

**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 January 21, 2020 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 CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina (hereinafter "City").

WHEREAS, In early 2016 the City, County and Duke Energy Progress agreed to establish the Energy Innovation Task Force to meet the goal of co-creating a clean energy future for the region;

WHEREAS, per City Council Resolution No. 18-279, the City established a goal to transition to 100% renewable energy from fossil fuel energy by December 31, 2030 and support the County's community-wide goal to transition to 100% renewable energy from fossil fuel energy by December 31, 2042; and

WHEREAS, per County Commission Resolution No. 17-12-06, the County established a goal to transition to 100% renewable energy from fossil fuel energy by December 31, 2042; and

WHEREAS, the City, County and Duke Energy Progress will officially change the name of the Energy Innovation Task Force to the Blue Horizons Project Community Council; and

WHEREAS, as a component of its work the Blue Horizons Project will focus on energy efficiency and weatherization services for low income households within Buncombe County; and

WHEREAS, County Commission authorized the County to enter into this Interlocal Agreement with the City regarding the issuance of a joint request for proposals for Energy Campaign Coordination Services; and

WHEREAS, City and County partnering on this project will provide increased transparency and resources for the project; and

WHEREAS, 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, City and County agree this is a multi-jurisdiction solicitation with the City giving the County authority to release the solicitation on its behalf; and

WHEREAS, the both the City and County will contract with and administer funds for services with the awarded proposal.

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:

1. CITY RESPONSIBILITIES:

- a. Assist in drafting and reviewing the RFP for Blue Horizons program management.
- b. Participate in the selection committee for these services including RFP review, scoring and interviews.
- c. Facilitate and manage a contract for Energy Campaign Coordination services.
- d. Contract with the selected organization for services selected in the awarded proposal

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. Facilitate and manage a contract for Energy Campaign Coordination services.
- e. Contract with the selected organization for services selected in the awarded proposal

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 of 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 of 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 \$7,000,000 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:

Debra Campbell, City Manager
PO Box 7148
Asheville, NC 28802
cball@ashevillenc.gov
828-259-5604

Daily Contact for the City
Bridget Herring
Energy Program Coordinator
PO Box 7148
Asheville, NC 28802
bherring@ashevillenc.gov
828-259-5558

ATTEST:

CITY OF ASHEVILLE

By: _____
(Debra Campbell, 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

By: _____
(Avril Pinder, County Manager)

_____, County Clerk
(Official Seal)

(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