

**REQUEST FOR BOARD ACTION**

**HENDERSON COUNTY  
BOARD OF COMMISSIONERS**

**MEETING DATE:** Monday, October 3, 2005

**SUBJECT:** Upper Broad River Watershed Protection Program  
Non-Profit Funding Agreement

**ATTACHMENTS:** Funding Agreement

**SUMMARY OF REQUEST:**

Upon receiving the County's funding agreement for the Upper Broad River Watershed Protection Program, Kieran Roe, Director for Carolina Mountain Land Conservancy (CMLC), contacted me regarding the activities to be funded within the County's grant. Mr. Roe requested that CMLC be permitted to utilize 5% of the allocated program funding for administrative expenses that they expect to incur in administering the grant.

**RECOMMENDATION / BOARD ACTION REQUESTED:**

Staff recommends that the Board of Commissioners approve the revised funding agreement, noting the additional statement at the end of Provision #7:

*Notwithstanding, the AGENCY may use not more than five percent (5%) of the total received hereunder for general administrative expenses.*

## NOT-FOR-PROFIT FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2005 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **Carolina Mountain Land Conservancy for the Upper Broad River Watershed Protection Project**, hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has requested services from the AGENCY to carry out its programs and activities; and

WHEREAS, the COUNTY, through its Board of Commissioners, has appropriated the sum of **\$10,000** in funding for the fiscal year ending June 30, 2006 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the COUNTY set out herein are necessary to insure accountability for the expenditure of public funds by the COUNTY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY an annual status report of all program activities including a summary of the accomplishment of stated goals and objectives. All activities undertaken by the AGENCY within the COUNTY must show measurable outcomes benefiting Henderson County. **Notwithstanding, the AGENCY may use not more than five percent (5%) of the total received hereunder for general administrative expenses.**
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.

