



10-60-4200-450
\$ 21,000 - 8-17-2018
Erin Marie Wheeler

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

Contract No. 19-015

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

August 1, 2018 through June 30, 2019

This AGREEMENT, entered into on the August 1, 2018, by and between the Land of Sky Regional Council (hereinafter referred to as the "Council") and the Town of Montreat, 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.

2. **Compensation**

That for the purpose of providing funds for carrying out this Contract, the Local Government will pay the Council a fee of \$40.00 per hour for the services of the Council's payroll specialist and \$80.00 per hour for the services of the Council's Finance Director. These fees will be billed monthly.

3. **Travel**

The Local Government will pay for Council personnel's required travel to the Local Government's offices. These travel costs will be included in the monthly billing.

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 during the period beginning August 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.

ATTACHMENT A

TOWN OF MONTREAT
TECHNICAL ASSISTANCE - PAYROLL

August 1, 2018 - June 30, 2019

WORK PROGRAM / BUDGET

The following work program and budget are presented as descriptive of the work called for in the agreement concerning payroll processing activities by Land of Sky Regional Council for the Town of Montreal.

WORK PROGRAM

1. Technical Assistance With Payroll

Council staff will assist in the administration of the Town's biweekly payroll, payroll tax and retirement plan processing.

2. Other Technical Assistance

Council staff will provide advice and recommendations related to processing of payroll-related issues to help ensure that any issues are identified, and that payroll processes are working correctly going forward.

Town of Montreat

Land of Sky Regional Council

By: 

By: 

Title: Town Administrator

Title: Executive Director

Date: 8-17-18

Date: 9-4-18

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, Finance Officer Date 8-17-2018