Vehicle #872, a 2008 Freightliner M2 Ambulance, VIN 1FVACWDK98HZ30619, with an odometer reading of approximately 347,827 miles; and 3) former Gaston County Vehicle #876, a 2008 Freightliner M2 Ambulance, VIN 1FVACWDK38HZ30616, having an odometer reading of approximately 365,016 miles. Vehicles #871 #872 and #876 were previously declared surplus via Board of Commissioners' Resolution 2016-178 on June 28, 2016. Vehicle #871 was authorized for sale by the Board of Commissioners via Resolution 2017-087 on March 28, 2017. Vehicles #872 and #876 were authorized for sale by the Board of Commissioners on April 25, 2017.

WHEREAS, pursuant to NCGS §160A-274, Gaston County is conveying three ambulances described herein to the Gaston County Board of Education for One Dollar (\$1.00) per vehicle; and

WHEREAS, The Gaston County Board of Education is receiving three ambulances for consideration of the terms provided herein; and

WHEREAS, the purpose of conveying the ambulances to the Gaston County Board of Education is to allow students studying Emergency Medical Sciences access to ambulances for educational and training purposes. Vehicle #871 is planned to be used at Hunter Huss High School, Vehicle #872 is planned to be used at Cherryville High School, and Vehicle #876 is planned to be used at Stewart W. Cramer High School.

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

1. Gaston County shall convey three ambulances, as described above, to The Gaston County Board of Education for One Dollar (\$1.00) per vehicle.
2. The condition of the vehicles provided to The Gaston County Board of Education are "as-is", and Gaston County is making no representations or warranties concerning the serviceability or quality of the vehicles. Additionally, no representations or warranties are made for future reliability of the vehicles.
3. All fees associated with the transfer of the vehicle titles shall be borne by The Gaston County Board of Education. The Gaston County Board of Education is responsible for recording the titles of the vehicles and to take other steps needed in order to take title of the vehicles.

4. The Gaston County Board of Education shall be responsible to procure sufficient insurance for the vehicles. Additionally, to the extent permitted by North Carolina law, The Gaston County Board of Education agrees to indemnify and hold Gaston County (including its employees, officers, elected officials, agents, and all others associated with the County) harmless for any liability or damages arising from the operation, usage, storage, or possession of said ambulances. The Gaston County Board of Education shall be responsible for maintenance of the subject ambulances as well as stocking the ambulances with equipment as needed.
5. The Gaston County Board of Education shall not sell or transfer title of the vehicles for a minimum of two (2) years from receipt of said vehicles.
6. All notices required shall be given by registered or certified mail to the parties at the following addresses. Either of the parties may designate in writing from time to time substitute addresses or persons in connection with those notices.

**GASTON COUNTY**

ATTN: County Manager  
Post Office Box 1578  
Gastonia, NC 28053-1578

**GASTON COUNTY BOARD OF EDUCATION**

ATTN: Superintendent  
943 Osceola Street  
Gastonia, NC 28054

7. This Agreement may be amended or terminated by an instrument in writing executed by both parties hereto or pursuant to the terms and conditions set forth herein.
8. Neither party may assign its rights under this Agreement. Any assignment attempted without the written consent of the other party shall be void.
9. No waiver of any breach of any one or more of the conditions or covenants of this Agreement by the County or by The Gaston County Board of Education shall be deemed to imply or constitute a waiver of any succeeding or other breach under this Agreement.
10. North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement. All legal actions or other proceeding relating to this Agreement shall be brought in a state court sitting in Gaston County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said court and hereby irrevocably waive any and all objections that they may have with respect to venue in any state court sitting in Gaston County, North Carolina.
11. Both parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by Counsel for both Gaston County and The Gaston County Board of Education. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

12. Should any one or more of the provisions contained in this Agreement be held invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in the Agreement shall not in any way be affected or impaired thereby, and this Agreement shall otherwise remain in full force and effect. If any such provision is held to be invalid or unenforceable, then upon the request of either party, the parties shall attempt in good faith to negotiate and agree upon a replacement provision.
13. This Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.
14. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed the day and year first written above.

**GASTON COUNTY**

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Chad Brown, Chairman  
Gaston County Board of Commissioners

ATTEST:

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Clerk to the Board of Commissioners

APPROVED AS TO FORM:

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County Attorney

**GASTON COUNTY BOARD OF EDUCATION**

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Kevin Collier, Chairman  
Gaston County Board of Education

ATTEST:

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Clerk to the Gaston County Board of Education

APPROVED AS TO FORM:

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Attorney for the Gaston County Board of Education