

## REQUEST FOR BOARD ACTION

### HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** August 17, 2022

**SUBJECT:** Not-For-Profit Funding Agreements – Audited Agencies

**PRESENTER:** Amy Brantley, Assistant County Manager

**ATTACHMENTS:** Yes - Funding Agreements

1. First Contact
2. Mediation Center
3. Open Arms
4. Pisgah Legal

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

At the Board's June 15, 2022 meeting, the Board directed Staff to conduct audits of four not-for-profit agencies which had been allocated funding in the FY2023 Budget, and to withhold allocation of funds pending a satisfactory audit. To allow Staff time to conduct those audits, and to avoid creating any financial hardship to the agencies, the Board is requested to approve the funding agreements with an addendum that would allow for the release of one fourth (1/4<sup>th</sup>) of the contribution set out in the Budget Ordinance. Subsequent payments would remain pending satisfactory audit results.

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

The Board is requested to approve the attached funding agreements including the addendum to the agreement and authorize the Chairman to execute the same, and in doing so, authorize the release of the first of the aforementioned agencies' quarterly allotments, with subsequent payments pending satisfactory audit results.

#### **Suggested Motion:**

*I move the Board approve the attached funding agreements including the addendum to the agreement and authorize the Chairman to execute the same, and in doing so, authorize the release of the first of the aforementioned agencies' quarterly allotments, with subsequent payments pending satisfactory audit results.*

## NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA  
HENDERSON COUNTY

### SUBSTANCE ABUSE RECOVERY RESOURCE NAVIGATOR AGREEMENT

THIS AGREEMENT is entered into as of July 1, 2022, by and between **FIRST CONTACT MINISTRIES, INC.**, a North Carolina Corporation ("FCM"), the Henderson County Sheriff's Office ("HCSO"), and Henderson County, a body corporate and politic of the State of North Carolina (the "County").

#### Basis for the Agreement

- A. The County established a Task Force on Substance Abuse in 2018. Among its recommendations was for the County to work in conjunction with law enforcement to "ascertain the best approach to educating and directing known abusers into a program that could lead to recovery and an exit from the criminal justice system."
- B. FCM is willing to continue a program, in which the Detention Center of the HCSO and FCM will work in conjunction to direct substance abusers toward placement appropriate to their circumstances.

#### Agreement

1. Responsibilities of FCM:
  - A. FCM will evaluate all identified substance abusers to ascertain details regarding their substance abuse upon their release from custody.
  - B. FCM will guide such persons in setting goals for their substance abuse recovery behavioral needs, and to provide them information as to resources which may be available to them after the end of their detention in meeting such goals.
  - C. FCM will coordinate its efforts with those of the Health Resource Navigator of the Henderson County Jail Health Program.
  - D. The contract goals for FCM will be as follows:
    - (1) To meet with 90% of the detainees in HCDF referred by the Health Resource Navigator of the Henderson County Jail Health Program during such detainee's detention.

- (2) That 20% of the former detainees in HCDF after the end of their detention will actually follow up with referrals regarding substance abuse care. FCM will engage in appropriate follow-up contact with former detainees with identified substance abuse problems after the end of their detention to determine if the former detainees followed up with substance abuse referrals and if they need additional assistance.
2. Responsibilities of Henderson County: To pay to FCM the total sum of **\$200,000**.
3. The term of this Agreement shall be through June 30, 2023.
4. Miscellaneous Terms:
  - A. Independent Contractor: The relationship of the parties under this Agreement shall be that of an independent contractor, and not that of an agent, employee, partner, or joint venture. Neither party shall exercise control over the manner in which the other party performs its duties hereunder except as provided in this Agreement to assure compliance with this Agreement. It is specifically agreed and understood by and between the parties to this Agreement, that the Employee(s) shall not, by virtue of the appointment or any acts hereunder, become an employee of Henderson County, and that the Employee(s) are in no way entitled to any county employee benefits or coverage under Henderson County's Workers' Compensation Insurance.
  - B. Indemnification: Each party shall indemnify and hold harmless the other party from and against any and all claims, liabilities, damages, fines, penalties, taxes, costs, and expenses, including reasonable attorney's fees and cost of settlement, which it may suffer, sustain, or become subject to as a result of any act or omission of the indemnifying party, its officers, employees, agents, or servants in performing its duties under this Agreement.
  - C. As 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, FCM shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if FCM utilizes a subcontractor, FCM shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
  - D. The following standard provisions for County not-for-profits agreements apply:
    - (1) FCM shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without prior written consent of the County.

- (2) In connection with the performance of this Agreement, pursuant to N.C. Gen. Stat. §143-422.2(a), FCM shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap, or national origin or because of their limited English language proficiency.
- (3) FCM shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices, and procedures.
- (4) FCM shall submit to the COUNTY a semi-annual status report in January 2023, and an annual status report in July 2023, of all program activities including a summary of the accomplishment of stated goals and objectives.
- (5) FCM shall provide an accounting of funds paid to it hereunder. This accounting shall demonstrate that funds allocated to FCM have been used for the purpose(s) specified herein. The accounting report shall be submitted to the County within 30 days of the end of the term. Further, the County shall be entitled to audit FCM's expenditure of County funds at the County's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to Henderson County within thirty (30) days of Henderson County's request for said funds.
- (6) The County shall be entitled to conduct an evaluation of the FCM programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
- (7) All books and records shall be maintained by the FCM 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 FCM.
- (8) FCM must adhere to a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 70 I).
- (9) Neither the County nor HCSO are in any way responsible for the administration and supervision of FCM's officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of Henderson County.



**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**ADDENDUM TO AGREEMENT**

This Addendum is made to the agreement between the County of Henderson, a body corporate and politic of the State of North Carolina (the "County") and **First Contact Ministries, Inc.**, a North Carolina non-profit corporation (the "Corporation").

**Background:**

- A. The County, in its Fiscal Year 2023 budget, has included a contribution to the Corporation in the amount of **\$200,000**.
- B. Under the County's policies and the County's Fiscal Year 2023 budget ordinance, disbursements of the County's contribution to non-profit corporations are made quarterly so long as the non-profit corporations are in compliance with the terms of any previous contributions and have completed a contract setting out the terms of such contribution.
- C. The Corporation was selected as one of four recipients of contributions to non-profit corporations in the County's Fiscal Year 2023 budget to be audited.
- D. The terms of the County's Fiscal Year 2023 contribution to the Corporation would normally require completion of such audit prior to the first distribution of the quarterly portion of the contribution from the County.
- E. The audit for the Corporation is not yet complete. Notwithstanding, to avoid fiscal hardship to the Corporation, the County has determined to make the first quarterly disbursement, on the terms stated herein, which the Corporation accepts.

**Agreement:**

- 1. The County will make the first quarterly disbursement to the Corporation of one-fourth (1/4) of the contribution to the Corporation set out in the County's budget ordinance for Fiscal Year 2023 upon the execution of this Addendum.
- 2. By making this disbursement, the County does not waive its rights to information from the Corporation to allow completion of the audit referred to above, or any other rights.

This the \_\_\_\_\_ day of August, 2022.

NAME OF CORPORATION

COUNTY OF HENDERSON

By: \_\_\_\_\_  
President/Chief Executive Officer

By: \_\_\_\_\_  
County Manager

## NOT-FOR-PROFIT FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1<sup>st</sup> day of July 2022, by and between Henderson County, North Carolina, hereinafter referred to as the “COUNTY”, and the **THE MEDIATION CENTER**, hereinafter referred to as the “AGENCY.”

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

WHEREAS, the COUNTY, through its Board of Commissioners, has appropriated the sum of **\$10,500** in funding for the fiscal year ending June 30, 2023, to support this purpose, subject to the terms hereof; and

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

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

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2023, and an annual status report in July 2023, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY’s expenditure of COUNTY funds at the COUNTY’s discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY’s request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY’s programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY’S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.



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

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

ATTEST:

HENDERSON COUNTY

\_\_\_\_\_  
DENISA LAUFFER Date  
Clerk to the Board of Commissioners

\_\_\_\_\_  
BY: WILLIAM LAPSLEY Date  
Chairman, Board of Commissioners

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

\_\_\_\_\_  
BY: AUTHORIZED SIGNATURE Date

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

\_\_\_\_\_  
SAMANTHA REYNOLDS Date  
County Finance Director

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**ADDENDUM TO AGREEMENT**

This Addendum is made to the agreement between the County of Henderson, a body corporate and politic of the State of North Carolina (the "County") and **THE MEDIATION CENTER**, a North Carolina non-profit corporation (the "Corporation").

Background:

A. The County, in its Fiscal Year 2023 budget, has included a contribution to the Corporation in the amount of **\$10,500**.

B. Under the County's policies and the County's Fiscal Year 2023 budget ordinance, disbursements of the County's contribution to non-profit corporations are made quarterly, so long as the non-profit corporations are in compliance with the terms of any previous contributions and have completed a contract setting out the terms of such contribution.

C. The Corporation was selected as one of four recipients of contributions to non-profit corporations in the County's Fiscal Year 2023 budget to be audited.

D. The terms of the County's Fiscal Year 2023 contribution to the Corporation would normally require completion of such audit prior to the first distribution of the quarterly portion of the contribution from the County.

E. The audit for the Corporation is not yet complete. Notwithstanding, to avoid fiscal hardship to the Corporation, the County has determined to make the first quarterly disbursement, on the terms stated herein, which the Corporation accepts.

Agreement:

1. The County will make the first quarterly disbursement to the Corporation of one-fourth (1/4) of the contribution to the Corporation set out in the County's budget ordinance for Fiscal Year 2023 upon the execution of this Addendum.

2. By making this disbursement, the County does not waive its rights to information from the Corporation to allow completion of the audit referred to above, or any other rights.

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This the \_\_\_\_\_ day of August, 2022.

NAME OF CORPORATION

COUNTY OF HENDERSON

By: \_\_\_\_\_  
President/Chief Executive Officer

By: \_\_\_\_\_  
County Manager

## NOT-FOR-PROFIT FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1<sup>st</sup> day of July 2022, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **OPEN ARMS CRISIS PREGNANCY CENTER**, hereinafter referred to as the "AGENCY."

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

WHEREAS, the COUNTY, through its Board of Commissioners, has appropriated the sum of **\$20,000** in funding for the fiscal year ending June 30, 2023, to support this purpose, subject to the terms hereof; and

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

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

1. The AGENCY agrees to use the funds appropriated by the COUNTY in a manner and for the purposes specified in their Application, submitted online to Henderson County and available for review upon request, and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2023, and an annual status report in July 2023, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.

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

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

ATTEST:

HENDERSON COUNTY

\_\_\_\_\_ Date  
DENISA LAUFFER  
Clerk to the Board of Commissioners

\_\_\_\_\_ Date  
BY: WILLIAM LAPSLEY  
Chairman, Board of Commissioners

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

\_\_\_\_\_ Date  
BY: AUTHORIZED SIGNATURE

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

\_\_\_\_\_ Date  
SAMANTHA REYNOLDS  
County Finance Director

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**ADDENDUM TO AGREEMENT**

This Addendum is made to the agreement between the County of Henderson, a body corporate and politic of the State of North Carolina (the "County") and **OPEN ARMS CRISIS PREGNANCY CENTER**, a North Carolina non-profit corporation (the "Corporation").

**Background:**

- A. The County, in its Fiscal Year 2023 budget, has included a contribution to the Corporation in the amount of **\$20,000**.
- B. Under the County's policies and the County's Fiscal Year 2023 budget ordinance, disbursements of the County's contribution to non-profit corporations are made quarterly so long as the non-profit corporations are in compliance with the terms of any previous contributions and have completed a contract setting out the terms of such contribution.
- C. The Corporation was selected as one of four recipients of contributions to non-profit corporations in the County's Fiscal Year 2023 budget to be audited.
- D. The terms of the County's Fiscal Year 2023 contribution to the Corporation would normally require completion of such audit prior to the first distribution of the quarterly portion of the contribution from the County.
- E. The audit for the Corporation is not yet complete. Notwithstanding, to avoid fiscal hardship to the Corporation, the County has determined to make the first quarterly disbursement, on the terms stated herein, which the Corporation accepts.

**Agreement:**

- 1. The County will make the first quarterly disbursement to the Corporation of one-fourth (1/4) of the contribution to the Corporation set out in the County's budget ordinance for Fiscal Year 2023 upon the execution of this Addendum.
- 2. By making this disbursement, the County does not waive its rights to information from the Corporation to allow completion of the audit referred to above, or any other rights.

This the \_\_\_\_\_ day of August, 2022.

NAME OF CORPORATION

COUNTY OF HENDERSON

By: \_\_\_\_\_  
President/Chief Executive Officer

By: \_\_\_\_\_  
County Manager

## NOT-FOR-PROFIT FUNDING AGREEMENT

### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1<sup>st</sup> day of July 2022, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **PISGAH LEGAL SERVICES**, hereinafter referred to as the "AGENCY."

WHEREAS, the AGENCY has requested funding from the COUNTY to assist in providing its domestic and sexual violence prevention program, and the COUNTY has requested services from the AGENCY to carry out such program; and

WHEREAS, the COUNTY, through its Board of Commissioners, has appropriated the sum of **\$7,500** in funding for the fiscal year ending June 30, 2023, to support this purpose, subject to the terms hereof; and

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

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

1. The AGENCY agrees to use the funds appropriated by the COUNTY exclusively for the operation of its domestic and sexual violence prevention program.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the COUNTY budget for the fiscal year. Payment of such amount shall be made in quarterly installments.
3. If the AGENCY violates any of the provisions of this Agreement, the COUNTY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the COUNTY, shall be the property of and be returned to (or remain with) the COUNTY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the COUNTY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap or national origin or because of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY shall submit to the COUNTY a semi-annual status report in January 2023, and an annual status report in July 2023, of all program activities including a summary of the accomplishment of stated goals and objectives.
8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the COUNTY within 30 days of the end of the contract term. Further, the COUNTY shall be entitled to audit the AGENCY's expenditure of COUNTY funds at the COUNTY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the COUNTY within thirty (30) days of the COUNTY's request for said funds.
9. The COUNTY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees and agents, which persons it is agreed are not officers, employees or agents of the COUNTY.



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

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

COUNTY OF HENDERSON

By: \_\_\_\_\_  
WILLIAM LAPSLEY, Chairman  
Henderson County Board of Commissioners

Attest:

\_\_\_\_\_  
DENISA LAUFER  
Clerk to the Board of Commissioners

PISGAH LEGAL SERVICES

By: \_\_\_\_\_  
JAMES A. BARRETT  
Executive Director

Attest:

\_\_\_\_\_  
Corporate Secretary

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

\_\_\_\_\_  
SAMANTHA REYNOLDS  
County Finance Director

Date

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**ADDENDUM TO AGREEMENT**

This Addendum is made to the agreement between the County of Henderson, a body corporate and politic of the State of North Carolina (the "County") and **PISGAH LEGAL SERVICES**, a North Carolina non-profit corporation (the "Corporation").

**Background:**

- A. The County, in its Fiscal Year 2023 budget, has included a contribution to the Corporation in the amount of **\$7,500**.
- B. Under the County's policies and the County's Fiscal Year 2023 budget ordinance, disbursements of the County's contribution to non-profit corporations are made quarterly so long as the non-profit corporations are in compliance with the terms of any previous contributions and have completed a contract setting out the terms of such contribution.
- C. The Corporation was selected as one of four recipients of contributions to non-profit corporations in the County's Fiscal Year 2023 budget to be audited.
- D. The terms of the County's Fiscal Year 2023 contribution to the Corporation would normally require completion of such audit prior to the first distribution of the quarterly portion of the contribution from the County.
- E. The audit for the Corporation is not yet complete. Notwithstanding, to avoid fiscal hardship to the Corporation, the County has determined to make the first quarterly disbursement, on the terms stated herein, which the Corporation accepts.

**Agreement:**

- 1. The County will make the first quarterly disbursement to the Corporation of one-fourth (1/4) of the contribution to the Corporation set out in the County's budget ordinance for Fiscal Year 2023 upon the execution of this Addendum.
- 2. By making this disbursement, the County does not waive its rights to information from the Corporation to allow completion of the audit referred to above, or any other rights.

This the \_\_\_\_\_ day of August, 2022.

NAME OF CORPORATION

COUNTY OF HENDERSON

By: \_\_\_\_\_  
President/Chief Executive Officer

By: \_\_\_\_\_  
County Manager