



THE CITY OF HENDERSONVILLE

160 6<sup>TH</sup> Avenue East  
Hendersonville, NC 28792  
(828) 697-3000

CONTRACT FOR PROFESSIONAL MANAGEMENT SERVICES

<b>NONPROFIT PROVIDER:</b>	<b>Bullington Gardens, Inc.</b>  95 Upper Red Oak Trail Hendersonville, NC 28792 _____ [email]	<b>PROJECT:</b>	<b>MANAGEMENT OF BEE CITY USA-HENDERSONVILLE</b>  ("Project").
<b>CITY OF HENDERSONVILLE:</b>	<b>160 6<sup>TH</sup> Avenue East</b> Hendersonville, NC 28792 gerwin@hvlnc.gov		

This Contract for Professional Management Services, and all exhibits, (collectively this "Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between, the **City of Hendersonville**, a municipal corporation of the State of North Carolina, (the "City" or "City of Hendersonville") and, **Bullington Gardens, Inc.**, a North Carolina nonprofit corporation, (the "Nonprofit Provider")

WITNESSETH

That for and in consideration of the mutual promises set forth in this Contract below, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

1. Scope of Services. The Nonprofit Provider agrees to perform for the City the following services according to the following requirements:

The Nonprofit Provider agrees to provide professional management services needed to complete the Project. Such professional management services shall constitute the "Work." The Scope of Services and Nonprofit Provider's Fee Schedule are attached as Exhibits B and C, which are incorporated herein by reference. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit B that are requested by the City. ("Additional Services"). Fees for additional services will be determined by the mutual agreement of the parties at the time they are requested by the City. Additional Services will be identified in writing or by verbal communication and must be approved in writing by City before proceeding to perform such Additional Services. All services will be provided for the not-to-exceed sum as specified on Exhibit C. If the not-to-exceed sum is reached, the Nonprofit Provider shall complete the Work notwithstanding. In addition, the City will appropriate an annual budget amount, the "City budgeted funds" to be used by the Nonprofit Provider for Bee City USA Hendersonville programmatic expenses such as materials and supplies and advertising expenses. No part of the City budgeted funds shall be used for operational expenses of the Nonprofit Provider. Any of the City budgeted funds not spent by the Nonprofit Provider shall be returned to the City no later than June 1<sup>st</sup> of each fiscal year (July 1-June 30).

The Nonprofit Provider will be responsible for providing professional staff to complete the Work in accordance with the standard of care ordinarily used by members of the management profession practicing under similar circumstances and at the same time in Henderson County. In addition to the indemnification obligations contained in the STANDARD TERMS AND CONDITIONS attached to this Contract, the Nonprofit Provider further agrees to

indemnify and save harmless the City from claims and liabilities to the extent caused by the negligent errors or omissions of the Nonprofit Provider, including its subcontractors.

The Nonprofit Provider agrees to coordinate its Work with the work of any other separate professional service providers and with the work of the City's own forces to avoid delaying or interfering with their work.

The Nonprofit Provider's staff providing educational programming for Bee City USA Hendersonville shall have the knowledge, skills, education and/or experience required for the program topic.

The City reserves the right to terminate the professional service contract of the Nonprofit Provider based on the Nonprofit Provider's breach of this Contract (ex: schedule, responsiveness, quality of work, accuracy of documents etc.) or for convenience. The City reserves the right to modify the Scope of Work described in Exhibit B Scope of Services, and in such event the City and Nonprofit Provider shall negotiate in good faith to make corresponding modifications to the Fee Schedule in Exhibit C.

2. Required Insurance. Nonprofit Provider shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit A, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the City, naming the City as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the City.
3. Standard Terms and Conditions. The attached Standard Terms and Conditions shall be a part of this Contract. Such Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
4. Marketing Use. The use of the City of Hendersonville logo, or the representation of the City as a partner in programming conducted by a third party provider, is subject to the City's consent.
5. Time for Performance of the Work/Contract Term. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the City and shall conclude at the end of the term of this Agreement, unless sooner terminated as allowed by the Contract Documents. This Agreement shall be for a five (5) year term, and shall begin as of the date of this Agreement set forth herein above.
6. Notice. The City designates Gracie Erwin, as the City's staff person contact for this Agreement. The Nonprofit Provider designates \_\_\_\_\_ as their staff person contact for this Agreement. Where written notice is required by this Agreement, it shall be effective upon receipt by the staff person contact at the address/email address indicated above. Written notice may be given using email, and emailed notice shall be deemed given when received by the staff contact named in this paragraph. Additionally, written notice may be given through US Mail, enclosed in a properly addressed envelope, with adequate postage, to the staff contact person, and shall be deemed received three (3) days from deposit into the US Mail. Written notice may be given through the use of Certified Mail, Return Receipt Requested, and shall be deemed received when delivered to the named staff contact. Written notice may be provided through commercial carrier, and shall be deemed received when delivered to the named staff contact, as documented by the commercial carrier. Finally, written notice may be personally delivered and shall be deemed received when delivered to the named staff contact at the address stated above.
7. Payment for Services. In consideration of the above services, the City will pay the Nonprofit Provider in accordance with the submitted fee schedule in Exhibit C, attached hereto and incorporated by reference the sum stated in the Fee Schedule in Exhibit C. For services provided, the Nonprofit Provider shall invoice the City on a quarterly basis, each invoice to represent twenty-five percent (25%) of the annual lump sum fee stated in Exhibit C. Invoices must be detailed as to time worked and tasks performed, and programmatic expenses spent from the City budgeted funds. If any invoice is disputed by the City, in whole or in part, it shall provide a written explanation for such dispute to Nonprofit Provider within five days of receipt of the invoice and shall pay all undisputed amounts therein.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Hendersonville, North Carolina, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BULLINGTON GARDENS, INC.

THE CITY OF HENDERSONVILLE

BY: \_\_\_\_\_ (SEAL)

Signature

BY: \_\_\_\_\_ (SEAL)

John Connet, City Manager

This instrument has been preaudited in that manner required by the North Carolina Local Government Budget and Fiscal Control Act.

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

John Buchanan, Finance Director, City of Hendersonville

## STANDARD TERMS & CONDITIONS

1. **Acceptance.** Nonprofit Provider's acknowledgment of the terms of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) Exhibits A, B, & C, and (iii) any other terms and conditions of a written agreement signed by Nonprofit Provider and the City that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Nonprofit Provider and the City with respect to the performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." Except as provided herein, no additional or supplemental provision or provisions in variance herewith that may appear in Nonprofit Provider's quotation, acknowledgment, invoice or in any other communication from Nonprofit Provider to the City shall be deemed accepted by or binding on the City. The City hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the City's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the City are subject to correction.
2. **Entire Agreement.** The Contract Documents constitute and represent the complete and entire agreement between the City and Nonprofit Provider and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the City. However, the Nonprofit Provider will not be liable for delays caused by circumstances beyond its control including without limitation, delays caused by acts of God, the City or its other consultants/contractors, federal, state, and local government authorities, strikes, riots, civil unrest, war, or unknown or concealed conditions.
4. **Relationship of the Parties.** The Nonprofit Provider is an independent nonprofit corporation and not an affiliate of the City. The conduct and control of the work will lie solely with the Nonprofit Provider. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Nonprofit Provider and the City. Employees of the Nonprofit Provider shall remain subject to the exclusive control and supervision of the Nonprofit Provider, which is solely responsible for their compensation.
5. **(RESERVED).**
6. **Taxes.** Any applicable taxes paid shall be itemized on invoices.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the City.
8. **Indemnification.** To the greatest extent allowed by the law the Nonprofit Provider shall indemnify and hold harmless the City, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"), but only to the extent the fault of the Consultant or its subconsultant(s) or subcontractor(s) is a proximate cause of the Claim. In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Nonprofit Provider shall indemnify and save harmless the City, its officers, agents, employees and assigns from all loss or the payment of all sums of money, but only to the extent the fault of the Consultant or its subconsultant(s) or subcontractor(s) is a proximate cause of the Claim.
9. **Invoices and Payment Terms.** Invoice and Payment Terms are set forth in Section 7 in the Contract for Professional Management Services. All invoices and statements shall reference the City's Purchase Order Number, Contract number(if applicable) and Project Number, and shall be submitted to: City of Hendersonville, Accounts Payable, 160 6<sup>th</sup> Avenue East, Hendersonville, North Carolina 28792.
10. **Anti-Discrimination.** During the performance of the Contract, the Nonprofit Provider shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
11. **Insurance.** The Nonprofit Provider shall provide the insurance coverages shown on Exhibit A, attached hereto and incorporated herein by reference. The Nonprofit Provider shall provide the City with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents PRIOR to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, the Nonprofit Provider certifies that their proposal was made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their proposal, and that they have

not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

13. **Applicable Laws and Courts.** This Contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and exclusive venue shall be in a court of competent jurisdiction for Henderson County, North Carolina. The Nonprofit Provider represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
14. **Strict Compliance.** The City may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
15. **Assignment.** The Nonprofit Provider shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the City.
16. **General Provisions.** The City's remedies as set forth herein are not exclusive. Any delay or omission by the City in exercising any right hereunder, or any waiver by the City of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
17. **Obligations of the Nonprofit Provider.** The Nonprofit Provider shall adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Henderson, and the City of Hendersonville in the performance of the Work outlined in this Contract and any survey documents, drawings and specifications applicable to the Work. The Work shall also adhere to all applicable federal, state and local laws, codes, ordinances, and regulations.
18. **Quality and Workmanship.** The Nonprofit Provider shall perform all Work in accordance with this Contract and the standard of care ordinarily used by members of the management profession practicing under similar circumstances and at the same time in Henderson County.
19. **Default.** Either Party may terminate the Contract, in whole or in part, upon thirty (30) days written notice upon a material breach by the other Party unless the alleged default is cured within the thirty (30) day notice period. The nonbreaching party shall have all remedies available at law or in equity in addition to any remedies provided in this Contract for material breach. In the event of a material breach by the Nonprofit Provider the City may procure upon such terms as the City shall deem appropriate, professional management services substantially similar to those so terminated, in which case the Nonprofit Provider shall be liable to the City for any excess costs for such similar services and any expenses incurred in connection therewith.
20. **Termination for Convenience.** The City shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing ten (10) consecutive calendar days' notice in writing from the City to the Nonprofit Provider. If the Contract is terminated by the City in accordance with this paragraph, the Nonprofit Provider will be paid for all Work performed and reimbursable expenses incurred at actual cost to the Nonprofit Provider up to the effective date of the termination. The City will not be liable to the Nonprofit Provider for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
21. **Instruments of Service and Work for Hire.** All Work performed by the Nonprofit Provider, and all data compiled, shall be considered Instruments of Service and Work for Hire, and shall be the Property of the Owner. The Nonprofit Provider shall retain a license in the Work performed and data compiled to use for the Nonprofit Provider's own purposes, and not for the benefit of any third party without the City's consent. The terms of this Paragraph shall survive the termination of this Contract for any reason, including but limited to for a material breach of either Party, or for the convenience of the City. In the event this Contract is terminated for any reason, the City shall be entitled to keep and use all work provided by the Nonprofit Providers and all data compiled by the Nonprofit Provider. All representations and obligations with respect to the Work by the Nonprofit Provider under this Contract shall survive termination of this Agreement unless this Contract is terminated by the Nonprofit Provider for the City's material breach, in which case use by the City of the Nonprofit Provider's work and data compiled shall be at the City's own risk, and without any representation by the Surveyor as to its accuracy or fitness for any purpose.
22. **Assignment.** Nonprofit Provider may not assign, pledge, or in any manner encumber the Nonprofit Provider's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the City's prior, express written consent.
23. **No Third Party Beneficiaries.** There shall be no intended nor incidental third party beneficiaries of this Contract. The Nonprofit Provider shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party beneficiaries.

24. **Valid Contract.** In order for this Contract for Professional Management Services to be valid, it must be executed by the City Manager or his or her authorized designee, and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
25. **Verification of Work Authorization.** The Nonprofit Provider shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors.
26. **Iran Divestment List.** With the execution hereof, Nonprofit Provider, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
27. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
28. **Companies that Boycott Israel List.** With the execution hereof, Nonprofit Provider, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.

**EXHIBIT A**  
**MINIMUM INSURANCE REQUIREMENTS**

The Work under this Contract shall not commence until the Nonprofit Provider has obtained all required insurance and verifying certificates of insurance have been approved in writing by the City. The City shall be named as additional insured on all policies, except Worker's Compensation and Professional Liability policies. These certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the City of such cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

**a. Worker's Compensation and Employer's Liability**

The Nonprofit Provider shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

**b. Comprehensive General Liability Insurance**

The Nonprofit Provider shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Nonprofit Provider or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$1,000,000 per occurrence / \$2,000,000 aggregate

Property Damage: \$100,000 per occurrence / \$300,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$1,000,000 per occurrence / \$2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

**c. Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Nonprofit Provider.

**d. Other Insurance**

The Nonprofit Provider shall obtain such additional insurance as may be required by the City or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

**e. Proof of Carriage**

The Nonprofit Provider shall furnish the City with satisfactory proof of carriage of the insurance required before written approval is granted by the City

## EXHIBIT B

### NONPROFIT PROVIDER'S SCOPE OF SERVICES

#### Bee City USA - Hendersonville Program Responsibilities

##### 1. Bee City USA Leadership Committee

*The committee should include individuals with experience and interests that will help to fulfill the Bee City USA program requirements. Committees should have a regular meeting schedule that is open to the public.*

##### **Nonprofit Provider:**

- Recruit partner organizations (ex. City of Hendersonville Tree Board and/or Environmental Sustainability Board, Henderson County Environmental Advisory Committee, Henderson County Beekeepers Association, Blue Ridge Community College Bee Campus USA, NC Cooperative Extension Henderson County Center) and community members to serve as volunteers on the committee.
- Host regular committee meetings (schedule to be determined by Nonprofit Provider) that are also open to the public.

##### **City of Hendersonville:**

- Provide funding for Nonprofit Provider's staff time to coordinate and work with committee members as needed.
- Designate at least one City of Hendersonville board member (Tree Board and/or Environmental Sustainability Board) to serve on the committee and serve as a liaison between the City and Nonprofit Provider.

##### 2. Pollinator Education & Awareness

*Host or co-host pollinator educational programs and awareness activities (at least one per year). The focus of these events should be native pollinators and the steps we can take to conserve them.*

##### **Nonprofit Provider:**

- Work with community partners to coordinate the Pollinator Month series of events to be held annually during the month of June.
- Work with community partners to coordinate or participate in other pollinator education programs such as Monarch Month events (September), Symbolic Monarch Migration, Mayor's Monarch Pledge, HVL Bee City USA Pollinator Trail, pollinator-focused community/citizen science programs, community events (ex. Bee Bold Festival, Garden Jubilee, Farm City Day), loans of Pollinator Exploration Kit, etc.
- Work with community partners help raise awareness of the importance of pollinators (ex. pay annual registration fee and maintain profiles for The Good of the Hive mural and Hendo Beeline murals at [www.muraltrail.com](http://www.muraltrail.com), collaborate with Conserving Carolina on "Habitat is Home" articles, obtain proclamations for special events, etc.).

##### **City of Hendersonville:**

- Provide funding for materials, printing, registration costs, program fees, etc. for educational and awareness-building programs/events.
- Assist with providing publicity for programs/events (press releases by Tree Board, posts on city social media pages, etc.)
- Consider waiving City of Hendersonville fees for special events or permits needed for Bee City USA events or activities.

##### 3. Publicity & Information



*Maintain an online presence to share information about upcoming activities as well as provide a native plant list, native plant supplier list, link to integrated pest management plan, links to annual reports, etc.*

**Nonprofit Provider:**

- Post program details, events, information etc. on a website or web pages owned and maintained by the nonprofit.
- Post program events and activities on social media site(s) dedicated to Bee City USA – Hendersonville (ex. [www.facebook.com/beecityhendersonville](http://www.facebook.com/beecityhendersonville) and [www.youtube.com/channel/UCQg2jFIH7Q5TscN2oKDJ6Qw](http://www.youtube.com/channel/UCQg2jFIH7Q5TscN2oKDJ6Qw)) and maintained by the nonprofit.

**City of Hendersonville:**

- Maintain Bee City USA – Hendersonville street signs.
- Provide basic program details at [www.hendersonvillenc.gov/bee-city](http://www.hendersonvillenc.gov/bee-city) web page and link to website or relevant web pages maintained by Nonprofit Provider.
- Include relevant Bee City USA – Hendersonville posts at [www.facebook.com/HVLNC](http://www.facebook.com/HVLNC).

**4. Pollinator Habitat**

*Create and enhance pollinator habitat on public and private land. To assist with habitat creation and provide guidance for the community, maintain a native plant list and native plant supplier list.*

**Nonprofit Provider:**

- Post (and update as needed) a native plant list and a native plant supplier list on a website or web pages owned and maintained by the nonprofit.
- Provide expertise to city staff members and/or Tree Board members regarding their proposed pollinator habitat plantings.

**City of Hendersonville:**

- Create and enhance pollinator habitat on public and private land within the City of Hendersonville. Examples include Tree Board NeighborWoods and other planting projects, plantings along the Oklawaha Greenway, plantings within city parks, rain gardens, etc.
- Track (by square footage and/or acreage) annual area of pollinator habitat created or enhanced by City Public Works Department and/or Tree Board and report to Nonprofit Provider for inclusion in Bee City USA annual report.

**5. City Policies and Plans**

*Incorporate pollinator-conscious practices into city policies and plans.*

**Nonprofit Provider:**

- Provide expertise to city staff members and/or Tree Board members regarding their pollinator-conscious practices.

**City of Hendersonville:**

- Review the comprehensive plan and other relevant documents to consider improvements to pest management policies and practices as they relate to pollinator conservation and report improvements to Nonprofit Provider for inclusion in Bee City USA annual report.

**6. Pollinator-Friendly Pest Management**

*Create and adopt an integrated pest management (IPM) plan designed to prevent pest problems, reduce pesticide use, and expand the use of non-chemical pest management methods.*

**Nonprofit Provider:**

- Provide expertise to city staff members and/or Tree Board members in development of their integrated pest management (IPM) plan.

**City of Hendersonville:**

Contract for Professional Management Services

- Create and adopt an integrated pest management (IPM) plan.
- Update IPM plan as needed.

## **7. Bee City USA Renewal Report**

*Each February, apply for renewal of the City of Hendersonville’s Bee City USA designation following the format provided by Bee City USA, including a report of the previous year’s activities and paying the renewal fee (currently \$200).*

### **Nonprofit Provider:**

- Annually apply for renewal by reporting on the previous year’s activities (including those of the City of Hendersonville) and pay the renewal fee.

### **City of Hendersonville:**

- Provide funding for annual renewal fee.
- Annually provide details on the previous year’s activities related to pollinator habitat, policies/plans, and integrated pest management (IPM) plan.

### **Bee City USA Materials**

*City-owned materials (purchased with city, grant, and donated funds or donated) to transfer to Nonprofit Provider:*

- Pollinator Exploration Kit (educational materials)
- Pollinator Habitat Library (books)
- Pollinator Habitat Signage and Brochure Holders (to be displayed at events)
- Pollinator Habitat Brochures (to be given away at events)
- Pollinator Craft Supplies (to be given away at events)
- Pollinator Habitat Seed Packets (to be given away at events)
- Honey Bee & Monarch Window Clings (to be given away at events or used in fundraisers)

### **Funding**

*Annual budget to allocate to Nonprofit Provider (July 1 – June 30) through contract for implementation of Bee City USA program:*

- \$5000.00 per fiscal year for materials, program fees/registrations, etc.
- \$15,000.00 per fiscal year for staff time, operating expenses, etc.

### **Maintenance of Records**

The Nonprofit Provider will maintain copies of all records acquired, produced or maintained on behalf of Bee City USA – Hendersonville, and provide copies upon request by the City of Hendersonville. This includes all program materials, website posts, correspondence, emails, or any other type of document or recording related to the business of Bee City Hendersonville created by or coming into the possession of the Nonprofit Provider.

*Source of Bee City USA Program Commitments: <https://beecityusa.org/bee-city-usa-commitments/> and [https://beecityusa.org/wp-content/uploads/2020/09/bee\\_city\\_usa\\_resolution.docx](https://beecityusa.org/wp-content/uploads/2020/09/bee_city_usa_resolution.docx)*

**EXHIBIT C**  
**Fee Schedule for the Work**

<b>Fee for Services</b>	<b>LUMP SUM FEE</b>
BEE CITY USA HENDERSONVILLE Management Services	\$15,000/year
SUB TOTAL	\$15,000/year
<b>NOT TO EXCEED TOTAL = \$15,000/year</b>	

The total fee for the completion of all Work contained in the Scope of Services shall not exceed \$15,000 per year. Program supplies, materials and expenses (excluding staffing expenses and indirect costs) will be reimbursed to the Nonprofit Provider in an amount of 1.0 times the actual costs of the Nonprofit Provider up to an annual amount of \$5,000.00.