

NORTH CAROLINA)
FORSYTH COUNTY)

AGREEMENT FOR THE GRANT OF
CITY OF WINSTON-SALEM FUNDS

THIS AGREEMENT, made and entered into as of the 10th day of July 2010, by and between the City of Winston-Salem, (hereinafter referred to as the City) and The Children's Home, (hereinafter referred to as the Grantee), pursuant to and subject to the restrictions and conditions set forth herein;

WITNESSETH:

In consideration of receipt of a grant or appropriation of funds from the City Council of the City of Winston-Salem for the fiscal year 2010-2011 not to exceed the amount of \$18,520, the Grantee named herein above does hereby agree to abide by the terms of this Agreement.

In consideration of the above, the parties do hereby agree as follows:

(1) The Grantee covenants and agrees to expend the funds which are the subject of this Agreement and perform services in consideration of the receipt of funds in accordance with the work program and/or under the restrictions and conditions as attached to this Agreement and incorporated herein by reference. The Grantee further agrees to expend the City funds in accordance with the Grantee's budget as attached hereto and which is incorporated herein by reference. Funds made available to the Grantee pursuant to this Agreement shall be expended only in accordance with applicable federal, state and local laws.

(2) Termination of this Agreement may occur for reasons described herein or in attachments hereto. The City may execute an extension of this Agreement in its discretion and in accordance with such additional conditions as it may require.

(3) The Grantee agrees that it will supply such records, information or verification relating to expenditures of the funds or the operations of the Grantee as may reasonably be requested by the City. The Grantee agrees that the City shall have access to the records and premises of the Grantee at all reasonable times, and the Grantee agrees to submit such reports as the City shall request pertaining to the funds granted herein or the operation of the Grantee. The Grantee shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the grant funds which are the subject of this Agreement. The City reserves the right to require a certified audit pertaining to the use of the grant funds, or may perform the audit through the use of its staff.

(4) The Grantee shall furnish to the City a copy of its audit report performed by a certified public accountant as soon as such becomes available to the Grantee.

(5) Funds will be disbursed to the Grantee, in accordance with Exhibit C, by reimbursement to the Grantee for expenses incurred in accordance with the attached budget, unless otherwise specified in the attachments. Further, should the Grantee overspend the attached budget, the City shall have no obligation to reimburse the Grantee for such expenditures.

(6) The City may suspend or terminate the payment of grant funds in whole or in part for any violation of this Agreement. Suspension or termination may be affected for the following reasons as determined by the City, but not limited to these reasons:

- (a) Improper use of grant funds;
- (b) Failure to comply with the terms and conditions of the Agreement;
- (c) Submission to the City of reports which are incorrect or incomplete in any material respect;
- (d) Uncontrollable circumstances, rendering the carrying out of this Agreement improper or infeasible.

In addition, the City may suspend or terminate payment of grant funds if the Grantee fails to make satisfactory progress toward meeting the project services which are the subject of this Agreement and the determination of whether satisfactory progress has been made shall be in the sole discretion of the City.

If for any reason the payment of grant funds is suspended or terminated, the Grantee agrees to promptly remit to the City any payments previously received by the Grantee which the City deems to have been paid and received in violation of this Agreement.

(7) Any and all alternatives in the restrictions and conditions upon the grant of the funds herein shall be subject to prior review and written approval by the City.

(8) This Agreement and the grant funds which are the subject of this Agreement are expressly non-assignable without the prior written consent and approval of the City. Additionally, this agreement or the funds herein may not be continued by a successor to the Grantee herein named or subcontracted without the prior written consent to the City.

(9) Non-expendable property purchased under this Agreement shall remain the property of the Grantee, unless the attached conditions or budget provide that such property shall become the property of the City.

(10) The attached Exhibits are:

- (a) The Budget;
- (b) The Work Program;
- (c) Purposes and/or Restrictions and Conditions; and

(d) Report Requirements.

These exhibits are incorporated herein by reference and shall have the same force and effect as if set forth herein.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its behalf; and the Grantee has caused the same to be duly executed in its behalf as of the date first above written.

ATTEST



CITY OF WINSTON-SALEM

Renee K. Phillips
Renee K. Phillips, City Secretary

BY: Lee D. Garrity
Lee D. Garrity, City Manager

ATTEST

Mildred Carter (SEAL)
Mildred Carter, Secretary

THE CHILDREN'S HOME

BY: George M. Bryan
George M. Bryan, President/CEO

APPROVED AS TO FORM AND LEGALITY

THIS DOCUMENT HAS BEEN PRE-AUDITED IN ACCORDANCE WITH THE NC LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

Angela Carmon
Angela Carmon, City Attorney

Lisa Saunders
Lisa Saunders, Asst. Financial Officer

JULY 1, 2010
EXHIBIT A: BUDGET

EXPENDITURES

BUDGETED
2010-2011

Please see Attached Budget

REVENUES

BUDGETED
2010-2011

Please se Attached Budget

Exhibit A

Operating Budget Summary-Program:Emergency Residential Placement

Organization Name: The Children's Home, Inc (Gray Cottage and Opportunity House)			
Expenditures by Program	Budgeted FY 09-10	Projected FY 09-10	Requested FY 10-11
Program Services	\$1,003,590	\$ 857,933	\$ 1,160,936
Fundraising			
Management and General			
Total	\$1,003,590	\$ 857,933	\$ 1,160,936
Expenditures by Category	Budgeted FY 09-10	Projected FY 09-10	Requested FY 10-11
Personnel			
Employee Salaries and Wages	\$ 636,678	\$ 547,301	\$ 730,823
Employee Benefits	177,090	165,989	222,702
Subtotal, Personnel	\$ 813,768	\$ 713,289	\$ 953,525
Operating Expenses			
Facility Rent and Utilities	\$ 36,600	\$ 42,255	\$ 34,499
Training and Conference Registration	4,000	4,000	4,103
Memberships and Dues	2,000	2,000	1,973
Travel and Transportation	2,000	2,000	1,132
Grants To Individuals and Organizations			
Contracted Fundraising Services			
Good Purchased for Resale			
Other Contracted Services			
Other Operating Expenses			
Subtotal, Operating Expenses	\$ 1,000,590	\$ 857,933	\$ 1,160,936
Capital Outlay			
Total	\$1,003,590	\$ 857,933	\$ 1,160,936
Revenues by Category	Budgeted FY 09-10	Projected FY 09-10	Requested FY 10-11
City of Winston-Salem			
General Fund	\$ 26,000	\$ 15,830	\$ 18,520
Other Funds (CDBG, Occupancy Tax, etc)			
Forsyth County	248,354	348,354	260,000
State of North Carolina	253,761	299,802	451,269
Federal Government			
Admissions/Program Revenue/Sales			
Memberships			
Donations	475,475	193,947	431,147
Foundation Grants			
Interest and Investment Income			
Parent Organization			
Other			
Total	\$1,003,590	\$ 857,933	\$ 1,160,936

JULY 1, 2010

EXHIBIT B: WORK PROGRAM

Please see Attached Activity Information

Exhibit B

Performance Information by Activity				
Organization Name: The Children's Home, Inc.				
Activity: Residential Respite				
Goals:				
<ol style="list-style-type: none"> 1. To provide Residential Respite for youth during times of crisis for up to 72 hours. 2. To provide minimal case management during the time of stay to the family in need. 3. 4. 				
Performance Measurements				
	Actual	Objective	Projected	Objective
Effectiveness:	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>	<u>10-11</u>
80% of WSPD respite requests will receive temporary care as well as temporary case management.				
Efficiency:	Cost of service will not exceed regular operating budgets.			
Workload Indicators:	A minimum of 45 youth will be served either by WSPD or Juvenile Court Counselor referral.			
FY 07-08 Program Accomplishments:				
This is the initial application by The Children's Home. The Children's Home has a long history of operating a variety of residential programs and has an excellent reputation in the community.				
FY 08-09 Key Objectives:				
We will be moving the Opportunity House program on campus into our Stultz cottage within the next couple months. This will allow us to increase capacity from 8 youth to 10 youth served on a daily basis.				

THE CHILDREN'S HOME

JULY 1, 2010

EXHIBIT C: RESTRICTIONS AND CONDITIONS

1. The City will make a grant of up to \$18,520 to The Children's Home to be distributed on a one-to-one matching basis. The Children's Home may draw one dollar of City funds for each dollar of private funds contributed. Excluded from the matching equation are other local government and state funds, and any funding from other City-supported agencies.
2. The Grantee will provide training for all sworn police officer on the services available to the Winston-Salem Police Department through the Emergency Shelter and Group Homes. The training will be approved in advance by the Winston-Salem Police Department.
3. The Grantee will submit quarterly narrative activity and financial reports to the City as provided for in Exhibit D.
1. On a quarterly basis, the City will release grant funds equivalent to private contributions received by the Grantee during that quarter. The Grantee shall provide records documenting the actual private contributions to be matched by City dollars. The total City contribution for the fiscal year 2010-2011 shall not exceed \$18,520.
5. Funds paid in accordance with this contract are to be used to finance the general operations of the Grantee.
6. City funds shall not be used to pay for private club memberships.

THE CHILDREN'S HOME

JULY 1, 2010

EXHIBIT D: REPORT REQUIREMENTS

1. The Grantee will submit quarterly financial reports, detailing the expenditures and revenues, and private contributions received during the preceding quarter of its operation to the City.
2. The Grantee will submit a copy of its 2010-2011 Return of Organization Exempt Form Income Tax (IRS Form 990).
3. The Grantee will submit an audited financial report concerning all funds expended and received at the end of the fiscal year.
4. The Grantee will submit a narrative report of the activities performed by the grantee in accomplishing its fiscal year 2010-2010 Work Program, including an accounting of the number of clients, and client-days referred by the Winston-Salem Police Department, and the number of clients referred by the Winston-Salem Police Department who could not be served. In addition, the report should include outcome measurements both during the shelter stay and six months after release for all clients, and specifically for all Winston-Salem Police Department referrals.