



Contract No. 18-031

AGREEMENT BETWEEN
LAND OF SKY REGIONAL COUNCIL
and
TOWN OF BILTMORE FOREST
for the provision of
Technical Service Assistance

July 1, 2018 through June 30, 2019

This **AGREEMENT**, entered into on the _____ 2018, by and between the Land of Sky Regional Council of Governments (hereinafter referred to as the "Council") and the Town of Biltmore Forest, 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**

That during the period of this Contract, the Council will furnish the necessary trained personnel to the Local Government for sixteen hours per week.

2. **Compensation**

That for the purpose of providing funds for carrying out this Contract, the Local Government will pay the Council a fee of no more than \$34,128.00 annually (thirty-four thousand, one hundred and twenty-eight dollars). These fees will be billed in twelve equal monthly payments of \$2,844.00 (two thousand, eight hundred and forty-four dollars) during the period beginning July 1, 2018 and ending June 30, 2019.

3. **Travel/Printing**

The Local Government will pay for additional expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio. The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal staffing costs associated

with personnel furnished by the Council. The contract budget does not include travel for conferences or other purposes that may arise.

Land of Sky Regional Council will pay for expenses related to training, certifications, and educational opportunities as approved and of benefit to the region, council and staff.

4. **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.

5. **Time of Performance**

The Council shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning July 1, 2018 and ending June 30, 2019.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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

Town of Biltmore Forest

Land of Sky Regional Council

By: _____

By: _____

Title: Town 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 _____

ATTACHMENT A

TOWN OF BILTMORE FOREST
TECHNICAL PLANNING ASSISTANCE

July 1, 2018 - June 30, 2019

WORK PROGRAM / BUDGET

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning planning activities by the Land of Sky Regional Council of Governments for the Town of Biltmore Forest. The product(s) of the planning activities shall be:

WORK PROGRAM

1. Code Administration

Assistance in the administration of the Town's Code Enforcement, Zoning Ordinance and Subdivision Regulations will be provided. Planning advice and staff memoranda and recommendations will be provided to the Town Council, Town Manager, Attorney, Planning Board, and Board of Adjustment. Some examples of duties include staff administration of zoning permits, rezoning applications and hearings, Board of Adjustment applications and hearings, site plan reviews, and subdivision reviews.

2. Other Duties as Directed by Town Manager

It is understood that priority changes and/or substitutions may be made by the Town Manager as needed to include work in such areas as floodplains, extraterritorial zoning, or other planning-related topics, not to exceed the dollar/time/travel amount of this contract.