REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE:

July 18, 2007

SUBJECT:

Non-Profit Performance Agreements

ATTACHMENTS:

Funding Agreements:

1. Alliance for Human Services

2. Boys and Girls Club

3. Children and Family Resource Center

4. United Agenda for Children

5. Healing Place

6. Partnership for Health

7. Pisgah Legal Services

8. The Free Clinics

9. United Way 211 Program

10. Vocational Solutions

11. Western Carolina Community Action

12. WNC Communities

SUMMARY OF REQUEST:

Subsequent to the approval of the FY 2007-08 Budget, staff has distributed the funding agreements to the non-profit agencies receiving County allocations. Staff will be including signed funding agreements on the Board's consent agendas as we receive them from the agencies.

BOARD ACTION REQUESTED:

Staff recommends that the Board authorize the Chairman to execute the attached funding agreements and, in doing so, authorize the release of the first of the aforementioned agencies' quarterly allotments.

SUGGESTED MOTION:

I move the Board authorize the Chairman to execute the attached funding agreements and, in doing so, authorize the release of the first of the aforementioned agencies' quarterly allotments.

This Agreement made and entered into the 1st day of July, 2007 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the Alliance for Human Services, 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 \$8,000 in funding for the fiscal year ending June 30, 2008 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.

- 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 a semi- annual status report in January 2008, and an annual status report in July 2008, of all program activities including a summary of the accomplishment of stated goals and objectives.
- 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.
- 9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
- 10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
- 11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
- 12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
- 13. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

| ATTEST: | HENDERSON COUNTY | |
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| CLERK TO BOARD OF COMMISSIONERS Date | BY: WILLIAM L. MOYER Date Chairman, Board of Commissioners | |
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| RENEE KUMUR 6.26.07 | Krue Tremor 6/26/0; | |
| BY: PRINTED NAME Authorized Agency Official Date | BY: AUTHORIZED SIGNATURE Date | |
| This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. | | |
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| | | |
| County Finance Director Date | | |

This Agreement made and entered into the 1st day of July, 2007 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **Boys and Girls Club**, 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 \$10,700 in funding for the fiscal year ending June 30, 2008 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.

- 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 a semi- annual status report in January 2008, and an annual status report in July 2008, of all program activities including a summary of the accomplishment of stated goals and objectives.
- 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.
- 9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
- 10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
- 11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
- 12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
- 13. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

| ATTEST: | | HENDERSON COUNTY | |
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| CLERK TO BOARD OF COMMISSIONER | RS Date | BY: WILLIAM L, MOYER Chairman, Board of Commissioners | Date |
| Kevin Lauriteen BY: PRINTED NAME | <u>le / 27/07</u> Date | BY: AUTHORIZED SIGNATURE | 4/27/07 Date |
| Authorized Agency Official | z up | 7 · · · · · · · · · · · · · · · · · · · | |
| This Agreement has been pre-audited in the by the Local Government Budget and Fiscal | | | |
| | - | | |
| County Finance Director | Date | | |

This Agreement made and entered into the 1st day of July, 2007 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **Children and Family Resource Center**, 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 \$17,700 in funding for the fiscal year ending June 30, 2008 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.

- 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 a semi- annual status report in January 2008, and an annual status report in July 2008, of all program activities including a summary of the accomplishment of stated goals and objectives.
- 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.
- 9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
- 10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
- 11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
- 12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
- 13. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

| ATTEST: | HENDERSON COUNTY |
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| CLERK TO BOARD OF COMMISSIONERS Date | BY: WILLIAM L. MOYER Date Chairman, Board of Commissioners |
| MAUREAN B. ADAMS 7.9-07 | Macuelffler 7/2/07 |
| BY: PRINTED NAME Authorized Agency Official Date | BY: AUTHORIZED SIGNATURE Date |
| This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. | |
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| | |
| County Finance Director Date | - |

This Agreement made and entered into the 1st day of July, 2007 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **Children and Family Resource Center – United Agenda for Children**, 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 \$25,000 in funding for the fiscal year ending June 30, 2008 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.

- 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 a semi- annual status report in January 2008, and an annual status report in July 2008, of all program activities including a summary of the accomplishment of stated goals and objectives.
- 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.
- 9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
- 10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
- 11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
- 12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
- 13. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

| ATTEST: | HENDERSON COUNTY |
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| CLERK TO BOARD OF COMMISSIONERS Date | BY: WILLIAM L. MOYER Date Chairman, Board of Commissioners |
| WACKERN B. ASSAUS 7-9- BY: PRINTED NAME Authorized Agency Official Date | 1111 |
| This Agreement has been pre-audited in the manner reby the Local Government Budget and Fiscal Control A | |
| | |
| County Finance Director Date | |

This Agreement made and entered into the 1st day of July, 2007 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **Healing Place**, 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 \$500 in funding for the fiscal year ending June 30, 2008 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.

- 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 a semi- annual status report in January 2008, and an annual status report in July 2008, of all program activities including a summary of the accomplishment of stated goals and objectives.
- 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.
- 9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
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- 11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
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- 13. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

| ATTEST: | HENDERSON COUNTY |
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| CLERK TO BOARD OF COMMISSIONERS Date | BY: WILLIAM L. MOYER Date Chairman, Board of Commissioners |
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| BY: PRINTED NAME Authorized Agency Official Date | The Alla 6/25/07 BY: AUTHORIZED SIGNATURE Date |
| This Agreement has been pre-audited in the manner requiby the Local Government Budget and Fiscal Control Act. | |
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| The state of the s | |
| County Finance Director Date | |

This Agreement made and entered into the 1st day of July, 2007 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **Partnership for Health**, 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 \$2,500 in funding for the fiscal year ending June 30, 2008 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.

- 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.
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- 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 a semi- annual status report in January 2008, and an annual status report in July 2008, of all program activities including a summary of the accomplishment of stated goals and objectives.
- 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.
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| ATTEST: | | HENDERSON COUNTY | |
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| CLERK TO BOARD OF COMMISSION | NERS Date | BY: WILLIAM L. MOYER Chairman, Board of Commissioners | Date |
| BY: PRINTED NAME Authorized Agency Official | 07-05-07 Date | Karow Quewsy BY: AUTHORIZED SIGNATURE | 07-05-07 Date |
| This Agreement has been pre-audited in by the Local Government Budget and Fig. | | | |
| County Finance Director | Date | | · |

This Agreement made and entered into the 1st day of July, 2007 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and **Pisgah Legal Services**, 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 \$17,700 in funding for the fiscal year ending June 30, 2008 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.

- 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.
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- 11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
- 12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
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| ATTEST: | | HENDERSON COUNTY | |
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| CLERK TO BOARD OF COMMISSIONERS | Date | BY: WILLIAM L. MOYER Chairman, Board of Commissioners | Date |
| JAMES A. BARRETT BY: PRINTED NAME Authorized Agency Official | 6-26-07 Date | BY: AUTHORIZED SIGNATURE | 6-26-07 Date |
| This Agreement has been pre-audited in the ma by the Local Government Budget and Fiscal Co | | | |
| County Finance Director | Date | | |

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This Agreement made and entered into the 1st day of July, 2007 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and **The Free Clinics**, 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 \$4,000 in funding for the fiscal year ending June 30, 2008 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.

- 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.
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- 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 a semi- annual status report in January 2008, and an annual status report in July 2008, of all program activities including a summary of the accomplishment of stated goals and objectives.
- 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.
- 9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
- 10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
- 11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
- 12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
- 13. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

| ATTEST: | HENDERSON COUNTY |
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| CLERK TO BOARD OF COMMISSIONERS Date | BY: WILLIAM L. MOYER Date Chairman, Board of Commissioners |
| Hele 6/29/07 | BY: AUTHORIZED SIGNATURE Date |
| BY: PRINTED NAME Date Authorized Agency Official | BY: AUTHORIZED SIGNATURE Date |
| This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. | |
| | |
| County Finance Director Date | |

This Agreement made and entered into the 1st day of July, 2007 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the United Way 211 Program, 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 \$13,200 in funding for the fiscal year ending June 30, 2008 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.

- 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 a semi- annual status report in January 2008, and an annual status report in July 2008, of all program activities including a summary of the accomplishment of stated goals and objectives.
- 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.
- 9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
- 10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
- 11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
- 12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
- 13. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

| ATTEST: | HENDERSON COUNTY | |
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| CLERK TO BOARD OF COMMISSIONERS Date | BY: WILLIAM L. MOYER Chairman, Board of Commissioners | Date |
| BY: PRINTED NAME Authorized Agency Official This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. | Saver Justas BY: AUTHORIZED SIGNATURE | 6/25/07 Date |
| County Finance Director Date | - | |

This Agreement made and entered into the 1st day of July, 2007 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and **Vocational Solutions**, 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 \$44,000 in funding for the fiscal year ending June 30, 2008 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.

- 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 a semi- annual status report in January 2008, and an annual status report in July 2008, of all program activities including a summary of the accomplishment of stated goals and objectives.
- 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.
- 9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
- 10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
- 11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
- 12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
- 13. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

| ATTEST: | HENDERSON COUNTY | |
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| CLERK TO BOARD OF COMMISSIONERS Date | BY: WILLIAM L. MOYER Chairman, Board of Commissioners | Date |
| BY: IXINTED NAME Authorized Agency Official Date | BY: AUTHORIZED SIGNATURE | 6-2-07 Date |
| This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. | | |
| County Finance Director Date | | |

This Agreement made and entered into the 1st day of July, 2007 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **Western Carolina Community Action/Apple Country Transportation**, 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 \$12,000 in funding for the fiscal year ending June 30, 2008 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.

- 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 a semi- annual status report in January 2008, and an annual status report in July 2008, of all program activities including a summary of the accomplishment of stated goals and objectives.
- 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.
- 9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
- 10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
- 11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
- 12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
- 13. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

| ATTEST: | HENDERSON COUNTY |
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| CLERK TO BOARD OF COMMISSIONERS Date | BY: WILLIAM L. MOYER Date Chairman, Board of Commissioners |
| BY: PRINTED NAME Date Authorized Agency Official | BY: AUTHORIZED SIGNATURE Date |
| This Agreement has been pre-audited in the manner requir by the Local Government Budget and Fiscal Control Act. | -ed |
| County Finance Director Date | |

This Agreement made and entered into the 1st day of July, 2007 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **WNC Communities**, 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 \$7,500 in funding for the fiscal year ending June 30, 2008 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.

- 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 a semi- annual status report in January 2008, and an annual status report in July 2008, of all program activities including a summary of the accomplishment of stated goals and objectives.
- 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.
- 9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
- 10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
- 11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
- 12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
- 13. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

| ATTEST: | HENDERSON COUNTY | |
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| CLERK TO BOARD OF COMMISSIONERS Date | BY: WILLIAM L. MOYER Chairman, Board of Commissioners | Date |
| BY: PRINTED NAME Authorized Agency Official This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. | BY: AUTHORIZED SIGNATURE | 6/26/2007 Date |
| County Finance Director Date | | |