

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: Wednesday, July 18, 2012

SUBJECT: CPPI/Animal Services Agreement

PRESENTER: Brad Rayfield

ATTACHMENTS: Yes,
1. Contract between Henderson County and CPPI
2. Form for income verification

SUMMARY OF REQUEST:

Per the direction from the Board of Commissioners at their June 20, 2012 meeting, Henderson County Staff have prepared a contract between Henderson County and Community Partnership for Pets, as well as an income verification form for residents. The income verification form would allow staff of CPPI to sign the verification form attesting that they have seen adequate income verification qualifying the individual as low income.

BOARD ACTION REQUESTED:

The Board of Commissioners is requested to approve the contract between Henderson County and Community Partnership for Pets, and the income verification form.

Suggested Motion:

I move the Board approve the contract between Henderson County and Community Partnership for Pets, and the form for income verification.

HENDERSON COUNTY

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the _____ day of _____, 2012 by and between Henderson COUNTY, North Carolina, hereinafter referred to as the "COUNTY", and Community Partnership for Pets, hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has requested services from the AGENCY to assist with providing spay/neuter services to citizens, especially for low-income citizens, in Henderson County; and

WHEREAS, the Board of COUNTY Commissioners has appropriated the sum of \$50,000 in funding for the fiscal year ending June 30, 2013 to support this purpose; and

WHEREAS, it is desirable and necessary to enter into this Agreement in order to set forth the terms and conditions for receiving said funds from 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 contract.
2. The COUNTY will provide the AGENCY with funds up \$50,000 to provide spay/neuter services to citizens of Henderson County:
 - a. \$25,000 of the allocation is specified for spay/neuter for low-income families. The remaining \$25,000 may be used for spay/neuter services regardless of family income.
 - b. Low-income shall be defined as 150% of the Federal Poverty level based on family size.
 - c. AGENCY staff must verify proof of income for recipients based on documents approved by the Animal Service Director including but not limited to EBT card, tax return, Social Security statement, or other approved documentation.
 - d. AGENCY must keep records of who services were provided to, documentation of income eligibility, and use of funds. These records must be available to the COUNTY upon request.
 - e. The Animal Services Director shall administer this program and work with the AGENCY for its implementation.
 - f. The COUNTY and AGENCY may work together periodically on spay/neuter clinics and educational programs to further spay/neuter and animal issues.
 - g. AGENCY will be responsible for ensuring funds are used and accounted for properly. The COUNTY has the right to deny payment or request returned funds for any monies used in violation of this program.
 - h. AGENCY will submit an invoice for services provided at the end of each month and the COUNTY shall reimburse AGENCY for these funds within 2 weeks of receipt of invoice. The invoice should denote funds used for low-income and those used as part of the general services.
3. 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 Henderson COUNTY budget for the fiscal year.
4. If the AGENCY fails to perform its obligation under this Agreement, or if the AGENCY shall violate any of the provisions of this Agreement, the COUNTY shall have the right to terminate this Agreement by giving written notice to the AGENCY of such termination at least thirty (30) days before the effective date of such termination. In such event, all unexpended funds at the time of such termination shall remain with the COUNTY. The AGENCY may terminate the agreement with the COUNTY with 30 days written notice.
5. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written approval of the COUNTY.
6. 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.
7. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.
8. The AGENCY shall submit to the COUNTY a quarterly progress report and an annual status report of all program activities including a summary of the accomplishment of stated goals and objectives. The quarterly reports should

include information about the statistics such as type of animal altered, gender of animal, income of family, and number of services performed.

9. 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 monthly. Further, the COUNTY shall be entitled to audit the financial records and operations of the AGENCY 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.
10. The COUNTY shall be entitled to conduct a 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.
11. 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.
12. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
13. As a condition of receiving funds from Henderson COUNTY, the AGENCY agrees to fully indemnify and hold harmless Henderson COUNTY, its officers, agents, and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement.
14. The COUNTY is in no way responsible for the administration and supervision of the AGENCY's officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
15. 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 the Board Date

BY: Chairman Thompson, Board of Commissioners Date

ATTEST:

Corporate Secretary, Date

BY: Mary Cervini, Executive Director Date

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

County Finance Director Date

Henderson County Spay/Neuter Program for Low-Income Families 2012

Sponsored by Henderson County Animal Shelter and Community Partnership for Pets

I agree that I qualify for this program under the Federal Poverty Level Guidelines as established by checking the appropriate box below and showing proper income verification to staff. I understand that I must be a resident of Henderson County to receive assistance.

___ (CHECK) Animal was not adopted from the Henderson County Animal Shelter

PRINT NAME: _____ DATE: _____

ADDRESS: _____

SIGN: _____

GROSS YEARLY INCOME
(Based on 2012 Federal Poverty Levels)

MONTHLY INCOME

___	Family of 1	\$16,755	\$1396.25
___	Family of 2	\$22,695	\$1891.25
___	Family of 3	\$28,635	\$2386.25
___	Family of 4	\$34,575	\$2881.25
___	Family of 5	\$40,515	\$3376.25
___	Family of 6	\$46,455	\$3871.25
___	Family of 7	\$52,395	\$4366.25
___	Family of 8	\$58,335	\$4861.25

___ Don't know yearly or monthly income but have proof of income showing I am eligible for assistance.

For staff use only:

I checked the applicant's proof of income to ensure that the above standards are met. The proof of income I checked was _____.

Print Name: _____

Sign: _____

Date: _____

Organization: ___ Henderson County ___ Community Partnership for Pets ___ Other: _____