

MINUTES

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

BOARD OF COMMISSIONERS  
TUESDAY, SEPTEMBER 7, 2021

The Henderson County Board of Commissioners met for a regularly scheduled meeting at 5:30 p.m. in the Commissioners' Meeting Room of the Historic Courthouse on Main Street, Hendersonville.

Those present were: Chairman William Lapsley, Vice-Chair Rebecca McCall, Commissioner Mike Edney, Commissioner Daniel Andreotta, Commissioner David Hill, Interim County Manager John Mitchell, Assistant County Manager Amy Brantley, Attorney Russ Burrell, and Clerk to the Board Denisa Lauffer.

Also present were: Finance Director Samantha Reynolds, County Engineer Marcus Jones, Planning Director Autumn Radcliff, Emergency Management/Rescue Coordinator Jimmy Brissie, Budget Manager Megan Powell, Purchasing Agent Doug Guffey, Assistant Engineer Deb Johnston & PIO Kathy Finotti – videotaping, and Deputies John Ashe and Jeff Corn as security.

CALL TO ORDER/WELCOME

Chairman Lapsley called the meeting to order and welcomed all in attendance.

INVOCATION

The invocation was provided by Commissioner Andreotta

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Allie Justice of the Young Naturalist 4-H Club.

RESOLUTIONS AND RECOGNITIONS

Vice-Chair McCall presented the Eagle Scout Certificate of Recognition to Jonah Gilbert Crawford.

**2021.59 Proclamation – 2021 Constitution Week**

September 17, 2021 marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention. Henderson County asks our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

**PROCLAMATION ACKNOWLEDGING SEPTEMBER 17-23, 2021 AS  
CONSTITUTION WEEK**

**WHEREAS,** September 17, 2021 marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS,** it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

**WHEREAS,** it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

**WHEREAS,** Public Law #915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week:

**NOW, THEREFORE,** Commissioners of Henderson County of the state of North Carolina do hereby proclaim September 17 through 23, 2021 to be Constitution Week in Henderson County and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

Motion:

*Chairman Lapsley made the motion that the Board adopt the Proclamation designating September 17, 2021 to September 23, 2021 as Constitution Week in Henderson County and further move the Board approve placement of a banner in recognition of Constitution Week at the Historic Courthouse from September 20 – 24, 2021. All voted in favor and the motion carried 5-0.*

APPROVED: 09/15/2021

**2021.60 Resolution of Appreciation – Megan Piner Powell**

The Henderson County Board of Commissioners was requested to adopt a Resolution of Appreciation for Megan Piner Powell. Megan’s last day with Henderson County will be September 10, 2021, having been with Henderson County since December 2009. Commissioner Edney read the resolution aloud.

**RESOLUTION OF APPRECIATION**

**MEGAN PINER POWELL  
HENDERSON COUNTY BUDGET MANAGER/INTERNAL AUDITOR**

**WHEREAS,** upon graduating from Appalachian State University in 2010 with her Master’s Degree in Public Administration, Megan began her career with Henderson County in the Engineering Department; and

**WHEREAS,** Megan has served the citizens of Henderson County in a variety of roles throughout her tenure, including as Environmental Programs Coordinator, Management Assistant, Budget Analyst, and in her current position of Budget Manager/Internal Auditor; and

**WHEREAS,** throughout her career Megan has worked directly with all departments that make up Henderson County to develop policies, procedures, and best practices for the benefit of our citizens; and

**WHEREAS,** during her tenure with Henderson County, Megan Piner Powell has amassed a wealth of institutional knowledge and provided outstanding service to the Board of Commissioners, staff and citizens of Henderson County; and

**WHEREAS,** Megan Piner Powell’s last day of service to Henderson County and its citizens will be September 10, 2021;

**NOW, THEREFORE, BE IT RESOLVED** that the Henderson County Board of Commissioners expresses their deep admiration for the experience, enthusiasm, and wisdom that Megan Piner Powell brought to the positions that she served in with Henderson County. On behalf of the citizens and staff of Henderson County, we appreciate and commend you on a job well done, Megan Powell.

Motion:

*Commissioner Edney made the motion that the Board adopt a Resolution of Appreciation for Megan Piner Powell, Henderson County Budget Manager/Internal Auditor. All voted in favor and the motion carried 5-0.*

**INFORMAL PUBLIC COMMENT**

1. Terry Bozon spoke regarding text amendments for Conditional Rezoning requests and withdrawal periods.
2. Bryan Vanderlois spoke in opposition to the use of compression brakes on Highway 64.
3. Dennis Justice Spoke in opposition to Gambling Bills and their impact on Henderson County.

CONSENT AGENDA consisted of the following:

**Minutes**

Draft minutes were presented for board review and approval of the following meeting(s):

August 18, 2021 - Regularly Scheduled Meeting

Motion:

*I move the Board approve the minutes of August 18, 2021.*

**Tax Collector’s Report**

The September 2, 2021 report from the office of the Tax Collector was provided for the Board’s information.

APPROVED: 09/15/2021

Please find outlined below collections information through September 1, 2021 for 2021 real and personal property bills mailed on August 27th. Vehicles taxes are billed monthly by NC DMV.

**Henderson County Annual Bills (Real and Personal Property):**

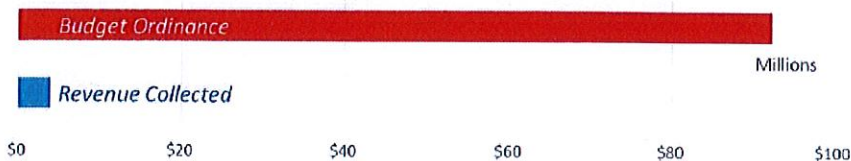
2021 Beginning Charge:	\$86,246,444.70	<p>Paid 2.75%</p> <p>Unpaid 97.25%</p>
Discoveries & Imm. Irreg.:	\$897,952.66	
Releases & Refunds:	(\$60,302.14)	
Net Charge:	\$87,084,095.22	
Unpaid Taxes:	\$84,688,010.65	
Amount Collected:	\$2,396,084.57	

**Henderson County Registered Motor Vehicles (As Collected by NC DMV):**

Net Charge:	\$1,349,403.89	<p>99.77%</p>
Unpaid Taxes:	\$3,070.26	
Amount Collected:	\$1,346,333.63	

**Henderson County FY22 Budget Analysis:**

	<u>Budget Ordinance</u>	<u>Revenue Collected</u>
Ad Valorem:	\$91,127,728.00	Ad Valorem: \$3,742,418.20
Prior Years:	\$980,000.00	Prior Years: \$229,882.49
<b>Budget Total:</b>	<b>\$92,107,728.00</b>	<b>YTD Revenue: \$3,972,300.69</b>



**Notification of Vacancies**

The Notification of Vacancies is being provided for the Board’s information. They will appear on the next agenda under “Nominations”.

1. Cemetery Advisory Committee – 4 vac.  
Positions #1, 2, 3 & 5

**2021.61 Budget Amendment – Ecusta Trail Preliminary Engineering\Construction**

NCDOT has drafted a grant agreement for the Surface Transportation Block Grant Program Directly Attributable (STBG-DA) funds for preliminary engineering (PE) and construction of the first three phases of the Ecusta Trail. The Board approved a budget amendment on August 2, 2021, for the preliminary engineering phases of the project.

The Board was requested to approve a second budget amendment to include the construction phases of the project, which are included in the NCDOT grant agreement. While preliminary engineering costs are expected to be expended during the current fiscal year, all construction phases are not expected to be expended until a future year. All expenditures and funding sources will be accounted for in Henderson County’s Capital Projects Fund, which is a multi-year fund.

Motion:

*I move that the Board of Commissioners approve a Budget Amendment appropriating the construction phases of the Ecusta Trail project into the project budget.*

**2021.62 Budget Amendment – Ecusta Trail Purchase Reimbursement**

The Board was requested to ratify a Budget Amendment, reversing the bridge loan to Conserving Carolina for the acquisition of the Ecusta rail line corridor which was originally ratified by the Board on August 18, 2021. The organization closed on the property on August 12, 2021. The County received the first 20% reimbursement from the loan on August 18, 2021, and the remaining 80% was received August 25, 2021.

Motion:

*I move that the Board of Commissioners ratify the Budget Amendment as presented.*

**2021.63 Budget Amendment – Fund Balance Appropriation**

The Board was requested to approve the attached budget amendment which appropriates fund balance for purchases that were initiated during FY21, but will not be fulfilled until FY22. These items, included on the attached listing, were approved and encumbered in FY21 but were not delivered or fulfilled by the end of the fiscal year because of supply chain disruptions or other delays.

Motion:

*I move that the Board of Commissioners approve the Budget Amendment appropriating fund balance as presented.*

**2021.64 Budget Amendment – Fund Balance Appropriation – E911 Fund**

Staff requested the Board approve the attached budget amendment to appropriate \$1,830 from the general fund balance and transfer to E911 fund. These funds are to reimburse the E911 Fund for costs reported on the PSAP revenue-expenditures report to the North Carolina 911 Board that were deemed ineligible following a recent review.

Motion:

*I move the Board approve the budget amendment to appropriate fund balance from General Fund and transfer to the E911 fund to reimburse for ineligible costs.*

**Public Library – Request for Part-Time Library Assistant Project Position**

The Friends of the Henderson County Public Library receive approximately \$85,000 annually from the Community Foundation on behalf of the Richard J. and Betty A. Scott Memorial Fund that must be used “to support the programs of the Etowah Branch of the Library.”

Utilizing these funds as they are intended while most effectively serving the needs of the Etowah community will require considerable staff time in making community connections, researching programming options, and planning and implementing programs. The Library Director requests that a portion of the annual payouts fund a PT Library Assistant Project Position for the Etowah Library that will focus on designing and implementing programs for the Etowah community. This proposal has been approved by both the Community Foundation and the Friends of the Henderson County Public Library.

The request is for one (1) part-time library assistant for the Etowah Library that would be deemed a project position. The cost of the position would be covered by the Richard J. and Betty A. Scott Memorial Fund as administered by the Friends of the Henderson County Public Library. No local appropriations are required.

This position has been discussed with the Human Resources Department.

Motion:

*I move that the Board approve the addition of one (1) PT Library Assistant project position for the Etowah Library, and authorize Staff to approve the necessary budget amendment.*

**Set Public Hearing for Land Development Code (LDC) Text Amendments (TX-2021-05)**

During the July 15<sup>th</sup> Planning Board meeting, the Board requested staff to draft a text amendment to address concerns with conditional rezoning’s and withdrawal periods. During the August 19<sup>th</sup> meeting, the Planning Board discussed the item and made a recommendation on the withdrawal periods. The Planning Board will continue its discussion on conditional rezoning’s at its September meeting.

The Henderson County Planning Board discussed the draft text amendment and voted to send forward a favorable recommendation. Attached is a draft text amendment for withdrawal periods recommended by the Planning Board.

Motion:

*I move that the Board set a public hearing on the proposed Land Development Code Text Amendment (TX- 2021-05) for Monday, October 4, 2021 at 5:30 p.m.*

APPROVED: 09/15/2021



**Set Public Hearing for renaming of a local street from Daddy's Girl Ln. to Three Sisters Dr.**

On August 3, 2021, Staff received a petition from the applicant to rename "Daddys Girl Ln" to "Three Sisters Dr". The application was deemed complete and included consent from 100% of the affected property owners meeting our ordinance requirement.

North Carolina General Statute 153A-239.1 requires the Board to hold a public hearing prior to assigning a new road name or re-assigning a road name to an existing street. The road name assignment is required by the Henderson County Property Addressing Ordinance (Chapter 41) and will avoid possible confusion when responding to emergency situations. If the Board approves this request for action, staff post signs in the affected area regarding the public hearing and advertised the public hearing in a local newspaper.

Motion:

*I move the Board schedule a public hearing for the renaming of Daddys Girl Ln for October 4<sup>th</sup>, 2021 at 5:30PM.*

**Set Public Hearing for renaming of a local street from Harvey Dr. to Albritton Dr.**

On August 2, 2021 Staff received a petition from the applicant to rename "Harvey Dr" to "Albritton Dr". The application was deemed complete and included consent from 100% of the affected property owners meeting our ordinance requirement.

North Carolina General Statute 153A-239.1 requires the Board to hold a public hearing prior to assigning a new road name or re-assigning a road name to an existing street. The road name assignment is required by the Henderson County Property Addressing Ordinance (Chapter 41) and will avoid possible confusion when responding to emergency situations. If the Board approves this request for action, staff post signs in the affected area regarding the public hearing and advertised the public hearing in a local newspaper.

Motion:

*I move the Board schedule a public hearing for the renaming of Harvey Dr for October 4<sup>th</sup>, 2021 at 5:30PM.*

**Set Public Hearing for Land Development Code (LDC) Text Amendments (TX-2021-04)**

Henderson County Planning Department received a text amendment application from Jim Honeycutt with Haynes International to amend the supplemental requirements for SR 2.12 Solar Panels. Currently, solar collectors as an accessory use are not permitted in a *Special Flood Hazard Area*. The proposed text amendment would allow solar collectors to be located within the 100-year and 500-year *floodplain* with an approved *Floodplain* Development Permit.

Attached is the draft amendment requested and guidelines for solar array projects in a *Special Flood Hazard Area* prepared by the Site Development Director, Natalie Berry.

The Henderson County Planning Board discussed the draft text amendment and voted to send forward a favorable recommendation.

Motion:

*I move that the Board set a public hearing on the proposed Land Development Code Text Amendment (TX- 2021-04) for Monday, October 4, 2021 at 5:30 p.m.*

**2021.65 Home and Community Care Block Grant: FY 2022 Contracts**

The board is requested to approve the Home & Community Care Block Grant contracts for Fiscal Year 2022. The Home & Community Block Grant Program is State/Federal funded and administered at the local level. The funding plan for this program was approved 6/7/2021 by the Board of Commissioners.

The Contract for County-Based Aging Services outlines the responsibilities of each party for administration of the Home and Community Care Block Grant program and allows the Area Agency on Aging to provide reimbursement payments to the community service providers on behalf of the County.

APPROVED: 09/15/2021

## Motion:

*I move that the Board approve the provider contracts for Home and Community Care Block Grant Funds for Fiscal Year 2022.*

**Purchase and Installation of Johnson Control Metasys Variable Frequency Drive HVAC Motors**

The Board was requested to approve the attached proposal and authorize staff to proceed with the procurement, installation, and integration of a Johnson Controls Systems Variable Frequency Drive HVAC Motors and programming in the 1995 Courthouse via the sole source exception as allowed under N.C.G.S 143-129 (e)(6).

The sole proposal was received from Johnson Controls for \$94,267.74 to replace 10 HVAC motors with VFD Metasys controlled motors. The 1995 Courthouse currently utilizes Johnson Controls Metasys equipment building automation systems. They are a proprietary product of Johnson Controls. The integration and consolidation of the Metasys System offers a holistic approach to the needs of the entire structure and provides standardization for staff and maintenance programs in the future.

The purchase and installation of the control system is a part of the FY22 Planned Projects budget.

## Motion:

*I move the Henderson County Board of Commissioners award the contract for the purchase, installation, and integration of a Metasys Variable Frequency Drive Motors and programming system to the sole bidder, Johnson Controls for \$94,267.74 and authorize staff to proceed with the purchase using the sole source exception to formal bidding as allowed under N.C.G.S 143-129 (e)(6).*

**Selection of VFW Architect**

On July 20, 2021, a Request for Qualifications for architectural services for the VFW was posted. The overall project scope includes designs that address all necessary repairs and replacements of all building systems components including but not limited to HVAC, plumbing, electrical, structural, interior and exterior finishes, and parking, associated with a yet to be finalized design criteria and scope. Also included in the scope of the project is the necessary programming with Henderson County in order to provide a proposed design with cost estimates and schedules for approval, as well as the necessary Construction Administration once the project is bid and awarded, to ensure project success. Proposals were due on August 4, 2021.

Proposals were subsequently received and reviewed by Staff. Following that review, the firm of McMillan | Pazdan | Smith was selected as the most qualified firm.

## Motion:

*I move the Board approve the selection of McMillan | Pazdan | Smith to provide architectural services for the VFW, and direct Staff to negotiate an agreement.*

**2021.66 Ratification of Contract for Acquisition of Land**

At the request of the Board, a county staff person has executed an offer to purchase real estate potentially to be used as an Emergency Medical Services base in the Fletcher area.

## Motion:

*I move that the Board ratify and adopt the agreement.*

## Motion:

*Vice-Chair McCall made the motion to adopt the consent agenda as presented. All voted in favor and the motion carried 5-0.*

**LOW IMPACT DEVELOPMENT INITIATIVE**

Members of the Environmental Advisory Committee stated on October 10, 2019, the Henderson County Environmental Advisory Committee (EAC) voted on the final version of the Low Impact Development Initiative. On October 14<sup>th</sup>, 2019, the Henderson County Environmental Advisory Committee (EAC) submitted a letter to the Board of Commissioners presenting the Low Impact Development Initiative. The document can be included as an appendix with designer and engineering Request For Qualifications (RFQs) that are released by the County. This initiative is not an attempt to increase regulation or create statutory requirements. Rather it should act as a guidance document for both county staff and outside consultants to aid in the decision-making process in a cradle-to-grave approach.

Chris Berg, an appointed member of the Environmental Advisory Committee, introduced Phillip Ellis who provided the Board with a presentation outlining the Proposal for a Low Impact Development Initiative on behalf of the Environmental Advisory Committee. Vice-Chair McCall stated the information should be included in documentation the Board is reviewing as part of the 2045 Comprehensive Plan

**EDNEYVILLE ELEMENTARY SEWER UPDATE**

County Engineer, Marcus Jones, updated the Board on the status of the Edneyville Elementary Sewer project. He stated the preliminary engineering reports were complete and the project has now moved into a detailed rate study. The Board then directed staff to send a letter to the City of Hendersonville requesting clear answers to several questions the Board has regarding this project and the potential connection to the City of Hendersonville's existing sewer system. Questions such as, What the cost would be to connect to the current sewer system, would there be conditions involved, and if the City would agree to maintain the option that is chosen? Commissioner Edney added the letter that is sent to the City of Hendersonville also needs to be sent to the Metropolitan Sewer District (MSD) because they could also be an equal partner for the treatment, operation, and management for the option chosen.

**AMERICAN RESCUE PLAN UPDATE**

Assistant County Manager Amy Brantley provided the Board with the most current information available on the American Rescue Plan. The public comment period on the Interim Final Rule closed on July 16, 2021. The latest edition of Frequently Asked Questions provided by Treasury is from July 19, 2021.

**2021.67 BUDGET AMENDMENT – HURRICANE ISAIAS**

Jimmy Brissie, Emergency Services Director, stated during the fall of 2020 Hurricane Isaias struck North Carolina. The State of North Carolina operates a statewide search and rescue program for response to widespread events such as this storm. Henderson County serves as a resource to the State providing a "Type I" team of rescuers from partner Emergency Services agencies. As part of the response Henderson County sent personnel with equipment to assist our neighbors in Eastern North Carolina.

As part of the Statewide Mutual Aid agreement NC Emergency Management provides reimbursement for approved missions. Henderson County Emergency Management staff worked in conjunction with our partner agencies to compile the costs of the deployment which were submitted during the fall of 2020. The State provided reimbursement of \$21,499 to Henderson County for the costs of the deployment. These funds will be distributed to the deployed partner agencies and to reimburse the County for expenses incurred.

**Motion:**

*Commissioner Edney made the motion the Board approve the budget amendments authorizing the receipt of funds as reimbursement for the Hurricane Isaias deployment and provide reimbursement to the partner agencies as approved in the State reimbursement package. All voted in favor and the motion carried 5-0.*

**NOMINATIONS AND APPOINTMENTS**

Chairman Lapsley opened the floor for nominations.

- 1. Cemetery Advisory Committee – 2 vac.

There were no nominations at this time and this item was rolled to the next meeting.

- 2. Hendersonville City Zoning Board of Adjustment – 1 vac.

There were no nominations at this time and this item was rolled to the next meeting.

- 3. Historic Resources Commission – 2 vac.

Motion:

*Chairman Lapsley made the motion to nominate Victoria Flanagan for position #7. All voted in favor and the motion carried by acclamation 5-0.*

- 4. Home and Community Care Block Grant Advisory Committee – 1 vac.

There were no nominations at this time and this item was rolled to the next meeting.

- 5. Juvenile Crime Prevention Council – 3 vac.

There were no nominations at this time and this item was rolled to the next meeting.

- 6. Laurel Park Planning Board – 1 vac.

There were no nominations at this time and this item was rolled to the next meeting.

- 7. Mountain Valleys Resource Conservation and Development Program – 1 vac.

There were no nominations at this time and this item was rolled to the next meeting.

- 8. Nursing/Adult Care Home Community Advisory Committee – 12 vac.

There were no nominations at this time and this item was rolled to the next meeting.

**COMMISSIONER UPDATES**

Commissioner updates include current and ongoing items of interest in the County and allow commissioners an opportunity to bring the full Board up to date on issues that occur between meetings. Commissioners may also use this opportunity to report on related committee work and assignments.

**COMMISSIONER UPDATES**

Vice-Chair McCall informed the Board that the upcoming Fall Littersweep dates are September 11- 25, 2021. She then encouraged everyone to participate in the City/County Collaborative Day event on Saturday, September 25, 2021, at 8:30 a.m. on Upward Road in Hendersonville.

**COUNTY MANAGER’S REPORT**

Interim County Manager John Mitchell informed the Board that Henderson County will host a Remembrance Ceremony for the twentieth anniversary of the September 11 terrorist attacks on Saturday, September 11, 2021, at 8:30 a.m. in front of the Historic Courthouse.


**IMPORTANT DATES**

**ADJOURN**

*Commissioner Andreotta made the motion to adjourn at 7:23 p.m. All voted in favor and the motion carried 5-0.*

Attest:

  
 Denisa A. Lauffer, Clerk to the Board

  
 William Lapsley, Chairman

APPROVED: 09/15/2021



**Henderson County  
Board of Commissioners**

1 Historic Courthouse Square • Suite 1 • Hendersonville, NC 28792  
Phone (828) 697-4808 • Fax (828) 692-9855 • www.hendersoncountync.gov

William G. Lapsley  
Chairman  
Rebecca K. McCall  
Vice-Chairman



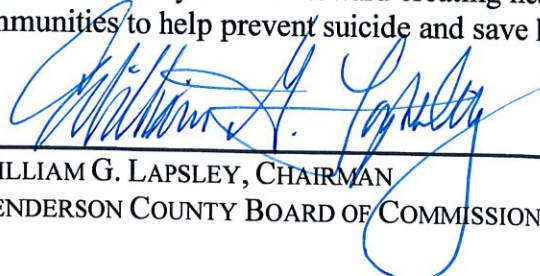
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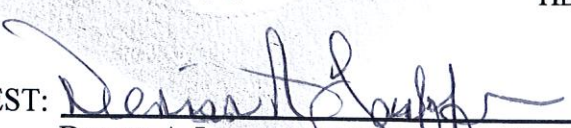
**RESOLUTION**

**DECLARING SEPTEMBER SUICIDE PREVENTION AND AWARENESS MONTH**

- WHEREAS,** September has been designated as National Suicide Prevention and Awareness Month, and is intended to affirm the need for suicide prevention awareness, to increase the community's awareness about suicide's warning signs, to reduce the stigma associated with suicide, and to advocate for the availability of mental health services to all; and
- WHEREAS,** suicide is a complex, but preventable, health issue that requires compassion, empathy, trust, understanding, and access to professional services; and
- WHEREAS,** according to the US Centers for Disease Control and Prevention, suicide rates increased 33% between 1999 and 2019 and suicide was responsible for more than 47,500 deaths in 2019; and
- WHEREAS,** suicide is the second leading cause of death for people ages 10-34, the fourth leading cause among people ages 35-44, and the fifth leading cause among people ages 45-54; and
- WHEREAS,** suicide and suicide attempts affect the health and well-being of friends, loved ones, co-workers, and the community at large; and
- WHEREAS,** the Henderson County Board of Commissioners and its many partners are committed to caring for our community by sharing resources and advocating for each other;
- NOW, THEREFORE, BE IT RESOLVED** that the Henderson County Board of Commissioners does hereby declare the month of September as Suicide Prevention and Awareness Month in Henderson County, and encourages our community to work toward creating healthy and strong individuals, families, and communities to help prevent suicide and save lives.

Adopted this the 15th day of September, 2021.

  
WILLIAM G. LAPSLEY, CHAIRMAN  
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:   
DENISA A. LAUFFER, CLERK TO THE BOARD



# Henderson County Board of Commissioners

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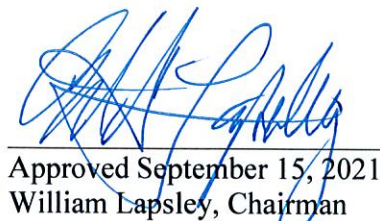
**William G. Lapsley**  
Chairman  
**Rebecca K. McCall**  
Vice-Chairman



**J. Michael Edney**  
**Daniel J. Andreotta**  
**David H. Hill**

## HENDERSON COUNTY 2022 HOLIDAY SCHEDULE

<b>HOLIDAY</b>	<b>DATE(S)</b>	<b>WEEKDAY(S)</b>
New Year's Day	December 31, 2021	Friday
ML King, Jr.'s Birthday	January 17, 2022	Monday
Good Friday	April 15, 2022	Friday
Memorial Day	May 30, 2022	Monday
Independence Day	July 4, 2022	Monday
Labor Day	September 5, 2022	Monday
Veteran's Day	November 11, 2022	Friday
Thanksgiving	November 24 & 25, 2022	Thursday & Friday
Christmas	December 23, 26 & 27, 2022	Friday, Monday & Tuesday

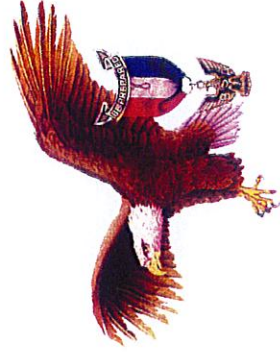


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Approved September 15, 2021  
William Lapsley, Chairman

# Certificate of Recognition

by the  
Henderson County Board of Commissioners



This certificate is awarded to

*Jannah Gilbert Crawford*

*In recognition of achieving the rank of Eagle Scout*



William Lapsley, Chairman

Date

Rebecca McCall, Vice-Chairman

Date



Henderson County  
Board of Commissioners

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William G. Lapsley  
Chairman  
Rebecca K. McCall  
Vice-Chairman


J. Michael Edney  
Daniel J. Andreotta  
David H. Hill

**RESOLUTION**  
**IN SUPPORT OF THE CONSTITUTION**

- WHEREAS**, the Constitutional Convention assembled in Philadelphia in May of 1787, to draft the United States Constitution; and
- WHEREAS**, ratified in 1788, and the law of the land since 1789, the United States Constitution is the world's longest surviving written charter of government; and
- WHEREAS**, the Constitution of the United States united citizens as members of a whole, vesting the power of the union in the people. Indeed its opening phrase – “We The People” – affirms that the government of the United States exists to serve its citizens; and
- WHEREAS**, the first ten amendments, known as the “Bill of Rights,” list specific prohibitions on governmental power and were adopted to enshrine them in the Constitution; and
- WHEREAS**, included in the rights afforded to American citizens in Constitution are freedom of speech, freedom of the press, freedom of religion, the right to peaceably assemble, and the right to petition the Government for a redress of grievances; and
- WHEREAS**, the North Carolina Constitution affirms the concept of government by the people, stating in Article 1, Section 2 that “All political power is vested in and derived from the people; all government of right originates from the people, is founded upon their will only, and is instituted solely for the good of the whole”; and
- WHEREAS**, all rights consistent with the United States Constitution and laws of the State are held in the highest esteem by the Henderson County Board of Commissioners;

**NOW, THEREFORE, BE IT RESOLVED** that the Henderson County Board of Commissioners affirms our oath of office to support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and opposes any efforts by any entity to infringe on, or take from our citizens, the rights guaranteed us through the Constitution.

Adopted this the 18th day of August, 2021.

  
WILLIAM G. LAPSLEY, CHAIRMAN  
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:   
DENISA A. LAUFFER, CLERK TO THE BOARD



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William G. Lapsley  
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David H. Hill

**RESOLUTION OF APPRECIATION**

**MEGAN PINER POWELL**

**HENDERSON COUNTY BUDGET MANAGER/INTERNAL AUDITOR**

**WHEREAS,** upon graduating from Appalachian State University in 2010 with her Master's Degree in Public Administration, Megan began her career with Henderson County in the Engineering Department; and

**WHEREAS,** Megan has served the citizens of Henderson County in a variety of roles throughout her tenure, including as Environmental Programs Coordinator, Management Assistant, Budget Analyst, and in her current position of Budget Manager/Internal Auditor; and

**WHEREAS,** throughout her career Megan has worked directly with all departments that make up Henderson County to develop policies, procedures and best practices for the benefit of our citizens; and

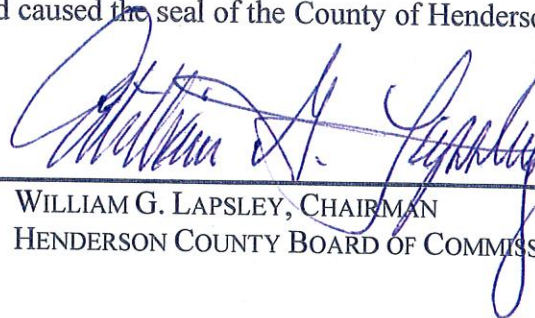
**WHEREAS,** during her tenure with Henderson County, Megan Piner Powell has amassed a wealth of institutional knowledge and provided outstanding service to the Board of Commissioners, staff and citizens of Henderson County; and

**WHEREAS,** Megan Piner Powell's last day of service to Henderson County and its citizens will be September 10, 2021;

**NOW, THEREFORE, BE IT RESOLVED** that the Henderson County Board of Commissioners expresses their deep admiration for the experience, enthusiasm, and wisdom that Megan Piner Powell brought to the positions that she served in with Henderson County. On behalf of the citizens and staff of Henderson County, we appreciate and commend you on a job well done, Megan Powell.

In witness whereof I have hereunto set my hand and caused the seal of the County of Henderson to be affixed.

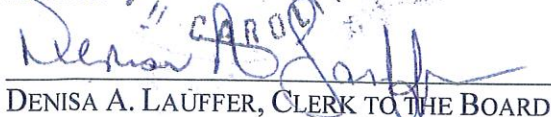
Adopted this the 7th day of September, 2021.



---

WILLIAM G. LAPSLEY, CHAIRMAN  
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:



---

DENISA A. LAUFFER, CLERK TO THE BOARD

# PUBLIC COMMENT SIGNUP SHEET

## SEPTEMBER 7, 2021

Pursuant to N.C. Gen. Stat. §153A-52.1, the Henderson County welcomes public comment at its meetings. Please note that each speaker is limited to three (3) minutes, unless a different time limit is announced. Also, the Board may adopt rules limiting the number of persons speaking taking the same position on a given issue, and other rules regarding the maintenance of good order.

Each speaker should be aware and by their signatures hereto they agree that their comments may be recorded (by audio-visual recordings, photography or other means), and may be (but are not required to be) broadcast by the County as a part of the broadcast of this meeting, or as a part of the County's programming on its local video channel(s). By their signature they further agree that Henderson County is and will be the sole owner of all rights in and to such programming. The undersigned hereby indemnifies Henderson County, its employees and agents, against any and all claims, damages, liabilities, costs and expenses arising out of the use of the undersigned's images and words in connection therewith.

1. Terry Bozon  
**PRINTED** NAME  
122 Cinnamon Way  
Flat Rock  
MAILING ADDRESS

Terry Bozon  
SIGNATURE  
Text Amend  
Topic

2. Bryan Vanderlois  
**PRINTED** NAME  
1512 Brevard Rd  
Hendersonville, NC  
MAILING ADDRESS

[Signature]  
SIGNATURE  
County Storm Drain/Ditches &  
Topic Compression Breaks

3. Dennis Justice  
**PRINTED** NAME  
31 Tanis Ln  
Clotcher 28752  
MAILING ADDRESS

[Signature]  
SIGNATURE  
Gambling bills / Local impact  
Topic

4. \_\_\_\_\_  
**PRINTED** NAME  
\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
Topic



## REQUEST FOR BOARD ACTION

### HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** September 7, 2021

**SUBJECT:** Budget Amendment –Ecusta Trail Preliminary Engineering/Construction

**PRESENTER:** Samantha Reynolds, Finance Director

**ATTACHMENTS:** Yes  
1. Budget Amendment

#### SUMMARY OF REQUEST:

NCDOT has drafted a grant agreement for the Surface Transportation Block Grant Program Directly Attributable (STBG-DA) funds for preliminary engineering (PE) and construction of the first three phases of the Ecusta Trail. The Board approved a budget amendment on August 2, 2021, for the preliminary engineering phases of the project.

The Board is requested to approve a second budget amendment to include the construction phases of the project, which are included in the NCDOT grant agreement. While preliminary engineering costs are expected to be expended during the current fiscal year, all construction phases are not expected to be expended until a future year. All expenditures and funding sources will be accounted for in Henderson County's Capital Projects Fund, which is a multi-year fund.

#### BOARD ACTION REQUESTED:

The Board is requested to approve the budget amendment as presented.

#### Suggested Motion:

*I move that the Board of Commissioners approve a Budget Amendment appropriating the construction phases of the Ecusta Trail project into the project budget.*



**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**

**Department:** ENGINEERING/FINANCE

Please make the following line-item transfers:

**What expense line-item is to be increased?**

Account	Line-Item Description	Amount
<u>405400-538100-9025</u>	<u>PROFESSIONAL SERIVCES</u>	<u>\$5,587,988</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**What expense line-item is to be decreased? Or what additional revenue is now expected?**

Account	Line-Item Description	Amount
<u>404400-454019-9025</u>	<u>LOCAL - MISC GRANT</u>	<u>\$1,117,597</u>
<u>404400-457006-9025</u>	<u>STBG - ECUSTA RAIL TRAIL</u>	<u>\$4,470,391</u>
_____	_____	_____
_____	_____	_____

**Justification:** *Please provide a brief justification for this line-item transfer request.*  
 TO BUDGET FOR THE ECUSTA RAIL TRAIL STBG GRANT FUNDING FROM NCDOT (80%) AND THE HENDERSON COUNTY TDA (20%). FOR CONSTRUCTION OF THE ECUSTA RAIL TRAIL IN HENDERSON COUNTY.

<u>FINANCE</u>	<u>9/7/2021</u>
Authorized by Department Head _____	Date
Authorized by Budget Office _____	Date
Authorized by County Manager _____	Date

<i>For Budget Use Only</i>	
Batch # _____	_____
BA # _____	_____
Batch Date _____	_____

## REQUEST FOR BOARD ACTION

### HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** September 7, 2021

**SUBJECT:** Budget Amendment – Ecusta Trail Purchase Reimbursement

**PRESENTER:** Samantha Reynolds, Finance Director

**ATTACHMENTS:** Yes  
1. Budget Amendment

#### **SUMMARY OF REQUEST:**

The Board is requested to ratify a Budget Amendment, reversing the bridge loan to Conserving Carolina for the acquisition of the Ecusta rail line corridor which was originally ratified by the Board on August 18, 2021. The organization closed on the property on August 12, 2021. The County received the first 20% reimbursement from the loan on August 18, 2021, and the remaining 80% was received August 25, 2021.

#### **BOARD ACTION REQUESTED:**

The Board is requested to ratify the budget amendment as presented.

#### **Suggested Motion:**

*I move that the Board of Commissioners ratify the Budget Amendment as presented.*

**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**

Department: FINANCE

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>114230-421000</u>	<u>ARTICLE 39 - ONE CENT</u>	<u>\$3,000,000</u>
<u>114230-422000</u>	<u>ARTICLE 40 - 1/2 CENT</u>	<u>\$2,500,000</u>
<u>114230-423000</u>	<u>ARTICLE 42 - 1/2 CENT</u>	<u>\$2,260,000</u>
_____	_____	_____
_____	_____	_____

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
<u>115498-563000</u>	<u>ECON DEV - PAYMENTS TO OTHER AGENCIES</u>	<u>\$7,760,000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Justification:** Please provide a brief justification for this line-item transfer request.

TO REVERSE BUDGET AMENDMENT FOR BRIDGE LOAN FOR RAILS TO TRAILS PROGRAM. PAYBACK HAS BEEN RECEIVED FROM CONSERVING CAROLINA. BOARD RATIFIED ORIGINAL BUDGET AMENDMENT ON 8.18.2021.

FINANCE

Authorized by Department Head

9/7/2021

Date

Authorized by Budget Office

Date

Authorized by County Manager

Date

*For Budget Use Only*

Batch # \_\_\_\_\_

BA # \_\_\_\_\_

Batch Date \_\_\_\_\_

## REQUEST FOR BOARD ACTION

### HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** September 7, 2021

**SUBJECT:** Budget Amendment – Fund Balance Appropriation

**PRESENTER:** Samantha Reynolds, Finance Director

**ATTACHMENTS:** Yes

1. Budget Amendment
2. Detailed Listing

#### SUMMARY OF REQUEST:

The Board is requested to approve the attached budget amendment which appropriates fund balance for purchases that were initiated during FY21, but will not be fulfilled until FY22. These items, included on the attached listing, were approved and encumbered in FY21 but were not delivered or fulfilled by the end of the fiscal year because of supply chain disruptions or other delays.

#### BOARD ACTION REQUESTED:

The Board is requested to approve the budget amendment as presented.

#### Suggested Motion:

*I move that the Board of Commissioners approve the Budget Amendment appropriating fund balance as presented.*



**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**



**Department:** FINANCE

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount	
<u>115431-525000</u>	<u>SHERIFF - AUTOMOTIVE SUPPLIES</u>	<u>\$21,916</u>	
<u>115612-526020</u>	<u>RECREATION - NONEXPENDABLE SUPPLIES</u>	<u>\$3,182</u>	
<u>115433-553000</u>	<u>EM - CAPITAL OUTLAY VEHICLES</u>	<u>\$33,720</u>	
<u>115433-535300</u>	<u>EM - MAINT &amp; REPAIR - VEHICLES</u>	<u>\$5,943</u>	
<u>115433-526020</u>	<u>EM - DEPT SUPPLIES - NONEXPENDABLE</u>	<u>\$6,635</u>	
<u>115419-535103</u>	<u>PLANNED PROJECTS</u>	<u>\$38,822</u>	
<u>115431-526001</u>	<u>SHERIFF - AMMUNITION</u>	<u>\$87,723</u>	
<u>115611-526000</u>	<u>LIBRARY - DEPT SUPPLIES AND MATERIALS</u>	<u>\$8,578</u>	<u>\$206,519</u>

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount	
<u>114990-401000</u>	<u>FUND BALANCE APPROPRIATED</u>	<u>\$197,941</u>	
<u>114990-401005</u>	<u>FUND BALANCE APPROPRIATED - LIBRARY</u>	<u>\$8,578</u>	
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u>\$206,519</u>

**Justification:** Please provide a brief justification for this line-item transfer request.

TO BUDGET FOR BOARD APPROVED PURCHASES INITIATED IN FY2021, BUT ORDERS WERE NOT FULFILLED UNTIL FY2022.  
BOC APPROVED 9.7.2021.

_____ Authorized by Department Head	_____ Date	9/7/2021
_____ Authorized by Budget Office	_____ Date	
_____ Authorized by County Manager	_____ Date	

**For Budget Use Only**

Batch # \_\_\_\_\_

BA # \_\_\_\_\_

Batch Date \_\_\_\_\_

**Detailed Listing**

<u>Department</u>	<u>Description</u>	<u>PO#</u>	<u>Balance</u>
Facility Services	Delta Control DDC at Historic Courthouse	566	\$ 33,122
Facility Services	Animal Services Roof	270	\$ 5,700
Sheriff	Ammunition	330	\$ 87,723
Sheriff	Wrecked Vehicle Replacement	668	\$ 21,916
Emergency Mgmt.	New Vehicle	490	\$ 33,720
Emergency Mgmt.	Camper Shell	514	\$ 6,635
Emergency Mgmt.	Vehicle Upfit	511	\$ 5,943
Recreation	Event Tent	625	\$ 3,182

## REQUEST FOR BOARD ACTION

### HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** September 7, 2021

**SUBJECT:** Budget Amendment – Fund Balance Appropriation - E911 Fund

**PRESENTER:** Samantha Reynolds, Finance Director

**ATTACHMENTS:** Yes  
1. Budget Amendment

#### **SUMMARY OF REQUEST:**

Staff is requesting the Board approve the attached budget amendment to appropriate \$1,830 from the general fund balance and transfer to E911 fund. These funds are to reimburse the E911 Fund for costs reported on the PSAP revenue-expenditures report to the North Carolina 911 Board that were deemed ineligible following a recent review.

#### **BOARD ACTION REQUESTED:**

The Board is requested to approve the attached budget amendment to appropriate fund balance from General Fund and transfer to the E911 fund to reimburse for ineligible costs.

#### **Suggested Motion:**

*I move the Board approve the budget amendment to appropriate fund balance from General Fund and transfer to the E911 fund to reimburse for ineligible costs.*

**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**

**Department:** FINANCE

*Please make the following line-item transfers:*

**What expense line-item is to be increased?**

Account	Line-Item Description	Amount
<u>115980-598028</u>	<u>TRANSFER TO E911 FUND</u>	<u>\$1,830</u>
<u>285411-526201</u>	<u>E911 - NONCAPITAL TECHNOLOGY</u>	<u>\$1,830</u>

**What expense line-item is to be decreased? Or what additional revenue is now expected?**

Account	Line-Item Description	Amount
<u>114990-401000</u>	<u>FUND BALANCE APPROPRIATED</u>	<u>\$1,830</u>
<u>284411-403500</u>	<u>TRANSFER FROM GENERAL FUND</u>	<u>\$1,830</u>

**Justification:** *Please provide a brief justification for this line-item transfer request.*  
 TO TRANSFER FUNDS TO E911 FUND (28) TO COVER THE COST OF PURCHASES MADE IN FY21 AND PREVIOUS THAT WERE NOT ELIGIBLE PER 911 BOARD REVIEW. BOC APPROVED 9.7.2021.

FINANCE 9/7/2021

Authorized by Department Head Date

Authorized by Budget Office Date

Authorized by County Manager Date

*For Budget Use Only*

Batch # \_\_\_\_\_

BA # \_\_\_\_\_

Batch Date \_\_\_\_\_

## FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2021, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **Council on Aging – Congregate Meals** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$30,000** to AGENCY in funding for the fiscal year ending June 30, 2022 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 abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
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 portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. 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.
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, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2022 or at such time as AGENCY makes application for funding, and an annual status report in July 2022, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. 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. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. 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.



12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. 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.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

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

ATTEST:

HENDERSON COUNTY

\_\_\_\_\_  
Denisa Lauffer Date  
CLERK TO BOARD OF COMMISSIONERS

\_\_\_\_\_  
BY: William Lapsley Date  
Chairman, Board of Commissioners

Council on Aging

Council on Aging

KEITH E. LOGAN 07-09-21  
BY: PRINTED NAME Date  
Authorized Agency Official

[Signature] 07-09-21  
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

## FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2021, by and between HENDERSON COUNTY, NORTH CAROLINA, hereinafter referred to as the "COUNTY", and Council on Aging – Home Delivered Meals hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$246,000** to AGENCY in funding for the fiscal year ending June 30, 2022 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 abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
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 portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. 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.
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, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2022 or at such time as AGENCY makes application for funding, and an annual status report in July 2022, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. 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. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. 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.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. 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.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

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


ATTEST:

HENDERSON COUNTY

\_\_\_\_\_  
Denisa Lauffer Date  
CLERK TO BOARD OF COMMISSIONERS

BY:  9/7/2021  
\_\_\_\_\_  
BY: William Lapsley Date  
Chairman, Board of Commissioners

Council on Aging  
  
 07-09-21  
\_\_\_\_\_  
BY: PRINTED NAME Date  
Authorized Agency Official

Council on Aging  
  
 07-09-21  
\_\_\_\_\_  
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

FUNDING AGREEMENT

NORTH CAROLINA  
HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2021, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **Council on Aging – Home Delivered Meals** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$246,000** to AGENCY in funding for the fiscal year ending June 30, 2022 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 abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
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 portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. 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.
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, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2022 or at such time as AGENCY makes application for funding, and an annual status report in July 2022, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. 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. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. 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.



12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. 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.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

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

ATTEST:

HENDERSON COUNTY

\_\_\_\_\_  
Denisa Lauffer Date  
CLERK TO BOARD OF COMMISSIONERS

BY:  9/7/2021  
BY: William Lapsley Date  
Chairman, Board of Commissioners

Council on Aging  
 07-09-21

Council on Aging  
 07-09-21  
BY: AUTHORIZED SIGNATURE Date

BY: PRINTED NAME Date  
Authorized Agency Official

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

## FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2021, by and between HENDERSON COUNTY, NORTH CAROLINA, hereinafter referred to as the "COUNTY", and Council on Aging – Liquid Nutrition hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of \$28,000 to AGENCY in funding for the fiscal year ending June 30, 2022 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 abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
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 portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. 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.
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, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2022 or at such time as AGENCY makes application for funding, and an annual status report in July 2022, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. 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. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. 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.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. 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.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

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

ATTEST:

HENDERSON COUNTY

\_\_\_\_\_  
Denisa Lauffer Date  
CLERK TO BOARD OF COMMISSIONERS

\_\_\_\_\_  
BY: William Lapsley Date  
Chairman, Board of Commissioners

Council on Aging  
  
\_\_\_\_\_  
KEITH E. LOGAN 07-09-21  
BY: PRINTED NAME Date

Council on Aging  
  
\_\_\_\_\_  
BY: AUTHORIZED SIGNATURE Date  
07-09-21

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

## FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2021, by and between HENDERSON COUNTY, NORTH CAROLINA, hereinafter referred to as the "COUNTY", and Henderson County DSS. – Consumer Directed Services, hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of \$25,000 to AGENCY in funding for the fiscal year ending June 30, 2022 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 abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
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 portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. 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.
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, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2022 or at such time as AGENCY makes application for funding, and an annual status report in July 2022, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. 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. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. 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.



12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. 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.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.


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

ATTEST:

HENDERSON COUNTY

\_\_\_\_\_  
 Denisa Lauffer Date  
 CLERK TO BOARD OF COMMISSIONERS

  
 BY: William Lapsley Date 9/7/2021  
 Chairman, Board of Commissioners

Henderson County DSS  
  
 BY: PRINTED NAME Date 7/8/2021  
 Authorized Agency Official

Henderson County DSS  
  
 BY: AUTHORIZED SIGNATURE Date 7/8/2021

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

## FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2021, by and between HENDERSON COUNTY, NORTH CAROLINA, hereinafter referred to as the "COUNTY", and Henderson County DSS - In Home Aid I, hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of \$30,000 to AGENCY in funding for the fiscal year ending June 30, 2022 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 abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein.
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
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 portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. 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.
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, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2022 or at such time as AGENCY makes application for funding, and an annual status report in July 2022, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. 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. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. 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.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. 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.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

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:

\_\_\_\_\_  
 Denisa Lauffer Date  
 CLERK TO BOARD OF COMMISSIONERS

Henderson County DSS  
 \_\_\_\_\_  
 BY: PRINTED NAME Date  
 Authorized Agency Official

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

HENDERSON COUNTY  
 \_\_\_\_\_  
 BY: William Lapsley Date  
 Chairman, Board of Commissioners

Henderson County DSS  
 \_\_\_\_\_  
 BY: AUTHORIZED SIGNATURE Date



## FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2021, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **Housing Assistance Corporation** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$12,000** to AGENCY in funding for the fiscal year ending June 30, 2022 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 abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
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 portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. 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.
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, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2022 or at such time as AGENCY makes application for funding, and an annual status report in July 2022, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. 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. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. 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.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. 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.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

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

ATTEST:

HENDERSON COUNTY

\_\_\_\_\_  
 Denisa Lauffer Date  
 CLERK TO BOARD OF COMMISSIONERS

*William Lapsley* 9/7/2021  
 \_\_\_\_\_  
 BY: William Lapsley Date  
 Chairman, Board of Commissioners

Housing Assistance Corporation  
*Ashlynn McCoy* 7-14-21  
 \_\_\_\_\_  
 BY: PRINTED NAME Date  
 Authorized Agency Official

Housing Assistance Corporation  
*Ashlynn McCoy* 7-14-21  
 \_\_\_\_\_  
 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

## FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2021, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **MountainCare – Adult Day Care** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$12,000** to AGENCY in funding for the fiscal year ending June 30, 2022 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 abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
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 portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. 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.
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, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2022 or at such time as AGENCY makes application for funding, and an annual status report in July 2022, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. 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. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. 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.



12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. 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.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

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

ATTEST:

HENDERSON COUNTY

\_\_\_\_\_  
 Denisa Lauffer Date  
 CLERK TO BOARD OF COMMISSIONERS

*William Lapsley* 9/7/2021  
 BY: William Lapsley Date  
 Chairman, Board of Commissioners

MountainCare  
*Elizabeth Williams*  
 BY: PRINTED NAME Date  
 Authorized Agency Official 7/27/2021

MountainCare  
 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

## FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2021, by and between HENDERSON COUNTY, NORTH CAROLINA, hereinafter referred to as the "COUNTY", and MountainCare – Adult Day Healthcare hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of \$30,000 to AGENCY in funding for the fiscal year ending June 30, 2022 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 abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
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 portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. 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.
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, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2022 or at such time as AGENCY makes application for funding, and an annual status report in July 2022, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. 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. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. 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.



12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. 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.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

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

ATTEST:

HENDERSON COUNTY

\_\_\_\_\_  
 Denisa Lauffer Date  
 CLERK TO BOARD OF COMMISSIONERS

BY:  9/7/2021  
 William Lapsley Date  
 Chairman, Board of Commissioners

MountainCare  
  
 \_\_\_\_\_  
 BY: PRINTED NAME Date  
 Authorized Agency Official

MountainCare  
 \_\_\_\_\_  
 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

## FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2021, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **MountainCare – General Transportation** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$8,000** to AGENCY in funding for the fiscal year ending June 30, 2022 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 abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein.
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
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 portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. 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.
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, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2022 or at such time as AGENCY makes application for funding, and an annual status report in July 2022, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. 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. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. 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.

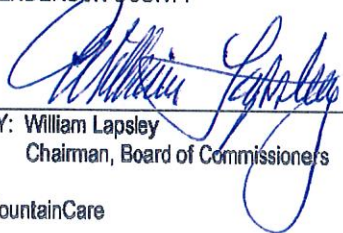
12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. All books and records shall be maintained by the AGENCY for 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.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.


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

ATTEST:

HENDERSON COUNTY

\_\_\_\_\_  
 Denisa Lauffer Date  
 CLERK TO BOARD OF COMMISSIONERS

 9/7/2021  
 BY: William Lapsley Date  
 Chairman, Board of Commissioners

MountainCare  
  
 BY: PRINTED NAME Date  
 Authorized Agency Official 7/27/2021

MountainCare  
 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

## FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2021, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **Pisgah Legal Services – Elder Law Program** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$35,000** to AGENCY in funding for the fiscal year ending June 30, 2022 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 abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
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 portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. 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.
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, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2022 or at such time as AGENCY makes application for funding, and an annual status report in July 2022, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. 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. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. 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.



12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. 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.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

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

ATTEST:

HENDERSON COUNTY

\_\_\_\_\_  
 Denisa Lauffer Date  
 CLERK TO BOARD OF COMMISSIONERS

  
 BY: William Lapsley Date 9/7/2021  
 Chairman, Board of Commissioners

Pisgah Legal Services  
 \_\_\_\_\_  
 James A. Barrett 7/20/21  
 BY: PRINTED NAME Date  
 Authorized Agency Official

Pisgah Legal Services  
 \_\_\_\_\_  
 James A. Barrett 7/20/21  
 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

## FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2021, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **Premier Home Health Services, Inc. – In Home Aid Level III** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$31,820** to AGENCY in funding for the fiscal year ending June 30, 2022 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 abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
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 portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. 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.
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, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2022 or at such time as AGENCY makes application for funding, and an annual status report in July 2022, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. 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. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. 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.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. 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.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

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.

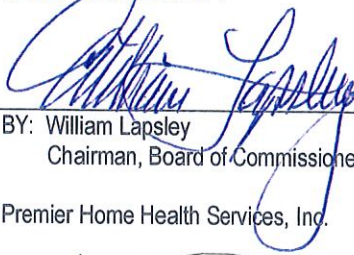
ATTEST:

\_\_\_\_\_  
 Denisa Lauffer Date  
 CLERK TO BOARD OF COMMISSIONERS


Premier Home Health Services, Inc.

Jennifer Gentzlinger 7/9/21  
 \_\_\_\_\_  
 BY: PRINTED NAME Date  
 Authorized Agency Official

HENDERSON COUNTY

 7/7/2021  
 \_\_\_\_\_  
 BY: William Lapsley Date  
 Chairman, Board of Commissioners

Premier Home Health Services, Inc.

 7/9/21  
 \_\_\_\_\_  
 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



## FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2021, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **Premier Home Health Services, Inc. - In Home Aid Level II** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$85,979** to AGENCY in funding for the fiscal year ending June 30, 2022 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 abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
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 portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. 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.
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, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi- annual status report in January 2022 or at such time as AGENCY makes application for funding, and an annual status report in July 2022, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. 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. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. 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.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. 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.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

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

ATTEST:

HENDERSON COUNTY

\_\_\_\_\_  
 Denisa Lauffer Date  
 CLERK TO BOARD OF COMMISSIONERS

Premier Home Health Services, Inc.

Jennifer Gentzlinger 7/9/21  
 \_\_\_\_\_  
 BY: PRINTED NAME Date  
 Authorized Agency Official

\_\_\_\_\_  
 BY: William Lapsley 9/7/2021  
 Chairman, Board of Commissioners Date

Premier Home Health Services, Inc.

\_\_\_\_\_  
 BY: AUTHORIZED SIGNATURE 7/9/21  
 \_\_\_\_\_ 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

## FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2021, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **Western Carolina Community Action – Medical Transportation** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$32,783** to AGENCY in funding for the fiscal year ending June 30, 2022 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 abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
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 portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. 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.
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, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2022 or at such time as AGENCY makes application for funding, and an annual status report in July 2022, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. 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. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. 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.

12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
13. 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.
14. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
15. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officer's, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
16. The Agreement may only be amended by written amendments mutually agreed upon by and between the COUNTY and the AGENCY, subject to terms and conditions imposed by the North Carolina Division of Aging and Adult Services and/or the Land-Of-Sky Regional Council.
17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

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

ATTEST:

HENDERSON COUNTY

\_\_\_\_\_  
 Denisa Lauffer Date  
 CLERK TO BOARD OF COMMISSIONERS

  
 BY: William Lapsley Date 9/7/2021  
 Chairman, Board of Commissioners

Western Carolina Community Action

Western Carolina Community Action

David White 7/30/2021  
 BY: PRINTED NAME Date  
 Authorized Agency Official

  
 BY: AUTHORIZED SIGNATURE Date 7/30/2021

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



## FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July, 2021, by and between **HENDERSON COUNTY, NORTH CAROLINA**, hereinafter referred to as the "COUNTY", and **Western Carolina Community Action – General Transportation** hereinafter referred to as the "AGENCY."

WHEREAS, the COUNTY has received funds from the Land-Of-Sky Regional Council resultant from the North Carolina Division of Aging and Adult Services Home and Community Care Block Grant and has requested services from the AGENCY in order to carry out programs and activities in accordance with the terms and conditions of the Grant;

WHEREAS, the COUNTY, through its Board of Commissioners and upon the recommendation of the Planning for Older Adults Block Grant Advisory Committee, has appropriated the sum of **\$138,627** to AGENCY in funding for the fiscal year ending June 30, 2022 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 abide by the terms and conditions established by the North Carolina Division of Aging and Adult Services and the Land-Of-Sky Regional Council, which terms are hereby incorporated into and made a part of this Agreement as if set forth word for word herein,
2. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in its Provider Services Summary, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
3. AGENCY understands that pursuant to the terms and conditions of the Grant Agreement, a 10% local match is required. Henderson County requires that the matching funds be paid from AGENCY's funds. AGENCY understands and agrees to provide the 10% local matching funds.
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 portion of Grant proceeds allocated to the AGENCY for the fiscal year. Payment of such amount is distributed by the Land-Of-Sky Regional Council directly to the AGENCY on a monthly basis.
5. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon ten (10) days written notice of the same to the AGENCY). In the event that AGENCY has any unexpended funds at the time of termination, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
6. 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.
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, or on account of their limited English language proficiency.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall generate the required reportings to the North Carolina Division of Aging and Adult Services (DAAS) in a timely manner.
9. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2022 or at such time as AGENCY makes application for funding, and an annual status report in July 2022, of all program activities including a summary of the accomplishment of stated goals and objectives.
10. 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. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. In the event that AGENCY has not used funds for the expressed purpose(s) stated herein, such funds shall be returned to (or remain with) the Land-Of-Sky Regional Council for reallocation to other service providers as approved by the COUNTY.
11. 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.



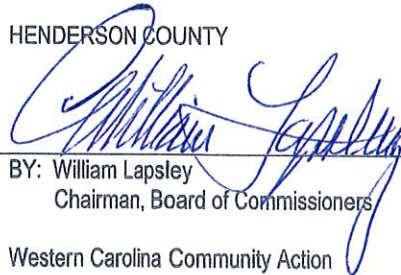
12. If the AGENCY'S spending level is not deemed appropriate, any remaining funds allocated to the AGENCY will be subject to reallocation to other service providers in order to ensure that funds are used in accordance with stated purposes.
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17. IRAN DIVESTMENT: By acceptance of this agreement, AGENCY certifies that it is not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4147-86.59, Iran Divestment Act Certification.
18. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

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

ATTEST:

HENDERSON COUNTY

\_\_\_\_\_  
 Denisa Lauffer Date  
 CLERK TO BOARD OF COMMISSIONERS

  
 BY: William Lapsley Date  
 Chairman, Board of Commissioners

Western Carolina Community Action

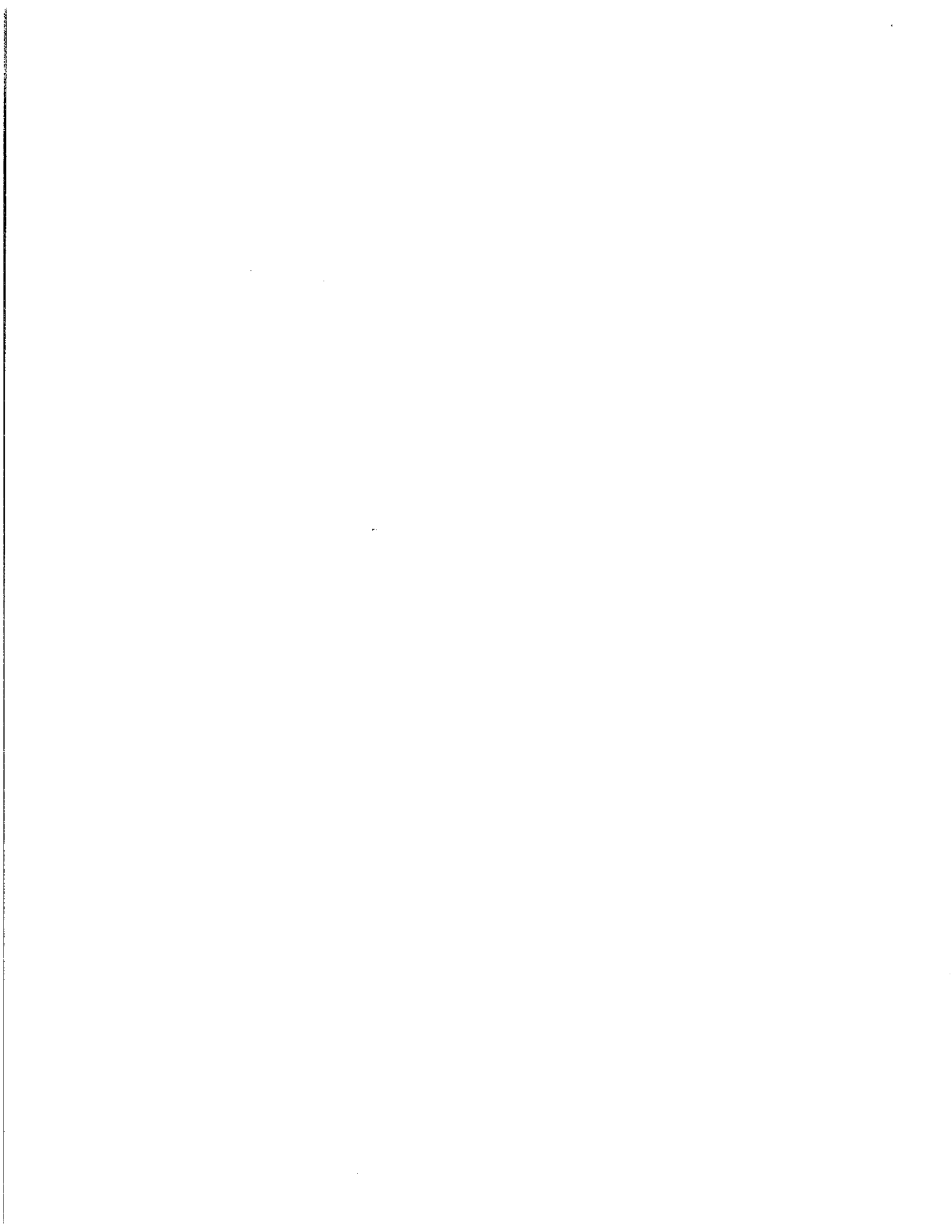
Western Carolina Community Action

David White 7/30/2021  
 BY: PRINTED NAME Date  
 Authorized Agency Official

 7/30/2021  
 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



**HENDERSON COUNTY  
BOARD OF COMMISSIONERS**

**MEETING DATE:** September 7<sup>th</sup>, 2021

**SUBJECT:** Budget Amendment – Hurricane Isaias

**PRESENTER:** Jimmy Brissie, Emergency Services Director

**ATTACHMENTS:** (1) Line-Item Transfer Request

**SUMMARY OF REQUEST:**

During the fall of 2020 Hurricane Isaias struck North Carolina. The State of North Carolina operates a statewide search and rescue program for response to widespread events such as this storm. Henderson County serves as a resource to the State providing a “Type I” team of rescuers from partner Emergency Services agencies. As part of the response Henderson County sent personnel with equipment to assist our neighbors in Eastern North Carolina.

As part of the Statewide Mutual Aid agreement NC Emergency Management provides reimbursement for approved missions. Henderson County Emergency Management staff worked in conjunction with our partner agencies to compile the costs of the deployment which were submitted during the fall of 2020. The State provided reimbursement of \$21,499 to Henderson County for the costs of the deployment. These funds will be distributed to the deployed partner agencies and to reimburse the County for expenses incurred.

**BOARD ACTION REQUESTED:**

The Board is requested to approve the attached Budget Amendments.

**Suggested Motion:**

*I move the Board approve the budget amendments authorizing the receipt of funds as reimbursement for the Hurricane Isaias deployment and provide reimbursement to the partner agencies as approved in the State reimbursement package.*

**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**



Department: Emergency Management

Please make the following line-item transfers:

What expense line-item is to be increased?

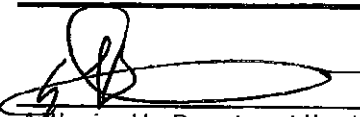
Account	Line-Item Description	Amount
<u>115433-569900</u>	<u>Payments to other Agencies</u>	<u>\$21,499</u>

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
<u>114433-454007</u>	<u>FEMA Grant Funding</u>	<u>\$21,499</u>

**Justification:** Please provide a brief justification for this line-item transfer request.

During August of 2020 Henderson County EM responded to Eastern NC at the request of the State of NC in response to Hurricane Isaias. Over the following months the EM Office compiled the deployment costs for State reimbursement. Funds to reimburse costs incurred for the deployment. Swiftwater Team Mission

  
 \_\_\_\_\_  
 Authorized by Department Head

8/16/2021  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized by Budget Office

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized by County Manager

\_\_\_\_\_  
 Date

<i>For Budget Use Only</i>	
Batch #	_____
BA #	_____
Batch Date	_____