

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

**INTER-LOCAL AGREEMENT BETWEEN THE CITY OF ASHEVILLE
AND THE COUNTY OF BUNCOMBE, NC**

This Agreement is entered into on July 24, 2018 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 "City"). This agreement will be valid until June 30, 2019.

WHEREAS, per City Council Resolution No. 16-64, the County and the City committed to working to delay or avoid the construction of an additional fossil fuel-powered combustion turbine electricity generating facility at the Asheville Plant in 2023; and

WHEREAS, per City Council Resolution No. 16-64, Duke Energy Progress has agreed to co-convene with the City and County a joint Energy Innovation Task Force (EITF) to transition to a cleaner, affordable and smarter energy future through active community engagement, greater promotion of and access to energy efficiency and demand-side management programs; and

WHEREAS, per City Council Resolution No. 18-5, the City approved the recommendations of the EITF to be incorporated into the City's Sustainability Management Plan; and

WHEREAS, the City, per City Council approved budget on June 19, 2018 which includes funds for the EITF recommendations, and County both have reserved general funds to pursue opportunities for renewable energy and storage installation on municipal buildings and properties; and

WHEREAS, per County Resolution #17-12-06 the County adopted a goal of 100% renewable energy for County government by 2030 and County wide within 25 years; and

WHEREAS, the City and County mutually wish to partner on this initiative and find that, under the terms of this Agreement, it is in the best interests of both parties and that the undertaking will benefit the public; and

WHEREAS, the County will administer the funds that are provided by the City, along with the County funds from the Clean Energy Fund to contract for renewable energy planning services.

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

Description

The EITF has committed the City and County to transition Buncombe County to a clean energy future. Both the City and County have budgeted for funds to support the work of the EITF and to that end, the City and County would like to partner to examine what it would take to transition the City and County to renewable energy to guide the work of the EITF as it promotes policies, programs and to encourage a clean energy future. The RFP is intended to result in a partnership to explore renewable energy development pathways, and the implications of such development. The RFP also seeks information on opportunities and challenges associated with providing communities with renewable energy and to reveal how such arrangements can be used to fulfill the renewable energy goals of Asheville and Buncombe County.

1. CITY RESPONSIBILITIES:

- a. Review the RFP for Renewable Energy Planning Services.
- b. Participate in the selection committee for the consultant including RFP review, scoring and interviews.

- c. Review and approve final renewable energy planning services document.
- d. Pay for 50% of the total contract not to exceed \$50,000.
- e. Process invoice(s) in a timely fashion according to City policies and procedures.

2. COUNTY RESPONSIBILITIES

- a. Post RFP in accordance with local governmental procedures
- b. Include the City in the selection committee for the RFP review, scoring and interviews.
- c. Manage communications with RFP respondents and schedule review process with selection committee.
- d. Provide fiscal management and oversight of all funds used for the contract for the renewable energy planning services.
- e. Submit an invoice to the City that describes the services provided under the agreement.

3. ACCOUNTABILITY AND FINANCIAL REPORTING

- a. Each party shall make available such records and accounts including property, personnel and financial records as are deemed necessary to assure a proper accounting and financial reporting.

4. INDEMNIFICATION AND INSURANCE

Indemnification: The City agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the City in connection with the performance of this contract.

The County agrees to indemnify and hold harmless the City and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the County in connection with the performance of this contract.

Insurance: The City is self-insured for general liability and maintains excess general liability coverage up to \$15,000,000 per occurrence: Including coverage for bodily injury and property damage. In addition, the City is self-insured for workers' compensation and maintains excess workers' compensation coverage per statutory requirement and carries \$1,000,000 of employer's liability insurance. The City shall provide a copy of its self-insurance certificate and evidence of excess general liability and workers' compensation coverage at the time of execution of this Agreement.

The County is self-insured for general liability and maintains excess general liability coverage up to \$15,000,000 per occurrence: Including coverage for bodily injury and property damage. In addition, the County is self-insured for workers' compensation and maintains excess workers' compensation coverage per statutory requirement and carries \$1,000,000 of employer's liability insurance. The County shall provide a copy of its self-insurance certificate and evidence of excess general liability and workers' compensation coverage at the time of execution of this Agreement.

- (a) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the City and County.
- (b) The City and County shall comply at all times with all lawful terms and conditions of each of its insurance policies and all lawful requirements of its insurer.
- (c) The City and County shall each demonstrate compliance with the requirements of this paragraph by submitting Certificates of Self-Insurance to each other.

5. LAWS

The City and the County agree to comply with all federal, state and local laws in the course of its business and as a condition of this Agreement. The City and County agree to provide the other any information necessary should they require additional documentation.

6. GOVERNING LAW

This agreement and the rights and obligations of the parties hereunder shall be governed in all respects by the laws of the State of North Carolina. This agreement and documents made in connection with its performance are or may be public records pursuant to North Carolina law.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire written Agreement of the parties with respect to the matters set forth herein. The Agreement may be revised, extended or amended by written agreement by both parties.

8. 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 effect.

9. E-VERIFY

E-Verify Employer Compliance: Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>

10. NON-DISCRIMINATION

In accordance with State and Federal laws, each party shall not discriminate against any person on the basis of sex, national origin, race, ethnic background, color, religion, age or disability in its program activities related to this Agreement.

11. REPRESENTATIVES

The County's designated representative and mailing address of the representative is as follows:

Buncombe County Office of Sustainability
Attention: Jeremiah P. LeRoy
200 College Street, Suite 400
Asheville, NC 28801
jeremiah.leroy@buncombecounty.org
828-250-4976

The City's designated representative and mailing address of the representative is as follows:

Cathy Ball
PO Box 7148
Asheville, NC 28802
cball@ashevillenc.gov
828-259-5604

Daily Contact for the City

Bridget Herring
PO Box 7148
Asheville, NC 28802
bherring@ashevillenc.gov
828-259-5558

ATTEST:

CITY OF ASHEVILLE

By: _____
(Cathy Ball, Interim City Manager)

Magdalen Burleson, City Clerk
(Official Seal)

(Title)

(Date)

State of North Carolina
County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and voluntarily acknowledged that she is the City Clerk of the City of Asheville, a North Carolina municipal corporation, and that by authority given and as an act of the corporation, that the foregoing instrument was signed in its name by the City Manager and attested by herself its City Clerk.

Witness my hand and Notarial stamp or seal this _____ day of _____, 20_____.

My Commission Expires: _____

Notary Public

Print or Type Name

ATTEST:

BUNCOMBE COUNTY

Lamar Joyner, County Clerk
(Official Seal)

By: _____
(George Wood, Interim County Manager)

(Title)

(Date)

State of North Carolina
County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that Lamar Joyner personally appeared before me this day and voluntarily acknowledged that he is the County Clerk of Buncombe County, a North Carolina municipal corporation, and that by authority given and as an act of the corporation, that the foregoing instrument was signed in its name by the County Manager and attested by himself its County Clerk.

Witness my hand and Notarial stamp or seal this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

Print or Type Name