



Contract No. _____

MEMORANDUM OF AGREEMENT

between

LAND OF SKY REGIONAL COUNCIL

and

CITY OF HENDERSONVILLE

for the provision of Technical Assistance

March 1, 2020 through June 30, 2022

This **AGREEMENT**, entered into on the March 12, 2020, by and between the Land of Sky Regional Council of Governments (hereinafter referred to as the "Council") and the City of Hendersonville, North Carolina (hereinafter referred to as the "Local Government"); **WITNESSETH THAT:**

WHEREAS, the Council is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Council on April 17, 1972. Technical assistance shall consist of the provisions of services as described in Attachment A, which is herein made part of this Contract;

WHEREAS, the Local Government has requested the Council to provide such technical assistance to the Local Government and;

WHEREAS, the Council desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel and Scope**

That during the period of this Contract, the Council will furnish the necessary trained personnel to the Local Government. This will be a phased contract – Phase I to be completed June 30, 2021; Phase II will begin July 1, 2021 and continue through June 30, 2022.

General Scope of Work will include assistance in general planning and administration of the Local Government's plans, grants, special projects, ordinances, and regulations as directed by the Department Director. It is understood that priority changes and/or substitutions may be made by the Department Director as needed to include work in such areas as floodplains, zoning, or other planning-related topics, not to exceed the dollar/time/travel amount of this contract.

Phase I Scope of Work: Staff will review the Local Government's zoning codes and make all necessary changes mandated by NCGS Chapter 160D by July 1, 2021. Staff will work with the City's Staff and Planning Board through the update process toward successful amendment and adoption.

Phase II Scope of Work: Staff will conduct a code audit through continued revision of local ordinance, code, and subdivision regulations to find concurrence with NCGS Chapter 160D and with City vision and direction.

2. **Compensation**

That for the purpose of carrying out this Contract, the Local Government will pay the Council a fee of \$52.00 per hour.

Phase I fee consists of a total, not-to-exceed amount of \$10,000 to be complete by June 30, 2021. Phase II fees consist of a total, not to exceed amount of \$10,000 to be complete by June 30, 2022.

These technical assistance fees will be billed on an hourly basis to complete specific requests, as outlined in *Section 1: Personnel and Scope* above and directed by the Department Director.

3. **Termination/Modifications**

The Local Government or Council may terminate the contract by giving a thirty-day written notice to the other entity. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.

4. **Time of Performance**

The Council shall commence work on March 1, 2021 toward Phase I of the Scope of Work. The parties agree and acknowledge that in the event the work is not completed by the end of the Council's fiscal year on June 30, 2021, then the parties shall execute a mutually agreeable amendment containing the same terms and conditions as this Contract to fulfill the parties' obligations under this Contract through June 30, 2022, and any successive fiscal years.

5. **Changes**

The Local Government may from time to time request changes in the scope of work or services to be performed by the Council hereunder. Such changes, including any increases or decreases in the Council's compensation, which are mutually agreed upon by and between the Local Government and Council, shall be incorporated as written amendments to the Contract.

6. **Interest of Members, Officers, or Employees of the Council, Members of the Local Government, or Other Public Officials**

No member, officer, or employee of the Council or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any financial interests, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interests in the program. The Council shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

7. **Nondiscrimination Clause**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Development Act of 1974, Section 109.

8. **Age Discrimination Act of 1975, as amended**

No qualified person shall on the basis age be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives benefits from federal financial assistance.

9. **Section 504, Rehabilitation Act of 1973, as amended**

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

10. **E-Verify Provision**

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

City of Hendersonville

Land of Sky Regional Council

By: _____

By: _____

Title: City Manager

Title: Executive Director

Date: _____

Date: _____

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

_____, Finance Officer Date _____