

**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 April 18, 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 CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina (hereinafter "City"). This agreement will be valid until December 31, 2042.

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. 20-18, signed on January 28, 2020, the City, County and Duke Energy Progress will officially dissolve the Energy Innovation Task Force and will replace it with the Blue Horizons Project Community Council; and

WHEREAS, the Blue Horizons Project Community Council will advise the work of the Blue Horizons Project as outlined in the Blue Horizons Project Charter; and

WHEREAS, per City Council Resolution No. 23-23, signed on February 14, 2023, City Council authorized the City Manager to enter into this Interlocal Agreement with the County regarding the process to be followed in the selection of vendors for the management and implementation of the Blue Horizons 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, both the City and County will administer funds to contract for the implementation of the Blue Horizons Project. as defined in the Blue Horizons Project Charter

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 with the selected vendor for the Blue Horizons Project as defined in the Blue Horizons Project Charter.

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 a review process with the selection committee.
- d. Facilitate and manage a contract with the selected vendor for the Blue Horizons Project as defined in the Blue Horizons Project Charter.

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 \$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 shall be governed by the laws of the State of North Carolina and should any claim or dispute arise between the Parties that cannot be resolved amicably, then any action to enforce or interpret its terms shall be brought in the General Court of Justice of Buncombe County, North Carolina which shall have venue and jurisdiction over the subject matter and the Parties. All rights and remedies of County under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law or by equity. The Parties hereby agree that this paragraph establishes exclusive and sole venue and jurisdiction for any legal proceeding in Buncombe County, North Carolina.

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
Sustainability Director
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

(Official Seal) _____, County Clerk

By: _____
(Avril Pinder, 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