

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: March 15, 2023
SUBJECT: Non-Profit Funding Agreement
PRESENTER: Jennifer Miranda, Budget Analyst
ATTACHMENTS: Yes – Funding Agreement
1. Children and Family Resource Center

SUMMARY OF REQUEST:

Subsequent to the approval of the Early Childhood Taskforce Budget Amendment on March 6, 2023 to fund 50% of the cost of retaining a consultant, the Board of Commissioners is requested to approve the necessary Non-Profit funding agreement.

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 funds.

SUGGESTED MOTION:

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

NOT-FOR-PROFIT FUNDING AGREEMENT

NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into the 6th day of March 2023, by and between Henderson County, North Carolina, hereinafter referred to as the “COUNTY”, and the **CHILDREN AND FAMILY RESOURCE CENTER**, hereinafter referred to as the “AGENCY.”

WHEREAS, it will be useful for the COUNTY to have greater knowledge about the problems of childcare facing working parents and the possible solutions to such problems; and

WHEREAS, the AGENCY has secured one-half (1/2) of the funding necessary to retain the consulting group known as “The Business of Childcare”; and

WHEREAS this consulting group works with communities across the country and is expected to assist the COUNTY with a community-wide approach to understanding opportunities around expanding childcare capacity and business partnerships that will both create support for childcare centers and help retain and recruit staff; and

WHEREAS, the COUNTY, through its Board of Commissioners, has appropriated the sum of **\$5,800** 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 consultant fee 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 one allotment.
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 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.
8. 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.
9. 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.

