

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF BUNCOMBE

THIS AGREEMENT, made and entered into this ____ day of April 2020, by and between Buncombe County, a body politic organized under the laws of the State of North Carolina (hereinafter referred to as "County"), and Buncombe County Service Foundation, Inc., a North Carolina non-profit corporation (hereinafter referred to as "CONTRACTOR").

WHEREAS, due to the COVID-19 outbreak many individuals and businesses in our community are facing financial challenges due to the downturn in the economy;

WHEREAS, in an effort to provide relief the County is proposing to appropriate funds to facilitate the making of low-cost "bridge funding" loans to help businesses in the community stay open and limit job losses as well as general assistance grants to qualified low and moderate income individuals;

WHEREAS, the County is choosing the Buncombe County Service Foundation, Inc., as the agent to monitor the loans and to contract with third parties to provide these services; and

WHEREAS, the County has passed Resolution No. _____ authorizing the expenditures as set forth of in this Contract.

W I T N E S S E T H :

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

1. **Effective Period.** This Contract shall be effective on April 8, 2020 and shall terminate on April 8, 2021. Upon written agreement by both parties, this Agreement may be extended for another year.

2. **Independent Contractor.** The Contractor is 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. The Contractor represents that it 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. Upon request, the Contractor must 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.

3. **Subcontracting.** The Contractor shall not subcontract any of the work contemplated under this Contract without prior written approval from the COUNTY. Only the subcontractor

specified in the written approval documents are permitted upon award of the subcontract. The COUNTY shall not be obligated to pay for any work performed by any unapproved subcontractor. Any approved subcontractor shall also be subject to all terms and conditions of this Contract. The Contractor is ultimately responsible for providing the services of this Contract and shall be responsible for the performance of all of its subcontractors, agents, and employees.

4. **Contract Administrators.** All notices permitted or required to be given by one party to the other and all questions about the Contract from one party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address, street address, telephone number, and email address (if available) of the parties' respective initial Contract Administrators are set out below. Either party may change its Contract Administrator and contact details by giving timely written notice to the other party.

Contract Administrator for the Contractor:

Rachael Nygaard
200 College Street, STE 300
Asheville, NC 28801
Office: (828) 250-6536

Contract Administrator for the COUNTY:

Sybil Tate
Assistant County Manager
200 College St, STE 300
Asheville, NC 28801
Office: (828) 250-4116

5. **Amendment.** This Contract may not be amended orally or by performance. Any amendment or modification shall be made in written form and executed by duly authorized representatives of the COUNTY and the Contractor.

6. **Confidentiality.** Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information, including but not limited to confidential personnel information, it will safeguard and not further disclose the information except as provided by law.

7. **Termination.** Either party may terminate this Contract for any reason, or for no reason, by giving the other party thirty (30) days written notice.

8. **Commitments.**

COUNTY shall: Make payment to the Contractor for services purchased as described in this Contract and as set forth in Attachment A.

Contractor shall: Provide the following services as outlined in "Attachment A" to this Contract. If there are conflicting terms in the Attachment, this Contract shall control.

9. **Payment.** Payment from the COUNTY to the Contractor under the terms of this Contract will be up to a maximum of \$200,000. Fiscal management of the direct provision of services will be the responsibility of the Contractor. The Contractor will be paid in one payment of \$200,000 upon execution of this contract. This Contract will serve as invoice. Contractor shall be solely responsible for any travel or other costs or expenses incurred by Contractor in connection with the performance of this Agreement and in no event shall COUNTY reimburse Contractor for any such costs or expenses.

10. **Recapture.** Should the Contractor fail to meet the obligations of this Contract, the County has the authority to recapture all unspent monies. In addition, the Contractor will be liable for any dollars spent outside the scope of this Contract.

11. **Compliance with Laws.** Contractor shall comply with all state, federal, and local laws, ordinances, codes, rules, and regulations governing performance of this Contract.

11. **Legal Proceedings.** Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this contract. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina. This Contract and any claims, disputes, or other matter arising thereunder shall be governed by the laws of the State of North Carolina.

12. **Non-Waiver.** The waiver by either party of a breach or violation of any provision or paragraph of this Contract shall not operate as, or be considered to be, a waiver of any subsequent breach of the same or other provision or paragraph herein.

NOW THEREFORE, the parties hereby make, agree, and execute this Contract by the below signatures by duly authorized agents.

Buncombe County Service Foundation

Executive Director

Buncombe County

County Manager