

STATE OF NORTH CAROLINA
COUNTY OF GASTON

GRANT AGREEMENT FOR THE
ANIMAL LEAGUE OF GASTON
COUNTY ELEVATOR FUNDING

This Agreement, made effective this the ____ day of _____, 2023, by and between **THE ANIMAL LEAGUE OF GASTON COUNTY**, a North Carolina Non-profit Corporation (hereinafter referred to as “Grantee”) having a mailing address of 425 W. Franklin Boulevard, Gastonia, NC 28052; 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.

W I T N E S S E T H:

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 construct a public elevator for the Low-cost Spay/Neuter facility at 425 We. Franklin Boulevard, Gastonia, NC 28052, the details of such is referred to as the “Project”; and

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

WHEREAS, on June 13, 2023, the Gaston County Board of Commissioners adopted Resolution **2023-185**, authorizing the expenditure of such grant monies not to exceed (\$250,000); and on October 24th, 2023, adopted Resolution **2023-**, authorizing the expenditure of additional funds; and

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

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 Grantee associated solely with the construction of a public use elevator.
2. **PROJECT DESCRIPTION:** Grantee shall plan, design, permit, and construct an elevator for use by the Animal League of Gaston County. Eligible expenses related to the project include construction of the elevator and associated systems along with incidental demolition or renovation work of the existing building to accommodate the elevator and components.

3. **PLANS AND SPECIFICATIONS:** The work shall be engineered, designed and constructed in accordance with the specifications of the Grantee and the Grantee shall abide by any and all building codes, laws, regulations, and requirements associated with such facilities. The County is not responsible for any of the design, obtaining the required permits, or contracting processes or other decision-making aspects associated with the Project.
4. **COSTS:** The eligible costs subject to reimbursement under this agreement is hereby capped at Four Hundred Thousand Dollars (\$400,000). Additional costs, if any, will be incurred by the Animal League of Gaston County. Should the project be constructed for less than \$400,000, County shall only reimburse for the lesser amount.
5. **REIMBURSEMENT:** County agrees to reimburse Grantee's Contractor for eligible Project costs as set forth herein. Grantee will forward to the County contractor pay applications through the course of construction, along with any other documentation necessary for justifying the request for payment. Documentation shall be reviewed by Grantee's architect and approved for payment. Eligible Project costs are defined as the costs associated with construction of the Project. Eligible project costs shall not include costs associated with administrative expenses relating to salaries of Grantee's employees, administrative expenses or consultant fees. County will reimburse Contractor for approved, eligible Project costs within forty-five (45) days of receipt of the request and accompanying documentation.
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. Project shall be completed, and invoices submitted for reimbursement within 18 months of contract execution. Expensed incurred after 18 months will not be counted as eligible for reimbursement. This Agreement is not to establish any kind of 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, with proper notification to Grantee. Further, County shall have access, at all times, to the construction site for the purpose of construction observation.
8. **INSURANCE AND INDEMNITY:** Grantee shall maintain and operate the improvements and provide public liability insurance coverage against any and all damages that may be incurred upon said property through injury or accident by reason of the Grantee's negligent construction or operation of Project.

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.

**NOTE: BY SIGNING THE GASTON COUNTY SIGNATURE
PAGE, YOU AGREE TO FOLLOW THE ATTACHED TERMS
AND CONDITIONS, TO THE EXTENT THAT SUCH
PROVISIONS ARE APPLICABLE.**

ANIMAL LEAGUE OF GASTON COUNTY/GRANTEE

By: _____
Authorized Representative

ATTEST:

Witness

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the _____ for the Animal League of Gaston County and that by authority duly given and as the act of the organization, the foregoing instrument was signed in its name by its authorized representative, sealed with its corporate seal and attested by _____.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2023.

Notary Public

My Commission Expires: _____

GASTON COUNTY

By: _____
County Manager/Assistant County Manager

Date: _____

ATTEST:

Clerk to the Board/Deputy Clerk to the Board

APPROVED AS TO FORM:

County Attorney/Deputy County Attorney

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

Finance Director/Deputy Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the (Deputy) County Manager/Assistant County Manager and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by the designated party, sealed with its corporate seal and attested by him/her as its (Deputy) County Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2023.

Notary Public

My Commission Expires: _____