

STATE OF NORTH CAROLINA

**INTERLOCAL AGREEMENT
FOR ADMINISTERING
INDIAN TRAIL WATER
MAIN IMPROVEMENTS CONTRACT**

COUNTY OF UNION

THIS AGREEMENT, is made and entered into this the ____ day of _____, 2021, by and among the Town of Indian Trail, North Carolina (“Indian Trail”) and Union County, North Carolina (“Union”) (hereinafter collectively referred to as the “Parties”) (“Agreement”).

W I T N E S S E T H:

WHEREAS, the Parties have agreed to work together regarding installation of a new water main in Indian Trail for the Indian Trail Water Main Improvement Project (the “Project”); and

WHEREAS, the Parties wish to set forth the understandings and responsibilities of each party under this Agreement; and

WHEREAS, Indian Trail wishes to administer and oversee the Project, including administration of the subsequent construction contract; and

WHEREAS the Parties have determined the Project will provide benefits to Indian Trail and Union; and

WHEREAS, the Parties believe that it is most economical and in the best interests of the citizens of Indian Trail and the residents of Union County that the Project shall proceed as soon as possible, under the supervision and control of Indian Trail, as set forth herein; and

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

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. Purpose: The purpose and intent of this Agreement is to provide for a binding agreement that obligates Indian Trail to administer and complete the Project within the Town of Indian Trail and obligates Union to pay to Indian Trail for Union’s contribution to the Project, with Indian Trail paying any amount beyond the obligation of Union, as set forth in Section 5 below.
2. Term: This Agreement shall commence upon execution by the Parties and shall continue until final completion of the Project.
3. No Joint Agency Established: No joint agency under NCGS § 160A-462 is to be established as a result of the execution of this Agreement.

4. Contract: Indian Trail shall be responsible for bidding and contracting for the work to be performed to complete the Project (the "Contract"). Prior to bidding the Project, the Parties shall: A) obtain an engineer's estimate for the cost of the project, which shall be approved by Parties; and B) establish the specifications and standards required for the Project, which shall be reviewed and approved by Parties. Once the Contract is awarded, Indian Trail shall be responsible for executing and administering the Contract. The Contract shall contain terms that clarify no payment will be due contractor until the work performed is inspected and approved by Union.
5. Funding:
 - a. Union agrees to pay to Indian Trail those amounts invoiced under the Contract, in an amount not to exceed One Hundred Seventy-Eight Thousand One Hundred Seventy-Two and 50/100 Dollars (\$178,172.50).
 - b. Indian Trail agrees to pay those amounts invoiced or otherwise owed to the contractor under the Contract for any amounts over One Hundred Seventy-Eight Thousand One Hundred Seventy-Two and 50/100 Dollars (\$178,172.50).
 - c. Payment Due to Indian Trail: Union shall make payment to Indian Trail within 15 days after receipt of each invoice. Each invoice shall include sufficient detail such that Parties can confirm that the work completed and invoiced was performed per the specifications under the Contract. Indian Trail shall only use the funds received from Union for payment of invoices due under the Contract.
6. Inspection of Work: Union shall inspect and approve the work performed for this Project and may instruct Indian Trail to withhold payment if the work is not completed to each Party's satisfaction. Notwithstanding the foregoing, such approval shall not be unreasonably withheld, and payment shall be made promptly when the unapproved condition is remedied.
7. Amendment or Termination: This Agreement may be amended or terminated only by an instrument in writing executed by the Parties hereto and approved by their respective governing boards.
8. Assignment: Neither party may assign its rights under this Agreement unless by written consent of the other party.
9. Waiver: No waiver of any breach of any one or more of the conditions or covenants of this Agreement by either town shall be deemed to imply or constitute a waiver of any succeeding or other breach under this Agreement.
10. Governing Law and Jurisdiction: North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Interlocal Agreement.
11. Severability: Should any one or more of the provisions contained in this Interlocal Agreement be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in the Interlocal Agreement

shall not in any way be affected or impaired thereby, and this Agreement shall otherwise remain in full force and effect. If any such provision is held to be invalid or unenforceable, then upon the request of either party, the parties shall attempt in good faith to negotiate and agree upon a replacement provision.

12. 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.
13. 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 singular to include plural if applicable.

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

UNION COUNTY NC:

Attest: _____

By: _____
County Manager

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

Finance Director

Approved as to Legal Form: KLC

TOWN OF INDIAN TRAIL:

Attest: _____

By: _____
Town Manager

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

Finance Director