

STATE OF NORTH CAROLINA

COUNTY OF UNION

**INTERLOCAL AGREEMENT BETWEEN
UNION COUNTY, NORTH CAROLINA
AND THE TOWN OF MARSHVILLE, NORTH CAROLINA**

This Agreement (“Agreement”) is made and entered into this [REDACTED], by and between Union County, North Carolina (hereinafter referred to as “County”) and the Town of Marshville, (hereinafter referred to as “Town”), together referred to as the “Parties.”

PREMISES

WHEREAS, N.C. Gen. Stat. § 160A-461 authorizes the entry of interlocal agreements between local government agencies to execute any undertaking; and

WHEREAS, the County has entered into an agreement to receive funds under the Community Development Block Grant (CDBG) pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383 from the US Department of Housing and Urban Development (hereinafter called “HUD”).

WHEREAS, improvements to public facilities such as parks, including installation of fencing, lighting, and other safety and accessibility enhancements (“proposed park improvements”), are eligible activities under 24 C.F.R. § 570.201(c) when such improvements benefit residents of low- and moderate-income areas or otherwise meet a national objective of the CDBG program; and

WHEREAS, the proposed park improvements will enhance public safety, accessibility, and community use, and are located in areas that primarily benefit low- and moderate-income residents, thereby meeting the CDBG national objective of benefiting low- and moderate-income persons as set forth in 24 C.F.R. § 570.208(a); and

WHEREAS, the County will administer its CDBG program funds as outlined in this Agreement in cooperation with the Town, with both parties working together to complete the proposed park improvements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to the authority granted by law, the Parties agree as follows:

1. Administration of Funds.

Union County shall administer CDBG program funds estimated not to exceed one million dollars (\$1,000,000.00), subject to adjustment based on the results of competitive bidding for the proposed park improvements, in accordance with the Housing and Community Development Act of 1974 and applicable federal and state regulations. The County shall retain full responsibility for ensuring

compliance with all CDBG requirements, including procurement, environmental review, financial management, and reporting.

2. Project Scope.

The CDBG funds will be used by Union County to undertake lighting and fencing improvements at a public park located at Olive Branch Road, Marshville, NC 28103 (“the Project”). These improvements are intended to enhance public safety, accessibility, and overall community benefit for residents of low- and moderate-income areas.

3. Community Development Block Grant (CDBG) Funding Regulations.

The purpose of this Agreement is to establish the terms and conditions allocated under the CDBG funding program. All activities and expenditures must comply with HUD regulations, including but not limited to:

- a) 24 CFR Part 570 (CDBG Program Regulations)
- b) 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- c) National Environmental Policy Act (NEPA) requirements
- d) Davis-Bacon and Related Acts (where applicable)
- e) Title VI of the Civil Rights Act of 1964 and other nondiscrimination laws

4. Town of Marshville Responsibilities.

The Town agrees to cooperate with Union County in carrying out the Project, including providing access to the park sites, assisting with coordination of work, and supporting community engagement efforts as needed. The Town shall not receive or expend CDBG funds directly under this agreement. The Town shall maintain any records related to its responsibilities under this Agreement and make such records available to the County, HUD, the North Carolina Department of Commerce, and their auditors or representatives upon reasonable notice for purposes of monitoring or audit.

Upon completion of the Project, the Town shall be responsible for all future maintenance, operation, and liability associated with the improvements, including the obligation to ensure continued public use and benefit.

5. Project Implementation.

The Parties acknowledge that the proposed park improvements funded under this Agreement will require services to be performed by third-party contractors. The Parties shall enter into a separate written agreement (the “Project Agreement”) governing the terms and responsibilities for such contracted work. The Parties shall coordinate on Project timelines, communications, and site access to ensure the successful completion of the Project and compliance with all applicable funding conditions.

6. Term.

This Agreement shall commence upon execution by both Parties and remain in effect until completion of the Project, including all CDBG-required reporting and closeout procedures. Either Party may terminate this Agreement upon thirty (30) days’ written notice if the other Party materially breaches any term herein.

7. Amendments

This Agreement may be modified or amended by mutual consent of all parties as long as the amendment is executed in the same fashion as this Agreement. Unless otherwise specifically agreed to in writing such amendment shall not operate as or be interpreted to be a termination of this Agreement, and it shall continue in effect except as necessarily or expressly modified through such amendment.

8. Liability and Indemnification

To the extent permitted under the laws of the State of North Carolina, each party will be responsible for its own acts or omissions and all claims, liabilities, injuries, suits, demands, and expenses of all kinds that may result in or arise out of any alleged malfeasance or neglect caused or alleged to be caused by that party, its employees, or representatives in the performance or omission of any act or responsibility of that party under this Agreement.

Each Party shall require any contractor engaged under this Agreement to maintain adequate insurance coverage and to indemnify and hold harmless both the County and the Municipality for claims arising from the contractor's acts or omissions.

9. Independent Contractor Status

In performing the work, duties, and obligations under this Agreement and any future Project Agreements, it is mutually understood and agreed that neither party's employees will be considered officers, agents, or employees of the other party. Neither party shall have nor exercise any control or direction over the methods by which either party and/or its agents or employees shall perform their work and functions. Each party shall be solely responsible for its own debt, obligations, acts, and omissions on behalf of its employees.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings regarding the subject matter herein. No representations, warranties, or promises have been made except as expressly stated herein.

11. Governing Law

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

[Remainder of page intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

TOWN OF MARSHVILLE

_____(SEAL)
Brian Matthews
County Manager

_____(SEAL)
Town Manager

ATTEST:

Lynn West, Union County Clerk to
the Board of County Commissioners

Town Clerk – Town of Marshville

This instrument has been preaudited
in the manner required by the Local
Government Budget and Fiscal Control Act.

Deputy Finance Officer

Approved as to Legal Form:

Union County

Town of Marshville