STATE OF NORTH CAROLINA

COUNTY OF GASTON

INTERLOCAL AGREEMENT BETWEEN GASTON COUNTY AND THE CITY OF GASTONIA FOR JOINT PROCUREMENT OF A FEASIBILITY STUDY ON DEVELOPMENT AND OPERATION OF A TRANSFER STATION

This Interlocal Agreement ("Agreement") is made and entered into upon full execution of all parties ("Effective Date"), by and between Gaston County, a political subdivision of the State of North Carolina ("County"), and the City of Gastonia, a North Carolina municipal corporation ("City"). The County and the City may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Article 20 of Chapter 160A of the General Statutes of North Carolina authorizes units of local government to enter into contracts in order to execute an undertaking providing for the contractual exercise by one unit of any power, function, and right of another; and

WHEREAS, the Parties wish to assess the viability of a solid waste transfer station to serve the southern portion of Gaston County and the City of Gastonia; and

WHEREAS, the County and the City wish to enter into this Agreement to provide for the cooperative procurement and funding of a professional feasibility study to assess that viability.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed upon by the Parties, and in further consideration of the covenants and representations contained herein, the Parties agree to as follows:

I. Term and Termination:

- This Agreement shall commence on the Effective Date and terminate upon completion of the feasibility study and final payment, unless earlier terminated by mutual written consent.
- Either Party may terminate this Agreement upon 30 days' written notice. Provided, however, that all costs incurred up to the termination date shall be shared in accordance with Cost Sharing Section.

II. Cost Sharing:

- The total cost of the feasibility study shall be shared equally between the County and the City, provided, however, that the total costs to the City shall not exceed $50,000.

- The City shall reimburse the County for its share within 30 days of receipt of an invoice and supporting documentation satisfactory to the City.
- Neither Party shall be obligated to appropriate funds beyond those approved by its governing body.

III. Lead Agency and Procurement:

- The County shall serve as the lead agency for procurement and contract administration.
- The County shall issue the Request for Proposals ("RFP"), receive proposals, coordinate evaluation, and present a recommended consultant for joint approval by both Parties.
- The professional services contract shall be executed by the County, with the City named as a participating party and beneficiary.

IV. Scope of Services: The feasibility study shall, at a minimum, include:

- Evaluation of potential sites
- Analysis of solid waste tonnage, service areas, and routing efficiencies
- Preliminary conceptual layouts
- Environmental and permitting considerations
- Capital and operating cost estimates
- Implementation and phasing options
- Governance and ownership alternatives

V. Project Management and Coordination: A joint project management team composed of County and City staff shall:

- Review consultant deliverables
- Provide data and technical input
- Coordinate stakeholder engagement, and
- Receive and accept final study products.

VI. Ownership and Use of Study:

All work products, data, and reports produced under the feasibility study shall be jointly owned by the Parties and may be used for planning, funding applications, regulatory submittals, and future project development.

VII. Indemnification:

To the extent permitted by North Carolina law, each Party shall be responsible for its own acts and omissions and those of its officers, agents, and employees. Neither Party shall provide any indemnity to the other Party.

VIII. Insurance:

Each Party shall maintain insurance or self-insurance coverage in accordance with North Carolina law for general liability, automobile liability, and workers' compensation.

IX. Compliance with Law:

The Parties shall comply with all applicable federal, state, and local laws, including public contracting and procurement requirements.

X. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

XI. Entire Agreement:

This Agreement constitutes the entire understanding between the Parties and may be amended only by written agreement approved by both governing boards.

XII. Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original.

XIII. Immunity Not Waived:

This Agreement is governmental in nature, for the benefit of the public. The Parties reserve all immunities, defenses, rights, or actions arising out of their sovereign status under applicable law. No waiver of such immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of entry into this Agreement.

XIV. Savings Clause:

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

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