

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT, made and entered into this the ____ day of June, 2022, by and between the Buncombe County, a body politic and corporate of the State of North Carolina, hereinafter sometimes "County," and Leicester Volunteer Fire Department, Incorporated, a North Carolina non-profit corporation organized and doing business in the State of North Carolina, hereafter sometimes "Leicester Fire."

WITNESSETH:

WHEREAS, County owns and operates the Leicester Library located at 1561 Alexander Road in Leicester which facility is comprised of two (2) separate parcels of land as same are set forth and described in Book 2278, Page 156 Buncombe County Registry and a third parcel described in Book 4556, Page 813 in said registry;

WHEREAS, Leicester Fire has recently completed construction of a new fire station adjacent to the Leicester Library site;

WHEREAS, County and Leicester Fire share the driveway at its intersection with Alexander Road; and

WHEREAS, in support of the new Leicester Volunteer Fire Department building and the library, it has been identified that for safety purposes due to increased traffic at the intersection, an attenuation lighting system is required at the intersection.

NOW, THEREFORE, for valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. The NC Department of Transportation has determined that an attenuation light should be installed at the intersection which is a "flasher type" system and is not a stop light. When activated, lights flash in both directions of Alexander Road warning that a "vehicle entering when flashing." The total estimated cost of the system is Twenty-Five Thousand Dollars (\$25,000).

2. The County agrees to fund one-half of the cost of installation of this traffic up to a maximum of Twelve Thousand Five Hundred (\$12,500). Leicester shall have first have all such installation completed and upon presentment of paid receipt the County will reimburse Leicester fire as set forth herein.

3. § E-Verify. Leicester Fire shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Leicester Fire shall also require any and all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

4. Choice of Law. Mediation: Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Buncombe County Resident Superior Court

Judge shall name a mediator to hear the matter. The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.

Legal Proceedings. Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina.

5. The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inaction of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

6. The individual signatories below have the expressed and implied authority on behalf of their respective Boards to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.

IN WITNESS WHEREOF, County of Buncombe has caused this instrument to be executed by its Chairman, attested to by its Clerk, and its seal to be hereunto affixed all by authority duly given by resolution referenced above and of even date herewith this the day and year first above written.

BUNCOMBE COUNTY

By: _____
Avril M. Pinder
County Manager

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

Don Warn, Finance Director

Leicester Volunteer Fire Department, Incorporated

Theodore J. Godleski,
Chief and Board Secretary