

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 30, 2018, 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 Patrick Ryan Conant (DBA PRC Web Development) 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 # 91800426


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.

 DATE 5/31/2018
Department Director

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

 DATE 6/19/18
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: _____

City of Asheville Contract Number 91800426

INDIVIDUAL PERSON / SOLE PROPRIETORSHIP SIGNATURE FORM

Signature: Patrick Constant
Owner

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

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

Witness my hand and notarial seal this 11th day of June, 2018

Notary Public Patricia Roberts
Printed Name: PATRICIA ROBERTS
My Commission Expires: 9/27/2021

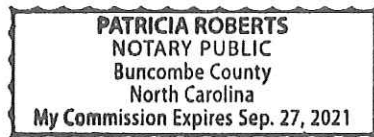


EXHIBIT A – SCOPE OF WORK

PRC Applications will provide technical consulting services for the purpose of updating and improving the City of Asheville's Intranet site, OneAsheville.

The work will include the following:

Main development items :

Enhancements to the bulk user sync (estimated 5 - 10 hours)

Update the blog functionality using the WP RSS aggregator Feed to Post plugin (estimated 5 - 10 hours)

Fix issues with Channels (Media Upload) (estimated 5 hours)

Switch to use Google profile avatars instead of the pictures uploaded to One Asheville (estimated 2 - 4 hours)

Add shortcode for letting users iframe specific sites - e.g. smartsheets (estimated 4 hours)

Research and training items:

Train IT staff for accessing database and other important files in case PRC is not available during an emergency (estimated 1 hour)

Verify backup frequency and train IT staff how to restore from a backup if needed (estimated 1 hour)

Research and possibly begin implementing moving away from BuddyPress channels to using Google Groups instead. (estimated 2 - 4 hours for research)

This work will be completed on a Time and Materials basis at an hourly rate of \$150/hr not to exceed \$6750.

GENERAL TERMS AND CONDITIONS
EXHIBIT - B

CONTRACT #91800426

1 of 3

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.

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 **two (2)** 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