

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: September 6, 2022
SUBJECT: Non-Profit Funding Agreement
PRESENTER: Jennifer Miranda, Budget Analyst
ATTACHMENTS: Yes – Funding Agreement
1. Hubert M. Smith American Legion Post 77, Inc.

SUMMARY OF REQUEST:

Subsequent to the approval of the FY 2022-2023 Budget, staff has distributed the funding agreements to the non-profit agencies receiving County allocations.

BOARD ACTION REQUESTED:

Staff requests that the Board authorize the Chairman to execute the attached funding agreement, and in doing so, authorize the release of the first of the aforementioned agency's quarterly allotments.

SUGGESTED MOTION:

I move the Board authorize the Chairman to execute the attached funding agreement thereby authorizing the release of the first of the quarterly installments to the named agency.

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 1st day of July 2022, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and the **HUBERT M. SMITH AMERICAN LEGION POST 77, INC.**, hereinafter referred to as the "AGENCY."

WHEREAS, the AGENCY provides valuable services to Henderson County residents in the form of free assistance for all who have served our country in the U.S. Armed Forces and their families, and the Henderson County Honor Guard operates to provide Military Honors for deceased Veterans and their families throughout Henderson County and at the State Veterans' Cemetery as well as various civic functions such as parades and Holiday events; and

WHEREAS, the COUNTY, through its Board of Commissioners, has appropriated the sum of **\$15,000** 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 to Henderson County namely for the ongoing operational costs of the Honor Guard and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services herein, 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 activities of the Henderson County Honor Guard, including a summary of the accomplishment of stated goals and objectives under this agreement.
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 to include military funerals and civic functions.
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