

**STATE OF NORTH CAROLINA**

**INTERLOCAL AGREEMENT**

**COUNTY OF BUNCOMBE**

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BUNCOMBE AND CITY OF ASHEVILLE REGARDING THE CONSTRUCTION OF SIDEWALKS ON N LOUISIANA AVENUE**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Asheville a municipal corporation organized and existing pursuant to the laws of the State of North Carolina (hereinafter called "City"), and the County of Buncombe, a body politic organized and existing pursuant to the laws of the State of North Carolina; (hereinafter called "County"):

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-445 and N.C. Gen. Stat. § 160A-461, the City and County may enter into agreements in order to execute a governmental undertaking;

WHEREAS, the County desires to construct sidewalks to improve pedestrian traffic along North Louisiana Avenue; and

WHEREAS, the City has the technical knowledge and ability to design and construct said sidewalks; and

WHEREAS, the City is in receipt of full federal funding for the construction of a sidewalk and associated support structures extending from the City's jurisdiction into the jurisdiction of the County on North Louisiana Avenue from Emma Road to Mosswood Road, which is intended to serve the Emma Elementary School;

NOW, THEREFORE, in consideration of mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective parties hereto, the City and County agree as follows:

1. The City and County agree work together using federal funding to construct a sidewalk along North Louisiana Avenue from Emma Road to Mosswood Road. This area is located in the County's territorial jurisdiction and the City's extra territorial zoning jurisdiction.
2. The City will Serve as lead agency; provide planning and design services; acquire and manage all funds needed for construction; obtain all necessary easements; obtain all permits and approvals; initiate the encroachment agreement process with NCDOT; construct or cause to be constructed the sidewalk and associated infrastructure; and perform construction inspection.

3. The County shall assist the City in executing all required documentation included but not limited to accepting all necessary easements and signing encroachment agreements so that the City can construct the project.

4. The County shall be financially responsible for ongoing maintenance; be responsible for responding to any and all claims alleging injury resulting from a defect or problem with the sidewalk; and accept ownership of the sidewalk and associated support structures and associated liability.

5. Each party recognizes that the success of this undertaking is dependent upon the full cooperation of the other party, without which, the project will be substantially compromised. As such, each party commits not to withdraw from the project. Upon failure to comply with the terms of this Agreement for withdrawal, the other party shall be solely responsible for any and all damages accruing to the other party as a result of such withdrawal.

6. Upon the completion of the construction, the sidewalk, the County shall be responsible for all upkeep and maintenance of the sidewalk in its territorial jurisdiction. The County may contract with the City for maintenance services or use a third party contractor.

7. This Agreement may only be modified in writing and executed by both parties.

8. This Agreement is not to be construed as creating any third party beneficiaries and may only be enforced by the parties herein.

9. Notices to either party may be made by sending a letter, first class mail to the following addresses:

**For City of Asheville**

Director of Public Works  
P. O. Box 7148  
Asheville, North Carolina 28801

**For County of Buncombe**

Planning Director  
Buncombe County Planning and  
Development  
46 Valley Street  
Asheville, North Carolina 28801

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF ASHEVILLE

\_\_\_\_\_  
Magdalene Burleson, City Clerk

\_\_\_\_\_  
Terry M. Bellamy, Mayor

ATTEST:

BUNCOMBE COUNTY

\_\_\_\_\_  
Kathy Hughes, Clerk to the Board of  
County Commissioners

\_\_\_\_\_  
David Gantt, Chairman  
Board of County Commissioners

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

I, \_\_\_\_\_ a Notary Public of the State and County aforesaid, do hereby certify that Magdalene Burleson personally appeared before me and acknowledged that she is City Clerk of the City of Asheville and that she acknowledged the execution of the foregoing instrument by its Mayor and attested by herself as its Clerk.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

I, \_\_\_\_\_ a Notary Public of the County and State aforesaid certify that Kathy Hughes personally came before me this day and acknowledged that she is the duly appointed Clerk of the Board of Commissioners of the County of Buncombe, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its said Board Chairman, sealed with its corporate seal and attested by herself as its Clerk.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_