

**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 March \_\_\_\_, 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 "City"). This agreement will be valid until December 31, 2023.

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

WHEREAS, onsite renewable energy systems will support City Council Resolution No. 11-77 to reduce the municipal carbon footprint at a rate of 4% per year; and

WHEREAS, City Council Resolution No. 22-214 authorized the City to enter into this Interlocal Agreement with Buncombe County to study the feasibility of installing a solar energy system on the North Fork Reservoir; and

WHEREAS, the City and County partnering on this project will reduce the fiscal burden from the City to study installing a floating solar energy system on the North Fork Reservoir; and

WHEREAS, pursuant to GS §160A-461 and GS §153A-445, the city and County may enter into contracts or agreements with other governmental entities to execute a joint undertaking

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.

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. Work with Buncombe County staff and associated vendors to provide information and access to the selected City sites.
- b. Participate in determining what studies are required to measure feasibility.
- c. Work with Buncombe County staff to compile the final feasibility report for North Fork Reservoir.
- d. The City shall have no responsibility for the costs of this feasibility study.

**2. COUNTY RESPONSIBILITIES**

- a. Retain professional services for feasibility studies identified by the City/County project team.
- b. Manage vendor outreach, procurement, agreements for all professional services required and all fees associated with such services.
- c. Provide fiscal management and oversight of all funds used for the contract for the renewable energy feasibility site assessments.
- d. The County shall have sole responsibility for the costs of this feasibility study.

**3. TERM OF AGREEMENT**

This agreement will be valid until December 31, 2023 unless otherwise agreed to by the parties.

#### **4. 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.

#### **5. 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 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 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.

#### **6. 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.

#### **7. 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.

#### **8. 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.

## **9. 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.

## **10. 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>

## **11. 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.

## **12. 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](mailto: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  
[dcampbell@ashevillenc.gov](mailto:dcampbell@ashevillenc.gov)  
828-259-5604

Daily Contact for the City:  
Bridget Herring  
Sustainability Director  
PO Box 7148  
Asheville, NC 28802  
[bherring@ashevillenc.gov](mailto:bherring@ashevillenc.gov)  
828-259-5558

**ATTEST:**

**CITY OF ASHEVILLE**

By: \_\_\_\_\_  
(Debra Campbell, City Manager)

\_\_\_\_\_  
Magdalen Burleson, City Clerk  
(Official Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.**

\_\_\_\_\_  
**City of Asheville Chief Financial Officer**      **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)

**This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.**

\_\_\_\_\_  
**Buncombe County Chief Financial Officer**      **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