## REQUEST FOR BOARD ACTION

## HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** December 4, 2023

**SUBJECT:** Not-For-Profit Funding Agreement

**PRESENTER:** Jennifer Miranda, Budget Analyst

**ATTACHMENTS:** Yes – Funding Agreement

1. Henderson County Education Foundation

### **SUMMARY OF REQUEST:**

Subsequent to the approval of funding for the Henderson County Education Foundation on November 6, 2023 to start the Success Coaching program, the Board of Commissioners is requested to approve the necessary Not-For-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 funds in accordance with the funding agreement.

#### **SUGGESTED MOTION:**

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

#### NORTH CAROLINA HENDERSON COUNTY

This Agreement made and entered into as of the 22<sup>nd</sup> day of November 2023, by and between Henderson County, North Carolina, hereinafter referred to as the "COUNTY", and **HENDERSON COUNTY EDUCATION FUNDATION**, hereinafter referred to as the "AGENCY."

WHEREAS, the AGENCY presented to the COUNTY at the COUNTY's November 6, 2023, Board of Commissioners meeting, regarding the need to begin a "Success Coaching" program in Henderson County Schools, and the COUNTY agreed to assist in the startup of such a program, as stated herein; and,

WHEREAS, the COUNTY has requested services from the AGENCY to start up the "Success Coaching" program, and to carry out its programs and activities; and,

WHEREAS, the COUNTY, through its Board of Commissioners, has appropriated the sum of \$50,000 in funding for the fiscal year ending June 30, 2024, to support this purpose as the initial investment in the program, to act as the foundation for seeking matching grants from the community, and to act as "seed money" assisting the AGENCY in obtaining grant funding from other sources to fund the program on an on-going basis, 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 for the startup of the "Success Coaching" program, as "seed money" for obtaining additional grants for such program, and generally in the manner and for the purposes as stated in their presentation to the Board of Commissioners on November 6, 2023, and as stated in the application provided to the COUNTY by the AGENCY.
- 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 appropriated in the COUNTY budget for the fiscal year. Payment of such amount shall be made in two installments, in January and April 2024.
- 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 status report in April 2024, and a status report in July 2024, of all program activities including a summary of the accomplishment of stated goals and objectives as presented to the Board of Commissioners on November 6, 2023.
- 8. The AGENCY shall provide an accounting of COUNTY funds to the COUNTY for this program to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. 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 A. LAUFFER Clerk to the Board of Commissioners	Date	BY: REBECCA MCCALL Chairman, Board of Commissioners	Date
BY: PRINTED NAME Authorized Agency Official	Date	BY: AUTHORIZED SIGNATURE Authorized Agency Official	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