

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

INTERGOVERNMENTAL
AGREEMENT BETWEEN BUNCOMBE COUNTY
AND CITY OF ASHEVILLE

THIS Intergovernmental Agreement made and entered into this ____ day of June, 2016, by and between the County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County"), and the City of Asheville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "City").

WHEREAS, Buncombe County and the City of Asheville wish to continue a partnership to study the implementation of an organic waste processing operation;

WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by NCGS §153A-445 and Ch. 160A, Art. 20, Part 1 Joint Exercise of Powers;

WHEREAS, this will be Phase II of the study and will focus on waste generation projections in Asheville and Buncombe County, projected program costs, and landfill capacity;

WHEREAS, the County and the City have determined that Environmental Infrastructure Consulting, PLLC (EIC") is best qualified to perform the work, and EIC has offered a proposal to perform the Phase II study at a cost of \$75,000;

WHEREAS, the Board of Commissioners previously authorized the execution of an agreement for Phase I by resolution dated August 6, 2013; and

WHEREAS, the City has agreed to reimburse the County for one half (1/2) of the cost of this work.

NOW THEREFORE, for and in consideration of the mutual promises contained herein as well as the benefits of the feasibility study the parties hereby agree to the following:

A. County will enter into a contract with EIC to conduct an Organic Waste Processing Feasibility Study City of Asheville/Buncombe County, a copy of which is attached hereto.

B. The County contract with EIC calls for seven (7) tasks to be completed and are briefly described as follows:

1. introductory report;
2. refine current and future waste generation projections;
3. estimate the amount of organic waste available for the proposed processing facility;

4. evaluate MSW collection system modification options;
5. project future solid waste program costs and landfill capacity;
6. draft final report; and
7. meetings.

C. City will participate with County in providing equipment, materials and information required by EIC for the study, will cooperate with EIC and County in facilitating the intents and purposes of the contract; and will attend progress meetings.

D. Upon payment by County to EIC for services rendered in form and manner satisfactory to County then City shall reimburse County one-half (1/2) of the contract not-to-exceed fee of \$75,000, or \$37,500. City will make such reimbursements to the County within thirty (30) days of the date of such reimbursement invoices.

E. Miscellaneous. (a) Notice. Except as otherwise provided in this Agreement, all notices and communications required to be sent pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand delivery, certified mail, return receipt requested, or by Federal Express or similar overnight courier service, addressed as follows: To City: Cathy Ball, Director of Public Works, City of Asheville, 70 Court Plaza, Asheville NC 28801. To County: Jon Creighton, Planning Director, 46 Valley Street, Asheville, NC 28801. All such notices and other communications, which are addressed as provided in this Paragraph, shall be effective upon receipt. The parties hereto may from time to time change their respective addresses for the purpose of notice to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents. (b) Whole Agreement. This Agreement contains all of the agreements and representations between the parties with respect to the subject matter hereof. None of the terms of this Agreement shall be waived or modified to any extent, except by written instrument signed and delivered by both parties. (c) Severability/Survival. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. The covenants contained in this Agreement, which by their terms require their performance after the expiration or termination of this Agreement, shall be enforceable notwithstanding the expiration or termination of this Agreement. (d) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina. (e) Duplicate Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. (f) Authority. The individuals signing this Agreement personally warrant that they have the right and power to enter into this Agreement on behalf of City and County, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement. (g) Captions. The captions or headings in this Agreement are inserted only as a matter of convenience and for reference and they in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in their respective names, the day and year first above written.

CITY OF ASHEVILLE

By: _____
Gary Jackson, City Manager

COUNTY OF BUNCOMBE

By: _____
Wanda Greene, County Manager