

**DARE COUNTY, NORTH CAROLINA
SPECIAL APPROPRIATIONS
APPLICATION**

PURPOSE

- To Encourage and support events, programs or projects that positively enhance the quality of life for Dare County citizens.

Organizations requesting funding must complete this form.

CHECK LIST

- The signed original application form fully completed.
- List of current Board of Directors.
- Names and terms of Officers.
- Current Articles of Incorporation and By-Laws.
- A set of financial statements as of the end of the most recent fiscal year. These must include a balance sheet and a statement of revenues and expenditures from an audit, a review or a compilation if performed. Otherwise include internally prepared financial statements.
- If a registered non-profit organization (501(c)(3)), an IRS Determination Letter, and the most recent required filing with the IRS.
- Special Appropriations Financial Report Form showing how 2009-2010 county funds have been spent.

DEADLINE

Completed application packages must be received at the Dare County Finance Department by 5:00 pm on the 19th of March 2010. (Attention: Assistant Finance Director, P.O. Box 1000, Manteo, NC 27954)

Please contact the County Manager's Office or the Dare County Finance Director or Assistant Finance Director if you have any questions regarding the eligibility of your application or if you require assistance completing your application form.

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APPLICANT INFORMATION

Name of Organization:

Mailing Address:

City:

State:

Zip Code:

Contact Person & Title:

Phone Number:

E-Mail Address:

Fax Number:

Website Address:

Registered Non-profit (501(c)(3)) YES___ NO___ Fiscal Year End _____

Non-Profit Organization with Articles of Incorporation and By-Laws: YES___ NO___

How long has your organization been in existence? ___Years

How many active members do you have in your organization?

Required Attachments:

Names, addresses, and terms of Board Members.

Names and terms of Officers.

Current Articles of Incorporation and By-Laws.

A set of financial statements as of the end of the most recent fiscal year. These must include the Balance Sheet and a Statement of Revenues and Expenditures from an audit, a review or a compilation if performed. Otherwise include internally prepared financial statements.

If a registered non-profit organization (501(c)(3)), an IRS Determination Letter (unless submitted with a previous application), and most recent required filing with the IRS.

Special Appropriations Financial Reporting Form showing how 2009-2010 county funds have been spent.

Has your organization previously received funding from Dare County? YES___ NO___

If yes to the above question, please indicate County Fiscal Year(s) and purpose for the current and four previous Fiscal Years.

What is the purpose of your organization?

What service/activities does your organization provide?

What other organizations (if any) provide services similar to yours? How do you coordinate service delivery with those organizations?

Number of full-time employees:

Number of part-time employees:

Amount of budgeted salaries and fringes (most recent budget):

Are any employees paid a bonus? If yes, describe the bonus plan (qualification, amounts, etc....).

Does your organization use volunteers other than Board members? Provide estimated numbers and describe what services they perform.

Does the County provide any other assistance to your organization, such as office space or assistance from County personnel?

REQUEST DESCRIPTION INFORMATION

Name of Event or Program:

Description of Event or Program:

Amount Requested for the next two Fiscal Years:

Other funding sources (grants, donations, other local governments, etc....):

List plans for securing other funding and stability of that funding:

Intended impact on community:

Number of individuals will be served by your agency as a result of this request:

Describe specific purpose for which County funds will be used:

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SIGNATURES AND CONDITIONS

We certify that to the best of our knowledge the information provided in this application is accurate and complete and is endorsed by the organization that we represent. If our organization receives funding through the County, we agree to the conditions below.

SIGNATURE OF TWO SIGNING OFFICERS FROM THE BOARD OF DIRECTORS

Signature:

Print Name:

Title:

Date:

Signature:

Print Name:

Title:

Date:

CONDITIONS

1. The organization, after being awarded funding, will execute a contract with the County. Funding will not be paid until the contract has been executed.
2. After the event or upon the end of the fiscal year in which the program is held, the organization will complete a Financial Reporting form to show how County funds were actually spent.

DARE COUNTY, NORTH CAROLINA
Special Appropriations Financial Reporting Form

This form must be completed after the event or program is completed or after the AGENCY fiscal year in which the event or program occurred.

Expenditure of County Funds

<u>Purpose/Object:</u>	<u>Per Application</u>	<u>Actual</u>
Totals		

Sources of Funds

<u>Source:</u>	<u>Per Application</u>	<u>Actual</u>
Totals		

Was the intended impact on the community achieved? Explain and include any available performance measures.

CONTRACT

NORTH CAROLINA
DARE COUNTY

This AGREEMENT made and entered into this 1st day of July, 2010, by and between Dare County, North Carolina, hereinafter referred to as the "COUNTY", and _____, hereinafter referred to as the "AGENCY".

WITNESSETH:

WHEREAS, the AGENCY has requested certain funds from the COUNTY to carry out its programs and activities for _____ (event or program); and

WHEREAS, in response to such request, the Board of County Commissioners has appropriated funds to support this purpose; said funds 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 Special Appropriations Application form ("APPLICATION") submitted to the COUNTY which is incorporated by reference into this AGREEMENT.
2. In consideration for the performance by the AGENCY of the services outlined on its APPLICATION, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the Dare County budget for the grant period. Payment of such amount shall generally be made quarterly by the COUNTY, after execution of this contract and after County receipt of the Financial Reporting Form for funding received in the previous fiscal year, if applicable.
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 entity 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. *(The last two sentences apply only 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 shall submit to the Dare County Finance Department the Financial Reporting Form - a status report of all program activities including a summary of the accomplishment of stated goals and objectives and showing how County funds were spent. Any COUNTY approved funds for the subsequent fiscal year will not be released until the Financial Reporting Form is submitted.
8. If COUNTY funding exceeds \$100,000 the AGENCY shall have an annual audit of its financial records performed by an independent certified public accountant with a copy of such audit being submitted to the Dare County Finance Department. If COUNTY funding is less than \$100,000 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 no later than six months after the end of the AGENCY's fiscal year in which the COUNTY funding was received. Further, the COUNTY shall be entitled to examine the financial records of the AGENCY at the COUNTY's discretion. In the event that the audit or financial report, by the determination of the Dare County Finance Officer, shows any mismanagement of funds, the COUNTY shall have the option to terminate this agreement as provided in paragraph 3 above.
9. The AGENCY shall submit a copy of any required filing with the IRS for the fiscal year in which COUNTY funding was received, no later than six months after the end of that fiscal year end unless the AGENCY submits a copy of a filing for an extension to file IRS. If AGENCY files an extension, the IRS filing will be due within one month of the extension filing date.
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 examination upon request during regular business hours of the AGENCY.
11. Meetings of the AGENCY's Board of Directors, Advisory Board or Governing Board must be open to the public.
12. The organization will promptly notify the County Manager's Office of any correspondence with State or federal granting agencies, the NC Department of Revenue or the Internal Revenue Service of any failures to file and/or pay any type of withholdings or taxes of any type kind of required reporting forms.
13. As a condition of receiving funds from Dare County, the AGENCY agrees to fully indemnify and hold harmless Dare 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.

16. This AGREEMENT shall automatically renew for consecutive one-year periods upon annual submission of funding requests and annual appropriation of funds.

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.

ATTEST

DARE COUNTY

Clerk to the Board

County Manager

ATTEST

AGENCY

Secretary

Chairman of Board

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

Dare County Finance Officer

Date