

PLANNING AND MANAGEMENT SERVICES AGREEMENT  
CITY OF HENDERSONVILLE NORTH CAROLINA

This AGREEMENT made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **City of Hendersonville, North Carolina**, hereinafter referred to as the "CITY", and **Hendersonville Connections Center, Inc.**, A North Carolina nonprofit corporation, hereinafter referred to as the "CENTER."

WHEREAS, the CITY has requested that the CENTER provide planning and management services for the creation of a crisis center, to be located in and serve the residents of the City of Hendersonville; and

WHEREAS, the CITY, through its City Council, has appropriated the sum of \$120,000.00 in funding to cover the period of time beginning on the effective date of this agreement, and ending June 30, 2024, to compensate the CENTER for the provision of this service, subject to the terms hereof; and,

WHEREAS, the terms and conditions for receiving funds from the CITY set out herein are necessary to ensure accountability for the expenditure of public funds by the CITY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The CENTER shall provide planning and management services for the benefit of the City to establish a service-oriented crisis and day center to be located in and serve residents of the City of Hendersonville, including the greater Hendersonville area, during the terms of this Agreement which shall be from the effective date hereof, through and including June 30, 2024.
2. The purpose of the future crisis and day center is to provide a one-stop service area designed to meet the immediate and short term needs of people in crisis, including but not limited to, the unhoused population, "clients of the center," utilizing onsite community partners that can provide needed services to the clients of the center. The goals of the center shall include, but not be limited to, meeting the immediate and short term needs of the clients of the center, with an eye towards permanent, safe and stable long term housing, health care, mental health care, and other health and human services care as needed.
3. The City shall pay a planning and management fee to the CENTER in exchange for providing this service for the benefit of the City in the amount of \$120,000.00, with one-half of said fee being due and payable upon the execution of this Agreement by the City and the CENTER. The remainder of the funds will be remitted to the CENTER on or before July 1, 2023.
4. If the CENTER violates any of the provisions of this Agreement, the CITY may terminate this Agreement (upon thirty (30) days written notice of the same to the CENTER). In such event, all unexpended funds at the time of such termination, whether held by the CENTER or the CITY, shall be the property of and be returned to (or remain with) the CITY.
5. The CENTER shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the CITY.
6. In connection with the performance of this Agreement, the CENTER shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
7. The CENTER shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.

8. Upon request of the CITY the CENTER shall submit to the CITY a status report of all activities performed in the provision of services under this agreement.
9. Upon request of the CITY the CENTER shall provide an accounting of CITY funds to the CITY to demonstrate that funds allocated to the CENTER have been used for the purpose(s) specified herein. The accounting report shall be submitted to the CITY within 30 days of the request. Further, the CITY shall be entitled to audit the CENTER's expenditure of CITY funds at the CITY's discretion. CITY Funds not used for the expressed purpose(s) stated herein must be reimbursed to the CITY within thirty (30) days of the CITY's request for said funds.
10. The CITY shall be entitled to conduct an evaluation of the CENTER's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
11. All books and records shall be maintained by the CENTER 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 CENTER.
12. The parties agree that the programs or services funded pursuant to this Agreement shall not be considered a joint venture or partnership between the CENTER and the CITY. The CENTER shall remain an independent contractor and the CITY is in no way responsible for the administration and supervision of the CENTER'S officers, employees, partners, and agents, which persons it is agreed are not officers, employees, or agents of the CITY.
13. The Agreement may only be amended by written amendments mutually agreed upon by and between the CITY and the CENTER.

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

ATTEST:

CITY OF HENDERSONVILLE

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
Date

\_\_\_\_\_  
BY: Barbara G. Volk  
Mayor, City Council

\_\_\_\_\_  
Date

HENDERSONVILLE CONNECTIONS CENTER, INC.

\_\_\_\_\_  
BY: AUTHORIZED SIGNATURE      Date

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

This Agreement has been pre-audited in the manner required  
by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
CITY FINANCE DIRECTOR

\_\_\_\_\_  
Date