

STATE OF NORTH CAROLINA  
COUNTY OF HAYWOOD

MEMORANDUM OF UNDERSTANDING  
GREATER HAYWOOD COUNTY  
CHAMBER OF COMMERCE AND  
HAYWOOD COUNTY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 1<sup>st</sup> day of July 2020, by and between the **GREATER HAYWOOD COUNTY CHAMBER OF COMMERCE** (hereinafter "the Chamber"), **HAYWOOD COUNTY** (hereinafter "the County"), together, the Parties.

**WHEREAS**, the County and Chamber have partnered for economic development since 2014 and expanded their partnership with the Asheville-Buncombe Chamber EDC in 2017; and

**WHEREAS**, the County and the Chamber have a mutual interest in maintaining economic development initiatives; and

**WHEREAS**, discussions have resulted in the parties reaching a mutual understanding regarding a plan for the Chamber to provide certain services to the County; and

**NOW, THEREFORE**, it is agreed by and between the Parties that their rights and obligations to each other during the term of the MOU shall be as follows:

**1. Chamber Services**

The Chamber agrees to perform services at the County's direction for the County as follows:

- a. The Chamber will assist the County and Asheville Buncombe Chamber/EDC with economic development activities as requested.
- b. Chamber will continue to work on legislative goals.
- c. Host Economic Development Council, Broadband or other related meetings as requested.
- d. Provide insight about economic development and engage in discussion on publicly available information on projects.
- e. Market the area to bring new companies to the County, including:
  - i. Hosting prospective companies from outside the Haywood County area;
  - ii. Attend and/or participate in tradeshow and recruiting visits;

- iii. Participating in and leading efforts with collaborating agencies.
- f. Build relationships with existing businesses to help them expand or stay in the area and assist new business start-ups, including:
  - i. Visiting area companies for retention and expansion consultations;
  - ii. Working with new and expanding companies to facilitate growth;
  - iii. Provide small business and entrepreneur support;
  - iv. Work with Haywood Community College to develop workforce goals;
  - v. Work with Elevate Program and other entrepreneur programs;
- g. Provide economic and applied research on the area, including:
  - i. Responding to research requests as appropriate;
  - ii. Preparing and presenting reports to government and business organizations.

**2. Payment for Services**

- a. The County shall pay to the Chamber the total sum of \$50,000.00 per fiscal year for the services described herein. Payment shall be made semi-annually commencing July 1, 2020 and January 15, 2021 and likewise for subsequent years.
- b. Funds will be disbursed and budgeted as follows:

Salaries and Wages	\$26,000
Research and Analytics	11,000 (currently Syneva Economics & Catalyst)
Events and Programs	6,000
Marketing & Advertisement	4,000
Travel	2,000
<u>Facility: Rent, Utilities etc.</u>	<u>1,000</u>
	\$50,000

- c. Items may be reallocated by approval of the County Manager.
- d. Any allocated funds remaining at the end of each fiscal year will be retained by the Chamber and that amount will be reduced in the following year's budget.
- e. Quarterly activity and expense reports will be submitted to the County Manager.

**3. Effective Date; Term; Termination**

- a. This MOU shall become effective on July 1, 2020. The agreement dated November 20, 2017 and other previous agreement(s) is hereby terminated.
- b. The term of this MOU shall be for a period of thirty-six (36) months, commencing on the effective date noted above through June 30, 2023.
- c. Both parties mutually agree that both parties can terminate this MOU, for any reason, with a ninety (90) day written notification.

**4. Notices**

All notices to be provided under this MOU shall be in writing and delivered by hand delivery or certified mail, return receipt requested, to the parties at the following addresses:

- a. Greater Haywood County Chamber of Commerce  
28 Walnut Street  
Waynesville, NC 28786
- b. Haywood County  
County Manager  
215 N. Main Street  
Waynesville, NC 28786

**5. Assignment**

This MOU shall not be assigned by either party.

**6. Amendment**

This MOU may be modified or amended only by a written amendment signed by both parties.

**7. Applicable Law**

This MOU shall be governed by and construed under the laws of the State of North Carolina.

**IN WITNESS WHEREOF**, the parties have duly executed this MOU as of the day and year first above written.

**GREATER HAYWOOD COUNTY CHAMBER OF COMMERCE**

BY: CeCe Hipps  
CeCe Hipps, President

Scott McLeod  
Scott McLeod, Chairman

ATTEST:

**HAYWOOD COUNTY**

Tracy L. Wells  
Tracy L. Wells, Clerk to the Board  
Board of County Commissioners

BY: L. Kevin Ensley  
L. Kevin Ensley, Chairman  
Board of County Commissioners

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

\_\_\_\_\_  
**Julie Davis**  
Haywood County Finance Director

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the day and year first above written.

**GREATER HAYWOOD COUNTY CHAMBER OF COMMERCE**

BY: CeCe Hipps  
CeCe Hipps, President

Scott McLeod  
Scott McLeod, Chairman

ATTEST:

**HAYWOOD COUNTY**

Tracy L. Wells, Clerk to the Board  
Board of County Commissioners

BY: L. Kevin Ensley, Chairman  
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This MOU has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Julie H. Davis  
**Julie Davis**  
Haywood County Finance Director

## ADDITIONAL HAYWOOD COUNTY CONTRACT TERMS/CONDITIONS AND SIGNATURE PAGE

### NON APPROPRIATION

If funds are not appropriated during the term of this Agreement for this agreement, and there are no other available funds with which payment can be made, this agreement is terminated on the last day of the fiscal period for which appropriations were received without penalty or expense.

### IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. Chapter 147, Article 6E

As of the date listed below, the vendor or bidder listed below is not listed on the Final Divestment List created by the State Treasurer pursuant to the applicable provisions of Chapter 147, Article 6E of the N.C.G.S. The undersigned certifies that he or she is authorized by the vendor or bidder listed below to make the foregoing statement.

NOTE: N.C.G.S Chapter 147, Article 6E requires this certification for bids or contracts with the various governmental entities of North Carolina, including counties. The certification is required when a bid is submitted, when a contract is entered into, and when a contract is renewed or assigned. No vendor may utilize any subcontractor found on the State Treasurer's Final Divestment List. The List is updated every 180 days, and can be found at [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran)

### NORTH CAROLINA E-VERIFY CERTIFICATION

**APPLICABILITY:** Pursuant to North Carolina General Statute 64-25, the certification is applicable for all contracts entered into by Haywood County, except contracts solely for the purchase of goods, apparatus, supplies, materials, equipment, or contracts with specific other entities as described in N.C.G.S. §143-133.3, piggy-back contracts, and travel purchases.

**CERTIFICATION:** By signing and entering into this contract with Haywood County, I hereby certify that I comply with E-Verify, the Federal program used to verify the work authorization of newly hired employees. I certify compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes. If applicable, I am also certifying that any subcontractor hired or used by me will comply with E-Verify.

### ADA AND CIVIL RIGHTS CERTIFICATION OF COMPLIANCE

I hereby certify that I comply with all applicable federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act

### UNIFORM GUIDANCE ("UG") REQUIRED CONTRACT PROVISIONS

Uniform Guidance ("UG") is a set of uniform standards for contracts involving the award/expenditure of certain federal monies. If the UG requirements are not applicable, the UG provisions do not apply, unless specifically stated so in the contract.

NOTE: BY SIGNING THE HAYWOOD COUNTY SIGNATURE PAGE, YOU AGREE TO FOLLOW THE ATTACHED TERMS AND CONDITIONS, TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE.

**VENDOR**

Vendor Name: Haywood Chamber of Commerce  
By: G&C Hippe Title: President  
Date: 7-13-20

**HAYWOOD COUNTY**

By: Bryant Mosher  
County Manager  
Date: 07/22/2020

**ATTEST:**

Tracy L. Wells  
Clerk to the Board/Deputy Clerk to the Board

**APPROVED AS TO FORM:**

Frank Queen  
County Attorney

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

Julie H. Davis  
Finance Director

*Uniform Guidance ("UG") Required Contract Provisions*

**APPLICABILITY:** *UG is a set of uniform standards for award and expenditure of federal financial assistance, and applies to the purchase of apparatus, supplies, equipment, materials, services, construction and repair, and engineering/architectural services. See 2 CFR Part 200. Provided that these standards are applicable to you, by signing this signature page, you are certifying that your organization meets these requirements and that this certification, with the statutory references incorporated into each certification, on its face constitutes the "provision for compliance" for any paragraphs requiring such provision or other similar required statement, terms, or requirements. Haywood County is also required to be bound by such provisions. As the UG requires that any more stringent state law or local ordinance/policy supersedes these certifications, such state or local contractual references supersedes the requirements below, to the extent that the state or local provisions are more stringent than the federal requirements.*

*If the service provided under the contract is not covered by the UG, signing the contract signature page will not bind the parties to these requirements, unless if specified in the contract. See generally <https://www.ecfr.gov/cgi-bin/text-idx?SID=04e61f4e0a8317140a9ec150bb2ac195&mc=true&node=pt2.1.200&rgn=div5#ap2.1.200.1521.ii>*

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Ex. Order 11375, "Amending Ex. Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Cope land "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of

\$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Ex. Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Ex. Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Ex. Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

§200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]