

H²A²R²R⁴Y (HELPING ² ADVOCATE ² RESEARCH ² RESPOND 4 YOU) VETERANS COMMUNITY
OUTREACH SERVICES, INC. D/B/A HARRY VCOS

NORTH CAROLINA)
)
FORSYTH COUNTY)

AGREEMENT FOR THE GRANT OF
CITY OF WINSTON-SALEM FUNDS

THIS AGREEMENT, made and entered into as of the 12th day of August, 2010, by and between the City of Winston-Salem, (hereinafter referred to as the City) and HARRY VCOS (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 \$13,000 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 effected 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

Melanie Johnson
Renee L. Phillips, City Secretary
Melanie Johnson, Deputy

BY: Lee Garrity
Lee Garrity, City Manager

ATTEST

H²A²R²R⁴Y (HELPING² ADVOCATE² RESEARCH²
RESPOND 4 YOU) VETERANS COMMUNITY
OUTREACH SERVICES, INC. D/B/A HARRY VCOS

Trusselle M. Cloud (SEAL)
, Secretary

BY: Bobby Ingram
Chairman

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, Assistant Chief Financial Officer

JULY 1, 2010
EXHIBIT A: BUDGET

EXPENDITURES

**BUDGETED
2010-2011**

Please see Attached Budget

REVENUES

**BUDGETED
2010-2011**

Please see Attached Budget

Operating Budget Summary

Organization Name: Helping 2 Advocate2 Research 2 Respond 4 You Veteran Community Outreach Service
(HARRY VCOS)

Expenditures by Program	Budgeted FY 10-11	Projected FY 10-11	Requested FY 10-11
Program Services	24,500	30,000	
Fundraising	3,500	3,500	
Management and General	8,000	8,000	
Total	\$36,000	\$41,500	
Expenditures by Category	Budgeted FY 10-11	Projected FY 10-11	Requested FY 10-11
Personnel			
Employee Salaries and Wages	89,000	89,000	
Employee Benefits	0	0	
Subtotal, Personnel	\$89,000	\$89,000	
Operating Expenses			
Facility Rent and Utilities	6,360	6,360	6,000
Training and Conference Registration	7,000	10,500	
Memberships and Dues	1,600	1,600	
Travel and Transportation	19,500	20,000	500
Grants To Individuals and Organizations	0	0	
Contracted Fundraising Services	400	400	
Good Purchased for Resale	1,000	1,800	
Other Contracted Services	14,000	18,604	500
Other Operating Expenses	9,404	10,000	6,000
Subtotal, Operating Expenses	\$49,264	\$69,264	
Capital Outlay			
Total	\$148,264	\$158,264	\$13,000
Revenues by Category	Budgeted FY 10-11	Projected FY 10-11	Requested FY 10-11
City of Winston-Salem	13,000	13,000	13,000
General Fund			
Other Funds (CDBG, Occupancy Tax, etc)			
Forsyth County			
State of North Carolina			
Federal Government			250,000
Admissions/Program Revenue/Sales	2,500	5,500	
Memberships	3,200	3,200	
Donations	10,000	15,000	10,000
Foundation Grants	70,000	70,000	70,000
Interest and Investment Income			
Parent Organization			
Other	50,000	52,000	50,000
Total	\$148,700	\$158,700	\$393,000

JULY 1, 2010

EXHIBIT B: WORK PROGRAM

Please see Attached Activity Information

Description of Primary Activities

Organization Name:

Helping 2 Advocate2 Research 2 Respond 4 You Veteran Community Outreach Service
(HARRY VCOS)

Activity:

Veterans Service Program

Description:

HARRY VCOS:

- Educate veterans, dependants and survivors of their eligibility for benefits payable through the Department of Veterans Affairs.
- Assist with completing forms for benefits that may be payable through the Department of Veterans Affairs.
- Assist with obtaining supporting documents for claims by veterans, their spouses and dependants.
- Assist with the filing of claims to the Social Security Administration and other governmental agencies.
- Dr. Carl Carter, Psychologist and Vietnam Combat Veteran, provides monthly group counseling to veterans suffering from PTSD (post traumatic stress disorder), MST (military sexual trauma), Duo diagnosis and Bipolar disorders.
- Provide emergency clothing to veterans and their eligible family members and refer them to city agencies providing employment, housing and food.

Activity: Advocacy**Description:****Advocacy**

HARRY VCOS advocates for veterans on a local, state and national level. Members of HARRY have given testimony at scores of public hearings, rallies and meetings with Congress on the plight of the veteran. These testimonies have taken place in Washington, DC; Charlotte, NC (Bank of America and Wells Fargo formerly Wachovia); Chicago, Illinois and Delegates /Congressional Assemblies in Winston-Salem, NC.

Activity: Community Outreach**Description:**

HARRY VCOS has participated in several local community outreach programs, which include:

Operation Stand Down, an event whereby homeless and /or at risk Veterans can receive free assistance from the community.

United Way- Project Homeless Connect, an opportunity for HARRY to connect with the homeless veteran population in Forsyth County.

Juneteenth Celebration, this provided an opportunity for the community to become aware of the service/s we offer.

US Colored Troops Symposium, We were guest at this event that gives honor to the black troops that served during the Civil War.

Veterans Day Celebration, we hosted our first Veterans Day Celebration with the theme "Champion for Champions".

JULY 1, 2010

EXHIBIT C: RESTRICTIONS AND CONDITIONS

1. The Grantee will submit quarterly narrative activity and financial reports to the City as provided for in Exhibit D.

1. Payment to the Grantee will be made quarterly after each financial report is submitted to the City.

3. Funds paid in accordance with this contract are to be used to finance the general operations of the Grantee.

4. City funds shall not be used to pay for private club memberships.

JULY 1, 2010

EXHIBIT D: REPORT REQUIREMENTS

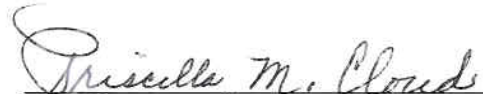
1. The Grantee will submit quarterly financial reports, detailing the expenditures and revenues of its operation to the City.
2. The Grantee will submit a copy of its 2009-2010 Return of Organization Exempt From Income Tax (IRS Form 990).
3. The Grantee will submit an audited financial report concerning 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 2010-2011 Work Program.

**H²A²R²R4Y (HELPING² ADVOCATE² RESEARCH² RESPOND 4 YOU) VETERANS COMMUNITY
OUTREACH SERVICES, INC. D/B/A HARRY VCOS**

July 1, 2010

EXHIBIT E: CERTIFICATE IN LIEU OF CORPORATE SEAL

I certify that I am the secretary to the Board of Directors for HARRY VCOS, that this agency has no corporate seal, that I attested the execution of this contract by our Executive Officer, and that this contract is to be treated by both parties as if a corporate seal had been affixed hereto.



Secretary

**H²A²R²R4Y (HELPING² ADVOCATE² RESEARCH² RESPOND 4 YOU) VETERANS
COMMUNITY OUTREACH SERVICES, INC. D/B/A HARRY VCOS**