



REQUEST FOR PROPOSALS

Henderson County 2045 Comprehensive Plan

RFP Issue Date:	Thursday, October 1, 2020
Mailing Address for Submission:	Janna Peterson, Planner III Henderson County Planning Department 100 N. King St. Hendersonville, NC 28792
Email Address for Submission:	jpeterson@hendersoncountync.gov
Deadline for Written Questions:	Monday, October 19, 2020
Proposal Due Date:	Thursday, October 22, 2020

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Statement of Need

Henderson County is seeking proposals from qualified, professional consultants who will assist the County in creating a comprehensive plan for land use that updates, incorporates, and builds upon the current County Comprehensive Plan (CCP), while creating the policy framework for balanced growth over a 25-year planning horizon. The consultant(s) awarded this contract will have the primary responsibility of developing the 2045 Comprehensive Plan document and will work in coordination with Henderson County's Planning Department.

County History and Overview

Henderson County is located in the mountains of western North Carolina. The County borders South Carolina to the south and Buncombe County to the north; the City of Asheville is approximately 30 minutes from the county seat in Hendersonville. The County is approximately 375 square miles and has five incorporated municipalities; City of Hendersonville, Town of Laurel Park, Village of Flat Rock, Town of Mills River, and Town of Fletcher. There is also a small portion of the Town of Saluda that falls within Henderson County.

The County's estimated population is 116,748 based on the 2018 American Community Survey with the majority of residents living in unincorporated areas. Thirty percent of all residents are aged 62 and older. With a large proportion of the community retired or nearing retirement, it will be essential for the 2045 Comprehensive Plan to adequately prepare for proper land use and infrastructure to support our aging community.

The County's current comprehensive plan was adopted in 2004 and was a twenty-year plan. The County recently adopted an extension of the current plan until 2023. Since the plan's adoption, the County implemented new county-wide zoning (2007) with the adoption of the Land Development Code (LDC), floodplain restrictions, stormwater and erosion controls regulations, and high density water supply/watershed preservation requirements. The amount of time that has passed, coupled with the major changes to the Land Development Code, requires the County to perform a full rewrite of the comprehensive plan.

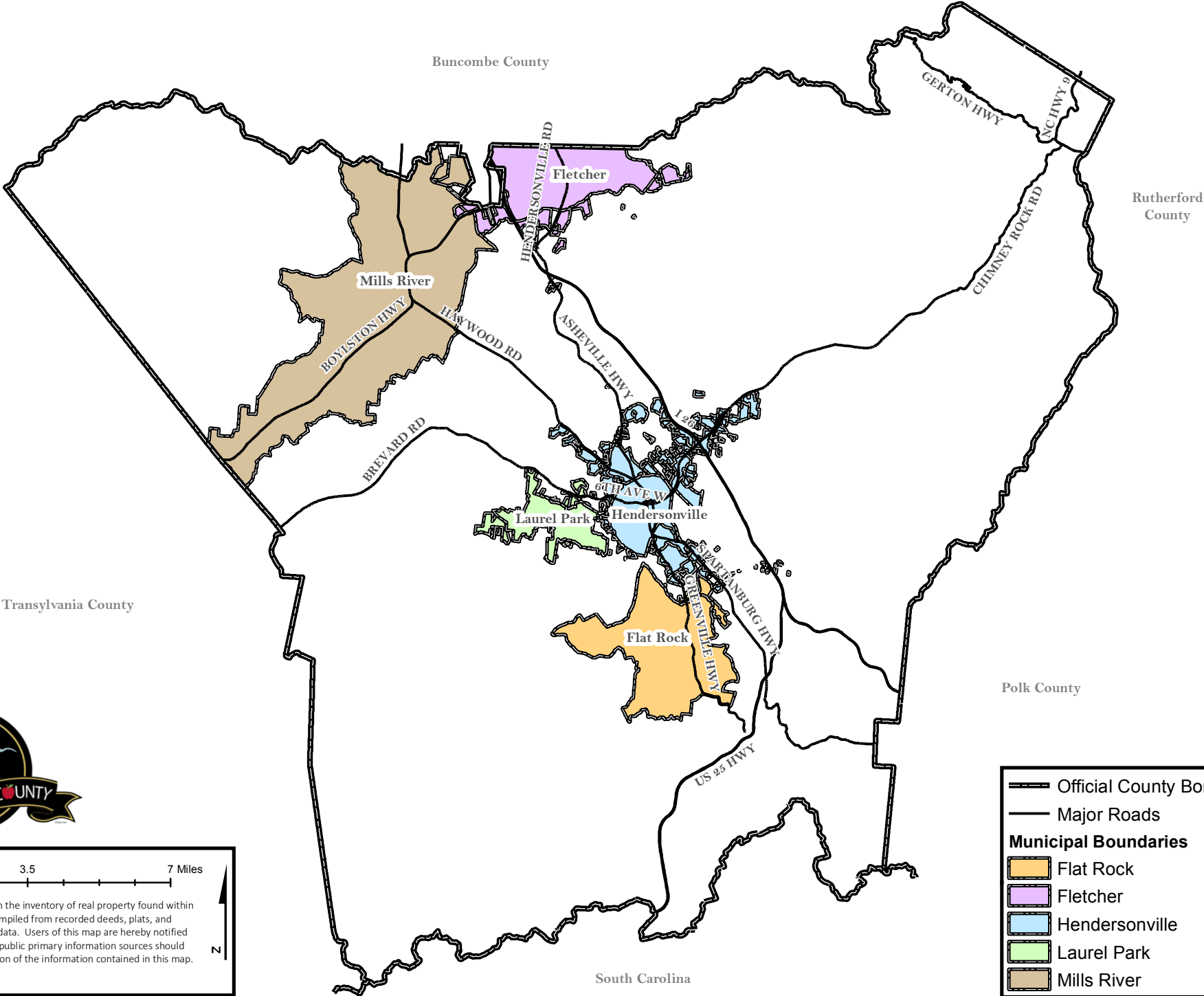
Henderson County is experiencing increased pressure on road infrastructure and housing inventory mainly due to the sprawl from neighboring Buncombe County and the influx of "second-home" residents. The 2045 Comprehensive Plan will need to address these pressures and ways to work with NCDOT amidst their financial crisis and recent plans to halt and postpone most major roadway projects. The selected consultant should consider the County's high level of public participation in land use and transportation decision making, but also actively pursue the large portion of County residents who are not typically engaged. The consultant will help design a public participation plan that specifically targets underrepresented community members and aims for substantial public involvement in the planning process.

The County has undertaken many other long range planning efforts. Recently, these plans focused on bike and pedestrian infrastructure. Below is a list with links to the relevant plans. Part of the new comprehensive plan will be to integrate the existing community plans and receive an update from the original stakeholder groups regarding recommendations and developing recommendations for the remaining community plans through community participation. Going forward, County staff will perform problem-based long range planning that focuses on corridors and small areas versus large and diverse communities.

Adopted Plans to Review

- [Henderson County Comprehensive Plan 2020](#)
- [Etowah Horse Shoe Community Plan 2009](#)
- [Edneyville Community Plan 2010](#)
- [Dana Community Plan 2011](#)
- [Green River, Tuxedo and Zirconia Plan 2014](#)
- [East Flat Rock Community Plan 2018](#)
- [Greenway Master Plan 2019](#)

Planning Area



0 1.75 3.5 7 Miles

This map is prepared from the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained in this map.



- Official County Border
- Major Roads
- Municipal Boundaries**
- Flat Rock
- Fletcher
- Hendersonville
- Laurel Park
- Mills River

Expectations of Consultant

Throughout the process the selected consultant will be expected to utilize their experience and drive the process. To achieve this goal, and utilize the experience of the selected consultant, the County will require the following expectations be met and identified within the consultant's proposal:

1. Initial meeting with County staff to review a project timeline, schedule meetings and begin the process of data acquisition.
2. Review all existing plans, maps, documents, data and other materials relevant to the project. County staff will provide all available existing documentation to the consultant. The consultant will study and consolidate applicable materials into the 2045 Plan.
3. Plan and possibly conduct meetings with key elected and appointed officials.
4. Plan an extensive stakeholder and public outreach process using a range of methods to inform and involve stakeholders, citizen organizations and the general public. County staff is prepared to implement the various public outreach activities to ensure the consultant(s) can focus on data analysis and document creation.
5. Develop 2045 Plan goals, objectives, and implementation strategies based on technical data and public input.
6. Draft materials for review and comment by the County in accordance with a schedule developed at the beginning of the planning process.
7. Confirm the final 2045 Plan conforms to existing North Carolina General Statutes including NCGS 160D.
8. Analyze consistency of current County ordinances and policies in relationship to the 2045 Plan goals and objectives.
9. Prepare a draft document for public review and comment. The plan should be presented in a format and language that is user-friendly and easily understood by the general public and that can be edited or amended by County staff in the future.
10. Prepare a final draft document and present at all associated meetings including the public hearing(s) for adoption of the plan.
11. Provide at least bi-weekly updates, primarily via e-mail or virtually and occasionally in-person, to update County staff on project status, discuss issues and review drafts. Periodic written status reports and status update presentations may also be required to the Planning Board and Board of Commissioners.

Scope of Services

The consultant will be expected to conduct the following tasks. The County strongly encourages proposers to expand on these tasks, emphasize tasks, and to suggest additional tasks not identified in this RFP that may be necessary or beneficial.

- Project Meetings: The consultant is expected to meet regularly with staff. When appropriate, these meetings may be via telephone or video conference.
- Meetings with Staff, Planning Board, stakeholder groups, and the Board of Commissioners: County staff will primarily work with stakeholders and the public, but consultant participation may be necessary. In addition, the consultant will attend the Plan's formal adoption by the Planning Board and Board of Commissioners.
- Public Engagement and Communications: Public Participation is essential to this planning effort and must include an outreach and public participation process designed to engage the public and specific stakeholders in visioning the future of the County. Significant public input will be required throughout

the process. We anticipate that a number of public meetings will be held in order to seek the opinions and views of the public at large, report on progress as the plan develops, solicit comments on specific ideas or concepts, and identify problems or barriers that must be acknowledged and overcome. Public involvement in the planning process and acceptance of the final plan is critical to the success of this effort, and respondents should explain their approach and public participation plan in detail in their responses.

- The consultant's public participation approach must include methods for reaching diverse county residents including minority populations.
 - Experience with ArcGIS StoryMaps and other online engagement platforms is preferred.
 - Consultants should propose creative ways to engage the public virtually as well as in-person.
 - To help with cost, County staff will conduct most public meetings.
- 2045 Plan Development: The consultant will serve as the primary drafter of the plan and shall perform research and develop materials for the 2045 Plan, including but not limited to:
 - A baseline review of existing plans and relevant information, including plans and documents listed under the County History and Overview section, current codes and policies, demographic and census data, and other information relevant to the required plan elements.
 - Develop an inventory and assessment of issues and opportunities based on work with staff, stakeholders, and the public participation process.
 - Develop a vision for Henderson County that will serve as a focal point for goals, policy, and strategy decisions.
 - Draft the 2045 Comprehensive Plan for Planning Board and Board of Commissioners adoption.
 - Provide digital, editable, working, and printable copies of all final documents including reports, maps, and final plan.
- 2045 Plan Content. The 2045 Plan document will include assembling and analyzing data regarding existing conditions within the established planning area and utilizing that data to develop policies, actions, and an implementation plan to guide future development and decision making over a 25-year timeframe. It is anticipated the 2045 Plan will cover the following content:
 - Community Assessment – Population, housing, demographic, and economic trends, and projections
 - Economic Development – Including general analysis; particular attention to projected job growth and tourism pressures as related to the proposed Ecusta Trail as well as existing outdoor recreation opportunities
 - Natural Resources, Resiliency, and Hazard Mitigation – Consider the County's responsibility as the water supply/watershed administrators and the role of increased extreme weather events in future policy decisions (reference the regional resiliency planning efforts)
 - Land Use – Including historic preservation, agriculture preservation, designated Opportunity Zones, and analysis of areas where zoning can be changed to enhance the natural progression of land use; consider the inclusion of a greenway overlay district
 - Growth Boundary – Emphasis on water/sewer extensions and municipal annexations
 - Transportation – Inclusion of recent feasibility studies, needed NCDOT projects, and the French Broad River MPO's current regional transit feasibility study
 - Public Health – Inclusion of the County's ongoing efforts to fight the opioid crisis and other addiction issues, ways to address the aging population and increased homelessness, as well as consideration towards methods of creating a healthier community
 - Broadband – Analysis of current internet availability and efforts to increase accessibility

- Traditionally Underrepresented Groups – Consideration of traditionally underrepresented groups and equitable planning in all aspects of the plan
- Implementation – Specific goals and policies to implement each element of the 2045 Plan

Project Deliverables

Maps and associated digital data and shapefiles shall be in ArcGIS format, and shall be provided to the County as work is conducted. All such data, graphics, charts, images, etc., as contained in the final adopted version of the 2045 Plan, shall also be furnished to the County, including an editable version of the final document.

The consultant shall also provide flash drives of all digital products in the following forms as appropriate:

- Text: Microsoft Word (.docx) InDesign (.ind), and Adobe Acrobat Files (.PDF)
- Vector: InDesign (.ind), Illustrator (.ai)
- Images: Portable Network Graphic (.PNG), Photoshop (.PS), InDesign (.InD)
- Maps: All ArcGIS formats, and Adobe Acrobat Files (.PDF). All spatial data to be delivered as shapefiles, geodatabases, or Map Exchange Documents using the NAD 1983 State Plane North Carolina FIPS 3,200 (US FEET). Map documents using NAD 1983 (2011) State Plane North Carolina FIPS 3,200 (US FEET) is also acceptable.
- DATA DISCLOSURE: The County will retain all ownership of images, maps, media, and documents produced throughout the 2045 Comprehensive Planning process.

Selection Process/Evaluation Criteria

Consultant selection will be based upon a qualitative evaluation of the proposals submitted. During the review process, staff and a selection committee from Henderson County may request additional clarifying information from any consultant that submits a proposal. Staff and the selection committee will evaluate the responses to this RFP, may interview the top-rated consultants, and will make a recommendation to the Board of Commissioners as to the selection of the consultant determined to be the most qualified for the project. It is anticipated that Henderson County and the selected consultant will enter into a professional services contract for the period beginning in fall 2020 through project completion.

A series of selection criteria will be utilized during the evaluation of proposals and throughout the selection process. Please see Attachment A for your reference.

Submittal Requirements

The following materials must be received by the submittal deadline for a proposal to be considered. However, during the selection process, the County reserves the right to request additional information or to seek clarification from the consultant/firm. **IT IS THE RESPONSIBILITY OF THE CONSULTANT TO READ THIS DOCUMENT IN ITS ENTIRETY AND ADDRESS THE POINTS MADE IN ALL PARTS OF THE DOCUMENT.** The submittal requirements are as follows:

1. Project Overview
 - a. General Information: Provides a brief overview of firm, including qualifications to execute the contract, and company mission or statement of beliefs.
 - b. Project Understanding: A summary of the consultants understanding of the project as described in this RFP.
2. Qualifications

- a. Personnel Qualifications: Identification of lead project manager and their contact information; Name, proposed role, hourly rate, anticipated time commitment to the project and biography of each team member.
 - b. References: Include a list of at least three local government clients for which you have conducted comprehensive planning, visioning, community engagement and/or land use analysis. Experience in working with governments in North Carolina is preferred.
3. Proposal
 - a. Proposal Overview: Provide specific approaches, methods and assumptions that will be utilized to accomplish each task.
 - b. Proposed Work Plan and Schedule: Provide a proposed work plan with schedule based on months of project (ex. Month 1, Month 2), divided into phases identifying key tasks, milestones, approximate dates, project deliverables and resource needs. The County expects the plan to be completed no later than the fall of 2022.
 - c. Community Engagement Plan: Describe at least three approaches for providing innovative, effective stakeholder engagement and public participation. These alternatives should represent different levels and styles of involvement, and complexity. Provide examples of how your firm would conduct public and stakeholder outreach that would capture input that is representative of all County residents. Please also consider the ongoing pandemic and the possibility of increased social distancing restrictions in the future.
 - d. Budget: Identify cost estimates for completing each of the elements in the “Expectations of Consultant” and “Scope of Services” sections of this RFP. Itemized cost estimates may include more than one area in these sections provided the combination of the elements is logical or overlapping. Also identify any other anticipated budgetary needs including incidentals. Identify total not-to-exceed project cost. The County anticipates a budget total of \$150,000.

Consultant Interviews and Awards

- Prior to making an award determination, Henderson County may conduct consultant interviews. Interviews may be conducted virtually.
- Henderson County reserves the right to reject one or more of the proposals, to waive any deficiencies associated with the submittal, and to accept any proposals that it deems to be in the County’s best interest. The County also reserves the right to re-advertise and reject all proposals which are deemed to be nonresponsive, do not contain all the required submittal information as herein contained, are late, or are deemed unsatisfactory in any way. Henderson County shall have no obligation to award a contract for services and work as a result of this Request for Proposal.
- The successful bidder shall be responsible for obtaining and maintaining adequate liability insurance to complete and fully protect Henderson County. The consultant shall furnish proof of this liability insurance to be attached to the executed copies of the contract. The consultant will also complete the E-Verify Requirement and comply with Henderson County Purchase Order Terms and Conditions as applicable (Attachment B).
- A negotiation of the final contract price will be between the County and the chosen firm. (NOTE: Consultants shall bear all costs incurred by their firm for interviews and the RFP response preparation and shall not include such costs within the RFP response).

Submittal Format and Deadline

Interested firms shall submit six (6) paper copies and one electronic copy (PDF) of the complete proposal either in person to the Henderson County Planning Department or mailed to:

Henderson County Planning Department
Attn: Janna Peterson, Planner III
100 N. King St. Hendersonville, NC 28792

The electronic version shall be emailed to jpeterson@hendersoncountync.gov with a 'read' receipt. Complete submittals must be received no later than **4:30 pm on October 22, 2020**. Submissions received after this deadline may not be considered for further review.

Questions

All questions pertaining to this Request for Proposals (RFP) shall be submitted in writing no later than October 19, 2020. Questions shall be emailed to Janna Peterson at jpeterson@hendersoncountync.gov.

Only written questions will be considered formal. Any information given verbally or by telephone will be considered informal. Any questions that the County feels are pertinent to all proposals will be included as an addendum to the RFP.

Attachment A

Selection Criteria

The selection of a professional consultant shall be based on qualification information exhibited in both written and graphic form, along with personal interviews as needed. Criteria for selection will include, but not necessarily be limited to, the following:

Criteria	Available Points
Relevant experience with similar projects, with emphasis on ability to create unique plans for unique communities.	15
Overall value of the proposal and proposed services relative to the level of creativity and innovation in the proposed approach.	15
Qualifications and experience (multi-disciplinary) of key project team members who will be actively involved throughout the planning process.	15
Experience with public outreach and ability to reach a large and diverse audience.	15
Experience with successfully employing multiple online engagement platforms.	10
Proven success record and references.	10
Demonstrated adherence to and ability to stay on task, schedule, and budget as part of similar efforts.	10
Experience working with local government entities.	5
Quality of work exhibited in both written and graphic form as well as interviews.	5

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By acceptance of this purchase order, the vendor or contractor (referred to as the seller), declares that the supplies, materials, equipment, apparatus, or services will be furnished according to the following terms and conditions:

1. **QUESTIONS CONCERNING THE PURCHASE ORDER:** Contact the **Ship to Department** shown.
2. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence, and bills of lading.
3. **PRICE:** All goods and/or services must be billed to Henderson County (County) at prices and quantities not to exceed those stated on the purchase order. All invoices, packages, shipping notices or the like affecting this order shall contain the applicable purchase order number. All prices are quoted F.O.B. Destination unless specifically indicated otherwise.
4. **INVOICES:** Invoices for partial shipments will be accepted and final invoices should indicate completion of order.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date of actual receipt of a correct and approved invoice by the ordering department.
6. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.
7. **TAXES: Henderson County is NOT Sales Tax-Exempt.** Prices shown on the County's purchase orders do not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the seller's invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.
8. **AGREEMENT TERMS:** Absent a negotiated contract, this purchase order is limited to the terms and conditions contained on the face and back hereof. Any additional or different terms in the Seller's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. All delivery of goods and/or services shall conform to specifications, price, terms and conditions as set forth in this instrument. This purchase order including all contracts, references and/or insertions, with the stated terms and conditions thereon shall constitute the complete agreement between the County and the Seller. The terms and conditions of this order shall not be modified by any verbal understanding and shall only be binding if agreed to in writing by the County.
9. **DELIVERY/ACCEPTANCE OF GOODS:** All quotations are solicited on a delivered price basis. When the County accepts a quotation not including all shipping charges, your claim for reimbursement must be itemized on the invoice and supported with a copy of the original freight bill. The packing list shall be enclosed in each box or package. All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified. The County shall have the right to inspect and test all items supplied under the order before making acceptance. Risk of loss and title to all goods received shall remain with the Seller until the County has made acceptance. Rejected goods shall be returned to the Seller at Seller's risk and expense. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the seller.
10. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless the County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
11. **INSURANCE:** This purchase order shall be considered a written contract and requires the County to be endorsed as additional insured for General Liability, Automobile Liability, and Umbrella Liability Insurance Policies. Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence limit/\$2,000,000 aggregate limit for bodily injury, property damage, or personal injury; (b) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence (if providing professional services); (c) Worker's Compensation Insurance as required by the State of North Carolina General Statutes; (d) Commercial Automobile Insurance applicable to bodily injury and property damage covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 combined single limit. Negotiated written contracts may require additional insurance coverage. A Certificate of Insurance shall be furnished prior to the commencement of services. The Certificate Holder shall be: County of Henderson, Attn: Finance Dept., 113 N Main Street, Hendersonville, NC 28792.
12. **APPLICABLE LAWS:** By acceptance of this order, seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend the County against any loss, cost, liability or damage by reason of seller's violation of any laws.
13. **E-VERIFY:** North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
14. **IRAN DIVESTMENT:** By acceptance of this purchase order, vendors, contractors, and/or subcontractors certify they are not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59, Iran Divestment Act Certification.
15. **FEDERAL FUNDS:** The following provisions are required and apply when federal funds are expended by Henderson County for any contract resulting from this procurement process.
 - A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

When federal funds are expended by Henderson County, Henderson County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
 - B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

When federal funds are expended by Henderson County, Henderson County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Henderson County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Henderson County believes, in its sole discretion that it is in the best interest of Henderson County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Henderson County as of the termination date if the contract is terminated for convenience of Henderson County. Any award under this procurement process is not exclusive and Henderson County reserves the right to purchase goods and services from other vendors when it is in the best interest of Henderson County.
 - C. If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C.

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7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324). To the extent these provisions apply and conflict with provisions of North Carolina law, these provisions shall control. It shall be the responsibility of the contractor to determine whether these provisions apply.

any conflict this provision and any other provision of the Agreement, this provision shall take priority and control.

16. **CANCELLATION:** The County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed.
17. **WARRANTY:** The seller expressly warrants that goods, covered by this order will conform to the specifications, drawings, or samples furnished by the County and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance, or payment by the County. The seller also warrants that the goods do not infringe any patent, registered trademark or copyright and agrees to hold the County harmless in the event of any infringement or claim thereof. Additionally, seller warrants that the goods are free and clear of all liens and encumbrances and that seller has a good and marketable title to the same.
18. **HAZARDOUS CHEMICALS:** The seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements. The seller shall ensure that the County is provided an appropriate current Material Safety Data Sheets (MSDS) with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.
19. **NON-DISCRIMINATION:** The County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the County are expected to fully comply with the County's non-discrimination policies.
20. **VERBAL AGREEMENT:** The County will not be bound by any verbal agreements.
20. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the seller is an independent contractor and not an agent of the County, and as such, seller, his or her agents and employees shall not be entitled to any County employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
21. **GOVERNING LAW:** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Henderson, State of North Carolina.
22. **NON-APPROPRIATION:** No provision of any agreement between the County and the seller (the "Agreement") shall be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of any Constitutional debt limitation. No provision of the Agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the County within the meaning of the Constitution of North Carolina. The Agreement shall not directly or contingently obligate the County to make any payments beyond those appropriated in the sole discretion of the County for any fiscal year in which the Agreement is in effect; provided, however, that any failure or refusal by the County to appropriate funds which results in the failure by the County to make any payment coming due under the Agreement will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this Agreement, and the taxing power of the County is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement. No provision of the Agreement shall be construed to pledge or create a lien of any class or source of the County's moneys, nor shall any provision of the Agreement restrict the future issuance of any of the County's bonds or obligations payable from any class or source of the County's moneys. To the extent of