

## **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.*

## NOT-FOR-PROFIT FUNDING AGREEMENT

### 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.
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 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.

