

STATE OF NORTH CAROLINA

AGREEMENT FOR THE GRANT

COUNTY OF GASTON

OF GASTON COUNTY FUNDS

THIS AGREEMENT, made and entered into on the last date written below, by and between the GASTON COUNTY (hereinafter called the "COUNTY") and GASTON COUNTY FIREFIGHTERS ASSOCIATION (hereinafter called "GCFA"), a nonprofit corporation organized under the laws of the State of North Carolina.

WITNESSETH:

1. Purpose of Agreement

Pursuant to General Statute 153-449, the COUNTY has the authority to provide assistance to GCFA for the benefit of its citizens and not solely for the benefit of particular persons or interests. Accordingly, the COUNTY has the authority to provide assistance to GCFA and has agreed to make public funds available to GCFA up to the amount of \$13,268 for the purchase of one respirator fit tester to be used by fire departments in Gaston County. The GCFA agrees to use said funds strictly in accordance with the provisions of this Agreement.

2. Use of Funds

Funds paid to the GCFA must be used exclusively for the purpose as set forth in section 1 above. To expend such funds for any purpose not authorized by this Agreement will constitute a material breach. GCFA will obtain competitive quotes from 2-3 vendors prior to purchase. The funds must be used to pay for one respirator fit tester system, any necessary accessories or attachments, and the service plan for the first year ("the Equipment").

3. Maintenance of the Equipment

GCFA is responsible for the care and maintenance of the Equipment in accordance with manufacturer's guidelines throughout its lifespan. The Equipment must be primarily used for Gaston County volunteer fire departments. GCFA will not sell, transfer, or destroy the Equipment without prior written permission from the COUNTY.

4. Termination of Agreement

Prior to purchase of the Equipment, each party has the right to terminate this Agreement by giving the other party 30 days' written notice of termination.

5. Action of COUNTY in the Event of Breach of Contract

In the event that review of GCFA's performance shows non-conformance to any of the terms or conditions contained herein, GCFA may be in breach of this Agreement, and the COUNTY may take corrective action as it deems necessary, including, but not limited to, taking possession of the Equipment or repayment of any funds previously paid to GCFA in accordance with the provisions of this Agreement.

## 6. Compliance With Applicable Laws

6.1 GCFA agrees that in carrying out activities of any kind funded with the funds made available under the provisions of this Agreement, it will comply with all applicable local, state, and federal laws and regulations. GCFA specifically acknowledges and agrees that GCFA has complied with and will continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes.

6.2 Prior to the receipt of any funds under this Agreement, the GCFA must report any potential conflict of interest transactions to the COUNTY.

6.3 To provide greater accountability for nonprofit entities that receive \$5,000 or more per year of public funding, the GCFA must comply with N.C.G.S. 55A-16-24.

## 7. Financial Records

7.1 GCFA agrees to establish and maintain fiscal control and accounting procedures which ensure the proper accounting of all funds paid by the COUNTY to the GCFA. GCFA agrees that all records with respect to all matters covered by this Agreement will be maintained for three years following purchase of the Equipment.

7.2 GCFA agrees that the County Manager or designated representatives will have access to and the right to inspect and copy at reasonable hours all books and records of GCFA concerning this Agreement.

## 8. Release and Indemnity

To the fullest extent permitted by law, GCFA will indemnify the COUNTY from all responsibility or liability for all damage or injury of any kind to all persons and to all property proximately caused by any negligent or intentional act or omission of the GCFA, its subcontractors, or agents. The provisions of this Section include any claims for equitable relief or for damages (compensatory or punitive) against the COUNTY, all settlements, judgments, fines, costs, and expenses, including those incurred in connection with investigating any claim or defending any action and reasonable attorneys' fees. GCFA expressly agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by GCFA, in no way limits the GCFA's responsibility to indemnify the COUNTY as herein provided.

## 9. Insurance—Intentionally deleted

## 10. Personnel

It is mutually agreed that GCFA is an independent contractor and not an agent of the COUNTY, and as such GCFA is not entitled to any COUNTY employment benefits, such as, but not limited to, vacation, sick leave, insurance, worker's compensation, or pension and retirement benefits.

## 11. Conflict of Interest

No paid employee of the COUNTY may have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Agreement.

## 12. Non-Waiver of Rights

It is agreed that either party's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, will not constitute a waiver of any rights under this Agreement.

### 13. Assignment of Agreement

It is mutually agreed by the parties hereto that this Agreement is not transferable by either party without the written consent of the other party to this Agreement.

### 14. Entire Agreement and Amendments

This Agreement constitutes the entire agreement between the parties and no warranties, inducements, considerations, promises, or other inferences are implied or impressed upon this Agreement that are not set forth herein. This Agreement may not be altered or amended except in writing signed by all Parties.

### 15. Binding Effect

Subject to the specific provisions of this Agreement, this Agreement is binding upon and inures to the benefit of and be enforceable by the parties and their respective successors and assigns.

### 16. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the Agreement.

### 17. Interpretation

The captions and headings are inserted for convenience of reference and do not define the intent of this Agreement. All the terms and conditions contained herein will be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular prevails over the general and the more stringent or higher standard prevails over the less stringent or lower standard. Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend, or limit the scope of intent of the Agreement.

### 18. Saving Clause

If any portion of this Agreement is for any reason held invalid by any court of competent jurisdiction, such portion is deemed severable and such holding shall not affect the validity of the remaining portions hereof.

### 19. Non-Discrimination

GCFA will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this Agreement because of race, creed, color, sex, age, disability, religion, or national origin.

### 20. Time

Time is of the essence in this Agreement and all of its provisions.

## 21. Counterparts

This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

## 22. Immunity Not Waived

This Agreement is governmental in nature, for the benefit of the public, and is not intended to be for private profit or gain. No party waives its sovereign immunity by reason of this Agreement.

## 23. Liability of Officers and Agents

No officer, agent, or employee of any party to this Agreement will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees are deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section does not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

## 24. Authority to Act

Each person executing this Agreement on behalf of a party has full authority to enter into this Agreement on behalf of that party.

## 25. Public Records

GCFA acknowledges that the COUNTY is a public entity, subject to North Carolina's public records laws (N.C.G. S. § 132) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

## 26. Special or Consequential Damages

Neither party will be liable to the other party for any consequential, indirect, or special damages or lost profits related to this Agreement.

## 27. Divestment Acts

Pursuant to Chapter 147 of the North Carolina General Statutes, the undersigned certifies that GCFA is not designated as a company engaged in the boycott of Israel by the State Treasurer nor is the company on the Final Divestment List (Iran Divestment Act) created by the State Treasurer.

REMAINDER LEFT INTENTIONALLY BLANK