

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: July 15, 2020

SUBJECT: Non-Profit Performance Agreements

PRESENTER: Megan Powell

ATTACHMENTS: Yes – Funding Agreements

1. *Blue Ridge Humane Society*
2. *Blue Ridge Literacy Council*
3. *Boys & Girls Club of Henderson County*
4. *Children & Family Resource Center*
5. *Council on Aging for Henderson County*
6. *Eliada Homes, Inc.*
7. *Flat Rock Playhouse*
8. *Henderson County Free Medical Clinic (The Free Clinics)*
9. *Henderson County Heritage Museum*
10. *Henderson County Partnership for Economic Development*
11. *Henderson County Young Leaders Program (Camplify)*
12. *Hendersonville Area Chamber of Commerce Foundation*
13. *Hendersonville Community Theatre*
14. *Interfaith Assistance Ministry, Inc.*
15. *Medical Loan Closet of Henderson County*
16. *Only Hope WNC*
17. *Safelight, Inc.*
18. *St. Gerard House*
19. *The Housing Assistance Corporation*
20. *The Mediation Center*
21. *United Way of Henderson County*
22. *Vocational Solutions of Henderson County, Inc.*
23. *Western Carolina Community Action, Inc. (Grant Match)*
24. *Western Carolina Community Action, Inc. (Medical Transport)*
25. *WNC Communities*

SUMMARY OF REQUEST:

Subsequent to the approval of the FY 2020-2021 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 thereby authorizing the release of the first of the quarterly installments to the named agencies.

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020 by and between Henderson COUNTY, North Carolina, hereinafter referred to as the "COUNTY", and **BLUE RIDGE HUMANE SOCIETY**, hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has requested services from the AGENCY to assist with providing spay/neuter services to citizens in Henderson County; and

WHEREAS, the Board of COUNTY Commissioners has appropriated the sum of **\$75,000** in funding for the fiscal year ending June 30, 2021 to support this purpose; and

WHEREAS, it is desirable and necessary to enter into this Agreement in order to set forth the terms and conditions for receiving said funds from 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 this agreement.
2. The COUNTY will provide the AGENCY up to \$75,000 (the "Allocation") to provide spay/neuter services to the citizens of Henderson County:
 - a. The Allocation shall be used by the AGENCY to provide for spay/neuter and rabies vaccinations for Henderson County families regardless of family income.
 - b. AGENCY staff must verify applicants are Henderson County residents.
 - c. AGENCY must keep records of who services were provided to and the recipient's proof of residency and use of funds. These records must be available to the COUNTY upon request.
 - d. The Animal Services Director shall administer this program and work with the AGENCY for its implementation.
 - e. The COUNTY and AGENCY may work together periodically on rabies vaccination clinics, spay/neuter clinics and educational programs to further spay/neuter and rabies awareness.
 - f. AGENCY will be responsible for ensuring the Allocation is used and accounted for properly. The COUNTY has the right to deny payment or request returned funds for any monies used in violation of this program. The reason for denial of payment must be documented in writing to the AGENCY within 2 days of denial. AGENCY has the right to resubmit the invoice with additional information justifying the payment of such invoice.
 - g. AGENCY will submit an invoice for services provided at the end of each month and the COUNTY shall reimburse AGENCY for these funds within 2 weeks of receipt of invoice. Notwithstanding, the total amount reimbursed to the AGENCY during the fiscal year covered by this Agreement shall not exceed the Allocation.
3. Spay-neuter surgery and rabies vaccination: In addition to the funding provided above, the Agency may charge and collect a fee of not more than Thirty Dollars (\$30.00) per animal spayed or neutered and vaccinated from participants. If a participant misses a scheduled appointment, the AGENCY can collect an additional rescheduling fee of Ten Dollars (\$10.00). All fees collected from the public for spay/neuter, rabies vaccination or rescheduling services shall be used in the administration of this program.
4. 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 Henderson COUNTY budget for the fiscal year.
5. If the AGENCY fails to perform its obligation under this Agreement, or if the AGENCY shall violate any of the provisions of this Agreement, the COUNTY shall have the right to terminate this Agreement by giving written notice to the AGENCY of such termination at least thirty (30) days before the effective date of such termination. In such event, all unexpended funds at the time of such termination shall remain with the COUNTY. The AGENCY may terminate the agreement with the COUNTY with thirty (30) days written notice.
6. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written approval of the COUNTY.
7. 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.
8. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
9. The AGENCY shall submit to the COUNTY a quarterly progress report and an annual status report of all program's activities including a summary of the accomplishment of stated goals and objectives within thirty days after the first three months. The

quarterly reports shall include information about the statistics such as number of rabies vaccines administered, type of animal altered, gender of animal and number of services performed.

- 10. 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.
- 11. 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.
- 12. As a condition of receiving funds from Henderson COUNTY, the AGENCY agrees to fully indemnify and hold harmless Henderson COUNTY, its officers, agents and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement.
- 13. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
- 14. The COUNTY is in no way responsible for the administration and supervision of the AGENCY's officers, employees and agents which persons it is agreed are not officers, employees or agents of the COUNTY.
- 15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.
- 16. The COUNTY will provide office space for the AGENCY's officers, employees and agents for carrying out duties under provisions of this Agreement.
- 17. The AGENCY will provide Certification of Insurance to the COUNTY as record that all the AGENCY's officers, employees and agents are covered by a Worker's Compensation Policy and Workers' Liability Policy under the AGENCY's name.
- 18. The COUNTY will provide a safe work environment for the AGENCY's officers, employees and agents
- 19. The COUNTY will provide, in the aforementioned office space, landline phone, internet and Wi-Fi service for the AGENCY's officers, employees and agents to carry out duties under provisions of this Agreement.
- 20. When additional capacity is needed beyond the Agency's resources, the COUNTY will provide staff and transportation to assist the AGENCY during check-in process and transporting animals to Humane Alliance.
- 21. When additional capacity is needed beyond the Agency's resources, the COUNTY will also provide staff when needed to help customers during the pickup process.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

TERESA WILSON Date
Clerk to the Board of Commissioners

BY: GRADY HAWKINS Date
Chairman, Board of Commissioners

ATTEST:

BY: Megan Cockman Date
SNIP Coordinator

BY: Angela Prodrick Date
Executive Director

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

SAMANTHA REYNOLDS Date
County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, 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 **\$10,000** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **BOYS & GIRLS CLUB 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 **\$10,000** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **CHILDREN & 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, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **COUNCIL ON AGING FOR 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 **\$36,075** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **ELIADA HOMES, 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 **\$10,000** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **FLAT ROCK PLAYHOUSE**, 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, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **HENDERSON COUNTY FREE MEDICAL CLINIC, INC., d/b/a THE FREE CLINICS**, 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 **\$27,645** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, 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).
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14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **HENDERSON COUNTY HERITAGE MUSEUM**, 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 **\$100,000** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

ADDENDUM

This is an addendum to the Agreement between Henderson County (the “County”) and the **HENDERSON COUNTY PARTNERSHIP FOR ECONOMIC DEVELOPMENT, INC.** (the “Partnership”), and should be read in that light.

The regular appropriation from the County to the Partnership for Fiscal Year 2021 (July 1, 2020, to June 30, 2021) is

\$376,750

The regular appropriation from the County to the Economic Investment Fund of Henderson County for Fiscal Year 2021 (July 1, 2020, to June 30, 2021) is

\$77,500

The special appropriation from the County to the Partnership for Fiscal Year 2021, if any, is

\$0

HENDERSON COUNTY

HENDERSON COUNTY PARTNERSHIP
FOR ECONOMIC DEVELOPMENT, INC.

By: _____

By: _____

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **HENDERSON COUNTY YOUNG LEADERS PROGRAM d/b/a CAMPLIFY**, 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 **\$5,000** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

TERESA WILSON Date
Clerk to the Board of Commissioners

BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

SAMANTHA REYNOLDS Date
County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **HENDERSONVILLE AREA CHAMBER OF COMMERCE FOUNDATION**, 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 **\$5,000** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
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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.
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **HENDERSONVILLE COMMUNITY THEATRE**, 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 **\$5,000** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **INTERFAITH ASSISTANCE MINISTRY, 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 **\$5,000** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **MEDICAL LOAN CLOSET 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 **\$4,500** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the “COUNTY”, and the **ONLY HOPE WNC**, 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 **\$18,000** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY’s expenditure of COUNTY funds at the COUNTY’s discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY’s request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY’s programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY’S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **SAFELIGHT, 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 **\$47,500** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **ST. GERARD HOUSE**, 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 **\$50,000** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **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, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **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 **\$10,500** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **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 **\$10,000** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

TERESA WILSON
Clerk to the Board of Commissioners

Date

BY: GRADY HAWKINS
Chairman, Board of Commissioners

Date

BY: PRINTED NAME
Authorized Agency Official

Date

BY: AUTHORIZED SIGNATURE

Date

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

SAMANTHA REYNOLDS
County Finance Director

Date

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **VOCATIONAL SOLUTIONS OF HENDERSON COUNTY, 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 **\$41,625** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **WESTERN CAROLINA COMMUNITY ACTION, 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 **\$38,905** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **WESTERN CAROLINA COMMUNITY ACTION, 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 **\$11,100** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2020, 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 **\$4,219** in funding for the fiscal year ending June 30, 2021, to support this purpose, subject to the terms hereof; and

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

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2021, and an annual status report in July 2021, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

13. As a condition of payment for services rendered under any agreement the AGENCY has with Henderson County, the AGENCY must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to Henderson County utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by Henderson County.
14. The AGENCY certifies that, as of the date of this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.58.
15. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

 TERESA WILSON Date
 Clerk to the Board of Commissioners

 BY: GRADY HAWKINS 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 required by the Local Government Budget and Fiscal Control Act.

 SAMANTHA REYNOLDS Date
 County Finance Director