



JACKSON COUNTY NON-PROFIT GRANT APPLICATION

CONTRACT

NORTH CAROLINA JACKSON COUNTY

This AGREEMENT made and entered into this ____ day of October 2024, by and between Jackson County, North Carolina, hereinafter referred to as the “COUNTY”, and Jackson County Chamber of Commerce, hereinafter referred to as the “AGENCY”.

WITNESSETH:

WHEREAS, pursuant to N.C. Gen. Stat. §153A-449 a county may contract with and appropriate money to any corporation in order to carry out any public purpose that the county is authorized by law to engage in; and

WHEREAS, pursuant to N.C. Gen. Stat. §153A-149 a county may expend public funds for Economic Development, Housing, Human Relations, Social Services and Mental Health; and

WHEREAS, the AGENCY has requested certain funds from the COUNTY to carry out its programs and activities for the Hurricane Helene Business Response Grant and

WHEREAS, in response to such request, the Board of County Commissioners has appropriated the sum of \$15,000.00 for the period October __, 2024 through November 30, 2024, to support this purpose; said sum being derived from County funds, pass through grant funds or both; and

WHEREAS, it is desirable and necessary to enter into this AGREEMENT in order to set forth the terms and conditions for receiving said funds from 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 the manner and for the purposes as stated on the Grant forms submitted to the COUNTY which are incorporated by reference into this AGREEMENT.
2. In consideration for the performance by the AGENCY of the services outlined on its Grant forms, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the Jackson County Budget for the grant period. Payment of such amount shall be made in a lump sum payment by the COUNTY, upon receipt of all necessary documentation from the AGENCY including financial or audit reports for the prior year.



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3. If the AGENCY fails to perform its obligations under this AGREEMENT, or if the AGENCY 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 AGENCY of such termination. In such event, all unexpended funds at the time of such termination shall be promptly repaid to the COUNTY. The COUNTY shall then remit unexpended funds to the Agency which allocated the funds. The AGENCY shall be fully liable to the COUNTY for improperly expended funds in the same amount as the COUNTY is found liable by the granting agency. *(last two sentences apply to pass through grants).*
4. The AGENCY shall not assign any interest in this AGREEMENT and shall not transfer any interest in this AGREEMENT without prior written approval 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.
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 must establish and provide to the COUNTY criteria that will be used in monitoring the accomplishment of established goals and objectives along with any performance measures.
8. The AGENCY shall submit to the Jackson County Finance Office annually a status report of all program activities including a summary of the accomplishment of stated goals and objectives.
9. If COUNTY funding exceeds \$5,000 the AGENCY 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 Jackson County Finance Office. If COUNTY funding is \$5,000 or less the AGENCY shall provide a financial report detailing expenditure of COUNTY funds. This report shall be approved by the AGENCY's Board of Directors. The audit or financial report shall be submitted to the COUNTY by November 30 of each fiscal year. Further, the COUNTY shall be entitled to audit the financial records and operations of the AGENCY at the COUNTY's discretion.
10. The COUNTY shall be entitled to conduct program evaluations of the AGENCY's activities particularly as it relates to the accomplishments of established goals and objectives and the quality and impact of services being delivered.
11. 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.
12. Meetings of the AGENCY's Board of Directors, Advisory Board or Governing Board must be open to the public.



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- 13. As a condition of receiving funds from Jackson County, the AGENCY agrees to fully indemnify and hold harmless Jackson 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 funds made available under this AGREEMENT.

- 14. 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.

- 15. This AGREEMENT may only be amended by written amendments mutually agreed upon by and between the COUNTY and AGENCY.

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

AGENCY

JACKSON COUNTY

Chairman of Board

County Manager

ATTEST

ATTEST

Secretary

Clerk to the Board

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

Finance Director

Hurricane Helene Business Response Grant Program

During Hurricane Helene, several of our businesses in Dillsboro suffered physical property damage. In collaboration with the Town of Dillsboro, Jackson County Chamber of Commerce, and Southwestern Community College's Small Business Center, Jackson County would like to ensure those impacted businesses have access to the resources they need.

At least 14 businesses have experienced flooding and/or other physical damage as a result of Hurricane Helene. Jackson County highly values each of these impacted businesses and is committed to supporting their continued operations within the county.

On behalf of Jackson County, in partnership with Jackson County Economic Development and the Jackson County Chamber of Commerce, we'd like to establish the "***Jackson County Hurricane Helene Business Response Grant Program.***"

Grant funds will be used as an immediate need for clean-up for those businesses that incurred physical property damage due to Hurricane Helene.

Grant to Jackson County Chamber of Commerce: \$15,000

Grant Award for the Affected Dillsboro Businesses:

- One-time \$1,000 clean-up grant for businesses in Dillsboro who experienced physical property damage due to Helene.
- The funding period is until November 30th, 2024, or until funds are exhausted.
- It must be a Jackson County small business with plans to reopen.