

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: April 3, 2023

SUBJECT: Sub-Grant Agreement with Ecusta

PRESENTER: Christopher Todd, Business and Community Development Director

ATTACHMENTS: Yes

1. SCIF Subgrant Agreement
2. NCDNCR Subgrant Agreement

SUMMARY OF REQUEST:

The Friends of the Ecusta Trail (FOET) as part of North Carolina's budget for fiscal year 2021-22 (North Carolina Session Law 2021-180, provides for "development of the Ecusta trail." The law allocates to FOET the sum of \$500,000 from North Carolina Department Natural and Cultural Resources and \$100,000 North Carolina Office of State Budget and Management for the same.

These funds have been directed by the FOET Board to be used in support of the development of the Trail in Henderson County. These funds will be used as match dollars to develop the first section of trail in Henderson County.

Attached to this memorandum are the two sub-grant agreements to be made with the FOET allowing Henderson County to receive the funds and expend them on the trail

BOARD ACTION REQUESTED:

Staff request the Commissioner to approve the two subgrant agreements with the Friends of the Ecusta Trail.

Suggested Motion:

I move the Board approve the two subgrant agreements with the Friends of the Ecusta Trail.

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

SUBGRANT AGREEMENT

This Agreement is entered into between the County of Henderson, a body corporate and politic of the State of North Carolina (the "County") and Friends of Ecusta Trail, Inc., a North Carolina non-profit corporation ("FOET").

Background

A. North Carolina's budget for fiscal year 2021-22 (North Carolina Session Law 2021-180, as later modified by North Carolina's 2022 budget act, House Bill 103 as enacted) provides for "development of the Ecusta trail" (the "Project"), and allocates to FOET the sum of \$100,000 (the "Allocation") for the same.

B. North Carolina and FOET have entered into an agreement (North Carolina Office of State Budget and Management agreement #30351, hereafter the "OSBM Agreement", which is attached hereto and incorporated herein by reference) in furtherance of the Project and the Allocation.

C. The parties acknowledge that the Allocation is all of the funding to be provided for the Project, and that the County will receive 97.5% of the Allocation for the Project, and that FOET will be entitled to the remaining 2.5% for administering the Project under this Subgrant Agreement.

D. This Subgrant Agreement (the "Agreement") is done in furtherance of the Project and the Allocation.

Agreement

1. The County shall provide and/or provide for the provision of all the services covered by the OSBM Agreement. These services shall specifically accomplish the Project as provided in Attachment A of the OSBM Agreement.

2. The County shall provide to FOET all the documentation provided for the OSBM Agreement, as follows:

A. W-9/Electronic Payment/Vendor Verification form.

B. Conflict of interest statement pursuant to N.C. Gen. Stat. §143C-6-23(b).

3. The County shall provide to the FOET at least monthly verified documentation of all expenditures of time and money for the Project, including but not limited to the following:

A. All documentation required of a “subgrantee” pursuant to N.C. Gen. Stat. §143C-6-23 and regulations adopted thereunder.

B. All documentation needed for FOET to be deemed (by the North Carolina Office of State Budget and Management, and any other department or subdivision of the State of North Carolina exercising oversight over the OSBM Agreement) to be in compliance with the provisions of the OSBM Agreement and the Allocation, including those required in paragraph 3 of the OSBM Agreement.

C. Full and complete documentation of all expenditures made pursuant to this Agreement in such month.

4. FOET shall make the following payments to the County:

A. Monthly reimbursement to the County of its expenditures reflected in the documentation required in 3., above, up to a total amount of \$97,500.

B. Under no circumstances shall total payments to the County under this Agreement exceed 97.5% of the payments made to FOET from the Allocation under the OSBM Agreement.

5. Fund management by FOET shall be as stated in paragraph 4 of the OSBM Agreement.

6. The County agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the County are subject to being audited, inspected and monitored at any time by North Carolina upon request (whether in writing or otherwise). The County further agrees to provide North Carolina Office of State Budget and Management staff, and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements. The County acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in N.C. Gen. Stat. §159-34, and all rules and regulations adopted thereunder. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the County and are subject to change.

7. The County and FOET together incorporate by reference paragraphs 7 through 14 of the OSBM Agreement herein by reference, and further agree that they the County will comply with all provisions contained therein as duties or responsibilities of “RECIPIENT”.

8. The County shall indemnify FOET and hold it harmless, including reasonable attorneys’ fees, from any liability under the OSBM Agreement for any failure by the County to comply with the terms hereof.

9. The term and expiry of this Agreement shall coincide with that of the OSBM Agreement.

The parties have executed the same, the date and year appearing next to the signature of their duly and expressly authorized agent, below.

COUNTY OF HENDERSON

By: _____
JOHN MITCHELL
County Manager

Date: _____

FRIENDS OF THE ECUSTA TRAIL, INC.

By: _____
MARK B. TOOLEY
President

Date: _____

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

SUBGRANT AGREEMENT

This Agreement is entered into between the County of Henderson, a body corporate and politic of the State of North Carolina (the "County") and Friends of Ecusta Trail, Inc., a North Carolina non-profit corporation ("FOET").

Background

A. North Carolina's budget for fiscal year 2021-22 (North Carolina Session Law 2021-180, provides for "development of the Ecusta trail" (the "Project"), and allocates to FOET the sum of \$500,000 (the "Allocation") for the same.

B. North Carolina and FOET have entered into an agreement North Carolina Department of Natural and Cultural Resources, hereafter the "DNCR Agreement", which is attached hereto and incorporated herein by reference) in furtherance of the Project and the Allocation.

C. The parties acknowledge that the Allocation is all of the funding to be provided for the Project, and that the County will receive 97.5% of the Allocation for the Project, and that FOET will be entitled to the remaining 2.5% for administering the Project under this Subgrant Agreement.

D. This Subgrant Agreement (the "Agreement") is done in furtherance of the Project and the Allocation.

Agreement

1. The County shall provide and/or provide for the provision of all the services covered by the DNCR Agreement. These services shall specifically accomplish the Project as provided in Attachment A of the DNCR Agreement.

2. The County shall provide to FOET all the documentation provided for the DNCR Agreement, as follows:

A. W-9/Electronic Payment/Vendor Verification form.

B. Conflict of interest statement pursuant to N.C. Gen. Stat. §143C-6-23(b).

3. The County shall provide to the FOET at least monthly verified documentation of all expenditures of time and money for the Project, including but not limited to the following:

A. All documentation required of a "subgrantee" pursuant to N.C. Gen. Stat. §143C-6-23 and regulations adopted thereunder.

B. All documentation needed for FOET to be deemed (by the North Carolina Department of Natural and Cultural Resource, and any other department or subdivision of the State of North Carolina exercising oversight over the DNCR Agreement) to be in compliance with the provisions of the DNCR Agreement and the Allocation, including those required in paragraph 3 of the DNCR Agreement.

C. Full and complete documentation of all expenditures made pursuant to this Agreement in such month.

4. FOET shall make the following payments to the County:

A. Monthly reimbursement to the County of its expenditures reflected in the documentation required in 3., above, up to a total amount of \$487,500.

B. Under no circumstances shall total payments to the County under this Agreement exceed 97.5% of the payments made to FOET from the Allocation under the DNCR Agreement.

5. Fund management by FOET shall be as stated in paragraph 4 of the DNCR Agreement.

6. The County agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the County are subject to being audited, inspected and monitored at any time by North Carolina upon request (whether in writing or otherwise). The County further agrees to provide North Carolina Office of State Budget and Management staff, and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements. The County acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in N.C. Gen. Stat. §159-34, and all rules and regulations adopted thereunder. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the County and are subject to change.

7. The County and FOET together incorporate by reference paragraphs 7 through 14 of the DNCR Agreement herein by reference, and further agree that they the County will comply with all provisions contained therein as duties or responsibilities of "RECIPIENT".

8. The County shall indemnify FOET and hold it harmless, including reasonable attorneys' fees, from any liability under the DNCR Agreement for any failure by the County to comply with the terms hereof.

9. The term and expiry of this Agreement shall coincide with that of the DNCR Agreement.

The parties have executed the same, the date and year appearing next to the signature of their duly and expressly authorized agent, below.

COUNTY OF HENDERSON

By: _____
JOHN MITCHELL
County Manager

Date: _____

FRIENDS OF THE ECUSTA TRAIL, INC.

By: _____
MARK B. TOOLEY
President

Date: _____