

NORTH CAROLINA

ALEXANDER COUNTY

CONTRACT FOR ALLOCATION OF COUNTY FUNDS TO NON-PROFIT ORGANIZATION

THIS AGREEMENT made and entered into this _____ day of _____, _____, by and between Alexander County, North Carolina, a body politic and political subdivision of the State of North Carolina, hereinafter referred to as “County”, and _____, a non-profit corporation duly organized and registered to operate in the State of North Carolina, hereinafter referred to as the “Organization”.

WITNESSETH:

WHEREAS, the County is vested under Article V, § 2 of the North Carolina State Constitution and N.C.G.S. § 153A-11 with rights belonging to a corporation, including the right to contract and appropriate money to any person, association, or corporation for the accomplishment of public purposes only.

WHEREAS, Article V, § 2(1) of the Constitution of North Carolina, provides that “the power of taxation be exercised in a just and equitable manner; for public purposes only....” Therefore, this public purpose limitation requires that all public funds be expended for the benefit of the citizens of Alexander County and not solely for the benefit of particular persons or interests.

WHEREAS, it is the intent and desire of the County to enter into contracts with certain non-profit organizations that will use allocations of public funds for the purpose of benefiting the public at large and whose mission aligns with the County’s desire to enrich and better the lives of its citizens;

WHEREAS, it is the Organization’s desire and will to provide a benefit to the public at large through careful and transparent use of appropriations that are allocated to the Organization by this contract.

NOW THEREFORE, in consideration of the facts recited above, and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the United States and the State of North Carolina, the parties agree as follows:

1. The County agrees to appropriate public funds in the amount of \$_____, being evenly distributed between monthly payments for the period July 1, 20____ through June 30, 20____, solely to be used for the benefit of the general public and as detailed below.
2. The Organization agrees to use the appropriated funds in the manner and for the purposes stated in the Organization’s application for funding submitted to the County, which are incorporated herein by reference in this agreement as if fully set forth. Any change in use of appropriated funds without the County’s consent shall be considered a material breach of this agreement.
3. In consideration for the performance of this agreement by the Organization of the services outlined in the Organization’s application for funding, the County agrees to pay the Organization up to the amount of money authorized by the Alexander County budget for the fiscal year for which the appropriation was approved. Payment of such amount shall be made in monthly installments upon receipt of all necessary documentation from the Organization, including financial and audit reports as listed below.
4. If the Organization fails to perform its obligations under this Agreement, or if the Organization shall violate any of the provisions of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Organization of such termination. In such event,

all unexpended funds at the time of such termination shall be promptly returned and repaid to the County.

5. At any time during the fiscal year for which the appropriation has been approved, the County can request a statement showing how the funds have been used. In the County's discretion, the County can choose to stop payment to the Organization if the Organization is not utilizing public funding appropriately and the Organization shall reimburse any funds already expended.
6. The County may request the Organization to appear before the Board of County Commissioners of Alexander County to provide information and updates on how the Organization is applying public funding for the benefit of the citizens of Alexander County and the surrounding area. If the Organization fails to comply or refuses to present updates in a timely manner, funding will be terminated for the remainder of the term and the Organization may be required to reimburse the County any funding already spent.
7. If the Organization undergoes major operational or structural changes, the County shall be notified immediately, and the Organization shall make itself available to the Board of Commissioners to address the changes and update any effect on the Organization's use of funds provided by the County.
8. The Organization presents and warrants that it has made no assignment or other transfer of any interest in this Agreement and covenants that the Organization will make no assignment of any interest herein without the prior written approval of the County.
9. The Organization is prohibited from discriminating against anyone based on race, color, national origin, sex, religious creed, disability, age, or political beliefs.
10. The Organization shall maintain adequate accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures and shall timely produce such records upon the request of the County.
11. The Organization shall establish and provide to the County criteria for monitoring the accomplishment of established goals and objectives, as included in the application for public funding provided to the County and shall submit to the Alexander County Administrative Office an annual report of all program activities, including a summary of accomplished goals and objectives.
12. If funding from the County exceeds \$15,000.00 the Organization receiving the public funds shall have an annual audit of its financial records and operations performed by an independent certified public accountant with a copy of such audit being submitted to the Alexander County Finance Office within five months of the Organization's fiscal year end. If funding is less than or equal to \$15,000.00, the Organization shall provide a financial report detailing the expenditure of funds. This report shall be approved by the Organization's Board of Directors and shall be submitted to the County within five months of the Organization's fiscal year end. Further, the County shall be entitled to audit the financial records and operations of the Organization at the discretion of the County.
13. The County shall be entitled to evaluate the Organization's programming and activity particularly as it relates to the established goals and objectives listed in the Organization's application for public funding. The County shall be notified of accomplished milestones and any changes to the quality or impact of the services rendered by the Organization.
14. All books and records shall be maintained by the Organization for a period of at least three years from the date of the final payment under this Agreement and shall be made available to the County upon request.
15. As a condition of receiving public funds from Alexander County, the Organization agrees to fully indemnify and hold harmless Alexander County, its officers, agents and employees from and

against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with public funds available under this Agreement.

16. This Agreement does not create or constitute an agency relationship between the County and the Organization and the County holds no responsibility for the administration and supervision of the Organization's officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of Alexander County.
17. This Agreement may not be amended except through written amendments mutually agreed and assented to by and between the County and the Organization.
18. Pursuant to N.C.G.S. § 143-48.5 and N.C.G.S. §147-33.95(g), the undersigned hereby certifies that the Organization named below, and the Organization's subcontractors, if any, shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-verify system. E-verify system link: www.uscis.gov
19. The Organization hereby certifies that it is not listed on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58 (ie. the "Final Divestment List"). Further, any subcontractor utilized by the Organization, shall also not be listed on the Final Divestment List and the Organization warrants that it will not contract with subcontractors on said list. The Final Divestment List can be found on the State Treasurer's website and is updated every 180 days. www.nctreasurer.com/Iran

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in their names by duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

ALEXANDER COUNTY

Jamie Starnes
Clerk to the Board

Wm. Todd Herms
Alexander County Manager

ATTEST:

NON-PROFIT ORGANIZATION

Printed Name:
Organization - Secretary

Printed Name:
Organization - Chairman of the Board

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Jennifer Herman
Finance Director