

rebeccaryan.com
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July 29, 2019

Timothy Love
Buncombe County Government
200 College Street
Asheville, NC 28801

Two pages via email to Timothy.Love@buncombecounty.org

Dear Tim,

The following work scope describes the strategic planning process to which we've agreed.

DELIVERABLES

- An ambitious and dynamic strategic plan that includes 4-6 high level strategies that can frame the County's work in the next 3-5 years. This process will be led by Commissioners and will cascade through staff work plans, objectives, and measurements.
- A renewed vision and values among Buncombe County Commissioners, using tools and frameworks from the UNC-Chapel Hill School of Government

PROCESS & TIMELINES

The following people and methods will be used to execute these deliverables:

- Rebecca Ryan of NEXT Generation Consulting, Inc. will conduct one on one interviews with all Commissioners to understand their perspective on the County's opportunities and challenges;
- Ms. Ryan will facilitate two workshops, one with Commissioners and another with Department leaders in late July 2019, that will focus on the trends facing Buncombe County through 2040;
- Donna Warner of UNC-Chapel Hill School of Government will facilitate a workshop with Commissioners centered on defining their public values and how they will govern together in late July 2019
- Ms. Ryan, Ms. Warner, and members of the Buncombe County strategy team will work together to draft a vision, values, and strategic plan for review by the Commissioners in August 2019
- Ms. Ryan will present the draft to the Commissioners in August or September 2019
- Independent Contractor: Ms. Ryan is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Ms. Ryan represents that she has, or shall secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the County. Ms. Ryan must, upon request, provide the names of all owners, managers, and management entities, including those of any

subcontractor, which are used in the performance of and compliance with the terms and conditions of this contract.

- **Indemnification:** Ms. Ryan agrees to indemnify, hold harmless, and defend the County and any of its officers, agents and employees, from any claims of third parties arising out of any act or omission of Ms. Ryan in connection with the performance of this contract. Ms. Ryan agrees to indemnify and hold harmless County, its officers, agents, and employees from any and all claims, demands, costs and expenses, including reasonable attorney's fees, arising from this Contract or from any breach or default on the part of Ms. Ryan in the performance of any part of this Contract, or from any act or negligence of Ms. Ryan, or her officers, agents, servants, employees, or subcontractors unless caused by the negligence of County or its agents. In case of any action, suit, or proceeding brought against County, its officers, agents, or employees by reason of any such claim, upon notice from County, Ms. Ryan agrees and covenants to defend such action, suit, or proceeding by counsel reasonably satisfactorily to County. Ms. Ryan's obligation and responsibility under this section shall survive the termination of this Contract.

PROFESSIONAL FEES

- Ms. Ryan's fees are \$40,000 for the workshops including travel.
- Ms. Ryan and Ms. Warner's travel shall not exceed \$1,000 per trip, per person.
- Ms. Warner's fees are included in the total cost of Ms. Ryan's fees.

INVESTMENT TERMS AND CONDITIONS

Professional fees and travel expenses will be billed as they accrue and are due within 30 days.

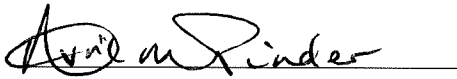
This project is non-cancelable. You may postpone and reschedule with our approval without penalty so long as you maintain the existing payment schedule.

Additional work that falls beyond the terms of a final, signed proposal will be negotiated separately and may require amendments to a final agreement.

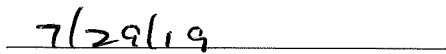
The quality of our work is guaranteed. If you are dissatisfied with the quality of our work, we will issue you a full refund.

SIGNATURES

By our signatures below, we agree to the terms set forth in this agreement:



Avril M. Pinder
Buncombe County Government



Date



Rebecca Ryan
NEXT Generation Consulting, Inc.

July 29, 2019

cc: Lisa Loniello

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



Don Warn, Finance Director