

**LINCOLN COUNTY
OUTSIDE AGENCY AGREEMENT
APPLICATION
Fiscal Year 2026-2027
Application Due: January 14, 2026**

ORGANIZATION NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

PHONE #: _____ FAX #: _____

E-MAIL ADDRESS: _____

AGENCY FISCAL YEAR (month/year): _____

TAX ID NUMBER: _____

CONTACT NAME: _____ PHONE NUMBER: _____
CONTACT EMAIL: _____

COUNTY FUNDS REQUESTED FOR FY 2026-2027 : \$ _____

IS THIS INITIAL FUNDING? YES NO

IS THIS FUNDING FOR CAPITAL IMPROVEMENT OR RENOVATIONS? YES NO

Please return completed form and accompanying information to:
Lincoln County Administration – County Manager’s Office
Mail: PO BOX 738
Lincolnton, NC 28093
Physical: 353 Generals Blvd.
Lincolnton, NC 28902
Electronically: lisa.wise@lincolncountync.gov

INSTRUCTIONS

- This application is for operating assistance only. To be considered for funding, the organization must complete the application in its entirety. Incomplete applications will not be considered.
- Please be sure that all supporting documents are provided with the application.
- Successful grant applicants must execute an Outside Agency Agreement with Lincoln County after the award of funding in order to be eligible to receive funding, unless an exception is provided in writing. A draft copy of this Outside Agency Agreement is provided for your review. A finalized Outside Agency Agreement will be prepared and signed once the appropriation is approved and the County Budget Ordinance has been formally adopted.
- Please be sure this application is signed certifying that you have read and agree with the terms set forth in the Outside Agency Agreement. Failure to follow the terms of the Outside Agency Agreement may temporarily, or permanently, suspend your organization from funding.
- Applicants may be asked to present a five-minute brief to the Lincoln County Budget Team if this is a new request or the amount requested is greater than \$5,000. By execution of this application, you agree that these briefs may be recorded for review by the Board of Commissioners.
- Return the application & required documentation in one of three (3) ways:
 - Electronically via email to: lisa.wise@lincolncountync.gov
 - Mail to the County Manager's Office (address on page 1 of application)
 - Drop off at the County Manager's Office (address on page 1 of application)

APPLICATION CHECKLIST

All applicants must complete the checklist found in Exhibit C. Please ensure that the required attachments are included.

In some cases, your agency may not have the requested information due to the agency type. If this is the case, please specify with a notation. All relevant information is required for application review. If there are any questions about the requested information in the application checklist, please contact the Lincoln County Finance Department for additional information.

1. Agency/Special Project Name: _____

2. Amount of Special Project Request \$ _____

3. Description of Project. Description must include purpose, outline, needs assessment and intended results of the project. Applicant must include a statement on how this project performs duties that may be provided by local government services or how it enhances services that are already provided by local government. Attach additional sheets if necessary.

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4. Summary of sources and amounts of funding of project/event for the past five years.

Funding by Source						
Fiscal Year Ending						
	Actual				Estimated	Budget
	2022	2023	2024	2025	2026	2027
Federal						
State						
County						
Other						
Total						

5. Summary of expenditures for project/event for the past five years

Summary of Expenditures by Type						
Fiscal Year Ending						
	Actual				Estimated	Budget
	2022	2023	2024	2025	2026	2027
Salaries & Benefits						
Operating Expenses						
Capital Outlay						
Other						
Total						

6. FY [] Detail Budget Overview

7. Does the Organization/Agency receive any tax funding? Yes No

If yes, how much? \$ _____

8. Does the Organization/Agency receive funding from a foundation(s)? Yes No

If yes, how much? \$ _____

9. What is the Organization/Agency annual budget? \$ _____

10. Does your Organization/Agency maintain a fund balance of cash or accessible funds? Yes No

If yes, what is the current amount of fund balance for your Organization/Agency? _____

11. Name and Address to Appear on Disbursement Check:

12. Number of employees:

Full time Part time Temporary

13. Please provide the names and titles of the personnel in your organization responsible for authorizing disbursement of funds.

14. Do these individuals sign checks? Yes No

If No, who does? _____

Are they bonded? Yes No

Bonded amount? \$ _____

I certify that the above information is true and correct to the best of my knowledge. I further certify that I have reviewed and accept the terms of the attached contract if funding is approved.

Signature of Agency Director

Date

NORTH CAROLINA

OUTSIDE AGENCY AGREEMENT

LINCOLN COUNTY

THIS FUNDED AGENCY AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between Lincoln County, a North Carolina body politic and corporate (hereinafter referred to as “County”) and _____, an individual or entity which may include, but is not limited to a corporation, association, or company (hereinafter referred to as “Agency”) for which the funds provided shall be used to carry out a public purpose.

WITNESSETH:

WHEREAS, the purpose as described herein addresses an important community need or community services enhancement, as identified by the Lincoln County Board of Commissioners (the “Board”); and

WHEREAS, it is in the interests of the County that said purpose be assisted by the County and thereby enhance its availability to residents of Lincoln County; and

WHEREAS, it has been established that the services to be provided by the Agency are services that the County is permitted by law to fund; and

WHEREAS, in response to such request, the Board of County Commissioners has appropriated funds as set forth in this Agreement for the period July 1, 20XX through June 30, 20XX to support this program; with appropriated funds being derived from County General funds.

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and Agency agree as follows:

1. Term of the Agreement. The Term of this Agreement shall be a program year which coincides with County’s fiscal year beginning on July 1 of the current fiscal year (the “Effective Date”) and ending on June 30 of the current fiscal year.

2. Non-Appropriation. If the Board fails to appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify Agency of the non-appropriation and this Agreement shall be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

3. Scope of Services.

a. Agency shall provide services, as outlined in the Scope of Services and any amendments or revisions thereto which are attached hereto as Exhibit A and incorporated herein by reference, to the residents of Lincoln County. Any revisions or amendments to this Agreement or the Scope of Services must be approved in writing by County and attached to this Agreement.

b. Agency shall be solely responsible for the means, methods, techniques, sequence, safety programs and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

4. Funding.

a. The County agrees to appropriate for the public purpose described in Exhibit A and more particularly described in the Program Budget, the maximum sum of \$ _____.

b. Agency agrees and understands that the amounts appropriated by the Board of County Commissioners may change only as an emergency fiscal measure which affects its governmental operations.

c. All funds appropriated shall be used solely for the purposes described in the Funding Application submitted during the initial request and as described in Exhibit A. Any funds not used for the purposes stated therein shall be promptly returned to the County within 60 days of the close of the fiscal year as described in this Agreement.

d. The Agency shall be paid in accordance with the total amount of funds appropriated. The initial payment is contingent upon receipt of Agency's Outside Agency Performance Agreement attached hereto as Exhibit B and incorporated herein by reference.

- i.** Appropriations for the Agency greater than or equal to \$25,000 will be made on a quarterly basis if there are no restrictions placed on the funds. It is the responsibility of the Agency to submit a quarterly invoice to the Lincoln County Finance Department within 15 days following the end of the quarter.
- ii.** If the funding level is less than \$25,000, the funds will be disbursed upon receipt of invoice between December 1st and January 31st of the current fiscal year.
- iii.** If the request is to cover project funding, a request for disbursement along with copies of paid invoices is to be submitted between December 1st and prior to June 30th of the current fiscal year.

e. The County's obligation to make the remaining payments, if applicable, is contingent upon receipt of Progress Reports, as defined below in Section 5, from the Agency, which show satisfactory progress toward completion of performance measures and an accounting of expenditures as detailed in the attached Exhibit A, along with Agency's request for reimbursement.

f. Once Agency has satisfied its obligations as provided in Subsection 4(d) above, payment shall be made twenty-one (21) days after receipt of the Progress Report and request for reimbursement or twenty-one (21) days after due date of the Progress Report, whichever is later.

g. The County is not obligated to provide any other support to the Agency in the current or in succeeding fiscal years, outside the terms of this Agreement.

5. Agency Reporting.

a. The Agency shall provide the County with Progress Reports that include a fiscal report and updates on Agency's performance measures as outlined in Exhibit A. Progress Report dates shall coincide with the payment schedule, at the discretion of the County. The County shall have the right to request additional Progress Reports, if it determines necessary.

b. The Agency agrees to allow the County to inspect its financial books and records, which document costs of services and expenses, upon reasonable notice during normal working hours.

c. Unless otherwise agreed and approved in writing by the County Finance Officer, the following annual reports are required:

- i.** If County funding exceeds \$50,000 the Agency shall have an audit of its financial records and operations performed by an independent certified public accountant every three years and financial report compilation every other year (year 1-compilation, year-2 compilation, year 3-audit) with a copy of such compilations and audit being submitted to the Lincoln County Finance Department.
- ii.** If County funding is between \$20,001 and \$50,000, the Agency shall provide an annual financial review completed by an independent accountant.
- iii.** If County funding is less than \$20,000 or less, the Agency is only required to provide the total Expenditure Report.
- iv.** The audit or financial report shall be submitted to the County by November 30 of the fiscal year following the Term of this Agreement. Failure of the Agency to file timely essential financial or audit reports for the prior year may result in a withholding or withdrawal of County funds.
- v.** All financial reports provided for the County shall be approved by the Agency's governing board.

6. Termination.

a. In the event of any of the circumstances set forth below (hereinafter referred to as "Default"), the County may immediately terminate this Agreement, in whole or in part. Notice of termination must be in writing, must state the reason or reasons for the termination and specify the effective date of termination.

i. In the event that Agency shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to the County residents during the term of this Agreement; or

ii. In the event that the Agency shall fail to render a satisfactory accounting as provided in Section 5 above, the County may terminate this Agreement and Agency shall return all payments already made to it by the County for services which have not been provided or for which no satisfactory accounting has been rendered; or

iii. In the event of any fraudulent representation by the Agency on an invoice or other verification required to obtain payment under this Agreement or

other dishonesty on a material matter relating to the performance of services under this Agreement; or

iv. Nonperformance, incomplete service or performance or failure to satisfactorily perform any part of the work identified in the Scope of Services or to comply with any provision of this Agreement, as determined by the County in its sole discretion; or

v. Failure to adhere to the terms of applicable federal, state or local laws, regulations or stated public policy.

b. In the event of Default by the Agency, the County may elect to terminate this Agreement, in whole or in part, and/or require Agency to repay the funds within ten (10) business days from written notice of such Default. County may, but shall not be required to, grant the Agency an opportunity to cure the Default without termination of this Agreement. This clause shall not be interpreted to limit the County's remedies at law or in equity.

c. Notwithstanding the foregoing, either party may terminate this Agreement at any time without penalty, provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination. In the event of such termination, any payment due shall be prorated to the effective date of termination and any unused funds shall be returned to County within ten (10) days of the effective date of termination.

d. Any termination of this Agreement for Default under this section that is later deemed to be unjustified shall be deemed a termination for convenience.

7. **Agency Representations.**

a. For Entities. The Agency must maintain its active status with the N.C. Secretary of State through proper reporting and filings, as required by federal and state laws;

b. The Agency has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

c. The Agency acknowledges that the County is acting in good faith in approving the appropriations as presented in the application and the use of all appropriations will be used explicitly to carry out a described public purpose;

d. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Agency to enter into and perform its obligations under this Agreement;

e. The Agency shall not violate any agreement with any third party by entering into or performing its obligations under this Agreement;

f. The Services provided by Agency under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and

g. Agency acknowledges that if any specific licenses, certifications or related credentials are required to perform its obligations under this Agreement, it will ensure that such credentials remain current and active and not in a state of suspension or revocation.

h. Meetings of the Agency's governing board must be open to the public, unless it is determined by the Agency that a meeting must be held in confidence for the protection of privileged and confidential information that the Agency is legally bound to protect. Notices of such meetings shall be provided to the Board of Commissioners and the County Clerk.

8. Insurance. The Agency shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance and any additional insurance as may be required by County with limits acceptable to County. Agency shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. Any waiver of the requirements hereunder shall be subject to approval of the County Manager. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage.

9. Workers' Compensation. To the extent required by law, the Agency shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the Agency is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Agency shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling the Agency's obligations under this Agreement. Agency agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

10. Divestment from Companies that Boycott Israel. The Agency hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

11. Debarment. The Agency hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Agency must notify County within thirty (30) days if Agency, or its principals, are debarred by any governmental entity during the term of this Agreement.

12. E-Verify. Pursuant to N.C.G.S. § 143-133.3, the Agency understands that it is a requirement of this Agreement that the Agency and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, the Agency agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and the Agency shall require its subcontractors to do the same. Upon request, the Agency agrees to provide the County with an affidavit of compliance or exemption.

13. Relationship of the Parties. The parties agree that the Agency shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. The Agency represents that it has or will secure, at its own expense, all personnel required to perform the services under this Agreement.

The Agency shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to the County employees.

14. Compliance with all Laws. The Agency, at its sole expense, shall comply with all laws, ordinances, orders and regulations of federal, state or local governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this Agreement.

15. Subcontract. The County and the Agency deem the services provided under this Agreement to be personal in nature and the Agency may not subcontract any rights or duties under this Agreement to any other party without prior written consent from the County.

16. Assignment. Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party shall be void. An assignee shall acquire no rights, and the County shall not recognize any assignment in violation of this provision.

17. Confidential Information. For purposes of this Agreement, the party disclosing Confidential Information is the “Discloser,” and the party receiving Confidential Information is the “Recipient.” “Confidential Information” shall mean any nonpublic information concerning the parties’ respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related to that agreement. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a.** in the public domain through no fault of the Recipient;
- b.** within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c.** lawfully received from a third-party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d.** independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e.** disclosed with the prior written consent of the Discloser; or

f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

18. Indemnification. The Agency shall defend, indemnify and hold harmless the County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against the County or which the County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of the Agency, its employees or agents. The Agency further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. This Section shall survive any expiration or termination of this Agreement.

19. Non-Discrimination. Agency agrees, as part of the consideration for the granting of funds by County, that for itself, its agents, officials, employees and servants, it will not discriminate in any manner on the basis of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. The Agency shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event the Agency is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by the County, and the Agency may be declared ineligible for further County agreements.

20. Notices.

a. Delivery of Notices. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

b. Effective Date of Notices. Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

c. Notice Address. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

i. **For the County:** Lincoln County Manager
353 N. Generals Blvd.
Lincolnton, NC 28092

ii. For the Agency: _____

21. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

22. Governing Law. This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina, without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Lincoln County or in the Federal District Court for the Western District of North Carolina.

23. Dispute Resolution. Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

24. Governmental Immunity. The County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law regarding any action based on this Agreement.

25. Non-Waiver. Failure by the County at any time to require the performance by the Agency of any of the provisions of this Agreement shall in no way affect the County's right hereunder to enforce the same, nor shall any waiver by the County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

26. Entire Agreement. This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties with respect to the subject matter herein and shall supersede, replace or nullify any and all prior agreements, negotiations, representations and proposals, written or oral.

27. Signatures. This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, the Agency has executed the foregoing with the signature of its duly authorized officer and the County has executed with the signature of its County Manager.

SIGNATURES TO APPEAR ON FOLLOWING PAGE

LINCOLN COUNTY

By: _____

Name: Davin W. Madden

Title: County Manager

Date: _____

_____ (VENDOR NAME)

By: _____

Name: _____

Title: _____

Date: _____

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

Deanna Rios, Lincoln County Finance Director

APPROVED AS TO FORM:

Megan H. Gilbert, County Attorney

EXHIBIT A
PROGRAM/SCOPE OF SERVICES

EXHIBIT B
OUTSIDE AGENCY PERFORMANCE AGREEMENT

Chief Contact, Administrators, Chief Executive Officer and Chief Financial Officer

I certify that I have provided a list of the chief contact, administrators, chief executive officer and chief financial officer for my agency with this Agreement and that I will keep it current for the County. The list should be in writing with the name, title, residential address; phone and email address and if possible, fax number.

Officers and Board of Directors

I certify that I have provided a current list of the Officers and Board of Directors with this Agreement and that we will continue to update the list as changes occur. The list should be in writing, with the name, physical address, mailing address and if possible, phone, fax and email address.

Budget Submission

I certify that I have provided a budget for the period to be covered by funding from the County, and that any substantive changes made to this budget have been authorized in writing in advance by the County.

Annual Financial Review

I certify that I have provided a copy of the latest annual Financial Review for the Agency and the budget adopted by the Agency for the fiscal years encompassing this Agreement. If not, I have provided a written explanation.

Alignment with Organization's Mission

I certify that the programs and services for which this funding is requested align with the mission of Agency.

Intended Purpose

I certify that the funds provided to the Agency under the terms of this Agreement will be used for a public purpose and shall only be used for the purposes intended and any money not used for those purposes will be promptly returned to the County.

Certified by: _____

Name: _____

Title: _____

EXHIBIT C
APPLICATION CHECKLIST

X		Date	LC Verified
	Article of Incorporation and/or Corporate Bylaws		
	Copy of IRS tax-exempt status determination letter (A notarized copy of IRS Form 1023 will be accepted from organizations that have completed the form and submitted to the IRS but have not yet received a determination letter)		
	Copy of most recently filed IRS Form 990 <u>or</u> copy of most recent independent audit <u>or</u> copy of most recent financial report (if no audit or financial report is available there must be an explanation as to why one is not available.)		
	Agency organization chart		
	List of all board members (name, address, term, office)		
	Schedule of Board Meeting dates and time for fiscal year requested		

Completed by: _____

Reviewed by: _____