

Contract No. 91900427
Funding No. _____

AGREEMENT (\$5,000 less than \$30,000)

Department Directors have authority to approve contracts less than \$30,000. Each department is still required to do any necessary review approvals which apply.

STATE OF NORTH CAROLINA _____

COUNTY OF BUNCOMBE

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the contractor agrees to the following:

1. Contractor shall furnish all labor, material, equipment, supervision and permits as necessary to perform the work described in Exhibit A, attached hereto and made a part hereof. It is further agreed that the Contractor will perform the work in accordance with Exhibit B, City of Asheville Terms and Conditions, attached hereto and made a part hereof.
2. The Contractor further agrees that this agreement requires written approval by the City of Asheville before Authorization to proceed is granted.
3. Upon satisfactory completion of the work and acceptance by the City, the City shall pay the Contractor the monetary sum written in Exhibit A for the work described in Exhibit A, attached hereto and made a part hereof unless stated differently in writing.
4. This Agreement incorporates Exhibit A (Scope of Work), Exhibit B (City of Asheville Terms and Conditions) and the Contract Signature Page.

This contract, made and entered this day of May 15, 2019, by and between the City of Asheville, a municipal corporation organized and existing under the laws of North Carolina (hereinafter referred to as "City") and Artists Designing Evolution, LLC, hereinafter referred to as "Contractor").

ATTACHMENTS: Exhibit A (Scope of Work), Exhibit B (City of Asheville Terms and Conditions) and the Contract Signature Page.

Contract Signature Page

Contract # 91900427

Council Resolution # _____ (if applicable)

IN WITNESS WHEREOF, each party has caused this agreement to be executed by its duly authorized official as of the day and year written above.

The Department Director by Written Approval conveys that this contract has been reviewed and presented for approval by the City of Asheville.

Department Director

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

Chief Financial Officer

City Manager's signature, if required
Attest to: CITY OF ASHEVILLE

City Clerk

BY: _____ DATE _____

City Manager

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

Witness my hand and notarial seal this _____ day of _____, 20 _____

Notary Public
Printed Name: _____
My Commission Expires: _____

Remove this Statement and insert one of the following signature paragraphs plus notary witness on this Contract Signature page, depending on the type of business you are contracting with. **ONLY USE ONE OF THE FOLLOWING SIGNATURE STATEMENTS ON THIS CONTRACT AGREEMENT FORM!**

Individual Person / Sole Proprietorship
or

Partnership
or
Corporation
or
Limited Liability Corporation

City of Asheville Contract Number 91900427

INDIVIDUAL PERSON / SOLE PROPRIETORSHIP SIGNATURE FORM

Signature: _____
Owner

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the county and State, do hereby certify
that _____ personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 20____

Notary Public
Printed Name: _____
My Commission Expires: _____

PARTNERSHIP SIGNATURE FORM

Signature: _____
General Partner

Name of Partnership

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify
that _____, General Partner of _____
Partnership, personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 20_____

Notary Public
Printed Name: _____
My Commission Expires: _____

CORPORATION SIGNATURE FORM

IN WITNESS WHEREFORE, the parties hereto have made and executed this Agreement as of the day and year first above written.

(Insert Name of Corporation)

By: _____
(Insert signature and title of officer)

STATE OF _____

COUNTY OF _____

I, _____, Notary Public of the aforesaid County and State,
certify that _____ personally came before me this day and
(Insert Name of Person Signing)
acknowledged that he/she is _____ of _____
(Insert Title of Office) (Insert Name of Corporation)
corporation, and that he/she, as _____, being authorized to do so,
(Insert Title of Person Signing)
executed the foregoing on behalf of the said corporation.

Witness my hand and notarial seal this _____ day of _____, 20____

Notary Public
Printed Name: _____
My Commission Expires: _____

LIMITED LIABILITY CORPORATION (LLC) FORM

BY: _____
Name of Limited Liability Corporation

Signature: _____
Member/Manager

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State do hereby
certify that _____, Member/Manager of _____, a limited
liability company, personally appeared before me this day and acknowledged the due execution
of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal this _____ day of _____, 20_____

Notary Public
Printed Name: _____
My Commission Expires: _____

Exhibit A -Scope of Work

Asheville Business Inclusion Development Plan For the Minority Business Department of the City of Asheville Project Execution May 2019 - September 2019

This ~~SERVICE CONTRACT~~ ("Service Contract"), effective as of May 10, 2019 ~~is made and entered into by and between the City of Asheville, Business Inclusion Office c/o Rosanna Fox Mulcahy, with offices located at 70 Court Plaza P.O. Box 7148, Asheville, NC 28802 (hereinafter the "Customer"), and Artists Designing Evolution, LLC. (adé PROJECT) c/o Cortina Jenelle Caldwell, with a registered address located at 67 Ebens Cove, Barnardsville, NC 28709 (hereinafter the "Co-facilitator"):~~

Whereas, Co-facilitator and Customer desire to enter into a relationship in which Co-facilitator will provide services outlined below which comprise the Asheville Business Inclusion Development Plan. Now, therefore, in consideration of the premises, and of the mutual promises and undertakings herein contained, the parties, intending to be legally bound, do hereby agree as follows:

Term & Payment

~~The term of this Agreement shall commence on May 10, 2019, and shall continue thereafter until terminated in writing by one of the parties, or at the conclusion of the work in Exhibit A. Projects will be performed on a firm fixed price basis or a time and materials basis, as indicated in Exhibit A. Any additional or unscheduled Services or Deliverables to be provided by Customer outside of Exhibit A must be mutually agreed upon in writing signed by both parties hereto referencing this Agreement.~~

Project Scope

The purpose of this project is to a business inclusion development plan for the office of Minority Business within the City of Asheville from the experience and perspective of active business owners of color who have contracted or intend to contract with local government for procured services and/or products. The goal of this project is to create a community-led blueprint for increasing participation and award activation among minority-owned businesses in bid opportunities with the City of Asheville.

Payment Schedule

Co-facilitator will receive \$2,750 in advance as mobilization payment to begin the work, due 15 days from the effective date of this contract. Additional funds allotted per this contract will be released by invoice. Invoices will contain a description of the Services or Deliverables provided. Invoices are due and payable within 15 days of Co-facilitators invoice date. Interest may be charged on all amounts unpaid after 60 days at the annual rate of 1-1/2 percent per month or the highest legal rate, whichever is lower. If any invoice is not paid when due, or by 60 days of invoicing, whichever is longer, Co-facilitator may suspend the provision of Services and/or Deliverables without liability or penalty until final resolution of the matter.

Timeline

The estimated timeline of the project is 13 sessions with the initial Inclusion Development Project Meeting held on or before July 1, 2019, at a time of day most suitable for participants. Participant invitations and marketing materials will be developed and submitted for approval for a circulation date of late May to early June 2019.

TOTAL BUDGET						
<i>Phase Number</i>	<i>Number Of Sessions</i>	<i># Of Participants</i>	<i>Hours Per Session Per Participant</i>	<i># of Cumulative Hours Per Phase</i>	<i>Hourly Rate</i>	<i>Total Budget Proposed</i>
Phase One	6	6	3	108	\$25	\$2700
Co-facilitator	6		4	24	\$40	\$ 960
Phase Two	6	6	2	72	\$25	\$1800
Co-facilitator	6		4	24	\$40	\$ 960
Phase Three	1	6	2	12	\$25	\$300
Co-facilitator	1 (plus R+D)		4	13.75	\$40	\$550
Total Participants	13 non-consecutive	6	8	198	\$4800	
Total Co-Facilitator	13 non-consecutive	1	13	53	\$1560	\$7,270

❖ **PHASE ONE-Policy Research and Recommendations**

- **Estimated time of completion:** Estimated time to complete Phase One of the business plan is 6 weeks. Three hours per team member a week allocated in the following manner 2 hours face to face weekly meetings and 1-hour individual research and homework.
- **Total Hours:** 18 hours a week for the team. Total team hours for Phase One 108 plus 24 for co-facilitator
- **Participants Stipend:** \$25.00 an hour for each individual and co-facilitator at \$40.00 per hour over the 13 session period to cover time and mileage for meetings. Weekly Hours: Up to three hours for phase #1, up to 2 hours for phase #2, and up to 3 hours for phase #3. Each person will be paid for their individual participation. Absences will not be paid. Co-Facilitator will have an actual contract because of the extra responsibilities.

- Participants will be assigned reading materials and bring back recommendations to each meeting. Recommendations will be discussed with the entire group and make decisions on which recommendations to move forward with.
- Sample Business Plan will be disbursed as the first reading assignment
- After each meeting, I will report back to the Equity Team
- There will be breaks between phases
- Number of Community Members: 5 to 6
- List of Suggested Community Members:

Contract type	Potential Community Member
Construction	Christopher Jones-(770)568-8394 Freddy Mitchell
Concrete	Dee Williams
Janitorial	Traci Freeze Jennifer Howard
Landscaping	To be Sourced
Catering	Robin Harris
HVAC/Heating	Mack R. Moore
Plumbing	Damion Bailey
Electrical	To Be Sourced

- Total Budget Requested for Phase One:

<i>Number of Sessions</i>	<i>Number of Hours per Week for Group Participants</i>	<i>Number of Community Members</i>	<i>Hourly Rate</i>
6	18	6	\$25
6	4	CO-FACILITATOR	\$40
		<i>Total Budget Phase One~</i>	<i>\$3660</i>

❖ **PHASE TWO- Business Plan Development**

- Estimated time of completion: Estimated time to complete Phase Two of the business plan is 6 weeks. Two hours per team member a week allocated in the following manner 1.5 hours face to face weekly meetings and 30 minutes of individual research and homework.
- Total Hours: 12 hours a week for the team. Total team hours for Phase Two 72 plus 24 for co-facilitator.
- Participants Stipend: \$25.00 an hour for each individual and co-facilitator \$40.00 over the 6 week period to cover time and mileage for meetings. The group will be paid as one every two weeks (three payments total). Each person will be paid for their individual participation. Absences will not be paid.
- Team Members: The team members from Phase One will remain to maintain the cohesiveness of the policies and the business plan.
- Participants will be assigned research questions and materials and bring back recommendations to each meeting. Recommendations will be discussed with the entire group and make decisions on which recommendations to move forward with
- After each meeting, I will report back to the Equity Team
- Breaking periods will be established in between each phase
- Total Budget Requested for Phase Two:

<i>Number of Sessions</i>	<i>Number of Hours per Session for group</i>	<i>Number of Community Members</i>	<i>Hourly Rate</i>
6	12	6	\$25
6	4	CO-FACILITATOR	\$40
		<i>Total Budget Phase Two</i>	<i>\$2,760</i>

❖ **PHASE THREE- Closing**

- A meeting to collect the details of how the project ran over the previous two phases.
 - During this meeting, we will analyze the project's initial goals compared to its current state.
 - Identify any problems encountered along the way and what steps were taken to address these problems.
 - How does the team members feel about their own input regarding the project's implementation?
 - Report out

- Estimated time of completion: Estimated time to complete Phase Three of the business plan is one 2-hour meeting plus 4 hours of co-facilitation. Additional time allotted for co-facilitator to draft report, summary and conduct review of the previous two phases.
- Participants Stipend: \$25.00 for each individual and co-facilitator \$40.00 per hour. Each person will be paid for their individual participation. Participant absences will not be paid.

- Total Budget Requested for Phase Three:

<i>Number of Sessions</i>	<i>Number of Hours per Session for group</i>	<i>Number of Community Members</i>	<i>Hourly Rate</i>
1	12	6	\$25
1	13.75	CO-FACILITATOR	\$40
<i>Total Budget Phase Three</i>			\$850

1. **SCOPE OF WORK:** CONTRACTOR shall provide the service as set forth in **Exhibit A**. If there are any terms in **Exhibit A** that conflict with the terms in **Exhibit B**, the terms in **Exhibit B** take precedent and shall control.

2. **TERM:** The term of this Agreement shall be until the project is completed or as set forth in **Exhibit A**.

3. **COMPENSATION:** The City will compensate the CONTRACTOR as set forth in **Exhibit A and/or the Agreement**. The agreed upon amount shall not be exceeded, unless the City amends or renews the Agreement in accordance with all applicable City policies.

4. **TIME KEEPING:** If applicable, the CONTRACTOR shall provide a timekeeping record of all hours worked and description of the duties performed during the hours worked. All timesheets shall be submitted to the Department Director or his or her designee for review and payment of services. These time sheets shall be submitted on a monthly basis. The City shall pay all invoices within thirty (30) days of submittal.

5. **EMPLOYEES OF CONTRACTOR:** Any employees furnished by CONTRACTOR, pursuant to this Agreement, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, license, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this Agreement.

6. **INSURANCE:** The CONTRACTOR agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The CONTRACTOR shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the CONTRACTOR's general liability policy and provide a waiver of subrogation on the CONTRACTOR's general liability and workers' compensation policies. In the event of bodily injury, property damage, or financial loss caused by CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's services performed under this Agreement, the CONTRACTOR's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the CONTRACTOR and CONTRACTOR's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the CONTRACTOR has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City. Upon request, the CONTRACTOR shall provide the City copies of their insurance policies.

Commercial General Liability:	\$1,000,000 per occurrence
Commercial Auto Liability:	\$1,000,000
Excess (Umbrella) Liability:	\$1,000,000
Workers' Compensation:	Statutory
Employer's Liability:	\$500,000

Certificate of Insurance lists City of Asheville, PO Box 7148, Asheville, NC 28802, as Certificate Holder.

7. **HOLD HARMLESS / INDEMNITY:** CONTRACTOR shall indemnify, defend and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by City, its officers or employees. The CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. The CONTRACTOR hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder. **Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.**

8. **SKILL OF CONTRACTOR:** The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.

9. COMPLIANCE WITH OTHER LAWS: CONTRACTOR shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.

10. TERMINATION: This Agreement may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this Agreement by registered mail, certified mail or by other means.

11. MISCELLANEOUS CONDITIONS: (a) This Agreement, along with referenced Exhibits, contains the entire Agreement between the parties. (b) Should any provision or provisions contained in this Agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect. (c) This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina. (d) This Agreement is not assignable by either party without the prior written consent of the other party.

12. RENEWAL: The City may elect to renew this Agreement for additional 0 twelve (12) month periods. In order to elect renewal, the City shall provide the CONTRACTOR with sixty (60) days written notice prior to the end of the current term of this Agreement. Upon receipt of this notice, the CONTRACTOR shall provide ten (10) days written notice to the City regarding whether or not it agrees to renew the Agreement and for what amount. The parties acknowledge that approval by the City Council may be required, based upon the amount to be paid for performance of the Agreement.

13. RIGHT TO AUDIT: CONTRACTOR shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document CONTRACTOR's performance. The City shall have a right to access the fiscal and other records of CONTRACTOR that are pertinent to this Agreement to perform examinations and audits. CONTRACTOR shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

14. NON APPROPRIATIONS: Notwithstanding any other provisions of this Agreement, if the City does not receive said funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

15. E-VERIFY EMPLOYER COMPLIANCE: By executing this Agreement, the CONTRACTOR and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes, certify they shall comply with E-Verify requirements to Agreement with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>

16. DRUG FREE WORKPLACE:

The City is a drug-free workplace employer. By executing this contract, CONTRACTOR certifies that they and their subcontractors shall comply with the City's Drug Free Workplace policy. This policy may be viewed at the following: http://ashevillenc-prod.civica.granicusops.com/departments/purchasing/drug_free_work_policy.htm