

**From:** Tom Downing <tdowning@ashevillenc.gov>  
**Subject:** Fully Executed Inter-Local Agreement with Buncombe County for the County to Issue RFP for Vendor to Manage Blue Horizons Project  
**To:** Kiera Bulan <kbulan@ashevillenc.gov>  
**Cc:** Maggie Burleson <mburleson@ashevillenc.gov>; Bridget Herring <bherring@ashevillenc.gov>  
**Sent:** May 12, 2023 2:50 PM (UTC-04:00)  
**Attached:** Buncombe County Inter-Local Agreement for County to Post RFP for Vender to Manage Blue Horizons Project 2023.pdf

Kiera,

The aforementioned Inter-Local agreement with Buncombe County is attached.

Thanks,

Tom Downing

--

**Tom Downing** (He, Him, His) [Why do pronouns matter?](#)

City of Asheville, North Carolina

Finance Department; Financial & Programmatic Compliance Specialist

**828-259-5588**

*Working virtually Monday, Wednesday, Friday.*

*Working in the Office Tuesday, Thursday*

**"Lead with Love and Be a Roadmap Not a Stop Sign"**

**City of Asheville's Values:** *Inclusive, Accountable, Collaborative, Trustworthy.*

**Finance Department's Values:** *We care. We use best practices. We spend tax dollars wisely.*

**City of Asheville**  
**Review and Approval Cover Sheet – Agreements (includes Grants, Partnerships, MOU)**  
**This sheet is a part of the Agreement and it must remain in the document.**

<b>Partner / Agency / Subrecipient:</b> Buncombe County	
<b>City Department:</b> Sustainability	<b>Date:</b> May 11, 2023
<b>Staff member managing agreement:</b> Kiera Bulan	
Is money being paid to the partner? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> Amount \$0 Expense Account # n/a If the amount being paid to the partner is \$5,000 or more a Munis Contract must be created before the agreement can be routed. Munis Contract # n/a	
Is the City receiving money from the partner? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> Amount \$0 Revenue Account # n/a	
Is there a City Council Resolution for this Agreement? Resolution # 23-23 and 20-18	
<b>Brief Description of Agreement:</b> PLEASE EXPEDITE Inter-local agreement with Buncombe County. The County will post an RFP to select a vendor for the management of the Blue Horizons Project under Council Resolution 20-18. Buncombe County is posting the RFP on Monday May 15. The wrong link for e-verify is included in the agreement. We are not able to correct this since Buncombe County has already signed the agreement and it is being expedited.	

1. Preparer: This document contains all required information. eSigned via SeamlessDocs.com  
*Thomas Downing*  
Key: bd600e61ed02527eeb3e8fd371d82b3d  
Date: 05-11-2023
2. Financial & Programmatic Compliance Specialist: The document has been reviewed and it includes required information. eSigned via SeamlessDocs.com  
*Thomas Downing*  
Key: bca3ad1e495d0098fbb0d2d9212458e  
Date: 05-11-2023
3. Department Director / Designee: The Agreement is approved at the department level. eSigned via SeamlessDocs.com  
*Bridget Herring*  
Key: 1948a0a9de49e7ec91ca25fdbbbf3fct  
Date: 05-11-2023
4. Risk Management: The document includes appropriate insurance terms and documents. eSigned via SeamlessDocs.com  
*Brad Stein*  
Key: a0eab6c9e2664d78b2fe39178ece3d4a  
Date: 05-11-2023
5. Purchasing/Contracting: Any purchasing or contracting arising from the agreement has been reviewed. eSigned via SeamlessDocs.com  
*Amy Patterson*  
Key: 5b1d1294acbb785319091f47629b749  
Date: 05-12-2023
6. Budget: Expenditures in the document have been provided for in the annual or capital budget. eSigned via SeamlessDocs.com  
*Taylor Floyd*  
Key: e5ac1ef278204f18f2aa2f10bfc3e287  
Date: 05-12-2023
7. Chief Financial Officer or designee – Pre-audit statement: "This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act." eSigned via SeamlessDocs.com  
*Taylor Floyd*  
Key: e25d5a3cae959b7b82cfa85fcdf5ca  
Date: 05-12-2023
8. Legal "This document is approved as to form by the City Attorney's Office and it is okay for the City Manager to sign." eSigned via SeamlessDocs.com  
*John Maddux*  
Key: f1318d6e833df9e0c9227fe9ea55a3  
Date: 05-12-2023
9. IN WITNESS WHEREOF, each party has caused this agreement to be executed by its duly authorized official as of the day and year written herein. eSigned via SeamlessDocs.com  
*Debra D Campbell*  
Key: 04a0a5731ecaba2c529a9e2a0e93c08  
Date: 05-12-2023

**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 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 \$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](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  
[cball@ashevillenc.gov](mailto:cball@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)

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

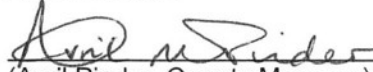
\_\_\_\_\_  
Print or Type Name

ATTEST:

  
(Official Seal) , County Clerk

BUNCOMBE COUNTY

By:

  
(Avril Pinder, County Manager)

COUNTY MANAGER  
(Title)

5/10/2023  
(Date)

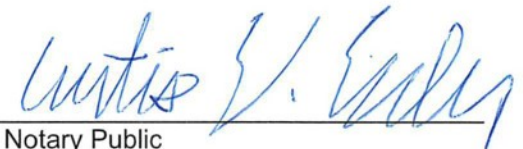
State of North Carolina  
County of BUNCOMBE

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 10<sup>TH</sup> day of MAY, 2023.

My Commission Expires:

8/6/24

  
Notary Public

CURTIS W. EULER  
Print or Type Name



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2023

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 15 South Main Street Suite 900 Greenville SC 29601	<b>CONTACT</b> <b>NAME:</b> Jo Ann Whitaker <b>PHONE</b> (A/C, No, Ext): 864-239-0544 <b>E-MAIL</b> <b>ADDRESS:</b> JoAnn_Whitaker@ajg.com	<b>FAX</b> (A/C, No): 864-239-2435
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Travelers Casualty and Surety Co of America		31194
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:** 1882257406**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</b> <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 <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Emp Theft \$5k Ded Forgery \$1.5k Ded On Premises \$2.5k Ded			107213503	2/1/2021	2/1/2024	Employee Theft Forgery or Alteration On Premises \$250,000 \$50,000 \$20,000

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

Crime - In Transit \$20,000 Limit; Computer Fraud - \$20,000; Funds Transfer Fraud Limit - \$20,000; applicable to these coverages.

Evidence of Public Employee Dishonesty Coverage Form O Per Home Contracts Agreement with Planning.

**CERTIFICATE HOLDER****CANCELLATION**Community Development Div. City of Asheville  
P. O. 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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2023

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).

<b>PRODUCER</b> Insurance Service of Asheville P.O. Box 530 Asheville NC 28802	<b>CONTACT NAME:</b> Karen Pressley <b>PHONE (A/C, No, Ext):</b> 828-253-1668 <b>E-MAIL ADDRESS:</b> certificates@isa-avl.com <b>FAX (A/C, No):</b> 828-258-8164
<b>INSURED</b> City of Asheville P. O. Box 7148 Asheville NC 28802	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Safety National Casualty Corporation <b>INSURER B:</b> Safety Specialty Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 987393667**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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 600,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL 6676015	9/1/2022	9/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$600,000 SIR			CA 6675756	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XPE4055683	9/1/2022	9/1/2023	EACH OCCURRENCE \$4,000,000* AGGREGATE \$4,000,000* \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	SP4065570	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
B	Public Officials			SPO6675758	9/1/2022	9/1/2023	Prof. Limit SIR 2,000,000 600,000

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

Law Enforcement Legal Liability, Safety Specialty Insurance Company, Policy #SLE6675759 9/1/21 - 9/1/22 \$2,000,000 Each Occurrence Limit & \$2,000,000 Annual Aggregate, \$600,000 SIR. & \*Excess Liability Policy # XPE4055683 provides \$3,000,000 limit over the Law Enforcement Legal Liability. 2nd Layer Excess Policy - Excludes Law Enforcement Legal, Homesite Insurance company of Florida, Policy #TBA, \$5,000,000 Each Occurrence & \$5,000,000 Aggregate; 2nd Layer Excess Over Law Enforcement Legal Only - Indian Harbor Insurance Company, Policy # TBA, \$4,000,000 Occurrence & \$4,000,000 Aggregate; 3rd Layer Excess - Genesis Insurance Company, Policy # TBA, \$4,000,000 Occurrence & \$4,000,000 Aggregate.  
RE: 2023 Fourth of July Fireworks Celebration

Buncombe County is named as additional insured on general liability coverage when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

<b>Buncombe County</b> 200 College St Suite 420 Asheville NC 28801	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> 
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