

MEMORANDUM OF UNDERSTANDING

Parties:

Haywood County Tourism Development Authority (TDA)
and
Haywood Advancement Foundation, Inc. (HAF)

The Creation and Administration of a Grant Program for the Relief of Haywood County
Businesses Adversely Impacted by Hurricane Helene

1. Purpose

This Memorandum of Understanding ("MOU") is entered into by and between the Haywood County Tourism Development Authority ("TDA") and the Haywood Advancement Foundation, Inc. ("HAF") to establish a collaborative framework for creating and administering a grant program aimed at providing relief to Haywood County businesses adversely impacted by Hurricane Helene.

2. Background

Hurricane Helene has caused significant disruption and damage to businesses within Haywood County. Recognizing the urgent need for financial assistance to aid in recovery efforts, TDA and HAF have agreed to combine resources and expertise to support affected businesses.

3. Scope of Collaboration

- Joint Grant Program: TDA and HAF will jointly create and administer a grant program to provide financial relief to impacted businesses.

- Funding Sources: Funds for the grant program will be provided by both TDA and HAF:

- TDA Funds: To be used strictly in accordance with TDA's authorizing legislation for tourism development purposes. This is the definition that is to be applied to the expenditure of those funds:

Tourism-Related Expenditures:

Expenditures that, in the judgement of the HCTDA, are designed to increase the use of lodging facilities, meeting facilities, and convention in the county by attracting tourists or business travelers to the county. The term includes tourism-related capital expenditures.

- HAF Funds: May be used without the limitation of being related to tourism development purposes.

- Administration: HAF will hold, account for, and disburse all funds in accordance with written grant requirements adopted by both TDA and HAF.

4. Grant Team Formation and Responsibilities

- Composition: The Grant Team will consist of seven (7) members:
 - Two (2) members appointed by the Board of TDA.
 - Five (5) members appointed by the Board of HAF.
- Responsibilities:
 - Develop application forms for the grant program.
 - Create grant reporting formats and requirements.
 - Establish policies and procedures governing the grant program.
- Approval: All materials and policies developed by the Grant Team will require initial approval from HAF before implementation.
- Staff Support: Will be provided by HAF Managing Director and TDA Executive Director.

5. Roles and Responsibilities

5.1 Haywood County Tourism Development Authority (TDA)

- Provide funds designated for tourism development purposes in compliance with its authorizing legislation.
- Appoint two (2) members to the Grant Team.

5.2 Haywood Advancement Foundation, Inc. (HAF)

- Provide additional funds without restrictions to tourism development purposes.
- Hold, account for, and disburse all grant funds in accordance with the agreed-upon requirements.
- Appoint five (5) members to the Grant Team.
- Review and approve all grant program materials and policies developed by the Grant Team.

6. Financial Management

- Accounting: HAF will maintain separate accounting records for TDA and HAF funds.
- Disbursement: Funds will be disbursed by HAF in accordance with the grant requirements and policies as approved.

- Administration: HAF shall retain no more than 5% of the total funds allocated to cover fees including but not limited to administrative, accounting and audit expenses.
- Reporting: Financial reports will be provided to TDA detailing the use of funds, ensuring transparency and compliance with TDA's authorizing legislation.

7. Compliance and Regulations

- TDA Funds: Must be used strictly for tourism development purposes as per TDA's authorizing legislation.
- HAF Funds: Can be utilized for broader relief efforts without limitations to tourism-related activities.
- Legal Compliance: Both parties agree to comply with all applicable federal, state, and local laws and regulations in the execution of this grant program.

8. Communication and Reporting

- Reports: The Grant Team will provide periodic reports on grant distributions, recipient compliance, and program effectiveness to both TDA and HAF.

9. Term and Termination

- Effective Date: This MOU is effective upon the date of the last signature.
- Duration: The MOU will remain in effect until the completion of the grant program unless terminated earlier by either party.
- Termination: Either party may terminate this MOU with a 30-day written notice to the other party.

10. Amendment

Any amendments to this MOU must be made in writing and signed by authorized representatives of both TDA and HAF.

11. Dispute Resolution

In the event of a dispute arising under this MOU, the parties agree to engage in good faith negotiations to resolve the issue. If more structure is required for resolution of the dispute, the parties agree to engage in mediation under the rules of the Superior Court Mediation Program in Haywood County, but without the requirement to first commence civil litigation before engaging in the program.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the dates written below.

Haywood County Tourism Development Authority (TDA)

By: _____

Name: _____

Title: _____

Date: _____

Haywood Advancement Foundation, Inc. (HAF)

By: _____

Name: _____

Title: _____

Date: _____