

# REQUEST FOR BOARD ACTION

## HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** October 5, 2020

**SUBJECT:** Henderson County Census 2020 Participation Grant – Dogwood Health Trust

**PRESENTER:** John Mitchell, Business and Community Development Director  
Autumn Radcliff, Planning Director

**ATTACHMENTS:** 1. Henderson County Census 2020 Participation Grant  
2. Budget Amendment

### **SUMMARY OF REQUEST:**

The Census 2020 complete count is scheduled to end September 30<sup>th</sup>, 2020 and is now in its final tabulation period. It is important that Henderson County achieve a complete count for representative and funding purposes. In order to achieve that goal, the Dogwood Health Trust approved a grant to Henderson County in the amount of \$11,000 to provide compensation for the effort spent in generating and increasing our Census response rating. This money will be used to offset the cost of the County's public outreach efforts.

North Carolina is expected to gain an extra seat in the U.S. House of Representatives. This representation brings additional funding that Henderson County and other local organizations can utilize to continue promoting the public health and safety of our area.

### **BOARD ACTION REQUESTED:**

The Board is requested to accept the grant funds from the Dogwood Health Trust to be used to cover costs incurred by Henderson County public outreach efforts and approve the associated budget amendment.

#### **Suggested Motion:**

*I move that the Board of Commissioners accept the grant funding from the Dogwood Health Trust for Henderson County Census 2020 Participation and approve the attached budget amendment.*



*August 1, 2020*

*Henderson County  
Attn: Jacob Compher  
200 North Grove Street  
Hendersonville, NC 28792*

*Dear Jacob,*

It is my pleasure to inform you that the Dogwood Health Trust (“**Grantor**” or “**we**”) has approved a grant (the “**Grant**”) to *Henderson County* (“**Grantee**” or “**you**”) for the amount and work described more specifically in the Project section below (the “**Purpose**”). Grantee shall use the Grant consistent with the purposes of Grantor’s tax-exempt mission to create a dramatically healthier region in Western North Carolina and in accordance with the terms herein.

This letter is a legally binding agreement between Grantor and Grantee (“**Agreement**”). Grantor and Grantee are each a “party” and collectively, the “parties.” The Agreement will be effective upon our receipt of this Agreement, signed by an authorized representative of Grantee. An electronic copy will suffice.

You will be required to submit report(s) to the Grantor on the use and outcomes related to grant dollars. The Grantor may decline to consider grant renewals for Grantees who fail to do so. Please see Section 2 below for additional information on the reporting requirement.

## **PROJECT**

Pursuant to this Agreement, Grantor will provide funding support for the Grantee towards the *Henderson County Census 2020 Participation* (the “**Project**”).

Grantor will grant funds to Grantee based on the following. These amounts are intended to provide compensation for the effort spent in enrolling participants.

\$1,000 for every full percentage point increase in the month of July, and \$2,000 for every full percentage point increase in the month of August from 60.4% (percent participation as of June 26, 2020) Percentage increases will be determined by Self-Response Rate from the 2020census.gov website or the Vacancy Adjusted Results, whichever is higher. You agree that the Trust may unilaterally and in its sole discretion extend this level of grant funding for the percentage point increase achieved during the month of September by providing written notice to the Grantee. In addition, you will receive \$5,000 in grant funds if you exceed your 2010 Self-Response Rate of 60.5%.

## **BUDGET**

Detailed above

## **TERMS AND CONDITIONS**

- 1. Use of Funds.** Grantee shall use the Grant, and any interest or other income generated by the grant funds, only for the purposes of the Project described herein and in a manner

consistent with the terms of this Agreement. Grantee must use the Grant to support the 18 counties and Qualla Boundary within the Grantor's Region. Grantee may not make any changes in the purposes for which the Grant is spent without the Grantor's prior written approval.

2. **Reporting.** The Grantee will submit to Grantor written reports detailing Grant progress from a programmatic perspective along with a report of expenditures and confirmation that Grantee is in compliance with the terms of this Agreement. Grantor will provide reporting instructions prior to the due date.

**Narrative Final Report**

**Due Date: November 30, 2020**

**Financial Final Report**

**Due Date: November 30, 2020**

3. **Recordkeeping.** Grantee shall treat the Grant and any interest or income generated by the Grant as restricted assets and shall maintain either books to show the Grant separately or the Grant in a separate bank account. All expenditures made in furtherance of the Project shall be charged off against the Grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of the Grant. Grantee shall make these books and records pertaining to the Grant available to the Grantor at reasonable times for review and audit, and shall comply with all reasonable requests of the Grantor for information and interviews regarding use of the Grant. Grantee shall keep copies of all books and records related to this grant and all reports to the Grantor for at least six years after Grantee has expended the last of the Grant.
4. **Prohibited Uses.** Grantee shall not use any portion of the funds granted in a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including:
  - a. Influencing the outcome of any specific election for candidates to public office, or
  - b. Carrying on propaganda, or otherwise attempting to, to influence legislation of any kind by any governmental body or by means of a public vote, interpreted in accordance with the provisions of IRC sections 4945(d)(1) and 4945(e); or
  - c. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3).
5. **Lobbying and Certain Voter Registration Drives Prohibited.** No part of this grant may be spent for influencing legislation within the meaning of IRC Section 4945(e). No part of this grant may be spent to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2).
6. **Regrants.** Grantee may regrant a part of this grant if and only if such regrants fall within the stated purpose of the grant and the Agreement or are in accordance with the charitable purposes of Grantee and Grantor.

7. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other purpose. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Grantor and Grantee or any other entity.
8. **Representation and Warranty Regarding Tax Status.**
  - a. By entering into this Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under IRC 501(c)(3) and is a public charity described in IRC Sections 509(a)(1) or 509(a)(2) or is described in IRC Sections 170(c)(1) or 511(a)(2)(B).
  - b. Grantee's tax status has not been revoked and, to Grantee's knowledge, Grantee is not under review or audit by the Internal Revenue Service. Upon request, Grantee will provide Grantor with current documentation of its tax status.
  - c. Grantee's receipt of the Grant and compliance with the terms of this Agreement will not cause Grantee to be in violation or conflict with the governing documents of Grantee or any law to which Grantee is subject, or to be in breach or default of any contract or license to which Grantee is a party; nor will it have any material adverse effect on Grantee's tax or legal status.
  - d. There is no pending proceeding or investigation directed at the Grantee by a federal, state, tribal, or local administrative agency or authority that could have a material adverse impact on the Grantee's ability to perform its obligations under this Agreement.
9. **Notice.** Grantee shall give the Grantor immediate written notice of any change in Grantee's tax-exempt or public charity status.
10. **Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Grantor may establish from time to time. Grantee grants to the Grantor an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at the sole discretion of the Grantor.
11. **Grant Announcements.** Grantee shall submit in advance to the Grantor, for review and revision at the sole discretion of the Grantor, any announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its annual reports or tax returns. The Grantor may include information on the grant in its periodic public reports.

12. **Terrorist Activity.** Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.
13. **Indemnification.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, or in expending or applying the Grant, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of the Grantor, its officers, directors, employees, or agents.
14. **No Agency.** Grantee and not the Grantor is solely responsible for all activities supported by the Grant, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
15. **Waivers.** The failure of the Grantor to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
16. **Remedies.** Grantee shall repay to the Grantor any portion of the Grant which is not spent or committed for the charitable purposes of this Agreement. If the Grantor determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Grantor may demand the return of all or part of the unexpended Grant, which Grantee shall immediately repay to the Grantor. The Grantor may also avail itself of any other remedies available by law.
17. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
18. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.
19. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina applicable to contracts to be performed entirely within the State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of the state courts of North Carolina and to the jurisdiction of the United States District Court for the Western District of North Carolina and (b) agrees that all claims in respect of such action or proceeding

shall be heard and determined exclusively in any North Carolina state or U.S. federal court sitting in the County of Buncombe, North Carolina.

Please have an authorized officer of your organization sign this Agreement and return it to the Grantor. Please send it to Leah Marcus, [l.marcus@dht.org](mailto:l.marcus@dht.org), or 890 Hendersonville Rd, Suite 300, Asheville, NC 28803. Please keep a copy of the signed Agreement for your files.

If you have any questions concerning this grant or the grant agreement, please don't hesitate to call Dogwood Health Trust, at Betsey Russell, (828) 505-2476.

On behalf of Dogwood Health Trust's Board and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,

*Brian Myers*  
Brian Myers  
Chief Strategy Officer  
Dogwood Health Trust

Accepted on behalf of organization by:

\_\_\_\_\_  
*Authorized Signature*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

