

**STATE OF NORTH CAROLINA  
COUNTY OF GASTON**

**INTERLOCAL AGREEMENT FOR  
GRANT AGREEMENT BETWEEN  
THE CITY OF GASTONIA AND  
GASTON COUNTY**

This Agreement, made effective this the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **THE CITY OF GASTONIA**, a North Carolina Municipal Corporation (hereinafter referred to as "Grantee"), having a mailing address of Box 1748, Gastonia, NC 28053, and **GASTON COUNTY**, a body politic and a political subdivision of the State of North Carolina (hereinafter referred to as "County"), having a mailing address of P.O. Box 1578, Gastonia, NC 28053.

**WITNESSETH:**

WHEREAS, pursuant to N.C. GEN. STAT. § 160A-461, units of local government are authorized to enter into interlocal agreements for any undertaking; and,

WHEREAS, County is permitted to provide grants to third parties, provided such grant is for a public purpose and meets the other statutory and constitutional requirements of the State of North Carolina as found in Article V, Section 2 of the North Carolina Constitution as well as Chapter 153A, Article 7 of the North Carolina General Statutes; and

WHEREAS, the Grantee requested that monies be used to relocate public utilities, the details of which are referred to as the "Project" and can be found in Exhibit "A"; and

WHEREAS, the Project constitutes a public purpose, authorized by the authority described above; and

WHEREAS, on \_\_\_\_\_, 2021, the Gaston County Board of Commissioners adopted Resolution 2021-\_\_\_\_, authorizing the expenditure of such grant monies not to exceed Three Hundred Seventy Thousand Dollars (\$370,000); and

WHEREAS, both parties acknowledge that such monies will only be distributed upon the Grantee satisfying the terms and conditions as established herein; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants hereinafter set forth, it is agreed between the parties hereto as follows:

1. **PURPOSE:** The purpose of this Agreement is to set forth the terms and conditions under which County will provide monies to the City of Gastonia associated with the relocation of public utilities at 147 W. Main Avenue, Gastonia, North Carolina.
2. **PROJECT DESCRIPTION:** Public utilities to be relocated in order to allow for the construction of new multi-family residential development which will increase the tax base and revitalize downtown Gastonia may include water, sewer, electric, natural gas, telephone, cable television, and any other public utilities in the Project vicinity.

3. PLANS AND SPECIFICATIONS: The utility relocations shall be engineered, designed, and constructed in accordance with all city, county, and state laws, ordinances, and regulations governing the same. The County is not responsible for any of the contracting processes or other decision-making aspects associated with the Project.
4. COSTS: The estimated Project cost is approximately Three Hundred Sixty-Nine Thousand, Three Hundred Twenty-Nine Dollars and Forty-Nine Cents (\$369,329.49). County shall pay a portion of the actual Project costs, not to exceed Three Hundred Seventy Thousand Dollars (\$370,000) to the City of Gastonia.
5. REIMBURSEMENT: County agrees to reimburse Grantee for eligible Project costs as set forth herein. Grantee will bill County for eligible Project costs, accompanied by copies of all invoices, bills, and other documentation justifying the request for payment. Eligible Project costs are defined as the costs associated with engineering design, and construction of the Project. Eligible project costs shall not include costs associated with administrative expenses relating to salaries of Grantee employees. County will reimburse Grantee for costs within forty-five (45) days of receipt of the request.
6. AGENCY: Grantee shall serve as the party exclusively responsible for the Project and shall commence and complete Project within a reasonable time after the execution of this Agreement. This Agreement is not to establish any kind of joint agency or partnership agreement between the parties.
7. ACCESS: County retains the right to inspect documents, materials, papers, and other related items at any point in the Project, so long as proper notification is provided to Grantee. Further, County shall have access, at all times, to the construction site for the purpose of construction observation.
8. INDEMNITY: Grantee shall at all times indemnify, save, protect, and keep harmless the County from all costs, loss, damage, liability, expense, penalty, and fines which may arise from or be claimed against County by any person or persons, firms, or corporations, for any injuries to persons or property, or damage for whatever kind or character consequent upon or arising from this Agreement by reason of any negligent act of Grantee, its agents, or employees.
9. DUPLICATE ORIGINALS: This Agreement shall be executed by the parties hereto in duplicate originals, each of which when executed shall constitute one and the same Agreement.
10. ENTIRE AGREEMENT: This instrument contains the entire Agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this Agreement shall be valid or binding. This contract may not be enlarged, modified, or altered, except in writing signed by the parties and endorsed hereon.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be signed by their duly authorized representatives the day and year first above written.

**GASTON COUNTY**

BY: \_\_\_\_\_  
Tom Keigher, Chairman

ATTEST:

\_\_\_\_\_  
Donna S. Buff, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jonathan L. Sink, County Attorney

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that Donna S. Buff personally appeared before me this day and acknowledged that she is the Clerk to the Board of the Gaston County Board of Commissioners and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by her as its Clerk.

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CITY OF GASTONIA**

By: \_\_\_\_\_  
Walker E. Reid, III, Mayor

ATTEST:

\_\_\_\_\_  
Suzanne J. Gibbs, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
L. Ashley Smith, City Attorney

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that Suzanne J. Gibbs 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 and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_