

**REQUEST  
FOR BOARD ACTION**

**HENDERSON COUNTY  
BOARD OF COMMISSIONERS**

**MEETING DATE:** February 3, 2025

**SUBJECT:** Not-For-Profit Funding Agreement – United Way of Henderson County

**PRESENTER:** Christopher Todd, Assistant County Manager

**ATTACHMENTS:** Yes

1. Funding Agreement
2. Scope of Work Addendum

**SUMMARY OF REQUEST:**

At the January 15, 2025 Board of Commissioners Meeting, the Board approved the appropriation of \$77,000 to the United Way of Henderson County to establish a Long Term Recovery Group, including case management for citizens to ensure needs are being met.

Subsequent to that approval, staff has prepared the attached funding agreement and scope of work.

**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 payment.

**SUGGESTED MOTION:**

*I move the Board authorize the Chairman to execute the attached funding agreement thereby authorizing the release of payment.*

## AGREEMENT

### **NORTH CAROLINA HENDERSON COUNTY**

This Agreement made and entered into the 31<sup>st</sup> day of January, 2025, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and **UNITED WAY OF HENDERSON COUNTY**, 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 **\$77,000** in funding for the remainder of 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 the Attachment hereto, which is 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 remainder of the fiscal year. Payment of such amount shall be made in two equal installments in March and in June.
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 as stated above. 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.



## **Scope of Work**

### **Project Name: United Way of Henderson County Fiscal Agent for Henderson County Long Term Recovery Group**

#### **1. Objective**

The United Way of Henderson County (UWHC) will serve as the fiscal agent for the Henderson County Long-Term Recovery Group (LTRG), providing essential financial oversight, compliance management, and staffing support to aid in disaster recovery efforts. This partnership aims to:

- Ensure effective financial stewardship of disaster recovery funds.
- Support the LTRG in fulfilling its mission to assist individuals and families in need.
- Strengthen recovery efforts through professional staffing and operational support.
- Maintain compliance with all legal, grant, and donor requirements related to financial and operational management.
- Foster collaboration between community organizations, government entities, and nonprofit partners to maximize recovery impact.

#### **2. Scope of Services**

The United Way of Henderson County will serve as fiscal agent for the LTRG and, as funding allows, will bring on operations and program support staff to help ensure a successful launch of the Henderson County LTRG. It is UWHC's intent to help the LTRG develop and build to be an independent entity with UWHC serving as fiscal agent through December 31, 2026. This arrangement is dependent upon completion of signed fiscal agreement by both parties (UWHC, LTRG) and adherence to terms agreed therein.

#### **A. Fiscal Oversight & Financial Management**

UWHC will serve as the financial administrator for LTRG funds, ensuring accountability and transparency through:

- **Financial Stewardship:** Managing and distributing funds in accordance with donor, grant, and legal requirements.
- **Budget Management:** Ensuring the appropriate allocation of funds to support staffing and operational needs.
- **Auditing & Compliance:** Adhering to all federal, state, and local financial regulations, providing necessary reports for audits and reviews.
- **Financial Reporting:** Preparing and submitting accurate financial statements to key stakeholders and funding sources.
- **Grant & Donor Compliance:** Ensuring funds are used in alignment with grant guidelines and donor expectations.

## **B. Staffing & Operational Support**

To enhance the LTRG's effectiveness, UWHC aims to recruit, manage, and oversee the following key personnel. This is dependent on funds received to cover the costs of these positions.

- Long-Term Recovery Director – Responsible for leading and coordinating LTRG initiatives, working with stakeholders, and ensuring program effectiveness.
- Program Manager – Supports and oversees LTRG program development including volunteer recruitment, training, and deployment to support recovery efforts.
- Case Management Supervisor – Provides oversight and guidance to case managers and oversees integrated case management, to help ensure that impacted individuals and families receive available support services.

UWHC will also:

- Assist in the development of operational procedures to improve efficiency.
- Support coordination efforts between agencies involved in the recovery process.
- Ensure that staffing roles align with the LTRG's mission and priorities.

## **C. Program Coordination & Stakeholder Engagement**

To support long-term recovery efforts, UWHC will:

- Work closely with local governments, nonprofit organizations, and community partners to ensure alignment with the LTRG's mission.
- Facilitate communication and reporting between the LTRG, funders, and oversight bodies.
- Provide strategic guidance to strengthen the LTRG's organizational capacity and long-term sustainability.

## **4. Budget**

The two-year budget to support the staffing of these efforts is \$887,714. The total budget for the first year of this project is \$433,641, which will cover staffing, fiscal oversight, and compliance-related expenses. These funds do not cover the direct services to meet unmet needs of individuals and families. The LTRG's formation is required to receive additional funds. The LTRG will pursue additional resources from national and regional nonprofits as well as local, state, and federal support as available.

## **5. Acceptance Criteria**

The project will be considered successfully completed when:

- Staffing roles are fully funded and operational.
- Financial oversight responsibilities are fulfilled in compliance with all regulations.
- Required reports and audits are completed and submitted on time.