



Gaston County

Gaston County
Board of Commissioners
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County Attorney

Board Action

File #: 20-183

Commissioner Philbeck - Planning & Development Services - To Approve an Interlocal Grant Agreement with the City of Gastonia for Funding the Local Match for Catawba Crossings Feasibility Study (**\$34,621**)

STAFF CONTACT

David Williams - 704-866-3473

BUDGET IMPACT

Increase General Fund Expenditures by \$34,621.

BUDGET ORDINANCE IMPACT

Increase Fund Balance Appropriated by \$34,621 and Increase General Fund Expenditures by \$34,621.

BACKGROUND

Various units of local government are part of a proposed Interlocal Grant Agreement to fund a Catawba River Crossings Feasibility Study. The study is mainly funded by way of federal monies. However, there is a local and state match component. Gaston County's share of the match is approximately \$34,621.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request (BCR) and Interlocal Grant Agreement

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	CBrown	JBrown	AFriley	BHovis	TKelgher	TPhillips	RTony	Vote
2020-117	04/28/2020	TP	RW	A	A	A	A	A	A	A	U

DISTRIBUTION:

Laserfiche Users

A=AYE, N=NAY, AB=ABSENT, ABS=ABSTAIN, U=UNANIMOUS

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Dr. Kim S. Eagle COUNTY MANAGER

FROM: 4190 Planning Services
Dept. # Department Name

David Williams 4/28/20
Department Director's Name Date

TYPE OF REQUEST:

☐ Line Item Transfer Within Department & Fund

☐ Line Item Transfer Between Funds *

☐ Project Transfer Within Department & Fund

☒ Additional Appropriation of Funds *

☐ Line Item Transfer Between Departments*

* Requires resolution by the Board of Commissioners

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
Fund Balance Appropriated	010-99-9900-0000-490000	[\$34,621]
Prof Svcs: Catawba Bridge Match	010-02-4910-4910-530010-20057	\$34,621

JUSTIFICATION FOR REQUEST:

Various units of local government are part of a proposed interlocal agreement to fund a Catawba River crossings feasibility study. The study is mainly funded by way of federal monies. However, there is a local and state match component. Gaston County's share of the match is approximately \$34,621.

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.

STATE OF NORTH CAROLINA
COUNTY OF GASTON

**INTERLOCAL GRANT AGREEMENT
WITH THE CITY OF GASTONIA FOR
FUNDING THE LOCAL MATCH FOR
THE CATAWBA CROSSINGS
FEASIBILITY STUDY**

This Agreement, made effective this the _____ day of _____, 2020, by and between the **CITY OF GASTONIA**, a North Carolina Municipal Corporation having a mailing address of PO Box 1748, Gastonia, NC 28053; **CITY OF BELMONT**, a North Carolina Municipal Corporation having a mailing address of PO Box 431, Belmont, NC 28012; **TOWN OF CRAMERTON**, a North Carolina Municipal Corporation having a mailing address of 155 N Main Street, Cramerton, NC 28032; and **GASTON COUNTY**, a body politic and a political subdivision of the State of North Carolina having a mailing address of PO Box 1578, Gastonia, NC 28053.

WITNESSETH:

THAT, WHEREAS, Article 20 of Chapter 160A of the General Statutes of North Carolina authorizes any unit of local government and any one or more units of local government to enter into contracts or agreements with each other in order to execute any undertaking; and,

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of State Planning and Research (SPR) funds to be available for certain specified transportation activities; and,

WHEREAS, the City of Gastonia has requested federal funding for the Catawba Crossings Feasibility Study, hereinafter referred to as the Project, in Gaston County, North Carolina; and,

WHEREAS, the City of Gastonia has been designated as a recipient to receive funds allocated to the North Carolina Department of Transportation (NCDOT) by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$360,000 for the Project; and,

WHEREAS, NCDOT has allocated additional state funding, under State Bill 136-214, to provide a portion of the non-federal match, in the amount of \$67,500; and,

WHEREAS, the City of Gastonia has agreed to participate in certain costs and to assume certain responsibilities for project administration; and,

WHEREAS, the City of Gastonia shall provide the non-federal match for the reimbursable amount, up to \$22,500 and an additional \$675 for SAP charges (cost incurred by NCDOT); and,

WHEREAS, the City of Gastonia has contracted with Gannett Fleming, Inc. to perform the necessary services to complete the Catawba Crossings Feasibility Study; 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 The City of Belmont, Town of Cramerton, and Gaston County will provide monies to the City of Gastonia for local match costs associated with the Catawba Crossings Feasibility Study.
2. **PROJECT DESCRIPTION:** The City of Gastonia shall engage the services of Gannett Fleming, Inc. to develop a feasibility study to evaluate a potential crossing of the Catawba River, providing a third parallel highway crossing connecting Gaston and Mecklenburg Counties.
3. **COSTS:** The total Project cost is \$512,489 and includes federal funding, state and local matches. See funding table below:

FUND SOURCE	AMOUNT
SPR (Federal) to be reimbursed to the City of Gastonia	\$360,000
SPR (Federal) to be used for SAP Charges	\$10,800
State Match to SPR for Project	\$67,500
State Match for SAP Charges	\$2,025
Gaston County	\$34,621
City of Gastonia	\$31,324
City of Belmont	\$4,400
Town of Cramerton	\$1,819
TOTAL	\$512,489

Utilizing a per capita population breakdown of the total Non-Federal Local Match, the City of Belmont shall pay a 6.1% portion of the local match in the amount of \$4,400, the Town of Cramerton shall pay a 2.52% portion of the local match in the amount of \$1,819, and Gaston County shall pay a 47.98% portion of the local match in the amount of \$34,621. Local match portions shall be paid directly to the City of Gastonia. The City of Gastonia will be responsible for another 43.41% portion of the local match in the amount of \$31,324.

4. **REIMBURSEMENT:** The City of Gastonia will bill the City of Belmont, Town of Cramerton, and Gaston County accompanied by appropriate documentation justifying the request for payment. The City of Belmont, Town of Cramerton, and Gaston County will reimburse the City of Gastonia for costs within forty-five (45) days of receipt of the request.

5. AGENCY: The City of Gastonia shall ensure the Project is completed 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.
6. ACCESS: The City of Belmont, Town of Cramerton, and Gaston County retain the right to inspect documents, materials, papers and other related items at any point in the Project, with proper notification to the City of Gastonia.
7. INSURANCE AND INDEMNITY: The City of Gastonia shall at all times indemnify, save, protect, and keep harmless the City of Belmont, Town of Cramerton, and Gaston County from all costs, loss, damage, liability, expense, penalty and fines which may arise from or be claimed against them 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 the City of Gastonia, its agents or employees.
8. 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.
9. ENTIRE AGREEMENT: This instrument contains the entire Agreement between the parties, and no statement, oral or written, made by any party or agent of any 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.
10. NON-APPROPRIATION: In the event funds are not appropriated during the term of this Agreement for the subject matter herein described, and there are no other available funds by or with which payment can be made to the Vendor, this agreement is terminated. This Agreement will be deemed terminated on the last day of the fiscal period for which appropriations were received without penalty or expense, except to the portion of payment for which funds have been appropriated and budgeted.
11. IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.59(a). As of the date listed below, the vendor or bidder listed below is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed below to make the foregoing statement.

Note: N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the various governmental entities of North Carolina, including Counties. The certification is required when a bid is submitted, when a contract is entered into, and when a contract is renewed or assigned. No vendor may utilize any subcontract found on the State Treasurer's Final Divestment List. The List is updated every 180 days, and can be found at www.nctreasurer.com/iran.

12. NORTH CAROLINA E-VERIFY CERTIFICATION. Applicability: Pursuant to North Carolina Session Law 2015-294, the certification is applicable for all contracts entered into by Gaston County, except for contracts solely for the purchase of goods, apparatus, supplies, materials, equipment, or contracts with specific other entities as described in NCGS 143-133.3, piggy-back contracts, and travel purchases.
13. CERTIFICATION: By signing and entering into this contract with Gaston County, I hereby certify that I comply with E-Verify, the aforementioned Federal program used to verify the work authorization of newly hired employees working in North Carolina. I certify compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes. If applicable, I am also certifying that any subcontractor hired or used by me will comply with E-Verify, as described herein.
14. ADA AND CIVIL RIGHTS CERTIFICATION OF COMPLIANCE. I hereby certify that I comply with all applicable federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act.

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

Agree1672.docx

CITY OF GASTONIA

By: _____
Michael C. Peoples, City Manager

ATTEST:

Sherry H. Dunaway, City Clerk

**STATE OF NORTH CAROLINA
COUNTY OF GASTON**

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Sherry H. Dunaway 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 Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2020.

Notary Public

My Commission Expires: _____

CITY OF BELMONT

By: _____
Adrian Miller, City Manager

ATTEST:

(Deputy) City Clerk

**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 she is the (Deputy) City Clerk of the City of Belmont and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its 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 _____, 2020.

Notary Public

My Commission Expires: _____

TOWN OF CRAMERTON

By: _____
David Pugh, Town Manager

ATTEST:

(Deputy) Town Clerk

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 she is the (Deputy) Town Clerk of the Town of Cramerton and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Manager, sealed with its corporate seal and attested by her as its (Deputy) Town Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2020.

Notary Public

My Commission Expires: _____

GASTON COUNTY

By: _____
Kim S. Eagle, County Manager

Attest:

Clerk to the Board

**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 she is the Clerk to the Board of Gaston County and that by authority duly given and as the act of Gaston County, the foregoing instrument was signed in its name by its Manager, sealed with its seal and attested by her as its Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2020.

Notary Public

My Commission Expires: _____