

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ASHEVILLE
AND THE COUNTY OF BUNCOMBE

This Agreement is entered into effective July 26, 2023 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 of the State of North Carolina (hereinafter referred to as "City"). Collectively hereinafter referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, the Asheville City Council passed Resolution 20-128 supporting community reparations for Black Asheville on July 14, 2020;

WHEREAS, on August 4, 2020, the Buncombe County Board of Commissioners passed its Resolution to Support Community reparations for Black People in Buncombe County;

WHEREAS, the Community Reparations Commission ("CRC") requested a comprehensive audit targeted to cease the harms impacting the African American Community and a request for proposals ("RFP") was issued inviting qualified firms to apply;

WHEREAS, City and County staff have reviewed responses to the RFP, interviewed applicants, and have selected the best qualified applicant for recommendation to the CRC membership, City Council and Board of Commissioners to conduct this audit;

WHEREAS, the Parties are authorized to execute and enter into this Interlocal Agreement pursuant to G.S. § 160A-461;

WHEREAS, City and Buncombe County find that it is in the best interests of both parties to agree as follows:

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement and the mutual reliance placed by each party on the responsibilities of the other, and such other considerations as the parties agree are good and sufficient, it is agreed as follows:

1. Purpose: the parties will share financial responsibility under the audit contract to be entered into with the best qualified applicant for the comprehensive audit targeted to cease the harms

impacting the African American Community. Buncombe County will contract with the audit firm and the City of Asheville will be a third-party beneficiary to the contract.

2. Duration: this Agreement shall remain in force until completion of the audit and delivery of a final report and recommendations.

3. Payment: the RFP under consideration for contract lists a price of \$174,375 for the audit project. The City and County will share this cost equally. Any additional costs may be accepted by the Parties with express written consent. Provided, however, that either party may accept or request additional efforts by the audit firm outside of the RFP and scope of work. In such event the Party requesting such additional efforts shall be solely responsible for those additional costs and the Parties will cooperate in preparation of a contract change order identifying such additional work and financial responsibility.

4. Amendments: This Agreement constitutes the entire Agreement between the Parties. This Agreement may be amended, supplemented or modified only by duly executed written instruments as an amendment to this agreement.

5. Termination: The agreement may be terminated by either party for cause and /or violation of the Agreement upon thirty (30) days written notice.

6. Governing Law: This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.

7. Severability: Should any provision or provisions contained in this Agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.

8. Notices: In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or requiring to provide such notice shall provide it in writing, by email to the other party at the address listed below:

City of Asheville: Brenda Mills, MPA
Director, Equity and Inclusion, city of Asheville
Phone: 828-232-4517
email: bmills@ashevillenc.gov

Buncombe County: Dr. Noreal Armstrong, PhD.
Chief Equity and Human Rights Officer
828-250-6523
email: noreal.armstrong@buncombecounty.org

NOW THEREFORE, the parties hereby make, agree, and execute this Agreement by the below signatures of duly authorized officials or agents.

CITY OF ASHEVILLE

BUNCOMBE COUNTY

Debra Campbell, City Manager

Dakisha "DK" Wesley,
Assistant County Manager