

COUNTY OF ROWAN

THIS AGREEMENT of Interlocal Cooperation, pursuant to Part 5, Article 20 of Chapter 160A of the General Statutes of North Carolina, made and entered into as of the 12th day of November, 2024, by and between the City of Kannapolis, North Carolina (“Kannapolis”) and the Town of Landis, North Carolina (“Landis”), municipal corporations of the State of North Carolina (collectively the “Parties”):

WHEREAS, the Parties entered into the Treated Water Purchase Agreement dated December 5, 2016 (the “Water Purchase Agreement”) and Wholesale Sewer Sales Agreement date May 8, 2023 (the “Sewer Agreement”); and

WHEREAS, the Agreements provide for transfer of treated water and untreated wastewater between both Parties; and

WHEREAS, the Parties desire to undertake a study to evaluate wastewater treatment and pumping of untreated wastewater options (the “Study”).

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter made, Kannapolis and Landis agree as follows:

1. Purpose: The purpose of this Agreement is to set forth the terms under which the Parties will commission the Study and the terms of payment for the Study.
2. Kannapolis agrees to contract with the consulting engineer known as LKC Engineering and commission the Study based upon North Carolina wastewater treatment standards. LKC Engineering is determined by the Parties to be the best choice to undertake the Study based on their previous work and knowledge of the Kannapolis Design Standards and North Carolina wastewater treatment standards.
3. The Parties agree that the fee charged by the consultant to Kannapolis shall be divided between the Parties as follows:
 - a. Kannapolis to pay 100% of the fee due to the consultant.
 - b. Landis to pay 50% reimbursement of the fee to Kannapolis.
4. The total fee is estimated to be \$51,000 and the reimbursement amount shall not exceed 50% of the Study costs for Landis. Landis agree to make their respective reimbursement payments to Kannapolis not later than 30 days from the date of receipt of documentation of payment to the consultant by Kannapolis.
5. This Agreement may be amended by written addendum executed by all Parties; except that any expansion of the scope of this Agreement beyond the commissioning, contracting and payment for the Review shall require a separate agreement between the Parties.

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

CITY OF KANNAPOLIS, NORTH CAROLINA

By: _____
Mayor

ATTEST:

Clerk (SEAL)

Approved as to Form

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

City Attorney

Finance Director

TOWN OF LANDIS, NORTH CAROLINA

By: _____
Mayor

ATTEST:

Clerk (SEAL)

Approved as to Form

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

Town Attorney

Finance Director