NORTH CAROLINA
CALDWELL COUNTY

INTERLOCAL AGREEMENT BY AND BETWEEN CALDWELL COUNTY AND THE NORTH CAROLINA DEPARTMENT OFPUBLIC SAETY, DIVISION OF EMERGENCY MANAGEMENT TO LEASE INTERIM OFFICE SPACE

This Agreement, to lease Interim Office Space at Caldwell County Department of Health and Human Services ("CCDHHS") Building ("this Agreement"), is made and entered into the __ day of _____, 2024, by and between the County of Caldwell, a body politic and a political subdivision of the State of North Carolina, located at 905 West Ave SW, and PO Box 2200 Lenoir, NC 28645 (“County”) and the North Carolina Department of Public Safety, Emergency Management Division ("NCEM"), located at 1636 Gold Star Drive, Raleigh, NC collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, pursuant to Chapter 166A of the North Carolina General Statutes, the NCEM is delegated authority from the Governor to cooperate and coordinate with the officers and agencies of local units of government in matters pertaining to the emergency management of the State and nation.

WHEREAS, the County, in conjunction with the State of North Carolina, is designing and planning a new regional Joint Operations and Communications Center. This center is intended to merge emergency communications for the City of Lenoir Police Department and all other agencies in the County. This facility will also house Caldwell Emergency Services Divisions; Emergency Management, Fire Marshal, Information Technology for County, and Emergency Medical Services.

WHEREAS, this facility is designed to accommodate representatives from NC Department of Insurance, NC Office of State Fire Marshal, NC State Highway Patrol-Technical Services Unit, NC Office of Emergency Medical Services, NC National Guard Cyber Security Response Force, and the North Carolina Emergency Management Western Regional Branch Office.

WHEREAS, the anticipated construction of this facility will not be completed until 2026, and the Western Branch Office of NCEM is in need of office space in the interim. The County has available space located at 2345 Morganton Blvd. on the third floor of the DHHS building (“Premises”)

WHEREAS, the space consists of four offices, a conference room and access to a work room. The offices range from 93 sq ft to 97 sq ft, and the conference room is over 200 sq ft. These spaces are shown on the attached Exhibit A, which is incorporated herein.

WHEREAS, this pod of offices shown on Exhibit A is currently unoccupied and available at no charge to NCEM, beginning on October 1, 2024, and until such time as the new Joint Operations and Communications Center is operational.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. THE PROPERTY. The leased property consists of those offices, a conference room, and access to the workroom described above and shown in the attached Exhibit A.

2. TERM. The term of this lease begins October 1, 2024, and continues until the new facility described above is ready for occupancy. Provided, however, if it is determined that the new facility is not going to be constructed or is not going to be constructed within a reasonable period of time after the end of 2026, either party may terminate this lease by giving the other party written notice no less than ninety (90) days before the effective date of termination.

3. RENT. There is no rent.

4. INSURANCE. NCEM will insure its furnishings, equipment, and all other personal property which it places in the leased property in such amount as it deems sufficient. NCEM agrees that the County shall have no liability for any damage to or loss of NCEM's personal property unless such damage or loss is intentionally or grossly negligently caused by agents or employees of the County.

5. CONDITION OF LEASED PREMISES. During its occupancy, NCEM shall maintain the leased property in clean and orderly condition. At the termination of the lease term, NCEM shall surrender the leased property in the same condition as at the beginning of the lease term, normal wear and tear excepted.

6. RIGHT OF ENTRY**.** The County, or any agent thereof, may also enter upon the Premises and inspect the same, making necessary repairs and alterations or for other purposes at any reasonable time during the Term. Such entry by The County shall not constitute an eviction of NCEM or a deprivation of any right of NCEM. It shall not alter the obligation of the County hereunder or create any right in NCEM adverse to the County. NCEM acknowledges that this Agreement is subordinate to all existing easements and rights of way encumbering the Premises, including any easements benefiting adjacent land owned by the County.

7**.** OTHER RESPONSIBILITIES OF THE PARTIES. In addition to the above and below-referenced responsibilities the Parties shall also be responsible for the following:

a) Costs. The County shall continue to provide water, electricity, phone, and internet consistent with the County's IT information guidelines and regulations, and other utilities required to operate the Premises, at no cost to NCEM. The County shall also maintain fire insurance for all buildings on the Premises.

b) Maintenance and Repair. County shall maintain the Premises in thorough repair and in good and safe condition, excluding reasonable wear and tear. For avoidance of doubt, this provision requires County to complete only those repairs identified by the County as necessary; it shall not require the County to provide repairs for purely cosmetic issues nor shall this provision require the County to provide maintenance or repair to NCEM personal property, trade fixtures, or equipment. The County shall continue to conduct any audits or inspections required by law. The County shall also consider any safety concerns identified by NCDPS safety inspectors and shall make any repairs requiring alteration to the Premises that are identified by the County as necessary.

c) Groundskeeping. County shall continue to be responsible for the maintenance and repair of the grounds forming, and adjacent to, the Premises.

d) Alterations to the Premises. In the event NCEM desires to alter the Premises in any way, NCEM shall consult with and obtain prior written approval from the County for all plans, including engineering and architectural drawings, developed for NCEM to improve or develop the Premises. The County shall not unreasonably withhold its approval. Notwithstanding, the decision to approve or deny any improvement or development of the property shall be at the sole discretion of the County. Any approved improvement or development on the Premises must be funded entirely by NCEM and meet any applicable federal, State, and local law, rule, or other requirement for construction on the property. NCEM shall bear the cost of any requested or proposed alteration to the Premises that has been approved by the County.

e) Remittal. Any other improvement or development of the Premises by NCEM shall become the property of the County upon termination of this Agreement at no cost.

f) Keys. County shall provide NCEM with the keys necessary to access the spaces identified in Exhibit A, at no cost to NCEM, except that NCEM shall be responsible for any costs incurred to replace keys that are lost or damaged by its agents, contractors, or employees. All keys provided to NCEM shall remain the property of the County and shall be returned to the County after the termination of this Agreement.

8. LIABILITY AND WORKERS' COMPENSATION.

a) Liability for Negligent Acts or Omissions.

1) NCEM shall be liable for the negligent acts or omissions of its agents, contractors or employees, which may arise or be claimed to have arisen as a result of such agents', contractors', or employees' use or operation of the Premises. NCEM acknowledges and agrees that NCEM shall bear responsibility for liabilities associated with its employees, trainees, or staff, including but not limited to workers' compensation insurance.

2) County shall be liable for the negligent acts or omissions of its agents, contractors or employees, which may arise or be claimed to have arisen as a result of such agents', contractors', or employees' use or operation of the Premises.

3) Any claim or dispute arising against a State agency, including but not limited to County and NCEM, shall be governed by N.C. Gen. Stat. §§ 143-291 *et seq.* Nothing herein shall be construed as an admission of liability or a waiver of the Parties' available defenses (including but not limited to sovereign immunity) regarding tort claims or workers' compensation claims, which may arise out of this Agreement or the operation and maintenance of the Premises.

b) Damage to Premises. NCEM shall also be responsible for any necessary repair or renovation to the Premises, if any such property or facility, or a substantial part thereof, is damaged by NCEM or its agents, contractors, or employees.

9. SURRENDER OF THE PREMISES**.** At the expiration of the Term or the earlier termination of this Agreement, NCEM shall promptly quit and surrender the Premises, and any improvements or developments to the County in good order, condition, and repair, except ordinary wear and tear. At the termination of this Agreement, NCEM shall remove any of its personal property, trade fixtures, and equipment from the Premises, unless specifically excepted herein or otherwise agreed in writing in a separate Agreement. All such personal property, trade fixtures, and equipment not so removed by NCEM and remaining on the Premises thirty (30) days after the termination of this Agreement shall, at the County's option, become the property of the County or County may have the property removed or stored, at the NCEM 's expense.

10. MISCELLANEOUS.

a) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives, provided that neither Party may assign this Agreement without the prior written consent of the other Party.

b) No conflict; Severability. Nothing in this Agreement shall be construed or is intended to conflict with the current laws or regulations of the State of North Carolina. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

c) Governing Law; Venue. This Agreement shall be interpreted using North Carolina law and any action related to the provisions of this Agreement may be adjudicated pursuant to N.C. Gen. § 1-82.

d) Entire Agreement. This Agreement, including such portions as are incorporated by reference herein, constitutes the entire agreement by and between the Parties, and such Parties acknowledge by their signature hereto that they do not rely upon any representations or undertaking by any person or party, past or future, not expressly set forth in the writing herein.

e) Access to Persons and Records. The State Auditor shall have access to persons and records related to this Agreement under the terms and conditions set forth in the N.C. Gen. Stat. § 147-64.7. The Parties shall retain all records related to this Agreement in accordance with State law.

f) Amendments. This Agreement may only be modified or amended by written agreement of the Parties herein. Any such amendment shall be incorporated as an addendum to this Agreement.

g) Signing and Execution. This Agreement may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

h) Notices. Unless otherwise provided herein, all notices or other communications which may be or are required to be given or made by any party to the other under this Agreement shall be in writing addressed as follows:

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

By: _____
William Ray, Director & Deputy Homeland Security Advisor, NCEM

(SEAL)

Attest:

By: _____

COUNTY OF CALDWELL, NORTH CAROLINA By:

_____
Randy Church, Board Chair

(SEAL)
Attest:

By: _____
Abby Rich, Clerk to the Board

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

_____

Anthony Helton, Chief Finance Officer
County of Caldwell, NC

EXHIBIT A

Use of four offices, a conference room, and access to a work room. See attached.

Caldwell County Health and Human Services Building
2345 Morganton Blvd. – Lenoir, NC

1. Use of Four (4) Offices
    a. Offices - B336, B337, B338 and B339

2. Use of One (1) Conference Room

    a. Conference Room - B345

3. Access to One (1) Work Room

    a. Work Room - B335

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