

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

THIS SERVICES CONTRACT, made and entered into this 1st day of July 2022, by and between the City of Asheville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "City"), and Green Built Alliance (Non-Profit Corporation) hereinafter referred to as ("CONTRACTOR").

WITNESSETH:

Upon the terms and conditions hereinafter set forth, the City has requested and CONTRACTOR has agreed to furnish the City with services as set forth in this contract. The City and CONTRACTOR agree as follows:

A. TERMS AND CONDITIONS:

1. CONTRACTOR shall provide services to implement and manage the Blue Horizons Project and Blue Horizons Project Community Council as set forth more explicitly in **Exhibit A**.
2. The term of this contract shall be from July 1, 2022- June 30, 2023
3. The City will compensate the CONTRACTOR a maximum amount of \$100,00.00. The CONTRACTOR shall bill the City on a quarterly basis. If the contract exceeds the aforementioned threshold, the City must amend or renew the contract in accordance with all applicable City policies.
4. The CONTRACTOR shall provide a timekeeping record of all services rendered and a description of duties performed. All documentation of services rendered shall be submitted to the City of Asheville for review and payment of services. These invoices shall be submitted on a quarterly basis. The City shall pay all invoices within thirty (30) days of submittal.
5. Any employees furnished by CONTRACTOR, pursuant to this contract, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, license, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this contract.
6. **INSURANCE:** The CONTRACTOR agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The CONTRACTOR shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the CONTRACTOR's general liability policy and provide a waiver of subrogation on the CONTRACTOR's general liability and workers'

compensation policies. In the event of bodily injury, property damage, or financial loss caused by CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's services performed under this Agreement, the CONTRACTOR's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the CONTRACTOR and CONTRACTOR's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the CONTRACTOR has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City. Upon request, the CONTRACTOR shall provide the City copies of their insurance policies.

Commercial General Liability: \$1,000,000 per occurrence
Commercial Auto Liability: \$1,000,000
Excess (Umbrella) Liability: \$1,000,000
Workers' Compensation: Statutory
Employer's Liability: \$500,000

Certificate of Insurance lists City of Asheville, PO Box 7148, Asheville, NC 28802, as Certificate Holder.

7. **CONTRACTOR shall indemnify and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liabilities, losses, costs, claims, damages, expenses, attorney fees, judgments and awards that are proximately caused by the negligent acts or omissions of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. The Contractor shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. The Contractor hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder. Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.**
8. Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.
9. The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.
10. CONTRACTOR shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.
11. CONTRACTOR shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document Contractor's performance. The City shall have a right to access the fiscal and other records of

CONTRACTOR that are pertinent to this Agreement to perform examinations and audits. CONTRACTOR shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

- B. TERMINATION AND MODIFICATION: This contract may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this contract by registered mail, certified mail or by other means.
- C. ENTIRE AGREEMENT: This agreement contains the entire agreement between the parties.
- D. 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 full force and effect.
- E. GOVERNING LAW: This contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.
- F. ASSIGNABILITY: This contract is not assignable by either party without the prior written consent of the other party.
- G. REQUIREMENTS OF CITY CONTRACTS:
 - 1. CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. CONTRACTOR hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of CONTRACTOR, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.
 - 2. DRUG FREE WORKPLACE
The City is a drug-free workplace employer. By executing this contract, CONTRACTOR certifies that they and their subcontractors shall comply with the City's Drug Free Workplace policy. This policy may be viewed at the following: [Drug Policy](#)
 - 3. E-VERIFY EMPLOYER COMPLIANCE
By executing this contract, the CONTRACTOR and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes, certify they shall 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: <https://www.e-verify.gov/>

4. ASHEVILLE BUSINESS INCLUSION POLICY

Asheville Business Inclusion Policy. The City enacted the Asheville Business Inclusion Policy to encourage participation by women and minority businesses in the public bidding process. The purpose of this outreach effort is to increase the likelihood of availability and utilization in the award of contracts. The Contractor is hereby notified that this Agreement is subject to the provisions of that Policy. The Contractor has an ongoing affirmative obligation to meet or exceed any subcontracting goals set in accordance with the ABI Policy for the duration of the Contract. Any modifications to the subcontracting plan provided to the City shall be submitted to City in writing in compliance with the [ABI Policy](#) specifications.

5. NON-APPROPRIATION CLAUSE:

Notwithstanding any other provisions of this Agreement, if the City does not receive said funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

6. IRAN DIVESTMENT and ISRAEL BOYCOTT:

City of Asheville staff are responsible for verifying that the bidder/contractor is not listed on the Iran Divestment List or the Companies Boycotting Israel Final Divestment List published by the NC State Treasurer pursuant to N.C.G.S. 147-86.60 and 147-86.82. The City shall not contract with any company or their affiliates listed on these divestment lists.

****See Seamless Doc for execution signatures****

Contract Signature Page

Council Resolution # _____ (if applicable)

IN WITNESS WHEREOF, each party has caused this agreement to be executed by its duly authorized official as of the day and year written below.

The Department Director by Written Approval conveys that this contract has been reviewed and presented for approval by the City of Asheville.

DATE
Department Director

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

DATE
Chief Financial Officer

City Manager's signature, if required

DATE
City Manager

CORPORATION SIGNATURE FORM

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

Green Built Alliance
(Insert Name of Corporation)

By: Paul Frank Easter
(Insert signature and title of officer)

STATE OF NC

COUNTY OF Buncombe

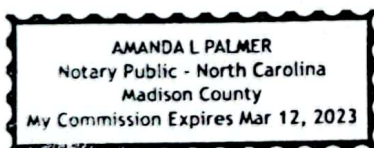
I, Amanda L. Palmer, Notary Public of the aforesaid County and State,
certify that Samuel Mark-Easter personally came before me this day and
(Insert Name of Person Signing)

acknowledged that he/she is N/A of Green Built Alliance
(Insert Title of Office) (Insert Name of Corporation)

corporation, and that he/she, as Executor, being authorized to do so,
(Insert Title of Person Signing)
executed the foregoing on behalf of the said corporation.

Witness my hand and notarial seal this 29 day of June, 2022

(Official Seal)



Amanda L. Palmer
Official Signature of Notary

Amanda L. Palmer
Notary's Printed or Typed Name

Notary Public

My Commission Expires: 3/12/23

Exhibit A - Scope of Work

Background

[Resolution 20-18](#) recognized that the work of the Energy Innovation Task Force (EITF) has been completed and created the Blue Horizons Project Community Council (BHPCC) to advise the [Blue Horizons Project](#) (BHP) to achieve the 100% community wide renewable energy goal by 2042. The Blue Horizons Project will advance this goal through energy efficiency, education and renewable energy programs. [Resolution 20-19](#) authorized an interlocal agreement for the City and County to support one nonprofit to implement and manage the Blue Horizons Project and Blue Horizons Project Community Council.

The activities and deliverables included in this Scope of Work are limited to activities and outputs supported through City and County funding and are separate from any other funding agreements that may be in effect during the term of this contract. In order to be impactful and efficient in this work it is critical that planning, implementation, and evaluation be done in collaboration with complementary work of BHPCC, GBA, and partner agencies and initiatives. City and County support of this work intends to catalyze community-based engagement and solutions to climate change and leverage additional funding to scale up programming and impact.

Examples of planned FY23 complementary work which is outside of this Scope of Work:

- Under American Rescue Plan Act (ARPA) funding (Authorized through Council Resolution 22-92 in the amount of \$250,000.)
 - Deliver ARPA funded heat pump repair and installation program.
 - 25 New minisplits
 - 15 Solar PV systems
 - 35 Refrigerator upgrades
 - Manage installation of ARPA funded solar rooftop systems on low-income family homes.
- Facilitate community-member led volunteer groups to pursue additional 100% renewable strategies like agrivoltaic incubators (NSF grant) and utility scale solar.
- Expand energy efficiency work at homes served with additional utility fee-for-service based funding.

Recognizing that this campaign is driven by the community, the following scope of work may be amended based on recommendations from the Blue Horizons Project Community Council, at the request of the Contractor, the Green Built Alliance, and subject to availability of funding. Any proposed amendments to the scope of work must be submitted and approved in advance of any work conducted.

Summary of FY22 Accomplishments & Recommendations which informed the FY23 contract deliverables: The [FY22 third quarter report](#) along with Program Evaluation Metrics [Report](#) and [Presentation](#) document accomplishments, challenges, and residents served through BHPCC, residential, and commercial focused activity.

Contract # 92300067

FY23 Scope of Work

Contract Administration

- Provide reporting, administration, evaluation, and overall project and contract management for BHPCC, Residential, and Commercial projects as outlined in Scope of Work
 - Prepare complete quarterly invoices including documentation and check-in with City Staff quarterly to update on all initiatives and accomplishments.
 - Provide mid-term written report in November 2022 and final report in May 2023
 - Conduct Program Evaluation documenting metrics on program impact and resource allocation and share results with BHPCC in May 2023 meeting.

Blue Horizons Project Community Council Administration; provide administrative and evaluation support to the BHPCC and host meetings (including main meetings and subcommittee meetings) in accordance with [NC Open Meeting laws and procedures](#)

- Support the increased membership and participation of BIPOC community members through community engagement, compensation and/or other strategies as determined by community leadership and BHPCC.
- Meet monthly with City and County staff to review and approve the BHPCC agenda with a goal to ensure that the agenda addresses contract outputs and efforts supporting the 100% community-wide RE goal.
- Facilitate monthly BHPCC and working subcommittee meetings
- Report BHP activities and any new proposed activities to BHPCC bi-annually for review and recommendation. This includes evaluation of past and current efforts to determine the most effective pathways for improving community clean energy projects and programs. The results of these recommendations should be provided to City and County staff in May 2023.

Residential Sector Energy Efficiency Engagement and Project Management; provide free in-house energy retrofits on multifamily units managed by the Housing Authority of the City of Asheville (HACA), site built, and mobile homes of low income households. Provide educational videos, Home Energy Chats, workshops and presentations as outlined in Community Engagement Strategy. Eligible clients and program participants will be recruited through neighborhood canvassing, client and non-profit collaborator referrals, and social media and community outreach.

- Implement, Evaluate, and Report Energy Savers Network (ESN) Program
 - Develop recruitment and outreach materials to reach ESN clients
 - Provide in-house energy retrofits on 88 homes (176 total for City and County July 2022-June 2023). Subcontractors United Community Development may be engaged to support the target number of homes served.
 - Price per ESN home billed under this contract:
 1. \$600/home for ESN site-built and mobile homes (this price

- includes staffing and all purchased supplies and materials). Not to exceed \$52,800.
- Provide basic EE upgrades for 25 (50 total for City and County) Housing Authority of the City of Asheville (HACA) apartments
 - Price per HACA home billed under this contract:
 - \$150/home for HACA apartments (this price includes staffing and all purchased supplies and materials). Not to exceed \$3,750.
- Report program status with quarterly invoice and in bi-annual reporting. Program reporting shall include:
 - Utilized program reporting spreadsheet (from approved template)
 - # of homes receiving ESN services, identifying total for those in City limits and those in the County
 - # of utility data permission forms signed
 - # of outreach events
 - # of volunteers supporting the project
 - Key barriers and strategy updates to overcome them
 - Lessons learned and their impact(s) on the program
 - Recommendations for the program in future iterations
 - Links to any social media, important supporting documents, etc.
 - Receipts for all materials requested for reimbursement
- Perform and annually report measurement and verification in accordance with US DOE protocols (e.g. [4.3.1 of US Department of Energy's Uniform Methods Project, Chapter 8: Whole Building with Consumption Data Analysis Evaluation Protocol](#)). This report period should analyze data in the calendar year 2022 January- December with a report delivered by March, 2023. Include:
 - Measures installed
 - Utility data
 - Blower door test results if applicable (done on all-electric homes)
 - Photos of projects and measures completed
 - Field verification of at least 5% of houses completed
- Plan and conduct marketing and outreach for Blue Horizons Project and support implementation of Community Engagement Strategy
 - Execute the revised [FY23 Community Engagement Plan](#) in collaboration with BHPCC utilizing [FY22 program evaluation](#) and existing resources such as the [Energy Burden Map](#) and [Climate Justice Data Map](#)
 - Maintain and update Blue Horizons Project website and social media
 - Develop marketing materials for existing and new BHP programs (Videos, blog posts, print, TV and radio advertisements)
 - Develop and post resources and videos to promote energy efficiency and renewable energy programs and resources
 - Staff and/or coordinate volunteers for community events, home energy advice events, and presentations to promote BHP initiatives as outlined in BHPCC's

community engagement strategy

- Provide Home Energy Chats outreach, program implementation and follow up
- Engage Duke Energy in improving their energy efficiency programs including:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bankers Insurance, LLC 120 Crown Drive, Suite A Danville VA 24540	CONTACT NAME: Katie E Vipperman PHONE (A/C. No. Ext): 434-441-4677 E-MAIL ADDRESS: kvipperman@bankersinsurance.net FAX (A/C. No): 800-899-0146
INSURED Green Built Alliance PO Box 2594 Asheville NC 28802	INSURER(S) AFFORDING COVERAGE INSURER A: Allmerica Financial Benefit Insurance Company INSURER B: Hanover Insurance Company INSURER C: Hanover American Insurance Company INSURER D: INSURER E: INSURER F:
License#: 6387078 GREEBUI-01	NAIC # 41840 22292 36064

COVERAGES**CERTIFICATE NUMBER:** 648448222**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		OHRH655096	6/10/2022	6/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AWRH637501	6/10/2022	6/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WZRH990941	4/6/2022	4/6/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an Additional Insured under the General Liability as respects to work performed by the Named Insured when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Asheville
PO Box 7148
Asheville NC 28802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Asheville's Review of NC State Treasurer's Divestment Lists

Contract 

Direct Payment/Check Request (For Invoices over \$1,000 and under \$5,000 without a PO or Contract)

Bid/RFP/RFQ Number:

Contract Number:

Name of Vendor or Contractor: Green Built Alliance

Iran Divestment Act (IDA) required by N.C.G.S. 147-86.60 and Divestment from Companies Boycotting Israel required by N.C.G.S. 147-86.82

As of the date listed below, the vendor or contractor named above is not listed on the Iran Final Divestment List or the Companies Boycotting Israel Final Divestment List published by the State Treasurer pursuant to N.C.G.S. 147-86.60 and 147-86.82.

The undersigned hereby confirms that he or she has acknowledged the vendor or bidder named above is not on the NC Treasurer's Iran Final Divestment List or the Companies Boycotting Israel Final Divestment List as of this date.

Please type in your Name, Title, Department, and Date in the space below

Kiera Bulan, Sustainability Program Manager, Office of Sustainability - 7/1/22

Notes to persons signing this form:

N.C.G.S. 147-86.60 prohibits local governments from contracting with a company included on the Treasurer's Iran Final Divestment List. N.C.G.S. 147-86.82 prohibits local governments from contracting with a company included on the Treasurer's Companies Boycotting Israel Final Divestment List. Review of these lists is required at the following times:

- When a contract is entered into
- When a contract is renewed or assigned

This form is not required for any inter-governmental agency agreements.

This form is required for all contracts and all direct payments over \$1,000.

The State Treasurer's Iran Final Divestment List, Iran Parent and Subsidiary Guidance, as well as Other Divestment Policies, and Companies Boycotting Israel Final Divestment List can be found on the State Treasurer's website (Divestment and Do-Not-Contract Rules page) and will

Iran Divestment Act (IDA) and Divestment from Companies Boycotting Israel Review

*Temporary electronic use. No physical signature required.

City of Asheville's Review of NC State Treasurer's Divestment Lists

be updated annually.

Iran Divestment Act (IDA) and Divestment from Companies Boycotting Israel Review
*Temporary electronic use. No physical signature required.

Rev. 03.17.2020

RESOLUTION NO. 22- 178

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH GREEN BUILT ALLIANCE TO IMPLEMENT AND MANAGE THE BLUE HORIZONS PROJECT AND BLUE HORIZONS PROJECT COMMUNITY COUNCIL

WHEREAS, the City of Asheville has authority pursuant to Article 3 of Chapter 160A of the North Carolina General Statutes to enter into contracts for services with other entities; and

WHEREAS, the Blue Horizons Project will engage our community to provide cost effective services, programs, and new products they value through investment in clean renewable ways to power Western North Carolina; and

WHEREAS, City residents and businesses will have a greater ability to participate in the Blue Horizons Project through the Blue Horizons Project Community Council and seize the opportunity to use renewable energy and participate in energy efficiency and demand side management programs to increase the City's resilience; and

WHEREAS, on January 28, 2020 through Resolution 20-18 City Council dissolved the joint City-County Energy Innovation Task Force and replaced it with the Blue Horizons Project Community Council which will be implemented and managed by a local non-profit to be select by an RFP process; and

WHEREAS, on January 28, 2020 through Resolution 20-19 City Council authorized an interlocal agreement with Buncombe County to issue a joint request for proposals ("RFP") for a local non-profit organization to implement and manage the Blue Horizons Project and Blue Horizons Project Community Council; and

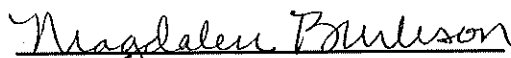
WHEREAS, the RFP was advertised by Buncombe County on May 6, 2020 and only one response was received, the one from Green Built Alliance; and

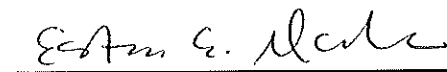
WHEREAS, the City and County contracted with Green Built Alliance in fiscal year 2021 and 2022 to implement the Blue Horizons Project but are required to renew annually based on budget availability;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

The City Manager is hereby authorized to execute a contract with the Green Built Alliance in the amount of \$100,000 for fiscal year 2023 to continue to implement and manage the Blue Horizons Project and Blue Horizons Project Community Council.

Read, approved and adopted this the 23rd day of August, 2022.


City Clerk


Mayor

Approved as to form:


City Attorney



Kiera Bulan <kbulan@ashevillenc.gov>

Re: Document Completed: New ABI Policy Exemption Request Form ReceivedGreen Built Alliance FY23 Service contract for activities related to City of Asheville resolution 19-107 supporting the Blue Horizons Project Coordination.

1 message

Bridget Herring <bherring@ashevillenc.gov>
To: Kiera Bulan <kbulan@ashevillenc.gov>

Tue, Jul 12, 2022 at 9:56 AM

On Thu, Jul 7, 2022 at 12:07 PM SeamlessDocs <noreply@seamlessdocs.com> wrote:



Submission Declined

A signer declined to sign this document and chose to end the signature flow. The reason for the decline is captured below.

Form name	ABI Policy Exemption Request Form
Status	Declined

Reason declined: This is the final year of a multi year contract in which the original resolution was done prior to the ABI policy. No waiver is needed. A RFP/Bid will need to be done to continue this work in which time the ABI policy will be required.

View the submission and any attachments by following the link below and using this unique access code: d5hviawMSJVYYXDD

View Submission

City of Asheville | P.O. Box 7148, Asheville, NC 28802

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Bridget Herring
Sustainability Director
[City of Asheville](#)
828-259-5558
Bherring@ashevillenc.gov
Pronouns: she/her/hers