

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: June 3, 2019

SUBJECT: Approve City of Hendersonville Special Appropriations Funding Agreement for FY20 Apple Country Public Transit and Paratransit Municipal Match

PRESENTER: Janna Peterson, Planner III

ATTACHMENTS: 1. Special Appropriations Funding Agreement

SUMMARY OF REQUEST:

The City of Hendersonville provides a municipal contribution each fiscal year for the operation of the Apple Country Public Transit and paratransit services. The FY20 contribution amount is \$132,402 and is based on the total ridership for the City of Hendersonville's jurisdiction. To receive the FY20 funding, the attached special appropriations funding agreement must be approved and signed by the County.

BOARD ACTION REQUESTED:

Action by the Board of Commissioners is required to sign the special appropriations funding agreement for the City of Hendersonville's FY20 municipal match for the Apple Country Public Transit and Paratransit Services.

Suggested Motion: I move that the Board of Commissioners approve the special appropriations funding agreement from the City of Hendersonville for FY20 municipal match for the Apple Country Public Transit and Paratransit services and authorize staff to sign the required documents.

SPECIAL APPROPRIATIONS FUNDING AGREEMENT

NORTH CAROLINA CITY OF HENDERSONVILLE

This Agreement made and entered into the 1st day of **July, 2019** by and between the City of Hendersonville, North Carolina, hereinafter referred to as the "CITY", and **Henderson County Planning Department**, hereinafter referred to as the "AGENCY."

WHEREAS, the CITY has requested services from the AGENCY to carry out its programs and activities; and

WHEREAS, the CITY, through its City Council, has appropriated the sum of **\$132,409** in funding for the fiscal year ending **June 30, 2020** to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the CITY set out herein are necessary to insure accountability for the expenditure of public funds by the CITY.

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 CITY 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 CITY agrees to pay the AGENCY up to the amount of money authorized in the CITY budget for the fiscal year. Payment of such amount shall be made in a manner determined by the CITY.
3. If the AGENCY violates any of the provisions of this Agreement, the CITY 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 CITY, shall be the property of and be returned to (or remain with) the CITY.
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 CITY.
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. Upon request of the CITY the AGENCY shall submit to the CITY a status report of all program activities including a summary of the accomplishment of stated goals and objectives.
8. Upon request of the CITY the AGENCY shall provide an accounting of CITY funds to the CITY 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 CITY within 30 days of the request. Further, the CITY shall be entitled to audit the AGENCY's expenditure of CITY funds at the CITY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the CITY within thirty (30) days of the CITY's request for said funds.
9. The CITY 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. Upon request of the CITY the AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701).
12. The CITY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees, partners, and agents, which persons it is agreed are not officers, employees, or agents of the CITY.
13. The Agreement may only be amended by written amendments mutually agreed upon by and between the CITY 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:

CITY OF HENDERSONVILLE

CITY CLERK, Tammie K. Drake Date

BY: BARBARA G. VOLK Date
Mayor, City Council

BY: PRINTED NAME Date
Authorized Agency Official

BY: AUTHORIZED SIGNATURE Date
Authorized Agency Official

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

CITY Finance Director, John Buchanan Date