Contract No._____

Contract with:

Land of Sky Regional Council Award Notice

Type of Award: __X__ Sub-Award _____ Purchase of Goods & Service	**Contract No:** __X__ New _____ Modification
Buncombe County	**Land of Sky Regional Council**
Buncombe County Address:	**Land of Sky Regional Council** Address: 339 New Leicester Hwy, Suite 140 Asheville, NC 28806
1. TIN/EIN:	**Source of Funding:** Prime Sponsor: Dogwood Health Trust Federal Aid Number: CFDA: **Federal Provisions Applicable:** ___NO.___ *[if marked, **Federal Funds** clause is included in compliance with 2 CFR Part 200]*
2. **DUNS:**	
Grant Title/Code: DHT Digital Opportunities Grant 699	
Congressional Districts: Awardee: NC11 Awardee Performance Area: NC11	4. **Funding Information/Period of Performance:**
	a. Amount Funded this Action: $40,000
	b. Amount Cost Share: N/A
	c. Total Funds: $40,000
	d. Start Date: **7/3/26**
	e. End Date:10/18/26
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.	
Signature: _____ **Finance Officer: Mike Blount**	**Date:** _____

Awardee	Land of Sky Regional Council
Principal Contact: Name: Jaime McDowell Phone: (828) 250-4771 Email: Jaime.McDowell@buncombenc.gov	**LOSRC Energy and Economic Development Program Manager:** Name: Sara Nichols Phone: 828.251.6622 **Initial:** SN Email: sara@landofsky.org
Fiscal Officer: Name: Phone: Email:	**LOSRC Financial Officer:** Name: Mike Blount Phone: 828.251.6622 Email: mike@landofsky.org
Send Payment to: **Buncombe County**	**Send Invoices to:** savanah@landofsky.org Accounts Payable Land of Sky Regional Council 339 New Leicester Hwy, Suite 140 Asheville, NC 28806

The undersigned hereby certifies further that:

- He or she is a duly authorized representative of the Entity named herein;
- He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Entity; and
- He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony

Awardee	***Land of Sky Regional Council***
Signature: _____	Signature: _____
Name: Title:	Name: Nathan Ramsey Title: Executive Director
Date: _____	Date: _____

Interlocal Memorandum of Agreement

July 3, 2026 – October 30, 2026

THIS AGREEMENT, made July 3rd, 2026 by and between Land of Sky Regional Council, hereinafter called the "Council", and Buncombe County, hereinafter called the "Consultant."

WITNESSETH:

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; and

WHEREAS, the Council has been awarded funding from the Digital Opportunities Hub grant program to conduct the Scope of Work (Exhibit A); and

NOW, **THEREFORE**, the parties hereto do mutually agree as follows:

1. **Personnel and Scope of Work**

   That during the period of this Contract, the Consultant will furnish the necessary trained personnel to the Council. The Consultant personnel will provide professional services to ensure compliance with the Council and Dogwood Health Trust's guidelines and required reporting.
   The Council hereby agrees to engage with the Consultant and both named entities agree to perform in a satisfactory and proper manner the work as described in the "*Scope of Work*" in Exhibit A.

2. **Length of Contract**

   The Council and Consultant shall ensure that all services required herein shall be undertaken and completed in such sequence as to assure expeditious completion of the purposes of this Contract within the timeframe established in the attached Scope of Work.

3. **Compensation and Method of Payment**

   The Council agrees to reimburse the Consultant for the agreed upon Project cost upon submission of an invoice with required supporting documentation. All payments shall be made pursuant to authorization in this Agreement and in the resolution or agenda item in which the specific amount for the project was approved.

4. **Termination/Modifications**
   The Consultant may terminate the contract by giving a thirty-day written notice to the Council (via email). 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 through a formal contract amendment.

5. **Assignment of Interests**

   The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the Council or unless specifically contained in the Scope of Work attached hereto.

6. Changes

The Consultant may request changes in the Scope of Work or services to be performed hereunder. Such changes, including any increases or decreases in compensation, which are mutually agreed upon by and between the Consultant and Council, shall be incorporated as written amendments to this Agreement.

7. Records

The Consultant and Council agree to keep financial records and other applicable records for this project available during the contract period and for five (5) years from the date of payment of the final invoice for inspection and audit by any authorized representatives of the Council.

8. Applicable Laws

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina. The Consultant shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal and local governments which may in any manner affect the performance of this Agreement.

9. Indemnification

To the extent allowed by law, the Council agrees to indemnify, hold harmless and defend the Consultant as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the Council or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

To the extent allowed by law, the Consultant agrees to indemnify, hold harmless and defend the Council as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the Consultant or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

10. 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.

11. 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.

12. 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.

13. E-Verify Provision

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Council, and the Council'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

14. Attachments

The following attachments are made a part of this agreement by this reference:

a. Exhibit A: Scope of Work
b. Attachment A: Project Proposal

Exhibit A: Scope of Work

The following scope of work is presented as descriptive of the work called for in the agreement concerning project activities by the Council with the Consultant. This program is intended to help the Consultant expand work that closes digital access gaps to Western North Carolina residents they serve. The Consultant has indicated service needs for low income and other low digital access residents that suffer additional digital distress and thus are a priority population for LOSRC WestNGN programming.

The scope of work includes:

The goals of:

- To increase digital access among the clients of the Consultant through provision of device access.
- To attempt to establish a longer-term model for the Consultant and the Council to work together on digital access support.

The above goals will be accomplished by undertaking the following activities:

- The Council will consider ways to increase adoption of internet and device access among the Consultant's clients. The Council will provide $40,000 in funding through this agreement.
- The Consultant will evaluate clients' digital opportunity needs and share collected data with the Council. The Consultant will provide digital navigation services to clients as needed. The Consultant will provide devices and accessibility software to clients as needed.

All above activities may be repeated for the duration of the contract upon mutual agreement of the Parties.

Estimated time to complete:
The initial period, with an option to extend upon mutual agreement of the Parties, shall be October 18, 2026.

Attachment A: Project Proposal

Buncombe County Public Libraries would like to purchase 20 laptops for a mobile laptop lab. These devices will be used by library staff and patrons for tech-based programming and instruction. Each device would be outfitted with Microsoft office, a mouse, internet filtering, and DeepFreeze. If there is additional funding from the $40,000 left over after the hardware and software costs, we will purchase keyboards and monitor docking stations to allow for more accessibility when teaching computer classes. Laptops are requested because our facilities are not designed in a way that allows for permanent computer labs. We also have an internal courier service that can transport the laptop lab from location to location for use across Buncombe County.

How will you measure success?:

- Number of digital skills classes offered
- Number of patrons served
- Geographic reach of patron residences
- Pass rates of digital skills assessments
- Patron feedback surveys