



NC DEPARTMENT
of COMMERCE
RURAL ECONOMIC
DEVELOPMENT

Roy Cooper
GOVERNOR

Machelle Baker Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

7/27/2023

Re: Your DocuSign and Reply is Requested
Subrecipient: Town of Boiling Springs
Contract Agreement for Grant Number: SA-0302
Project Title: Boiling Springs Downtown Courtyard Project

Dear Daniel Thomas

Enclosed for your review is a complete set of contract documents required to finalize the grant award from the North Carolina Department of Commerce, Rural Transformation Grant Fund. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	DocuSigned By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Chief Elected Official - Unit of Local Government
Attachment A	Attachment A: Notice of Certain Reporting & Audit Requirements	No Signature Required
Attachment B	Attachment B: State Grant Certification – No Overdue Tax Debts	Chief Elected Official and– Unit of Local Government
Attachment C	Attachment C: General Terms and Conditions	No Signature Required
Attachment D	Attachment D: Federal Funding Accounting and Transparency Act (FFATA)	Chief Elected Official – Unit of Local Government. Answer all questions.

Execute these documents via DocuSign. If you have any questions or if I can be of any assistance, please contact me at hazel.edmond@commerce.nc.gov.

Sincerely,

Hazel S. Edmond
Director, Rural Transformation Grant Fund

Enclosure

Rural Transformation Grant Fund, Grant Agreement
Rural Downtown Transformation Grant
Downtown Revitalization

Contract Agreement Grant Number: SA-0302
Assistance Listing Number: 21.027
Federal Award ID Number: SLFRP0129
Federal Award Date: 5/18/2021

This Contract is hereby entered into by and between the **North Carolina Department of Commerce** (the "Agency") and
Town of Boiling Springs (the "Grantee") (referred to collectively as the "Parties").

1. Contract Documents:

This Contract consists of the following documents:

1. This Contract
2. Notice of Certain Reporting and Audit Requirements (Attachment A)
3. Certification of No Overdue Tax Debts (Attachment B)
4. The General Terms and Conditions (Attachment C)
5. Federal Funds Accountability and Transparency Act Disclosure (Attachment D)

These documents constitute the entire agreement between the Parties and supersede all oral and written statements, negotiations, or agreements made, communicated, negotiated, or entered into prior to or contemporaneously with the full execution of this Contract.

2. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period:

This Contract shall be effective on **December 14, 2022**, and shall terminate when all funds disbursed by the Agency to the Grantee under this Contract have been expended by the Grantee for the purposes authorized by the North Carolina General Assembly and stated herein, unless terminated sooner under the terms of this Contract. All eligible expenditures must be incurred or obligated by **December 31, 2024**, and expended by **December 31, 2026**, as allowed by federal law and regulation.

4. Grantee's Duties:

The North Carolina General Assembly has authorized funds from the State Fiscal Recovery Fund to be appropriated to the Agency for Rural Downtown Transformation grants. This Contract allocates grant funds from the Agency to
Town of Boiling Springs in order to fully leverage resources toward enhancing their communities' prospects for economic growth pursuant to S.L. 2021-180, the State Appropriations Act of 2021, and the Committee Report (together the "Authorizing Legislation") authorizes and directs the Agency to administer this grant. The Grantee acknowledges these funds are federal Coronavirus State Fiscal Recovery Funds ("SFRF") authorized in section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, awarded to North Carolina, deposited in the state Treasury, and appropriated in North Carolina by the Authorizing Legislation. The North Carolina Office of State Budget and Management (OSBM) has determined that this project is provision of government services within the State's calculated reduction of revenue due to the COVID-19 public health emergency, to be administered and reported under Expenditure Category 6.1 under the US Department of the Treasury's (the "Treasury") Compliance and Reporting Guidance (updated February 28, 2022). The Grantee shall implement the grant and ensure that all funds are expended in accordance with the Authorizing Legislation, 09 NCAC 03M which incorporates by State Regulation 2 CFR 200 Subpart E Cost Principles, 2 CFR 200 Subpart F Audit Requirements, all applicable State and Federal laws, and Treasury guidance for use of these funds. The Grantee will ensure that the sub-grantee(s), sub-sub-grantee, etc. comply with all applicable laws, regulations, guidance, and reporting requirements. The Grantee shall not use grant funds for debt service, to replenish financial reserves, or to satisfy an obligation arising from a judicial settlement or judgment. The grant funds allocated herein are not to be used for research and development as defined in 2 CFR 200.87. The Grantee acknowledges that the interpretation of the standards applicable to these funds may change with additional Treasury guidance or Congressional or state action and agrees to comply with future standards.

Rural Transformation Grant Fund, Grant Agreement
Rural Downtown Transformation Grant
Downtown Revitalization

Contract Agreement Grant Number: SA-0302
Assistance Listing Number: 21.027
Federal Award ID Number: SLFRP0129
Federal Award Date: 5/18/2021

5. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$195,000.00

a. There are no matching requirements from the Grantee.

b. The Grantee's matching requirement is \$_____, which shall consist of:

- In-kind Cash
- Cash and In-kind Cash and/or In-kind

The total contract amount is \$195,000.00

6. Conflict of Interest Policy:

Grantee shall file with the Agency a copy of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body. The policy shall prohibit such individuals from directly or indirectly benefitting (other than by receipt of any normal compensation from the Grantee) as a result of the Grantee's disbursement of State funds, including any benefit derived from contracting with the Grantee or owning or contracting with a sub-grantee or sub-sub-grantee. The policy shall include actions to be taken by the Grantee, the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds. Additionally, every Grantee must identify for the Agency any conflicts of interest existing under its policy prior to the execution of this Contract and must promptly inform the Agency of any conflict of interest of which it becomes aware during the term of this Contract.

7. Statement of No Overdue Tax Debts:

The Grantee shall file with the Agency a sworn written statement pursuant to N.C.G.S. 143C-6-23(c) (Attachment B), stating that the Grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level. A person who makes a false statement in violation of this subsection is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1. Grantee acknowledges that the written statement must be filed before Agency may disburse the grant funds.

8. Letter of tax- exempt status:

If applicable, the Grantee shall file with the Agency a copy of Grantee's IRS federal tax-exempt letter.

9. Reporting Requirements:

The Agency has determined that this Contract is subject to the reporting requirements described in the attached Notice of Certain Reporting and Audit Requirements (Attachment A), which is part of this Contract. The Grantee shall comply with all of the reporting requirements and provisions described in Attachment A hereto.

In addition to the reporting requirements and provisions described in Attachment A and the other reporting requirements described in this Contract, the Grantee further agrees to submit to the Agency's Director of the Rural Transformation Grant Fund an Annual Report to enable the Agency and its Fiscal Services Division to track the status of the Grantee's expenditures of grant funds on a periodic basis. The Grantee shall continue to complete and send said Annual Reports to the Agency's Director of the Rural Transformation Grant Fund until all grant funds received under this Contract have been expended and all such expenditures have been fully reported to the Agency's Director of the Rural Transformation Grant Fund. When submitting said Annual Reports, the Grantee shall also submit a brief narrative paragraph for each such Report summarizing the performance objectives of expenditures and any interest earned by the Grantee from the grant funds.

Rural Transformation Grant Fund, Grant Agreement
 Rural Downtown Transformation Grant
 Downtown Revitalization

Contract Agreement Grant Number: SA-0302
 Assistance Listing Number: 21.027
 Federal Award ID Number: SLFRP0129
 Federal Award Date: 5/18/2021

The Grantee will ensure that the sub-grantee(s), sub-sub-grantee, etc. make available information necessary for the Grantee and the Agency to fulfill their respective reporting requirements. The Grantee will implement reporting deadlines for the subgrantee(s), sub-sub-grantee, etc. that provide adequate time for review by the Grantee and the Agency in order for the Grantee and the Agency to meet their respective reporting deadlines. In the event such reports are requested by the Agency, the Grantee will additionally provide monthly program and expenditure reports in the form prescribed by the Agency. The Agency will establish the form and schedule for the submission of reports under this Paragraph and the Grantee will ensure that all reports are materially complete and submitted to the Agency by the date set by Agency.

10. Payment Provisions:

Payment shall be made in accordance with the State's Cash Management Plan.

11. Disbursements:

In addition to the other requirements set forth above and in the attached documents concerning the disbursement of grant funds by the Grantee (including any sub-grantee(s) and sub-sub-grantee(s)), as well as all requirements imposed on grant fund expenditures by applicable law, rules, and regulations, the Grantee acknowledges and agrees, as an express condition of this Contract, to make disbursements of all grant funds in accordance with the following requirements:

- a. The Grantee shall implement adequate internal controls over all disbursements;
- b. The Grantee shall pre-audit all vouchers presented to it for payment to determine:
 - The validity and accuracy of the requested payment;
 - The payment due date;
 - The adequacy of all documentation allegedly supporting the requested payment; and
 - The legality of all disbursements and requested disbursements;
- c. The Grantee shall assure adequate control of signature stamps and plates;
- d. The Grantee shall assure adequate control of all negotiable instruments; and
- e. The Grantee shall implement adequate procedures to ensure that its account balance is solvent and shall reconcile its account monthly.

12. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to this Contract that have been outsourced to other states within the United States or to other countries, if any. The Grantee further acknowledges that it may not outsource to any other state or territory or to any other country any jobs related to this Contract during the term of this Contract without obtaining the prior written approval of the Agency.

13. Ethics Law Compliance:

The Grantee acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, the Grantee, its officers, agents, and employees shall be and are subject to the provisions of the North Carolina State Government Ethics Act, N.C. Session Law 2006-201, House Bill 1843; Session Law 2007-348, House Bill 1111 (the "Ethics Act"). The Grantee further acknowledges and agrees that, in the event that it grants any of the grant funds awarded hereunder to one or more sub-grantees or sub-sub-grantees, the Grantee shall, by contract, ensure that the provisions of the Ethics Act are made applicable to and binding upon any and all of the Grantee's sub-grantees, sub-sub-grantees, etc.

14. Cost Principles:

The Grantee acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in 2 CFR Part 200 Subpart E – Cost Principles (<http://www.ecfr.gov/>). The Grantee further acknowledges and agrees that, in the event that it grants any of the grant funds awarded hereunder to one or more sub-grantees or sub-sub-grantees, the Grantee shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-grantees, sub-sub-grantees, etc. in their handling, use, and expenditure of the funds awarded to the Grantee hereunder.

Rural Transformation Grant Fund, Grant Agreement
Rural Downtown Transformation Grant
Downtown Revitalization

Contract Agreement Grant Number: SA-0302
Assistance Listing Number: 21.027
Federal Award ID Number: SLFRP0129
Federal Award Date: 5/18/2021

The Grantee may use funds for administering this SFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. The Grantee is permitted to charge both direct and indirect costs as administrative costs. Direct costs are those that are identified specifically as costs of implementing the SFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SFRF award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and the Grantee may not charge the same administrative costs to both direct and indirect cost categories, or to other programs.

15. Final Reports and Certifications:

The Grantee shall file all reports and certifications, as described and required by Attachment A to this Contract, concerning its receipt, handling, and expenditure of all grant funds awarded hereunder, including any interest earned by the Grantee from such funds, with the Agency's Director of the Rural Grant Transformation Fund.

16. Monitoring and Auditing:

The Grantee acknowledges and agrees that, from and after the date of execution of this Contract and for the longer of 1) five (5) years after all State Fiscal Recovery Funds have been expended or returned to Treasury or 2) five (5) years following its termination, the books, records, documents, and facilities of the Grantee are subject to being audited, inspected, and monitored at any time by the Agency upon its request (whether in writing or otherwise), State or Federal auditors, and/or the Treasury. The Grantee and its officers, agents, and employees shall make the Grantee's books, records, documents, and offices/facilities available to all authorized personnel for inspection, audit, and monitoring upon request, shall answer any questions posed to them by the auditing agency, and shall provide the requesting agency, upon its request, with any documents, records, or information sought by the auditing agency in its efforts to monitor and audit the Grantee's activities regarding the funds awarded under this Contract. The Grantee further agrees to keep and maintain all of its books, records, and documents relating in any way to the grant funds awarded hereunder as described in Attachment A subject to the longer timelines described in this paragraph. Because SFRF is a single federal award it may be necessary to keep records of all project expenditures, including record-keeping by subrecipients, until the longest of the timelines runs. Therefore, the Grantee agrees to seek specific written authorization from the Agency for destruction of any records prior to five years after all SFRF funds have been expended or returned to Treasury.

Grantee shall comply with the single audit requirement as set out in 09 NCAC 03M .0205(a)(3) and (b)(4).

17. Procurement:

Grantee must have a written Procurement Policy that meets the requirements for non-state entities as set forth in 2 CFR 200.317 – 2 CFR 200.327. Grantee must contract for the procurement of goods, services and construction projects, including design services. The procurement procedures must comply with applicable federal, State and local laws and should describe efforts to encourage minority businesses and female owned businesses to submit bids. Grantees must enter procurement solicitations for any contract in excess of \$50,000 in the Statewide Interactive Purchasing System (IPS).

18. Environmental Review:

Grantee must comply with the requirements of the North Carolina State Environmental Policy Act. Grantee is required to complete an Environmental Review provided by the Agency before the Agency disburses the grant funds.

19. Labor Standards:

Grantee is encouraged to adhere to strong labor standards, including the use of project labor agreements and community benefits agreements that offer wages above the prevailing rate and that include local hire provisions.

Rural Transformation Grant Fund, Grant Agreement
Rural Downtown Transformation Grant
Downtown Revitalization

Contract Agreement Grant Number: SA-0302
Assistance Listing Number: 21.027
Federal Award ID Number: SLFRP0129
Federal Award Date: 5/18/2021

20. Real Property:

Title to real property acquired with grant funds shall vest upon acquisition in the Grantee. Acquired real property shall be subject to the provisions in 2 CFR 200.311 and remain vested in the Grantee and shall be used for the originally authorized purpose so long as needed for that purpose. Real property acquired with grant funds shall not be encumbered or disposed of except in accordance with 2 CFR 200.311. Grantee shall submit annual reports on the status of real property to the Agency's Director of the Rural Transformation Grant Fund in accordance with 2 CFR 200.330.

21. Grant Agreement With Sub-Grantee(s):

In the event that the Grantee grants to a sub-grantee, a sub-sub-grantee, etc. any of the grant funds awarded to the Grantee hereunder, the Grantee must retain a signed copy of the contract, letter, or agreement pursuant to which the grant funds awarded to the Grantee hereunder are granted to a sub-grantee, a sub-sub-grantee, etc. The Grantee's agreement or contract with the sub-grantee, sub-sub-grantee, etc. shall comply with the requirements established by this Contract and applicable State and Federal laws, regulations, guidance, and reporting requirements. The Grantee shall insure that the sub-grantee, sub-sub-grantee, etc. fulfills its duties and obligations under the contract, letter, or agreement.

22. Repayment of Grant Funds to Agency:

In the event that the Grantee, either directly or indirectly (e.g., through a sub-grantee or sub-sub-grantee), commits any breach of this Contract which the Grantee fails to fully cure within thirty (30) days of its receipt of written notice from the Agency of said breach, the Agency may make demand in writing of the Grantee that it repay the Agency so much of the grant funds awarded under this Contract, up to and including 100% of the amount of the award made under this Contract. In such an event, the Grantee shall repay said amount to the Agency within thirty (30) days of its receipt of said demand for repayment, as well as any interest earned by the Grantee on said amount.

In addition, in the event that this Contract should be terminated by the Parties or otherwise comes to an end prior to the time when the Grantee, its sub-grantee(s), any sub-sub-grantee(s), etc. have expended all of the funds awarded under this Contract, the Grantee shall, within thirty (30) days of said termination or contract end, return to the Agency all such unexpended funds, as well as any interest earned by the Grantee on such funds. Furthermore, the Grantee shall, by contract, ensure that, in the event that its sub-grantee(s) enter into any sub-sub-grant agreements involving any of the funds awarded hereunder, all such sub-grantees, sub-sub-grantees, etc. are required to repay to their grantee(s) all such unexpended funds, as well as any interest earned by the sub-grantee or sub-sub-grantee on such funds, so that the Grantee can return those unexpended funds and interest to the Agency within thirty (30) days of the termination or other end of this Contract. In any event, the Grantee shall be and remain liable to the Agency for the repayment to the Agency of all grant funds that are unexpended (either by the Grantee or any sub-grantee, sub-sub-grantee, etc.) at the time of the termination or other end of this Contract, as well as the repayment of any interest earned by the Grantee, sub-grantee or sub-sub-grantee on such funds at that time.

23. Termination:

Subject to the provisions of paragraph 19 of this Contract, this Contract may be terminated in accordance with the provisions set forth in Attachment C hereto; however, the reporting, monitoring, and audit requirements and provisions of this Contract shall survive any such termination.

24. Non-Discrimination Certification:

The Grantee certifies its compliance with Civil Rights laws, including Title VI of the Civil rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department's implementing regulations at 31 CFR part 23. The Grantee will also seek certification of compliance

Rural Transformation Grant Fund, Grant Agreement
Rural Downtown Transformation Grant
Downtown Revitalization

Contract Agreement Grant Number: SA-0302
Assistance Listing Number: 21.027
Federal Award ID Number: SLFRP0129
Federal Award Date: 5/18/2021

as may be required of Sub-grantees and contractors. The Grantee acknowledges that it must cooperate in demonstrating its efforts on behalf of the State as may be required by the Treasury.

25. Federal Funds Accountability and Transparency Act

Prior to the disbursement of funds, the Grantee will complete and submit Attachment D to the Agency. The Federal Funds Accountability and Transparency Act (the "FFATA") requires public disclosure of executive compensation in certain federally funded organizations. Prior to the disbursement of funds that Grantee will provide written certification stating whether 1) The Grantee received 80% or more of its annual gross revenues from federal awards (contracts or subcontracts, loans, grants or subgrants, cooperative agreements) and whether 2) The total of the Grantee's annual federal awards equaled or exceeded \$25,000,000? If the answer to both questions is "yes," then the Grantee must publicly report the compensation information of its five most highly compensated executives. The Grantee may comply by certifying that this is done through periodic reporting under the Securities Exchange Act of 1934 under 15 USC 78m(a) or 15 USC 78o(d), or under the Internal Revenue Code of 1986 Section 6104, If not already reported, the names and compensation of the five most highly compensated executives must be provided to the Agency as a precondition to receiving federal funds.

The Grantee will provide all information requested by the Agency to allow the State to document compliance with the FFATA, which may include:

- Subrecipient identifying and demographic information (e.g., legal name, whether registered in SAM.gov, DUNS/UEI/TIN and location)
- Primary place of performance
- Related project identification number(s) (created by the recipient)
- Related project name(s)
- Period of performance start and end date
- Quarterly obligation amount
- Quarterly expenditure amount

Rural Transformation Grant Fund, Grant Agreement
Rural Downtown Transformation Grant
Downtown Revitalization

Contract Agreement Grant Number: SA-0302
Assistance Listing Number: 21.027
Federal Award ID Number: SLFRP0129
Federal Award Date: 5/18/2021

26. Authorized Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

In Witness Whereof, the Grantee and the Agency have executed this Contract in duplicate, with one being retained by each party.

Town of Boiling Springs

Signature

Date

Daniel Thomas

Printed Name

Chief Elected Official

Title

North Carolina Department of Commerce

Signature

Date

Kenny Flowers

Printed Name

Assistant Secretary, Rural Economic Development Division

Title

Rural Transformation Grant Fund, Grant Agreement
 Rural Downtown Transformation Grant
 Downtown Revitalization
 Attachment A: Notice of Certain Reporting & Audit Requirements

Contract Agreement Grant Number: SA-0302
 Assistance Listing Number: 21.027
 Federal Award ID Number: SLFRP0129
 Federal Award Date: 5/18/2021

Grantee shall comply with all the rules and reporting requirements established by statute or administrative rules.

G.S. 143C-6-23 requires that every non-State entity that receives State funds from a State agency except any non-State entity subject to the audit and other reporting requirements of the Local Government Commission file annual grant compliance reports. All annual grant compliance reports must be filed with the Department of Commerce. Level 3 Grantee audit reports must be submitted via email as a .PDF file.

For convenience, the requirements of G.S. 143C-6-22 – 23, G.S. 143C-10-1 and 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

§ 143C-6-22. Use of State funds by non-State entities.

- a) Disbursement and Use of State Funds. – Every non-State entity that receives, uses, or expends any State funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly. State funds include federal funds that flow through the State Treasury.
- b) Compliance by Non-State Entities. – If the Director of the Budget finds that a non-State entity has spent or encumbered State funds for an unauthorized purpose, or fails to submit or falsifies the information required by G.S. 143C-6-23 or any other provision of law, the Director shall take appropriate administrative action to ensure that no further irregularities or violations of law occur and shall report to the Attorney General any facts that pertain to an apparent violation of a criminal law or an apparent instance of malfeasance, misfeasance, or nonfeasance in connection with the use of State funds. Appropriate administrative action may include suspending or withholding the disbursement of State funds and recovering State funds previously disbursed.
- c) Civil Actions. – Civil actions to recover State funds or to obtain other mandatory orders in the name of the State on relation of the Attorney General, or in the name of the Office of State Budget and Management, shall be filed in the General Court of Justice in Wake County. (2006-203, s. 3.)

§ 143C-6-23. State grant funds: administration; oversight and reporting requirements.

- a) Definitions. — The following definitions apply in this section:
 1. Grant or grant funds. — State funds disbursed as a grant by a State agency; however, the terms do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.
 2. Grantee. — A non-State entity that receives State funds as a grant from a State agency but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
 3. Encumbrance. — A financial obligation created by a purchase order, contract, salary commitment, unearned or prepaid collections for services provided, or other legally binding agreement. A financial obligation is not an encumbrance for purposes of this section unless it (i) is in writing and has been signed by a person or entity who has authority to legally bind the grantee or subgrantee to spend the funds or (ii) was created by the provision of goods or services to the grantee or subgrantee by a third party under circumstances that create a legally binding obligation to pay for the goods or services.

Rural Transformation Grant Fund, Grant Agreement
 Rural Downtown Transformation Grant
 Downtown Revitalization
 Attachment A: Notice of Certain Reporting & Audit Requirements

Contract Agreement Grant Number: SA-0302
 Assistance Listing Number: 21.027
 Federal Award ID Number: SLFRP0129
 Federal Award Date: 5/18/2021

4. Subgrantee. — A non-State entity that receives State funds as a grant from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- b) Conflict of Interest Policy. — Every grantee shall file with the State agency disbursing funds to the grantee a copy of that grantee's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the disbursing State agency may disburse the grant funds.
 - c) No Overdue Tax Debts. — Every grantee shall file with the State agency or department disbursing funds to the grantee a written statement completed by that grantee's board of directors or other governing body stating that the grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level. The written statement shall be made under oath and shall be filed before the disbursing State agency or department may disburse the grant funds. A person who makes a false statement in violation of this subsection is guilty of a criminal offense punishable as provided by G.S. 143C-10-1.
 - d) Office of State Budget Rules Must Require Uniform Administration of State Grants. — The Office of State Budget and Management shall adopt rules to ensure the uniform administration of State grants by all grantor State agencies and grantees or subgrantees. The Office of State Budget and Management shall consult with the Office of the State Auditor and the Attorney General in establishing the rules required by this subsection. The rules shall establish policies and procedures for disbursements of State grants and for State agency oversight, monitoring, and evaluation of grantees and subgrantees. The policies and procedures shall:
 1. Ensure that the purpose and reporting requirements of each grant are specified to the grantee.
 2. Ensure that grantees specify the purpose and reporting requirements for grants made to subgrantees.
 3. Ensure that State funds are spent in accordance with the purposes for which they were granted.
 4. Hold the grantees and subgrantees accountable for the legal and appropriate expenditure of grant funds.
 5. Provide for adequate oversight and monitoring to prevent the misuse of grant funds. These policies shall require each grantee and subgrantee to ensure that, for accounting purposes, State funds and interest earned on those funds remain separate and apart from other funds in the possession or control of the grantee or subgrantee.
 6. Establish mandatory periodic reporting requirements for grantees and subgrantees, including methods of reporting, to provide financial and program performance information. The mandatory periodic reporting requirements shall require grantees and subgrantees to file with the State Auditor copies of reports and statements that are filed with State agencies pursuant to this subsection. Compliance with the mandatory periodic reporting requirements of this

Rural Transformation Grant Fund, Grant Agreement
 Rural Downtown Transformation Grant
 Downtown Revitalization
 Attachment A: Notice of Certain Reporting & Audit Requirements

Contract Agreement Grant Number: SA-0302
 Assistance Listing Number: 21.027
 Federal Award ID Number: SLFRP0129
 Federal Award Date: 5/18/2021

subdivision shall not require grantees and subgrantees to file with the State Auditor the information described in subsections (b) and (c) of this section.

7. Require grantees and subgrantees to maintain reports, records, and other information to properly account for the expenditure of all grant funds and to make such reports, records, and other information available to the grantor State agency for oversight, monitoring, and evaluation purposes.
 8. Require grantees and subgrantees to ensure that work papers in the possession of their auditors are available to the State Auditor for the purposes set out in subsection (i) of this section.
 9. Require grantees to be responsible for managing and monitoring each project, program, or activity supported by grant funds and each subgrantee project, program, or activity supported by grant funds.
 10. Provide procedures for the suspension of further disbursements or use of grant funds for noncompliance with these rules or other inappropriate use of the funds.
 11. Provide procedures for use in appropriate circumstances for reinstatement of disbursements that have been suspended for noncompliance with these rules or other inappropriate use of grant funds.
 12. Provide procedures for the recovery and return to the grantor State agency of unexpended grant funds from a grantee or subgrantee (i) in accordance with subsection (f1) of this section or (ii) in the event that the grantee or subgrantee is unable to fulfill the purposes of the grant for a reason not set forth in that subsection.
- d1) Required Grant Terms. — The terms of each grant shall include all of the following, which shall be deemed a part of the grant:
1. The limitation contained in G.S. 143C-6-8 concerning the availability of appropriated funds.
 2. The relevant provisions of any legislation authorizing or governing the administration of the grant.
 3. The terms of this section.
- e) Rules Are Subject to the Administrative Procedure Act. — Notwithstanding the provisions of G.S. 150B-2(8a)b. rules adopted pursuant to subsection (d) of this section are subject to the provisions of Chapter 150B of the General Statutes.
- f) Suspension and Recovery of Funds to Grant Recipients for Noncompliance. — The Office of State Budget and Management, after consultation with the administering State agency, shall have the power to suspend disbursement of grant funds to grantees or subgrantees, to prevent further use of grant funds already disbursed, and to recover grant funds already disbursed for noncompliance with rules adopted pursuant to subsection (d) of this section. If the grant funds are a pass-through of funds granted by an agency of the United States, then the Office of State Budget and Management must consult with the granting agency of the United States and the State agency that is the recipient of the pass-through funds prior to taking the actions authorized by this subsection.

Rural Transformation Grant Fund, Grant Agreement
Rural Downtown Transformation Grant
Downtown Revitalization
Attachment A: Notice of Certain Reporting & Audit Requirements

Contract Agreement Grant Number: SA-0302
Assistance Listing Number: 21.027
Federal Award ID Number: SLFRP0129
Federal Award Date: 5/18/2021

- f1) Return of Grant Funds. — Except as otherwise required by federal law, a grantee or subgrantee shall return to the State all affected grant funds and interest earned on those funds if any of the following occurs:
1. The funds are in the possession or control of a grantee and are not expended, made subject to an encumbrance, or disbursed to a subgrantee by August 31 immediately following the fiscal year in which the funds are appropriated by the General Assembly, or a different period set forth in the terms of the applicable appropriation or federal grant.
 2. The funds remain unexpended at the time that the grantee or subgrantee dissolves, ceases operations, or otherwise indicates that it does not intend to spend the funds.
 3. The Office of State Budget and Management seeks to recover the funds pursuant to subsection (f) of this section.
- f2) Use of Returned Grant Funds. — Encumbered funds returned to the State pursuant to subsection (f1) of this section by a grantee or subgrantee shall upon appropriation by the General Assembly be spent in accordance with the terms of the encumbrance. All other funds returned to the State by a grantee or subgrantee pursuant to subsection (f1) of this section shall be credited to the fund from which they were appropriated and shall remain unexpended and unencumbered until appropriated by the General Assembly. Nothing in this section shall be construed to authorize an expenditure pursuant to an unlawful encumbrance or in a manner that would violate the terms of the appropriation of the grant funds at issue.
- g) Audit Oversight. — The State Auditor has audit oversight, with respect to grant funds received by the grantee or subgrantee, pursuant to Article 5A of Chapter 147 of the General Statutes, of every grantee or subgrantee that receives, uses, or expends grant funds. A grantee or subgrantee shall, upon request, furnish to the State Auditor for audit all books, records, and other information necessary for the State Auditor to account fully for the use and expenditure of grant funds received by the grantee or subgrantee. The grantee or subgrantee shall furnish any additional financial or budgetary information requested by the State Auditor, including audit work papers in the possession of any auditor of a grantee or subgrantee directly related to the use and expenditure of grant funds. The grantee or subgrantee shall post conspicuously in its office the State Auditor's hotline telephone number, as described in G.S. 147-64.6B(a).
- h) Report on Grant Recipients That Failed to Comply. — The Office of State Budget and Management shall post online at regular intervals a list of all grantees or subgrantees that failed to comply with this section with respect to grant funds received in the prior fiscal year.
- i) State Agencies to Submit Grant List to Auditor. — No later than October 1 of each year, each State agency shall submit a list to the State Auditor, in the format prescribed by the State Auditor, of every grantee to which the agency disbursed grant funds in the prior fiscal year. The list shall include the amount disbursed to each grantee and other information as required by the State Auditor to comply with the requirements of this section.
- j) Use of Interest Earned on Grant Funds. — Except as otherwise required by federal law or the terms of a federal grant, interest earned on grant funds after receipt of the funds by a grantee or subgrantee shall be credited to the grantee or subgrantee and shall be used for the same purposes for which the grant or subgrant was made.

Rural Transformation Grant Fund, Grant Agreement
Rural Downtown Transformation Grant
Downtown Revitalization
Attachment A: Notice of Certain Reporting & Audit Requirements

Contract Agreement Grant Number: SA-0302
Assistance Listing Number: 21.027
Federal Award ID Number: SLFRP0129
Federal Award Date: 5/18/2021

- k) Reporting by Grantees and Subgrantees That Cease Operations. — A grantee or subgrantee that intends to dissolve or cease operations shall report that decision in writing to the Office of State Budget and Management and to the Fiscal Research Division at least 30 days prior to taking that action.

§ 143C-10-1. Offenses for violation of Chapter.

- a) Class 1 misdemeanor. – It is a Class 1 misdemeanor for a person to knowingly and willfully do any one or more of the following:
 - 1. Withdraw funds from the State treasury for any purpose not authorized by an act of appropriation.
 - 2. Approve any fraudulent, erroneous, or otherwise invalid claim or bill to be paid from an appropriation.
 - 3. Make a written statement, give a certificate, issue a report, or utter a document required by this Chapter, any portion of which is false.
 - 4. Fail or refuse to perform a duty imposed by this Chapter.
- b) Class A1 misdemeanor. – It is a Class A1 misdemeanor for a person to make a false statement in violation of G.S. 143C-6-23(c).
- c) Forfeiture of Office or Employment. – An appointed officer or employee of the State or an officer or employee of a political subdivision of the State, whether elected or appointed, forfeits his office or employment upon conviction of an offense under this section. An elected officer of the State is subject to impeachment for committing any of the offenses specified in this section. (2006-203, s. 3.)

09 NCAC Subchapter 3M.0205 REPORTING REQUIREMENTS

- a) There are three reporting levels established for recipients and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources.

The reporting levels are:

- 1. Level I – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
 - 2. Level II - A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
 - 3. Level III – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.
- b) Agencies shall establish reporting requirements for recipients that meet the following reporting standards on an annual basis:

Rural Transformation Grant Fund, Grant Agreement
Rural Downtown Transformation Grant
Downtown Revitalization
Attachment A: Notice of Certain Reporting & Audit Requirements

Contract Agreement Grant Number: SA-0302
Assistance Listing Number: 21.027
Federal Award ID Number: SLFRP0129
Federal Award Date: 5/18/2021

1. All recipients and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.
 2. All recipients and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
 3. Level II and III recipients and subrecipients shall report on activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 4. Level III recipients and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.
- c) All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine months after the end of the recipient's fiscal year.
- d) Agency-established reporting requirements to meet the standards set forth in Paragraph (b) of 9 N.C.A.C. 3M.0205 shall be specified in each recipient's contract.
- e) Unless prohibited by law, the costs of audits made in accordance with the provisions of 9 N.C.A.C. 3M.0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
- f) Notwithstanding the provisions of 9 N.C.A.C. 3M.0205, a recipient may satisfy the reporting requirements of Subparagraph (b)(4) of this Rule by submitting a copy of the report required under federal law with respect to the same funds.

Rural Transformation Grant Fund, Grant Agreement
Rural Downtown Transformation Grant
Downtown Revitalization
Attachment B: State Grant Certification – No Overdue Tax Debts

Contract Agreement Grant Number: SA-0302
Assistance Listing Number: 21.027
Federal Award ID Number: SLFRP0129
Federal Award Date: 5/18/2021

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the Town of Boiling Springs does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1

Sworn Statement:

Daniel Thomas being duly sworn, say that we are the Chief Elected Official respectively, of
Town of Boiling Springs of Shelby in the State of
North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Chief Elected Official

If there are any questions, please contact the North Carolina Office of State Budget and Management:
Mark Bondo @ (919) 807-4710

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no

programmatic involvement with the grantee or subgrantee during the performance of the grant.

- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.
- (17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(4): A non-State entity that receives State funds as a grant from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting

Rural Transformation Grant Fund, Grant Agreement
Rural Downtown Transformation Grant
Downtown Revitalization
Attachment C: General Terms and Conditions

Contract Agreement Grant Number: SA-0302
Assistance Listing Number: 21.027
Federal Award ID Number: SLFRP0129
Federal Award Date: 5/18/2021

requirements of the Local Government Commission.

(18)"Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Indemnity and Insurance

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Contract.

Subcontracting and Subgranting: Any subcontracts or subgrants entered into by the Grantee with grant funds shall be subject to all conditions of this Contract. Payment of all subcontractors and subgrantees shall be the sole responsibility of the Grantee, and the Agency shall not be obligated to pay for any work performed by any subcontractor or subgrantee. The Grantee shall be responsible for the performance of all subcontractors and subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract as a result of entering into subcontracts or subgrants. Additionally, if said Grantee subgrants any grant funds pursuant to this Contract, the Grantee shall submit a copy of its policies and/or procedures for monitoring subgrantees to the Agency.

Insurance: During the term of the contract, the Grantee at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee shall provide and maintain the following coverage and limits:

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee

Rural Transformation Grant Fund, Grant Agreement
Rural Downtown Transformation Grant
Downtown Revitalization
Attachment C: General Terms and Conditions

Contract Agreement Grant Number: SA-0302
Assistance Listing Number: 21.027
Federal Award ID Number: SLFRP0129
Federal Award Date: 5/18/2021

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this Contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days' notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall comply with all federal and State laws relating to equal employment opportunity.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. 147-

Rural Transformation Grant Fund, Grant Agreement
Rural Downtown Transformation Grant
Downtown Revitalization
Attachment C: General Terms and Conditions

Contract Agreement Grant Number: SA-0302
Assistance Listing Number: 21.027
Federal Award ID Number: SLFRP0129
Federal Award Date: 5/18/2021

64.7. Additionally, as the State funding authority, the Agency and the Treasury, as the Federal funding authority, shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Certification Regarding Collection of Taxes: N.C.G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee certifies that it and all of its affiliates (if any) collect all required taxes.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Rural Transformation Grant Fund, Grant Agreement
Rural Downtown Transformation Grant
Downtown Revitalization
Attachment D: Federal Funding Accounting and
Transparency Act (FFATA)

Contract Agreement Grant Number: SA-0302
Assistance Listing Number: 21.027
Federal Award ID Number: SLFRP0129
Federal Award Date: 5/18/2021

Attachment D: Federal Funding Accounting and Transparency Act (FFATA)

The State of North Carolina must report into the FFATA Subaward Reporting System which captures and report subawards and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements.

Town of Boiling Springs

Unique Entity Identifier Number (UEIN): LHSBGS9Q9D81

Zip Code: 28150

Question 1: In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a UEI number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Question 2: Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this specific CCR record, represented by a UEI number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?