## REQUEST FOR BOARD ACTION

# HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** 

August 6, 2012

SUBJECT:

Non-Profit Performance Agreements

PRESENTER:

Amy Brantley

**ATTACHMENTS:** 

Yes - Funding Agreements

1. Council on Aging

2. Hendersonville Symphony Orchestra

3. Mainstay

4. Partnership for Economic Development

5. The Free Clinics – Medifind

6. The Free Clinics - Volunteer Program

## **SUMMARY OF REQUEST:**

Subsequent to the approval of the FY 2012-2013 Budget, staff has distributed the funding agreements to the non-profit agencies receiving County allocations.

## **BOARD ACTION REQUESTED:**

Staff requests 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.

### 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 Council on Aging, 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 \$36,075 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.

- 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.
- 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
CLERK TO BOARD OF COMMISSIONERS Date	BY: THOMAS THOMPSON Date Chairman, Board of Commissioners
Haren B. Smith 07-19.2012  BY: PRINTED NAME Date  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 Date
County Finance Director Date	

## 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 **Hendersonville Symphony Orchestra**, 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, 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.

- 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.

ATTEST:		HENDERSON COUNTY	
CLERK TO BOARD OF COMMISSION	ONERS Date	BY: THOMAS THOMPSON Chairman, Board of Commissioners	Date
DONNA J. HAS BY: PRINTED NAME Authorized Agency Official	Date Date	Donna J. Hastie BY: AUTHORIZED SIGNATURE	7/3/2012 Date
This Agreement has been pre-audited i by the Local Government Budget and I			
County Finance Director	Date		

## 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 Mainstay, 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 \$9,900 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.

- 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.
- 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.
- 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:		
CLERK TO BOARD OF COMMISSIONERS Date of the control		Date
Sheila Fortver 650	27-2012 Shele Partner	6-27

BY: AUTHORIZED SIGNATURE

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

BY: PRINTED NAME

Authorized Agency Official

County Finance Director

Date

Only Finance Director

Date

Only Finance Director

Only Date

Only

Date

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## 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 **Partnership for Economic Development**, 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 \$249,750 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.

- 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.
- 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	
CLERK TO BOARD OF COMMISSIONERS D	ate	BY: THOMAS THOMPSON Chairman, Board of Commissioners	Date
		Htch. BY: AUTHORIZED SIGNATURE	7/3/2012 Date
County Finance Director Da	ate		

### 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 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 \$21,645 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.

- 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.
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- 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.
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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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ATTEST:	HENDERSON COUNTY	
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CLERK TO BOARD OF COMMISSIONERS Date	Chairman, Board of Commissioners	
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BY: PRINTED NAME Date // Authorized Agency Official	BY: AUTHORIZED SIGNATURE DE	ate
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## 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 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 \$5,550 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.

- 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 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.
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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.

authorized officers,	their seals to be hereto a	arrixed the day and	year mst above written.	
ATTEST:			HENDERSON COUNTY	
CLERK TO BOARD O	F COMMISSIONERS	Date	BY: THOMAS THOMPSON Chairman, Board of Commission	Date
BY: PRINTED NAME Authorized Agency Off	howalters	2/9/12 Date	BY: AUTHORIZED SIGNATU	) 6 29 12 Date Date
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