

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: August 7, 2017

SUBJECT: Non-Profit Performance Agreements

PRESENTER: Megan Powell

ATTACHMENTS: Yes - Funding Agreements

1. Blue Ridge Humane Society
2. Mountain True
3. The Housing Assistance Corporation
4. Western Carolina Community Action-Transportation Match
5. Western Carolina Community Action-Medical Transportation

SUMMARY OF REQUEST:

Subsequent to the approval of the FY 2017-2018 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.

HENDERSON COUNTY

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2017 by and between Henderson COUNTY, North Carolina, hereinafter referred to as the "COUNTY", and Blue Ridge Humane Society, hereinafter referred to as the "AGENCY."

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

WHEREAS, the Board of COUNTY Commissioners has appropriated the sum of \$70,000 in funding for the fiscal year ending June 30, 2018 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 this agreement.
2. The COUNTY will provide the AGENCY with \$70,000 (the "Allocation") to provide spay/neuter services to citizens of Henderson County:
 - a. The Allocation shall be used by the AGENCY to provide for spay/neuter and rabies vaccinations for Henderson County families regardless of family income.
 - b. AGENCY staff must verify applicants are Henderson County residents.
 - c. AGENCY must keep records of who services were provided to and the recipients proof of residency and use of funds. These records must be available to the COUNTY upon request.
 - d. The Animal Services Director shall administer this program and work with the AGENCY for its implementation.
 - e. The COUNTY and AGENCY may work together periodically on rabies vaccination clinic, spay/neuter clinics and educational programs to further spay/neuter and rabies awareness.
 - f. AGENCY will be responsible for ensuring the Allocation is 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. The reason for denial of payment must be documented in writing to the AGENCY within 2 days of denial. AGENCY has the right to resubmit the invoice with additional information justifying the payment of such invoice.
 - g. 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. Notwithstanding, the total amount reimbursed to the AGENCY during the fiscal year covered by this Agreement shall not exceed the Allocation.
3. Spay-neuter surgery and rabies vaccination: In addition to the funding provided above, the Agency may charge and collect a fee of not more than Ten Dollars (\$10.00) per animal spayed or neutered and vaccinated from participants. If a participant misses a scheduled appointment the AGENCY can collect an additional rescheduling fee of ten-dollars. All fees collected from the public for spay/neuter, rabies vaccination or rescheduling services shall be used in the administration of this program.
4. 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.
5. 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.
6. 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.

7. 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.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.
9. The AGENCY shall submit to the COUNTY a quarterly progress report and an annual status report of all program's activities including a summary of the accomplishment of stated goals and objectives within thirty days after the first three months. The quarterly reports shall include information about the statistics such as number of rabies vaccines administered, type of animal altered, gender of animal and number of services performed.
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. 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.
13. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
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.
16. The COUNTY will provide office space for the AGENCY's officers, employees, and agents for carrying out duties under provisions of this Agreement.
17. The AGENCY will provide Certification of Insurance to the COUNTY as record that all the AGENCY's officers, employees, and agents are covered by a Workers Compensation Policy and Workers' Liability Policy under the AGENCY's name.
18. The COUNTY will provide a safe work environment for the AGENCY's officers, employees, and agents
19. The COUNTY will provide, in the aforementioned office space, landline phone, internet and wifi service for the AGENCY's officers, employees, and agents to carry out duties under provisions of this Agreement.
20. When additional capacity is needed beyond the Agency's resources, the COUNTY will provide staff and transportation to assist the AGENCY during check-in process and transporting animals to Humane Alliance.
21. When additional capacity is needed beyond the Agency's resources, the COUNTY will also provide staff when needed to help customers during the pickup process

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: J. Michael Edney,
Board of Commissioners

Date

ATTEST:



Karla Pan, SNIP Coordinator

7/18/17


Date

 *7.18.17*

BY: Lutrelle O'Cain, Executive
Director

Date

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

 James C. Mydeen
County Finance Director

7/24/17
Date

Name of Counterparty: Blue Ridge Humane Society
14 Towne Place Drive
Hendersonville, NC 28792

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Lutrelle O'Cain

Signature

7-18-17

Date

Lutrelle O'Cain
Printed Name

Executive Director
Title

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2017 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **Mountain True**, 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 \$4,683 in funding for the fiscal year ending June 30, 2018 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 2017, and an annual status report in July 2017, 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. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a

subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.

14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
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


TERESA WILSON Date
CLERK TO BOARD OF COMMISSIONERS

BY: J. MICHAEL EDNEY Date
Chairman, Board of Commissioners

Gray Jerrigan 7/11/17
BY: PRINTED NAME Date
Authorized Agency Official

 7/11/17
BY: AUTHORIZED SIGNATURE Date

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

 7/25/17
CAREY MCLELLAND Date
County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2017 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **The Housing Assistance Corporation**, 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 **\$11,750** in funding for the fiscal year ending June 30, 2018 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 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 2017, and an annual status report in July 2017, 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. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina

General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.

14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
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

TERESA WILSON
CLERK TO BOARD OF COMMISSIONERS

Date

BY: J. MICHAEL EDNEY
Chairman, Board of Commissioners

Date

Sarah Gynes

6/20/17

BY: PRINTED NAME

Date

Authorized Agency Official

J. Michael Edney

6/20/17

BY: AUTHORIZED SIGNATURE

Date

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

Carey McClelland

7/26/17

CAREY MCLELLAND
County Finance Director

Date

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2017 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **Western Carolina Community Action Inc.**, 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 **\$38,905** in funding for the fiscal year ending June 30, 2018 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 2017, and an annual status report in July 2017, 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. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina

General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.

14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
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

TERESA WILSON
CLERK TO BOARD OF COMMISSIONERS

Date

BY: J. MICHAEL EDNEY
Chairman, Board of Commissioners

Date

David White 7/24/17
BY: PRINTED NAME Date
Authorized Agency Official

[Signature] 7/24/17
BY: AUTHORIZED SIGNATURE Date

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

[Signature] 7/24/17
CAREY MCLELLAND Date
County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2017 by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **Western Carolina Community Action Inc.**, 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 **\$11,100** in funding for the fiscal year ending June 30, 2018 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 2017, and an annual status report in July 2017, 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. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina

General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.

14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.

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

TERESA WILSON
CLERK TO BOARD OF COMMISSIONERS

Date

BY: J. MICHAEL EDNEY
Chairman, Board of Commissioners

Date

David White 7/24/17
BY: PRINTED NAME Date
Authorized Agency Official

[Signature] 7/24/17
BY: AUTHORIZED SIGNATURE Date

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

[Signature] 7/25/17
CAREY MCLELLAND Date
County Finance Director