

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT, is made and entered into this April 23, 2025, by and between Union County (the "County") and the Town of Indian Trail (the "Municipality") (hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the County was awarded a grant from the Charlotte Regional Transportation Planning Organization ("CRTPO") for a critical intersection analysis study that will study certain traffic intersections in Union County, including certain intersection(s) in the Municipality, in order to consider implementing future intersection improvements (the "Grant"); and

WHEREAS, the Grant will allow for County to select and engage a consultant (the "Consultant") to perform the critical intersection analysis study and produce a subsequent report (the "Study"); and

WHEREAS, under the Grant CRTPO will reimburse the County for its costs for the Study in the amount of One Hundred Sixty Thousand Dollars (\$160,000), with an additional Forty Thousand Dollars (\$40,000) required under the Grant as a local government match (the "Match"); and

WHEREAS, the County will contribute at least Twenty-Four Thousand Dollars (\$24,000) toward the Match; and

WHEREAS, the Municipality has agreed to contribute Four Thousand Dollars (\$4,000) toward the Match due to the Study including intersection(s) within the Municipality's limits (the "Municipality Contribution"); and

WHEREAS, this Agreement is made under the authority of N.C. Gen. Stat. § 160A-460 et seq and all other applicable law.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. The term of this Agreement shall begin on mutual execution and shall continue until December 31, 2026. This Agreement may only be terminated upon expiration of the aforementioned term without an amendment extending the term executed by both parties to this Agreement. Notwithstanding the foregoing, the Parties may, by mutual written consent, terminate this Agreement at any time and for any reason.

2. After 50% of the work for the Study is complete, as reasonably determined by the County, the County will invoice the Municipality for the Municipality Contribution. Within thirty (30) days of receipt of such invoice, the Municipality shall pay the Municipality Contribution.

3. The County shall directly select and engage the Consultant to perform the Study. The Parties agree to work collaboratively with the Consultant to provide any reasonably requested information and assistance needed for the Study. Upon completion, and County's receipt, of the Study, the County will ensure that the Municipality receives a copy of the Study.

4. This Agreement may be amended at any time by mutual, written consent of the parties.

5. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Parties hereto confirm that any facsimile copy or photocopy of another party's executed counterpart of this Agreement (or its signature page thereof) will be deemed to be an executed original thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed the day and year above written.

UNION COUNTY:

Attest: _____
Lynn West, Clerk to the Board

By: _____
Brian W. Matthews,
County Manager

TOWN OF INDIAN TRAIL:

Attest: 
Trena Sims, Clerk



By: 
Michael McLaurin, Town Manager

This instrument has been pre-audited for the Town of Indian Trail in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer