

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: December 2, 2024

SUBJECT: Literacy Connection
Request to Remove FY25 Funding Restrictions

PRESENTER: Jennifer Miranda, Budget Analyst

ATTACHMENTS: FY25 Not-For-Profit Funding Agreement
Impact Statement

SUMMARY OF REQUEST:

During the Board of Commissioners meeting held on June 19, 2024, the Board approved the FY25 Budget Ordinance, which included provisions for funding local non-profit organizations. The Literacy Connection was allocated a total of \$15,000 to be distributed in equal quarterly installments. This allocation was based on their submitted funding application in which they outlined plans to utilize the County's support for their youth program with specific, targeted objectives.

In response to the damage caused by Hurricane Helene, staff received notification that their facilities had sustained catastrophic damage, resulting in the complete loss of their building and essential equipment. Furthermore, the disaster significantly heightened the needs of the families they serve. Consequently, the Literacy Connection is seeking approval to use funding to restore basic services and infrastructure instead of the originally stated programs.

BOARD ACTION REQUESTED:

Staff requests the Board consider removing the funding restrictions as outlined in the FY25 not-for-profit funding agreement executed on September 3, 2024, and allow the Literacy Connection to utilize funding to restore basic services and infrastructure.

Suggested Motion:

I move the Board allow the Literacy Connection to utilize County funding in FY25 to restore basic services and infrastructure instead of previously specified programs.

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2024, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **LITERACY CONNECTION**, 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 **\$15,000** in funding for the fiscal year ending June 30, 2025, 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, submitted online to Henderson County and available for review upon request, 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 because 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 2025, and an annual status report in July 2025, 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 officers, 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


 DENISA A. LAUFFER
 Clerk to the Board of Commissioners

9/8/24
 Date


 BY: REBECCA MCCALL
 Chairman, Board of Commissioners

9-3-24
 Date


Eduardo Trevino
 BY: PRINTED NAME
 Authorized Agency Official

7/9/24
 Date


 BY: AUTHORIZED SIGNATURE

7/9/24
 Date

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


 RANDALL COX
 County Finance Director

8.5.24
 Date

Request to Remove Funding Restrictions from Literacy Connection Grant in Response to Impacts of Hurricane Helene

October 15, 2024

Dear Henderson County Board of Commissioners,

First and foremost, thank you for your commitment to our county during this unprecedented disaster. We are writing to respectfully request the removal of the restrictions on our existing county funding, originally allocated for youth programming and citizenship tutoring. This request comes in response to the severe impacts of Hurricane Helene, which has significantly altered both our operational capacity and the immediate needs of the community we serve.

While we are still able to report ongoing successes in our citizenship tutoring program, the youth program has been temporarily put on hold as we work to rebuild and reassess our resources in this post-disaster context.

Background and Current Situation

1. **Impact of Hurricane Helene:** Hurricane Helene caused catastrophic damage to our facilities, resulting in the total loss of our building and essential equipment. The disaster has also dramatically increased the needs of the families we serve, many of whom have lost their homes, jobs, and access to vital services.



2. **Shift in Priorities:** Current conditions have necessitated the temporary suspension of our youth program while we prioritize the re-establishment of basic services and infrastructure.
3. **Continued Success in Citizenship Program:** Despite the challenges, we are proud to continue making progress in our citizenship tutoring program. Our commitment to helping individuals on their path to citizenship remains strong, and we will continue to report on the successes of this program. However, the demands of

rebuilding and responding to the broader needs of our community mean we must redirect resources temporarily.

4. **New Staffing and Strategic Planning:** The week of Hurricane Helene, we welcomed a new Youth Program Coordinator. Her skillset is fortunately aligned with our organization's needs on many levels will immediately pivot to provide the necessary support required to rebuild from the disaster. Additionally, with a new Executive Director on board, we are in the process of engaging in strategic planning that will address both short-term recovery efforts and long-term organizational goals.

Request for Flexibility in Funding Use

Given the challenges brought on by Hurricane Helene, we respectfully request that the Board of Commissioners remove the restrictions on the current county funding. Allowing more flexibility will enable us to allocate these funds to the most urgent needs and support our organization's capacity to recover to ensure we are able to provide services to Henderson County residents for many years to come.

Specifically, we request the following:

- Permission to use the county funding for general operating expenses, disaster relief, and rebuilding efforts.
- Flexibility to support a wider range of services beyond youth programming and citizenship tutoring.

With reduced capacity, we are prioritizing serving our existing tutors and students. These funds will position us for a strong relaunch once we are ready to resume full operations.

Conclusion

The destruction brought on by Hurricane Helene has forced us to rethink our immediate priorities. In this period of recovery, we are asking for your support to use county funding in the areas where it will have the most impact. By granting this flexibility, the Board of Commissioners will enable us to better serve our community, recover from this disaster, and continue the vital work of empowering individuals and families through education and support.

Thank you for your understanding and continued partnership as we work through this challenging time.

Sincerely,

Kelly Hart, Executive Director