

**NORTH CAROLINA
GASTON COUNTY**

**AGREEMENT FOR PLACEMENT OF
BICYCLE SHARE STATION**

This Agreement, made effective this ____ day of _____, 2017, by and between the City of Gastonia, a North Carolina municipal corporation, hereinafter referred to as the "City", and Gaston County, a political subdivision of the State of North Carolina, hereinafter referred to as "County";

WITNESSETH:

Whereas, the County is implementing a Bicycle Share Program for short distance point-to-point trips providing citizens the ability to pay reasonable fees for the temporary use of a bicycle; and,

Whereas, the County wishes to locate a Bicycle Share Program Station (the "Station") on property belonging to the City as shown on "Exhibit A" attached hereto; and,

Whereas, the City is willing to permit the placement of said Station on the property belonging to the City located at the intersection of E. Long Avenue and North Broad Street as shown on Exhibit A, subject to the conditions of this Agreement; and,

Whereas, the City has agreed to assist the County with the installation of the Station as hereinafter stated; and,

Whereas, cities and counties are authorized by North Carolina General Statutes to enter into interlocal agreements for the exercise of any governmental functions which they have been granted to power to exercise;

Now, therefore, for and in consideration of the mutual covenants contained herein, the City and County hereby agree as follows:

1. **LICENSE.** The City hereby grants to the County the right, privilege and license to install and maintain said Bicycle Share Program Station at the location depicted on Exhibit A attached hereto.

2. **CITY CONSTRUCTION.** The City shall, at the City's cost, and pursuant to the design standards provided by the County, construct the 8 foot by 22 foot concrete pad attached to the existing sidewalk to be used as the Station.

3. **COUNTY CONSTRUCTION.** The County shall, at the County's cost, construct or install any and all other equipment and improvements needed to complete the Station.

4. MAINTENANCE. The County shall be responsible for any and all maintenance of the Station and related equipment for the entire term of this Agreement.

5. REMOVAL OF STATION. The County shall be responsible, at the County's cost, for the removal of any and all equipment and improvements associated with the Station, with the exception of the concrete pad, upon the expiration or termination of this Agreement.

6. TERM. The term of this Agreement shall begin on the date that it is fully executed by both parties and shall continue for a term of 2 years from that beginning date. Thereafter, this agreement shall automatically renew for successive one year terms unless and until either party shall provide the other party 30 days' notice of its intent to terminate this agreement. After the expiration of the initial term this Agreement may be terminated by either party for any reason or no reason upon providing the other party with 30 days' notice of its intent to do so.

7. INDEMNIFICATION. The County shall at all times indemnify, save, protect, and keep harmless the City from all costs, loss, damage, liability, expense, penalty and fines which may arise from or be claimed against the City by any person or persons, firms or corporations, for any injuries to persons or property, or damage of whatever kind or character consequent upon or arising from the construction, operation and use of the Station or by reason of any intentional act of the County, its agents or employees.

8. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

9. AMENDMENT. Any and all amendments to this Agreement must be in writing and signed by both parties.

10. SUCCESSORS AND ASSIGNS. The terms of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

11. SEVERABILITY. In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and be binding upon the parties hereto.

12. APPLICABLE LAW. This Agreement shall be interpreted and enforced according to the laws of the State of North Carolina. Any legal action regarding the enforcement of this Agreement must be filed in the appropriate Court in Gaston County, State of North Carolina, having jurisdiction in the matter.

13. INTEGRATED AGREEMENT. Neither party has made any representation or promise, except as contained herein, or in some further writing signed by the party making such representation or promise.

14. COUNTERPARTS. 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.

15. MISCELLANEOUS. 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.

16. NOTICE. Any notices required or permitted in this Agreement shall be made in writing and shall be made by mailing, postage prepaid, to the other party at the address shown herein for that party. The notice, if mailed as provided for herein, shall be deemed given three days after the post mark affixed to such notice, or if personally delivered, on the date of delivery.

To the City:
City Manager
City of Gastonia
P.O. Box 1748
Gastonia, NC 28053

To the County:
County Manager
Gaston County
P.O. Box 1578
Gastonia, NC 28053

17. No Joint Agency. No joint agency under G.S. 160A-464(3) is to be established as a result of the execution of this Interlocal Agreement, and each municipality shall manage its own personnel, respectively, as necessary for the execution of this undertaking.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names.

CITY OF GASTONIA

(Corporate seal)

By:_____

City Manager

ATTEST:

(Deputy) City Clerk

APPROVED AS TO FORM:

(Asst.) City Attorney

GASTON COUNTY

By: _____
Chairman, Board of Commissioners

ATTEST:

CLERK TO THE BOARD

APPROVED AS TO FORM:

COUNTY ATTORNEY

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) 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 City Manager, sealed with its corporate seal and attested by her as its (Deputy) City Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2017.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County do certify that _____, this day, personally came before me and acknowledged that he/she is the Clerk of the Gaston County Board of Commissioners and that pursuant to a resolution duly adopted by said Board, and as the act of Gaston County, the foregoing instrument was signed in its name by _____, Chairman, sealed with its corporate seal and attested by herself as Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2017.

Notary Public

My commission expires:_____