# REQUEST FOR BOARD ACTION

# HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** 

July 18, 2012

**SUBJECT:** 

Non-Profit Performance Agreements

PRESENTER:

Amy Brantley

ATTACHMENTS:

Yes - Funding Agreements

- 1. Arts Council of Henderson County
- 2. Blue Ridge Literacy Council
- 3. Boys and Girls Club
- 4. Children and Family Resources Center
- 5. CFRC United Agenda for Children
- 6. Community Development Council
- 7. Environmental and Conservation Organization
- 8. Healing Place
- 9. Henderson County Education History Initiative
- 10. Historic 7<sup>th</sup> Avenue District Inc.
- 11. Housing Assistance Corporation
- 12. Mediation Center
- 13. Medical Loan Closet
- 14. Pisgah Legal Services
- 15. United Way 211 Program
- 16. Vocational Solutions
- 17. Western Carolina Community Action Medical Transport
- 18. Western Carolina Community Action Transportation Grant
- 19. WNC Communities

# **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 **Arts Council 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 \$9,250 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 CO	I IN LODGE	
CLERK TO BOARD OF COMMISSIONERS	Date	BY: THOMAS TH Chairman, Board o	f Commissioners	Date
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PATRICIA C JAMES	6/27/12		e lame	4/27/
BY: PRINTED NAME Authorized Agency Official	Date	BY: AUTHORIZE		Date
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by the Local Government Budget and Fiscal Cor				
County Finance Director	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 **Blue Ridge Literacy Council**, 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 \$13,225 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.
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  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 Chairman, Board of Commissioners	Date
Steve Kickland, ED 6/25/12  BY: PRINTED NAME  Authorized Agency Official  Date	BY: AUTHORIZED SIGNATURE	6/25/12 Date
This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.		
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 **Boys and Girls Club**, 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 \$10,500 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 COMMISSI	ONERS Date	BY: THOMAS THOMPSON Chairman, Board of Commissioners	Date
SCOTTIE PARKS BY: PRINTED NAME Authorized Agency Official	6-16-1011 Date	BY: AUTHORIZED SIGNATURE	6-16-1012 Date
This Agreement has been pre-audited by the Local Government Budget and			
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 **Children and Family Resource Center**, 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 \$17,340 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.
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ATTEST:			HENDERSC	ON COUNTY	
CLERK TO	D BOARD OF COMMIS	SSIONERS Date	Chairman, B	AS THOMPSON oard of Commissioner	Date s
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Authorized This Agree	TED NAME Agency Official ment has been pre-audite al Government Budget ar	ed in the manner required			Engreen Date And Hay
County Fin		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 Children and Family Resource Center – United Agenda for Children, 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 \$2,500 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.
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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.
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authorized officers, their seals to be hereto a	ffixed the day and	year first above written.	
ATTEST:		HENDERSON COUNTY	
	Date	BY: THOMAS THOMPSON Chairman, Board of Commission	Date
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BY: PRINTED NAME Authorized Agency Official	Date	BY: AUTHORIZED SIGNATU	
County Finance Director	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 Community Development Council, 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 \$1,000 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.
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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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ATTEST:	HENDERSON COUNTY	
CLERK TO BOARD OF COMMISSIONERS Date	BY: THOMAS THOMPSON Chairman, Board of Commissioners	Date
SUE MIERS 62411  BY: PRINTED NAME Authorized Agency Official  Date	Sax Myrry BY AUTHORIZED SIGNATURE	6/26/12 Date
This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.	,	
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 **Environmental and Conservation Organization**, 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 \$8,325 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.
- 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.
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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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- 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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- 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 Da	ate BY: THOMAS THOMPSON Date
	Chairman, Board of Commissioners
David Weintraub 6/25/	6/25/12
BY: PRINTED NAME Authorized Agency Official	ate BY: AUTHORIZED SIGNATURE Date
This Agreement has been pre-audited in the manner by the Local Government Budget and Fiscal Control	
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 **Healing Place**, 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 \$6,475 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.
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- 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.

authorized officers, their seals to be hereto affixed the da	ay and year first above written.	
ATTEST:	HENDERGON COLDITY	
CLERK TO BOARD OF COMMISSIONERS Date	BY: THOMAS THOMPSON Chairman, Board of Commissioners	Date
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Angie Arley 6/25/12	Ange Ally	6/25/12
BY: PRINTED NAME Date Authorized Agency Official	BY: AUTHORIZED SIGNATURE	Date
This Agreement has been pre-audited in the manner required		
by the Local Government Budget and Fiscal Control Act.		
LOUNTY HINANCE LUITECTOR LISTE	om dernhom for the performance by the MoreNe 1811 M. Jeens to performance by the thef <del>en</del> 1821 M. Jeon P. Millom of high amount shall by to	

## 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 **Henderson County Education History Initiative**, 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 \$2,000 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 COMMISSIONERS Date	BY: THOMAS THOMPSON	Date
CZZIII TO BOLILO OL GOLIAMOSIGINDAS DAL	Chairman, Board of Commissioners	Zato
WENDY EDVEY BY: PRINTED NAME Authorized Agency Official	Wend J. Elves BY: AUTHORIZED SIGNATURE	6/26/12 Date
This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.		
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 **Historic 7<sup>th</sup> Avenue District 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 \$460 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 COMMISSIONERS Date	BY: THOMAS THOMPSON Date Chairman, Board of Commissioners
Tara M. Tinsley Ledbetter 625.12  BY: PRINTED NAME Date Authorized Agency Official	BY: AUTHORIZED SIGNATURE Date 6.25.12
This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.	
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 **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, 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 Chairman, Board of Commission	Date oners
PATRICK KENNEDY 7/2/2012	Jalily &	- 7/2/2012
BY: PRINTED NAME Authorized Agency Official	BY: AUTHORIZED SIGNAT	
This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.		
County Finance Director Date		
f this Agreement, the COUNTY may terminate this of the same to the AGENLY). In such event, all newher held by the AGENCY or the COUNTY, duall be		
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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 **Mediation Center**, 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.
- 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.

dumonized officers, then seals to be hereto	uninca inc day i	and your mor above written.	
ATTEST:		HENDERSON COUNTY	
CLERK TO BOARD OF COMMISSIONERS	Date	BY: THOMAS THOMPSON Chairman, Board of Commissioners	Date
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Lavra Teffords 61	22/12	to soud and	6/22/1
BY: PRINTED NAME Authorized Agency Official	Date	BY: AUTHORIZED SIGNATURE	Date
This Agreement has been pre-audited in the mar by the Local Government Budget and Fiscal Co	nner required ntrol Act.		

## 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 **Medical Loan Closet**, 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 \$4,625 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
BY: PRINTED NAME Date Authorized Agency Official	BY: AUTHORIZED SIGNATURE Date
This Agreement has been pre-audited in the manner reby the Local Government Budget and Fiscal Control A	
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 **Pisgah Legal Services**, 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 \$16,833 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
as appropriated the sum of \$16,833 instanting for the the terms hereoft and	Pisgh Legal S	ervices by
James A. Barrett 7-6-12 BY: PRINTED NAME Date	James a Bay	nett 7-6
Authorized Agency Official		URE Date
This Agreement has been pre-audited in the manner required by the Legal Government Budget and Figure Control Act		
County Finance Director Date	agrees to pay the AGFNCY up to the ear. Paymedy of such amount shalf be	
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participant because of race; religion, color, sex. acc.		
the and of the contract terms. Further, the COCNTY signt		

## 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 United Way 211 Program, 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 \$9,570 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 COMMISSIONERS Date	BY: THOMAS THOMPSON Chairman, Board of Commissioners	Date
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Kuth Birge 6.26.12	Treat Buge	6.26.12
BY: PRINTED NAME Date Authorized Agency Official	BY: AUTHORIZED SIGNATURE	Date
This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act		
County Finance Director Date	idermion for the performance by the AG TY 157 or stopaying AGFNCL in this at year. Psyment or such an ant studio	
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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 Vocational Solutions, 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 \$41,625 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 COMMISSIONERS Date	BY: THOMAS THOMPSON Chairman, Board of Commissioners	Date
Trace Luckadoo (d85/12 BY: PRINTED NAME Authorized Agency Official	Drace Luchados BY: AUTHORIZED SIGNATURE	6/26/12 Date
This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.		
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 Western Carolina Community Action/Apple Country Transportation, 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, 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 Chairman, Board of Commissioners	Date
David White 6/26/12  BY: PRINTED NAME Authorized Agency Official	BY. AUTHORIZED SIGNATURE	6/26/12 Date
This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.		
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 Western Carolina Community Action/Apple Country Transportation, 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 \$39,754 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 COMMISSIONERS Date	BY: THOMAS THOMPSON Chairman, Board of Commissioners	Date
Day White 6/26/12  BY: PRINTED NAME Authorized Agency Official	BY: AUTHORIZED SIGNATURE	6/26/12 Date
This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.		
		•
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 WNC Communities, 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 \$6,000 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 COMMISSIONERS Date	BY: THOMAS THOMPSON Chairman, Board of Commissioners	Date
BY: PRINTED NAME 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	6/26/2012 Date
County Finance Director Date		