LAND OF SKY REGIONAL COUNCIL

MASTER SERVICES AGREEMENT

<table>
<tr><td>Type of Award:
_____ Sub-Award
___X___ Purchase of Goods & Service</td><td colspan="2">Contract No:
___X___New
_____ Modification</td></tr>
<tr><td>LOSRC</td><td colspan="2">Community</td></tr>
<tr><td>Land of Sky Regional Council
339 New Leicester Hwy, Suite 140
Asheville, NC 28806</td><td colspan="2">Town of Black Mountain
160 Midland Ave
Black Mountain NC 28711</td></tr>
<tr><td colspan="2">1. EIN:
561024369</td><td rowspan="3">Source of Funding:
Prime Sponsor: Federal & State
Federal Aid Number:
CFDA: 66.468 (DWSRF)
Federal Provisions Applicable: Yes

[if marked, Federal Funds clause is included in compliance with 2 CFR Part 200]</td></tr>
<tr><td colspan="2">2. UEI:
HS8MVFRAYH57</td></tr>
<tr><td colspan="2">3. Proposal/Project Title:
Town of Black Mountain Grant Administration</td></tr>
<tr><td>4. Grant Code:</td><td>5. Vendor #:</td><td>6. Funding Information/Period of Performance:
a. Amount Funded this Action: $155,852.70
c. Total Funds: $155,852.70
d. Start Date: 10/1/2026
a. End Date: 6/30/2029</td></tr>
<tr><td colspan="2">7. Invoicing Schedule:

Quarterly (unless otherwise specified in a specific task order)</td><td></td></tr>
<tr><td colspan="3">FISCAL PRE-AUDIT CERTIFICATE: This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act</td></tr>
<tr><td colspan="2">Signature: _____

Finance Officer: Jay Copely</td><td>Date: _____</td></tr>
</table>

LOSRC Principal Contact: Name: Mary Roderick Phone: 828.251.6622 Email: mary@landofsky.org	**LOSRC Department Director:** Name: Erica Anderson Phone: 828.251.7442 **Initial: EA** Email: erica@landofsky.org
	LOSRC Financial Officer: Name: Mike Blount Phone: 828.251.6622 Email: mike@landofsky.org
Send Invoice to: Finance Officer Name: Jay Copely Phone: (828) 419-9300 Email: Jay.copely@tobm.org	**Send Payment to:** Accounts Receivable 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

Land of Sky Regional Council	***Town of Black Mountain***
Signature: _____	Signature: _____
Name: Nathan Ramsey Title: Executive Director	Name: Richard N. Hicks Title: Interim Town Manager
Date: _____	Date: _____

MASTER SERVICES AGREEMENT
between

LAND OF SKY REGIONAL COUNCIL

and

TOWN OF BLACK MOUNTAIN

for Grant Administration Services

THIS AGREEMENT, entered into on the day of _____***, by and between*** the **Town of Black Mountain**, North Carolina, hereinafter referred to as the "Town," and **Land of Sky Regional Council**, hereinafter referred to as the "Council."

WITNESSETH that:

WHEREAS, the Town receives and anticipates receiving federal and state grant funding for community development, infrastructure, economic development, environmental, disaster recovery, water, wastewater, housing, and public facilities projects; and

WHEREAS, the Town desires to engage the Council to provide grant administration and related professional services on an as-needed basis; and

WHEREAS, the parties desire to establish a Master Services Agreement whereby specific services may be authorized through individual Task Orders issued during the term of this Agreement;

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

1. SCOPE OF WORK

The Council shall provide professional grant administration and related support services as requested by the Town and authorized through individual Task Orders. Services may include, but are not limited to, the following:

a) Program Coordination and Communication

Coordinate and communicate with Town staff, funding agencies, regulatory agencies, contractors, subrecipients, and other project stakeholders regarding all aspects of grant-funded projects and program requirements.

b) Compliance Management

Review applicable grant agreements, policies, regulations, guidance, procedures, and program requirements and assist the Town in maintaining compliance with all applicable federal, state, and local requirements.

c) Documentation and Records Management

Identify, organize, maintain, and assist in the collection of all documentation necessary to support grant administration, reimbursement requests, monitoring activities, audits, and project closeout.

d) Procurement and Contract Administration Support

Assist the Town with procurement planning, solicitation development, procurement compliance reviews, contract administration, and acquisition of goods and services in accordance with applicable funding source requirements and procurement regulations.

e) Environmental and Regulatory Compliance

Assist with environmental review requirements, historic preservation requirements, permitting coordination, labor standards compliance, and other regulatory requirements associated with grant-funded projects.

f) Financial Management

Review expenditures, contractor invoices, consultant invoices, and supporting documentation for eligibility, allowability, allocability, and compliance with grant requirements.

g) Reimbursement and Payment Requests

Prepare, process, and submit reimbursement requests, drawdown requests, payment requests, and supporting documentation required by funding agencies.

h) Reporting

Prepare and assist with the submission of required progress reports, financial reports, performance reports, closeout reports, and other grant-related reporting requirements.

i) Monitoring And Audit Support

Provide support for monitoring visits, desk reviews, compliance reviews, inspections, audits, and other oversight activities conducted by funding agencies or authorized representatives.

j) Project Closeout

Perform grant closeout activities, including final reporting, financial reconciliation, records organization, resolution of outstanding compliance issues, and completion of all funding agency closeout requirements.

k) Additional Services

Provide other grant administration, project management, compliance, financial management, procurement support, technical assistance, capacity building, and related professional services as may be requested by the Town and authorized through a Task Order.

2. TASK ORDERS

This Agreement shall apply to as many grant-funded projects as the Town and Council agree to undertake. The Town may authorize services under this Agreement through a written Task Order Authorization. [See Exhibit A under Attachments]

Each Task Order shall include:

a. Project Information;

b. Project Description;

c. Period of Performance;

d. Compensation Method with Not-to-Exceed Amount; and

e. Special Federal or State Requirements.

f. Authorization

Upon execution by both parties, each Task Order shall become part of this Agreement and shall be governed by all terms and conditions herein.

In the event of a conflict between a Task Order and this Agreement, the Task Order shall control only with respect to the specific project covered by the Task Order.

No work shall commence until the Task Order has been fully executed and written authorization to proceed has been issued by the Town.

3. LENGTH OF CONTRACT

The Council and Town 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 Master Service Agreement within the timeframe established in Box 6 of the Cover Page.

The Town may extend the Agreement for additional months by written amendment.

Task Orders issued prior to expiration of the Agreement shall remain in effect until completion unless otherwise terminated.

4. COMPENSATION AND METHOD OF PAYMENT

The Town agrees to reimburse the Council for the agreed upon Project cost upon submission of an invoice with required supporting documentation. Payment shall be made within thirty (30) days following receipt and approval of a proper invoice. 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.

5. TERMINATION/MODIFICATIONS

The Council or Town may terminate the contract by giving thirty (30) days' written notice to the other entity (via email). Furthermore, any amendment to this Agreement or any Task Order shall be made only through a formal contract amendment executed by both parties.

The Town may immediately terminate this Agreement or any Task Order for cause, including:

a. Material breach of contract;

b. Failure to comply with grant requirements;

c. Fraud or misrepresentation;

d. Failure to maintain required insurance.

6. ASSIGNMENT OF INTERESTS

The Council 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 Town or unless specifically contained in the Master Service Agreement and/or Task Orders.

7. CHANGES

The Council or Town may request changes in the scope of services to be performed.

Any mutually agreed changes, including increases or decreases in compensation, shall be incorporated by written amendment or Task Order modification.

8. RECORDS

The Council shall maintain all financial, procurement, project, and administrative records associated with this Agreement and each Task Order.

Such records shall be retained during the contract period and for a minimum of five (5) years following final payment or project closeout, whichever occurs later.

The Town, State of North Carolina, Federal awarding agencies, Inspectors General, and other authorized governmental representatives shall have access to such records for audit and inspection purposes.

9. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

The Council and Town shall comply with all applicable federal, state, and local laws, ordinances, regulations, executive orders, grant requirements, and administrative guidance applicable to the services provided under this Agreement.

10. INDEMNIFICATION

To the fullest extent permitted by law, the Council agrees to indemnify, hold harmless, and defend the Town, its elected officials, officers, employees, and agents against claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from any negligent act, error, omission, or misconduct of the Consultant, its employees, agents, or subcontractors in performing obligations under this Agreement.

To the fullest extent permitted by law, the Town 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.

11. NONDISCRIMINATION CLAUSE

No person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the basis of race, color, national origin, religion, sex, age, disability, veteran status, or any other protected classification under any program or activity funded in whole or in part under this Agreement.

12. AGE DISCRIMINATION ACT OF 1975, as amended

No qualified person shall, on the basis of age, be excluded from participation in, denied benefits of, or otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

13. SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended

No qualified individual with a disability shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

14. 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

15. CONFLICT OF INTEREST

The Council shall disclose any actual or potential conflict of interest and shall comply with all applicable federal, state, and local conflict-of-interest requirements.

16. OWNERSHIP OF DOCUMENTS

Upon payment, all reports, grant files, reimbursement packages, monitoring responses, closeout documents, analyses, and project-specific work products prepared for the Town shall become property of the Town.

The Council shall retain ownership of proprietary systems, templates, methodologies, software, and pre-existing intellectual property.

17. FEDERAL FUNDS

The Town shall make all necessary inquiries to correctly identify the source of funding for the Agreement. When services are funded in whole or in part with federal funds, the Council shall comply with all applicable provisions of:

- 2 CFR Part 200;
- 2 CFR Part 200 Appendix II;
- Equal Employment Opportunity requirements;
- Davis-Bacon Act;
- Copeland Anti-Kickback Act;
- Contract Work Hours and Safety Standards Act;
- Clean Air Act;
- Federal Water Pollution Control Act;
- Debarment and Suspension requirements;
- Byrd Anti-Lobbying Amendment;
- Procurement of Recovered Materials requirements;

• Record Retention requirements; and

• Any grant-specific federal requirements imposed by the awarding agency.

18. ATTACHMENTS

The following attachments are incorporated into this Agreement by reference:

Exhibit A – Task Order Authorization Forms

Exhibit B – Byrd Anti-Lobbying Certification

19. FISCAL CONTROL ACT COMPLIANCE

This Agreement is subject to the provisions of the North Carolina Local Government Budget and Fiscal Control Act.

No obligation shall be incurred by the Town unless the requirements of N.C.G.S. §159-28 have been satisfied.

END OF THE MASTER SERVICE AGREEMENT