

NORTH CAROLINA

YADKIN COUNTY

**INTERLOCAL AGREEMENT
FOR LEASE OF SPACE
ON COUNTY BUILDINGS
FOR WI-FI BROADBAND EQUIPMENT**

This Interlocal Agreement is made and entered into this 7th day of May, 2018 by and between the Town of Yadkinville (hereinafter called the "Town") and the County of Yadkin (hereinafter called the "County").

RECITALS

WHEREAS, the County owns several buildings in the downtown Yadkinville area; and,

WHEREAS, the Town has received grant funds to install a Wi-Fi Broadband system to provide free internet access in the downtown area; and,

WHEREAS, the vendor contracted by the Town to install the system has identified the need to install individual antennas on several downtown buildings, including two owned by the County; and,

WHEREAS, the Town has contacted the County for permission to install antennas on the Courthouse roof (2 antennae) and the Human Resources Building roof (1 antenna); and,

WHEREAS, the electrical power supplied to the antennas is minimal; and,

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes provides that units of local government may enter into contracts or agreements with each other in order to execute any undertaking.

NOW THEREFORE, for and in consideration of the premises and the respective obligations of each party to the other, and the mutual covenants and promises contained herein, the parties to hereby agree as follows:

Interlocal Agreement

LEASE AND AGREEMENT

1. OBLIGATIONS AND AGREEMENTS OF THE TOWN

(1) Lease of Space on the Courthouse and Human Resources

Buildings.

During the term of this Lease and Agreement, and subject to the obligations and agreements of the Town as set out herein, the County hereby leases to the Town for no monetary consideration to be paid to the County, a non-exclusive co-located space on the roofs of the Courthouse and Human Resources buildings for the Town to install and to maintain Wi-Fi antennas so long as the installation and maintenance of the equipment is not detrimental to the structural integrity of the roofs of the Courthouse and Human Resources buildings and so long as the installation and maintenance of the antennas does not interfere with the County's access and use of the roof.

(2) Ownership of Equipment.

The Town will retain ownership of all the antennas and their related equipment which it shall locate on the roofs of the Courthouse and Human Resources buildings pursuant to this Lease and Agreement.

(3) Access to the Antennas by the Town for Maintenance of the Equipment

The Town shall have access to the antennas site for the purpose of maintaining the Town's Wi-Fi Broadband System.

2. OBLIGATIONS AND AGREEMENTS OF THE TOWN

1) Purchase and Installation of Wi-Fi Broadband Equipment

(a) Prior to the installation of the antennas, the Town will provide to the County all documentation and location maps of the equipment to be placed on the County's buildings.

(b) The antenna equipment shall be installed on the Courthouse and Human Resources roofs pursuant to such design, methods and procedures as approved by the County at the Town's expense.

(h) After the installation of the antennas and their related equipment on the roofs, the Town shall reimburse the County for any necessary repairs to the roofs as determined by the building inspector and an independent third party roofing company.

3. TERM OF LEASE OF SPACE ON COUNTY BUILDING ROOFS

The lease of space on the Courthouse and Human Resources buildings roofs provided by this Lease and Agreement shall begin as of the date hereof and, unless sooner terminated as herein provided, shall exist and continue for so long as the antennas and their related equipment to be installed pursuant to this agreement is located on said roofs.

4. OPTION TO TERMINATE LEASE

Either party to this Lease and Agreement may terminate the lease of space for antennas and related equipment on the Courthouse and Human Resources buildings roofs with no penalty by giving the other party one (1) year's prior written notice of its intention to terminate the said lease.

5. REMOVAL OF COMMUNICATION EQUIPMENT UPON TERMINATION OF LEASE.


If either party to this Lease and Agreement terminates the lease of space for antennas and related equipment on the Courthouse and Human Resources buildings roofs as provided herein, then within ninety (90) days from the termination date, the Town shall remove the antennas and related equipment on the Courthouse and Human Resources buildings roofs at the Town's sole expense and the Town shall reimburse the County for any necessary repairs to said roofs as determined by and performed by building inspector and an independent third party roofing company.

6. GENERAL PROVISIONS

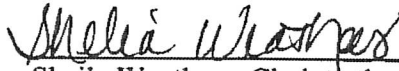
The parties acknowledge that no joint agency is established or to be established by virtue of this Lease and Agreement.

IN WITNESS WHEREOF, the Town of Yadkinville has caused this Lease and Agreement to be signed by the Mayor of its Town Board of Commissioners, and attested by the Clerk to the Town Board of Commissioners, all by authority of said Board duly given, and the County of Yadkin has caused this Lease and Agreement to be signed by its Chairman and attested by its Clerk to the County Board of Commissioners, all by authority of its Board of County Commissioners duly given, the day and year first above set forth

Town of Yadkinville

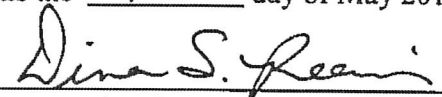
By: 
Eddie Norman, Mayor Town of Yadkinville

ATTEST:



Sheila Weathers, Clerk to the Board

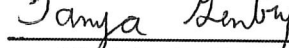
This instrument has been preaudited in the
manner required by the Local Government Budget
and Fiscal Control Act.

This the 7th day of May 2018.


Dina Reavis, Finance Officer
Town of Yadkinville

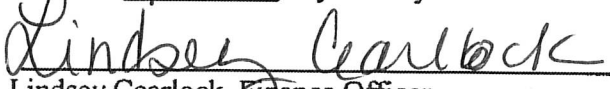
Yadkin County

By: 
Kevin Austin, Chairman
Yadkin County Board of Commissioners

ATTEST: 
Tanya Gentry, Clerk to the Board

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

This the 11 day of May 2018.


Lindsey Cearlock, Finance Officer
Yadkin County

Interlocal Agreement