

## REQUEST FOR BOARD ACTION

### HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** June 20, 2012

**SUBJECT:** Non-Profit Performance Agreements

**PRESENTER:** Amy Brantley

**ATTACHMENTS:** Yes

1. Sample Not-For-Profit Funding Agreement
2. FY 2012-2013 Funded Non-Profit Agencies

#### SUMMARY OF REQUEST:

At the Board's June 4, 2012 meeting, non-profit grant applications were approved for funding within the FY 2012-2013 budget. Each agency will be sent a "Not-For-Profit Funding Agreement", which outlines the conditions of the grant. Following execution of the agreement by the agency, the agreement will then be placed on the Board's agenda for final approval. Upon final execution of the funding agreement, the Finance Director will release the grants in compliance with the agreement and the budget ordinance.

A sample of the agreement is attached for the Board's review. A few of the specific conditions within the agreement are as follows:

- 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.*
- The AGENCY shall submit to the COUNTY a semi-annual status report in January 2013, and an annual status report in July 2013, of all program activities including a summary of the accomplishment of stated goals and objectives.
- 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.

#### BOARD ACTION REQUESTED:

No Board action is requested. This item is for informational purposes only.

#### Suggested Motion(s):

*No motion suggested.*

## NOT-FOR-PROFIT FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2012 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **Arts Council of Henderson County**, 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 **\$9,250** in funding for the fiscal year ending June 30, 2013 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 a semi-annual status report in January 2013, and an annual status report in July 2013, 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

\_\_\_\_\_  
CLERK TO BOARD OF COMMISSIONERS      Date

\_\_\_\_\_  
BY: THOMAS THOMPSON      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 required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
County Finance Director      Date

SAMPLE

**FY 2012-2013  
DUES AND NON-PROFITS**

TYPE OF CONTRIBUTION	AGENCY	BOC APPROVED
<b>Human Service Agency Non-Profits</b>	Blue Ridge Literacy Council	\$13,225
	Boys and Girls Club	\$10,500
	Children and Family Resource Center	\$17,340
	Children & Family Resource Center - United Agenda	\$2,500
	Council on Aging	\$36,075
	Healing Place	\$6,475
	Housing Assistance Corporation	\$11,750
	Mainstay	\$9,900
	Mediation Center	\$10,000
	Medical Loan Closet	\$4,625
	Pisgah Legal Services	\$16,833
	The Free Clinics - Medifind	\$21,645
	The Free Clinics	\$5,550
	United Way 211 Program	\$9,570
Vocational Solutions	\$41,625	
Total:		\$217,613
<b>Non-Profit Grant Applications</b>	Arts Council of Henderson County	\$9,250
	ECO/VWIN	\$8,325
	Flat Rock Playhouse	\$100,000
	Henderson County Education History Initiative	\$2,000
	Hendersonville Symphony Orchestra	\$10,000
	WCCA: Medical Transportation	\$39,754
	WCCA: Community Transportation Grant Match	\$11,100
	Total:	
<b>Non-Profit Grants within other Budgets</b>	Economic Development 115498-569900 Agri-Business Program *	\$120,680
	Economic Development 115498-569900 Partnership for Economic Development	\$249,750
	Cooperative Extension 115495-569921 Community Development Council	\$1,000
	Cooperative Extension 115495-569924 WNC Communities	\$6,000
	Economic Development 115498-569925 Historic 7th Avenue District	\$460
	Total:	
<b>Dues and Memberships</b>	Land of Sky Regional Council	\$38,426
	NCACC	\$10,567
	Institute of Government	\$11,592
	Local Government Transit Match	\$5,068
	Land-of-Sky Regional Council MPO Match	\$20,000
	Total:	
<b>GRAND TOTAL</b>		<b>\$861,585</b>

\* Effective January 1, 2013