



Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

September 17, 2026

Ms. Caitlyn Gendusa, Sustainability Manager
City of Hendersonville
305 Williams St.
Hendersonville, NC 28792

NOTIFICATION OF FUNDING OFFER

Dear Ms. Gendusa,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services (the "Department"), I am pleased to inform you that \$259,619.20 for your project, *City of Hendersonville Urban Forest Assessment and Management Plan*, was approved under the federal Cooperative Forestry Assistance Act of 1978, Public Law 118-158 American Relief Act 2025.

Pursuant to the foregoing, this letter constitutes the Department's notification of a funding offer to you. Enclosed are two (2) original contract packets, including all specific forms and attachments (each, individually, a "Contract Packet" and, collectively, the "Contract Packets"). You must complete and return each Contract Packet to the Department at the address provided below. Prior to doing so, please ensure that each of the Contract Packets has been signed, dated, and notarized (if applicable). By completing and returning both Contract Packets, you agree to the specific stipulations, general terms and conditions, and all specific reporting requirements. Please return the two completed Contract Packets to:

Directly to Ag Building (UPS / FEDEX)	USPS Mail
Sarah Hollis Community Forestry Coordinator	Sarah Hollis Community Forestry Coordinator
N.C. Forest Service – U&CF Program 512 N. Salisbury Street, 10 th Floor Raleigh, North Carolina 27604	N.C. Forest Service – U&CF Program 1616 Mail Service Center Raleigh, North Carolina 27699

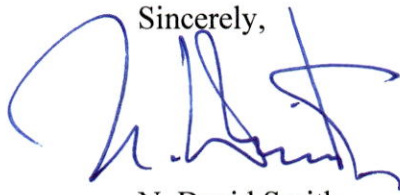
All authorized representative signatures shall be in blue or black ink. Please use the *Contract Check Off List* to ensure all attachments are included and are in the correct order for each Contract Packet. Time is of the essence with respect to your acceptance of this offer. Your acceptance **must** be in writing and returned expeditiously.

Once each Contract Packet has been fully executed by **all** required Parties (each fully executed Contract Packet, individually, a "Grant Contract" and, collectively, the "Grant Contracts"), one original Grant Contract will be returned to you for your official records. No execution, acceptance, or completion of

either or both of the Contract Packets shall be presumed in absence of your receipt of a fully executed original Grant Contract. This includes all authorized representative signatures from **all** parties. Your failure to receive a fully executed original Grant Contract shall constitute notice that the Contract Packets have **not** been complete and are not legally binding. You shall not take any action in reliance upon this letter, the enclosed documents, or a Contract Packet that has not been fully executed by all required parties, and no action taken by you in reliance upon any of the foregoing shall be binding.

If you have any questions about your Contract Packets or any of the forms enclosed with this letter, please call Sarah Hollis at 919-857-4841 or feel free to send an email to sarah.hollis@ncagr.gov.

I would like to take this opportunity to personally thank you for participating in the Urban and Community Forestry Financial Assistance Program.

Sincerely,


N. David Smith
Chief Deputy Commissioner

Enclosures



Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

GRANTEE DOCUMENT CHECK OFF LIST

INSTRUCTIONS:

- 1) Circle the "Yes" boxes in the left column (**Grantee**) for the document titles being returned with the two (2) signed, dated, and notarized copies of the agreement, with signatures in blue or black ink.
- 2) Be sure to include all the other documents specified in your agreement package.
- 3) If "No" has been checked off for you, that document is not required for this grant program or project.

Grantee Name: City of Hendersonville

Project Title: City of Hendersonville Urban Forest Assessment and Management Plan

Contract Number: 25-055-4002

Grantee <i>Circle One Box</i>		Document Title	Division <i>Attached or On File</i>		Grants Office <i>Attached or On File</i>	
Yes	No	Contractual "Check Off List for Grantee"	Yes	No	Yes	No
Yes	No	Contract Cover (To be signed, dated, and notarized)	Yes	No	Yes	No
Yes	No	Attachment A <i>General Terms and Conditions</i>	Yes	No	Yes	No
Yes	No	Attachment B <i>Scope of Work (includes Timeline and Line Item Budget)</i>	Yes	No	Yes	No
Yes	No	Attachment C <i>Certification of No Overdue Taxes</i>	Yes	No	Yes	No
Yes	No	Attachment D <i>Certifications and Assurances Section</i>	Yes	No	Yes	No
Yes	No	Attachment E <i>Conflict of Interest Policy Certification Form And Current Conflict of Interest Policy</i>	Yes	No	Yes	No
Yes	No	Attachment F <i>NC Openbook Supplemental Information</i>	Yes	No	Yes	No
Yes	No	Attachment G <i>IRS Federal Tax-Exempt Letter and 501(c) Certification Form</i>	Yes	No	Yes	No
Yes	No	Attachment H <i>FFATA Data Reporting Requirements (Only if contract is over \$30,000)</i>	Yes	No	Yes	No
Yes	No	Attachment I <i>Federal Regulations</i>	Yes	No	Yes	No
Yes	No	Attachment J <i>Reporting and Request for Payment Forms</i>	Yes	No	Yes	No
Yes	No	Attachment Z <i>Closeout Procedures</i>	Yes	No	Yes	No



Steve Troxler
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North Carolina Department of Agriculture and Consumer Services

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Chief Deputy Commissioner

Federal Grant Award Pass Through Requirements **This Grant Is a Subaward of a Federal Grant**

Contract Number:25-055-4002

- a) Federal Award Identification Number: 25-DG-11083137-009
- b) Federal Award Date (*date signed by federal authorizing official*): 7/9/25
- c) Total Amount of Federal Award to NCDA&CS: \$63,653,283
- d) Name of Federal Awarding Agency: USDA Forest Service
CFDA(ALN) Number: 10.664
- e) CFDA(ALN) Program Name: Cooperative Forestry Assistance
- f) Indirect Cost Rate for Federal Award: 32.11%
- g) Awarding Agency Name: N.C. Department of Agriculture and Consumer Services
- h) Awarding Official Name: N. David Smith
- i) Awarding Official Contact Info: 2 West Edenton St., Raleigh, NC 27601
- j) Subrecipient Name (must match UEI name): City of Hendersonville
- k) Subrecipient UEI Number: PNGBNJ8ALA81
- Subaward Period of Performance:
 - a. Start Date: October 1, 2026
 - b. End Date: September 30, 2028
- l) Amount of Federal Funds Obligated to Subrecipient by This Action: \$259,619.20
- m) Total Amount of Federal Funds Obligated to Subrecipient by the Agency: \$259,619.20
- n) Subaward Project Title: *City of Hendersonville Urban Forest Assessment and Management Plan*
- o) Award is R&D: No
- p) All Requirements:
 - a. Attachment B Scope of Work
 - b. Attachment A Terms and Conditions
 - c. Federal Statutes and Regulations
- q) Additional Requirements:
 - a. Required Financial Reporting
 - b. Required Programmatic Reporting
- r) Subrecipient Indirect Cost Rate (or 20% de minimis): N/a
- s) Access to Subrecipient's Records and Financial Statements:
 - a. See Agreement General Terms and Conditions
- t) Terms and Conditions of Closeout of Subaward: See Code of Federal Regulations Title 2, Subtitle A, Chapter II §200.343-5
- u) Risk Evaluation Complete: Yes
- v) Specific Conditions, if any: None.
- w) Subrecipient's Cumulative Prior Year Federal Expenditures > \$1,000,000: Yes
- x) Audit verified? Yes
- y) Debarred Vendor List Verification: Yes
- z) OSBM Suspension of Funding List Verification: Yes

STATE OF NORTH CAROLINA
COUNTY OF WAKE



North Carolina Department of Agriculture and Consumer Services
North Carolina Forest Service Division

City of Hendersonville - Government

Contract Number: 25-055-4002

This Contract is hereby entered, by and between, the **North Carolina Department of Agriculture and Consumer Services, North Carolina Forest Service Division**, (the "Agency") and the **City of Hendersonville**, (the "Grantee"), and referred to collectively as the "Parties." The awarding of grant funds is subject to allocation and appropriation of funds to the Agency for the purposes set forth in this contract.

The Grantee's federal tax identification number is 56-6001242.

The Grantee's fiscal year ends on June 30.

The Grantee's legal address is 318 Fourth Avenue East, Hendersonville, NC 28792

The Grantee is legally located in Henderson County, District 14.

Its remittance address is: 318 Fourth Avenue East, Hendersonville, NC 28792

The Grantee's project title is: City of Hendersonville Urban Forest Assessment and Management Plan

The Contract's purpose is to educate and engage the community through the completion of a public tree inventory, tree canopy cover assessment and the development of an urban forest management plan to guide Hendersonville's future urban forest management efforts.

This Contract is Federally funded by Cooperative Forestry Assistance Act of 1978, Public Law 118-158 American Relief Act 2025.

CFDA/ALN Number (*if applicable*): 10.664

CFDA/ALN Program Name (*if applicable*): Inflation Reduction Act, Urban & Community Forestry Program

NCFS Account Coding:

	BF	Acct	AMU	Program	FS	Interfund	Project	Future	Future	Future
1000	101339	56400037	0000000	0000000	0000	000000	10G0431125	0000	000000	00000

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name:

1. This Contract
2. Attachment A: General Terms and Conditions
3. Attachment B: Scope of Work (including Timeline, Line-Item Budget and Budget Narrative)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. FFATA Data Reporting Requirements (for contracts greater than \$30,000) (Attachment F)
8. Federal Regulations (Attachment G)

These documents constitute the entire Contract Packet between the Parties and supersede all prior oral or written statements or Contracts.

I. 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.

II. Effective Period:

This Contract shall be effective on **October 1, 2026**, and shall terminate on **September 30, 2028**.

- (1) The Parties agree to maintain all pertinent records and documents for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.
- (2) The Parties may terminate this Contract by mutual consent with 60 days' notice to the other party, or as otherwise provided by law.
- (3) The Parties agree upon termination of this Contract any unexpended grant funds will revert to the Agency.

III. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

If Delivered by US Postal Service	If Delivered by Any Other Means
Name and Title: Sarah Hollis, Community Forestry Coordinator Address: North Carolina Forest Service 1616 Mail Service Center Raleigh, NC 27699-1600 Telephone: 919-857-4841 Email: sarah.hollis@ncagr.gov	Name and Title: Sarah Hollis, Community Forestry Coordinator Address: North Carolina Forest Service 512 N. Salisbury Street, 10 th Floor, Raleigh, North Carolina 27604 Telephone: 919-857-4841 Email: sarah.hollis@ncagr.gov

For the Grantee:

Grantee Contract Administrator	Additional Grantee Contract Administrator
Name and Title: Caitlyn Gendusa, Sustainability Manager Address: PO Box 1810, Wilmington, NC 28402 Telephone: 910-765-0593 Email: sally.thigpen@wilmingtonnc.gov	None.

IV. Grantee's Duties:

The Grantee shall:

- (1) Provide the goals, objectives, services, expected results, and itemized budget in *Attachment B: Scope of Work* prior to any fund disbursement.
- (2) Make available all reports and records for inspection by the awarding agency, the Office of State Budget and Management, and the Office of the State Auditor for oversight, monitoring, and evaluation purposes.
- (3) Be required to maintain compliance with the requirements set forth in CFR Title 2, Part 200 and 09 NCAC 03M .0703(14), including audit oversight by the Office of the State Auditor, access to the accounting records by both the funding entity and the Office of the State Auditor, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- (4) Ensure that subrecipients comply with all reporting requirements established by this Subchapter and their contract and report to the appropriate disbursing entity, if applicable.
 - a. The Grantee or its subrecipient(s) is not relieved of any of the duties and responsibilities of the original Contract.
 - b. The Grantee and/or any subrecipient agree to abide by the standards contained in CFR Title 2, Part 200 and 09 NCAC 03M .0703(15) and to provide information in its possession that is needed by the recipient to comply with these standards.
- (5) Have the option to request in writing to the Office of State Budget and Management to be removed from the Suspension of Funding List if they believe they have been suspended in error. Once removed from the Suspension of Funding List, the recipient is eligible for current and future grants.

V. 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 \$259,619.20.

This amount consists of \$259,619.20 in Cooperative Forestry Assistance funds.

There are no matching requirements from the Grantee.

The total Contract amount is \$259,619.20.

VI. Conflict of Interest Policy:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). The Grantee is not required to file a *Conflict of Interest Policy* with the Agency prior to disbursement of funds.

VII. Statement of No Overdue Tax Debts:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). The Grantee is not required to file a *Statement of No Overdue Tax Debts* with the Agency prior to disbursement of funds.

VIII. Reporting Requirements:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-Part 3. The Grantee is not subject to the State reporting requirements.

Agency-Established Reporting Requirements:

- (1) Programmatic: Grantees shall submit Progress Reports and proof of Accomplished Deliverables in accordance with the accomplishment reporting terms detailed in the Scope of Work (Attachment B). Grantee shall submit a Final Performance Report that displays how the programmatic assistance received or held was used for the purposes for which it was awarded as detailed in Attachment B within 30 days after the expiration of the contract term.
- (2) Financial: Grantees shall submit Requests for Reimbursement in accordance with the payment terms detailed in the Scope of Work (Attachment B). Grantee shall submit a Final Request for Reimbursement not later than 30 days after the expiration or termination of this Contract.

Federal Reporting Requirements:

- (1) FFATA: Congress passed the Federal Funding Accountability & Transparency Act (FFATA) in 2006 with the objective to promote open government by enhancing the federal government's accountability for its stewardship of public resources. The Grantee shall complete the FFATA Data Reporting Requirements, Attachment L, and if applicable, register in the Central Contractor Registration Database at <https://www.sam.gov>. **This applies to federal awards of \$30,000 and over.**
- (2) CFR Title 2, Part 200: Any Grantee that receives \$1,000,000 or more in federal awards during its fiscal year from any source, including federal funds passed through the State or other grantors, must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's CFR Title 2, Part 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports must be uploaded to the website for the Federal Audit Clearinghouse (FAC). Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- (3) Grantees that receive less than \$1,000,000 in federal funds during its fiscal year from any source, are exempt from federal audit requirements for that year, except as noted in Subpart F Audit Requirements, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

IX. Payment Provisions

Upon execution of this Contract, the Grantee shall submit to the Agency Contract Administrator a completed *Request for Payment/Reimbursement Package* which include invoices, reasoning, or any other pertinent documentation to support the request. All *Request for Payment/Reimbursement Packages* should be received no more than monthly, with a certified invoice(s) showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Payment shall be made within 30 days of Agency approval.

The Grantee shall expend funds in accordance with CFR Part 200 and N.C.G.S. § 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, in the Agency *Request for Payment/Reimbursement Package*. Eligible uses of income earned are:

- a) Expanding the project or program.

- b) Continuing the project or program after grant ends; or
- c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final *Request for Payment/Reimbursement Package*. All unexpended funds shall be returned to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the “State Budget Manual” ([NC OSBM State Budget Manual homepage](#)).

Indirect costs are allowable expenditures under this Contract.

X. Fraud, Waste and Abuse

Grantee, including its employees, contractors, agents, interns, or any subrecipients, shall report suspected fraud, waste and abuse activities related to any state employee, vendor or sub recipient of state funds or state resources.

There are three methods for reporting suspected fraud, waste or abuse (FWA). Grantee can report suspected FWA directly to the Agency’s Audit Services Division, to any member of the Agency’s management team, or through the FWA reporting website below.

N.C.G.S. §143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: [NCDACS Audit Services FWA Reporting Form](#)

Under no circumstances should an individual attempt to personally conduct investigations or interviews /interrogations related to any suspected FWA act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of suspected people but subsequently found innocent of wrongful conduct.

It is the Agency’s policy that employees/contractors/sub recipients/interns will not suffer retaliation or harassment for reporting in good faith any FWA concerns. The Agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be unsubstantiated.

XI. Supplementation of Expenditure of Public Funds

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State, and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall

be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XI. Outsourcing

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. The Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XII. Personal Identifying Information

N.C.G.S. §132-1.10(a-h) outlines the use and prohibition of the social security number and/or other personal identifying information for illegitimate or unlawful reasons. In execution of this Contract, you attest, for your entire organization, its employees, agents, and/or contractors, you will protect all social security numbers and/or other personal identifying information from illegitimate or unlawful usage according to applicable North Carolina General Statutes and Policies set forth.

XIII. Signature Warranty:

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

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract as an electronic original, each party will be provided with a fully executed copy via electronic mail. It is required by 09 NCAC 03M that each party retain a fully executed copy of this contract.

Grantee: City of Hendersonville

Signature of Authorized Representative	Date
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Printed Name	Title
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Witness:

Signature of Authorized Representative	Date
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Printed Name	Title
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**North Carolina Department of Agriculture and Consumer Services
Counter-Signature Authority**

Date:

N. David Smith
Chief Deputy Commissioner



Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

ATTACHMENT A: GENERAL TERMS AND CONDITIONS STATE, LOCAL, OR OTHER GOVERNMENT ENTITY

DEFINITIONS

Links to definitions are provided to meet the intent and requirements of *NC Administrative Rules 09 NCAC Admin Code 03M.0102*, and *the North Carolina General Statutes* 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 N.C.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.

ATTACHMENT A: GENERAL TERMS AND CONDITIONS GOVERNMENTAL ENTITY

- (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 Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Subgrantee" has the meaning in N.C.G.S. §143C-6-23(a)(3): a non-State entity that receives a grant of State funds 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.
- (18) "Unit of Local Government" has the meaning in N.C.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 N.C.G.S. §160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

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.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractors or subgrantees. The Grantee shall be responsible for the performance of all its subcontractors/subgrantees and shall not be relieved of any of the duties and responsibilities of 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 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.

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

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.

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.

INDEMNITY

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 to the extent permitted by law.

DEFAULT AND TERMINATION

Termination Without Cause: The Agency may terminate this contract without cause by giving 30 days written notice to the Grantee.

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

ATTACHMENT A: GENERAL TERMS AND CONDITIONS GOVERNMENTAL ENTITY

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.

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.

Executive Order 24: In accordance with Executive Order 24 issued by Governor Perdue and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. §133-32.

CONFIDENTIALITY

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Data Security: The Grantee shall adopt and apply data security standards and procedures that comply with all applicable Federal, State, and local laws, regulations, and rules.

Duty to Report: The Grantee shall report a suspected or confirmed security breach to the Agency's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Grantee shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the grantee is to notify the Agency Contract Administrator of any contact by the Federal Office for Civil Rights (OCR) received by the Grantee.

OVERSIGHT

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all

ATTACHMENT A: GENERAL TERMS AND CONDITIONS GOVERNMENTAL ENTITY

contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S 147-64.7. Additionally, as the State funding authority, the Agency shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: The Grantee and Agency agree to maintain all pertinent records and documentation for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

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.

Key Personnel: The Grantee shall not replace any of the key personnel assigned to the performance of this Contract without the prior written approval of the Agency. The term “key personnel” includes any and all persons identified as such in the Contract documents and any other persons subsequently identified as key personnel by the written agreement of the Parties.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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.

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

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.

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.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this Contract.

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.



Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

ATTACHMENT B: SCOPE OF WORK

I. ORGANIZATION:

- a) Organization Name: City of Hendersonville, N.C.
- b) Tax Identification #: 56-6001242
- c) Organizational Fiscal Year End: June 30
- d) EBS Award Number (All NonGov entities)
- e) Background Information:

Hendersonville, NC, known as 'The City of Four Seasons', is nestled in the Blue Ridge Mountains. In addition to its natural beauty, Hendersonville's charming downtown and rich agricultural and cultural heritage brings visitors near and far. Hendersonville has been a Tree City USA member for 35 years. Our Tree Board, founded during the same time, is dedicated to preserving and expanding our tree canopy and natural resources. Our Property Maintenance staff of 18 and contracted arborist maintains the landscaping and natural resources within the City. Current community forestry related programs include the Bradford Pear Bounty tree replacement, NeighborWoods, and Heritage Tree programs. Our Tree Board also maintains a list of approved landscape plants for developers, gardeners, and homeowners. Lastly, our Tree Ordinance, revised in 2024 is the guiding document for tree canopy maintenance on private property.

II. PROJECT INFORMATION:

Project Name: City of Hendersonville Urban Forest Assessment and Management Plan
Project Location: City of Hendersonville, N.C.

III. FUNDING INFORMATION:

- a) Source of funds: 101339 /10G0431125
- b) Amount: \$259,619.20

IV. Scope of Work:

- a) Need Statement

Hurricane Helene devastated the tree canopy in Hendersonville and across Western North Carolina, with over 800,000 acres of timberland impacted by 100 mph winds and saturated soils in 2024. While Hendersonville has slowly started to assess the impact on our tree canopy, a robust tree inventory is needed to accurately assess the condition of our trees, which will inform Hendersonville's long term tree management work. As a municipality with no full-time arborist on staff, recording tree health and maintenance is difficult to complete. Currently, the City's contracted forester as well as a few full-time staff members will inventory trees as they are able however; no complete assessment and inventory of City trees has been completed before. A tree inventory assessment is essential to assess the condition of Hendersonville's tree canopy post-Hurricane Helene. This will enable City staff to properly allocate the necessary resources to improve tree health and ensure our tree canopy is resilient. Furthermore, since the last tree

ATTACHMENT B: SCOPE OF WORK (Continued)

canopy assessment was completed in 2023, showing a 2% canopy decrease from 2014 to 2022, our current data is outdated and showing already a decline in tree canopy. Several planning documents adopted by our City Council call for the completion of an urban forestry management plan and/or tree canopy analysis including the Gen H Comprehensive Plan and Sustainability Strategic Plan.

A comprehensive tree inventory of public trees and tree canopy assessment of public and private land is needed to assess the current state of the urban forest, identify priority areas for maintenance and planting, engage residents, and inform the development of an urban forestry management plan.

b) **Goal, Objectives & Timeline:**

i) **Goal**

The community will be educated and engaged in the completion of a public tree inventory, tree canopy cover assessment and the development of an urban forest management plan to guide Hendersonville's future urban forest management efforts.

ii) **Objectives**

- (1) Urban forestry consulting contracts will be awarded by the end of quarter 2.
- (2) A complete tree inventory of public trees and a tree canopy cover assessment are completed by quarter 4.
- (3) An urban forest management plan is developed by the end of quarter 8.
- (4) The community has been educated and engaged in the completion of the project through to quarter 8.

Expected Results:

- Complete tree inventory of street trees and planting sites and public properties
- Tree canopy cover assessment
- Management plan
- The community is engaged and educated about the project throughout the project duration.

V. Payment:

a) **Payment terms:**

i) **Quarterly Request for Reimbursement.**

- (1) Quarterly reimbursement requests (RFRs) must be submitted within 20 days after the close of the quarter except for RFRs due in April, which must be submitted early for payment before the mandatory end-of-year state spending freeze. The final Request for Reimbursement will be due within 30 days of the end of the contract term.

(2) **Request for Reimbursement Schedule:**

(a) **Quarterly due by dates**

- (i) January 20, 2027
- (ii) April 5, 2027
- (iii) July 20, 2027
- (iv) October 20, 2027

ATTACHMENT B: SCOPE OF WORK (Continued)

- (v) January 20, 2028
- (vi) April 5, 2028
- (vii) July 20, 2028
- (b) Final due by date
 - (i) October 30, 2028

VI. Budget/Expenditures:

- i) Budget Time period: Contract term; Start: October 1, 2026, and End: September 30, 2028
- ii) Budget Detail: See attached Budget Worksheet.

VII. Reporting:

a) Performance:

i) Grant Contract Term Reporting

- (1) Performance will be monitored during the contract term through submissions of the following. Reporting forms and instructions can be found in the Contract Reporting section of the U&CF Financial Assistance Program specifications and resources page at https://ncforestservice.gov/Urban/urban_resources_and_specifications.htm.
- (2) Request for Reimbursement & Interim Progress Reports (RFRs)
- (3) Accomplishment Deliverables
 - (a) The grantee will submit the following accomplishment deliverables due each project quarter for an acceptance review. Failure to meet this schedule may result in termination of the grant contract. Definitions of these deliverables are attached. (Grant Contract Accomplishment Deliverables and Definitions).
 - (b) Quarter 1 – Ends 12/31/26
 - (i) Tree Inventory Specifications
 - (ii) Canopy Cover Assessment specifications
 - (iii) Management Plan Specifications
 - (iv) Outreach Product(s)
 - (v) Outreach Event(s)
 - (c) Quarter 2 – Ends 3/28/27
 - (i) Outreach Program Plan
 - (ii) Tree Inventory Contract
 - (iii) Canopy Cover Assessment Contract
 - (iv) Management Plan Contract
 - (d) Quarter 3 – Ends 6/30/27
 - (i) Outreach Product(s)
 - (ii) Outreach Event(s)
 - (e) Quarter 4 – Ends 9/30/27
 - (i) Tree inventory report
 - (ii) Canopy Cover Assessment report
 - (f) Quarter 5 – Ends 12/31/27
 - (i) Outreach Product(s)
 - (ii) Outreach Event(s)
 - (g) Quarter 6 – Ends 3/28/28
 - (i) No Deliverables Due.

ATTACHMENT B: SCOPE OF WORK (Continued)

- (h) Quarter 7 – Ends 6/30/28
 - (i) Outreach Product(s)
 - (ii) Outreach Event(s)
 - (i) Quarter 8 – Ends 9/30/28
 - (i) Final Management Plan document
 - ii) Final Reporting
 - (1) Accomplishment Measures
 - (a) Submission of the Grant Contract Accomplishment Measures Report
 - (b) Grantee's Accomplishment Measures
 - (i) # outreach events
 - (ii) # of outreach products
 - (iii) # of people reached
 - (iv) # trees inventoried
 - (v) # acres analyzed
 - (vi) # of volunteers (if applicable)
 - (vii) # of volunteer hours (if applicable)
 - (2) Final Report - Digital copy of a professionally published two-to-eight-page info-graphic style report with short narratives and graphics summarizing and celebrating the project. Sections to cover should include the following.
 - (a) Need/Challenge
 - (b) Goal
 - (c) Objectives
 - (d) Accomplishments noting measures
 - (e) Contribution of the project to enhance urban and community forestry in the community.
- b) Financial:
 - i) Requests for Reimbursement
 - (1) Instructions and required documentation can be found in the Contract Reporting section of the U&CF Financial Assistance Program specifications and resources page at https://www.ncforestservice.gov/Urban/urban_resources_and_specifications.htm.

VIII. Subgrants:

- a) Does the Recipient anticipate that it will subgrant or pass down any funds to another organization: No
- b) If yes, answer the following for each:
 - i) Name of Subrecipient:
 - ii) Program Name
 - iii) Amount to Subrecipient:

Regarding the information contained herein, I certify to the best of my knowledge and ability the annual budget has been approved by the Grantee's Chief Financial Officer, Chief Executive Officer, or Board Chairperson.

ATTACHMENT B: SCOPE OF WORK (Continued)

Signature _____

Printed Name _____

Title _____

Date _____

NCFS Financial Assistance Project Cost Share Budget

Date: 8/11/2026

Grantee Name:	City of Hendersonville, NC	RFA #	26-1		
Project Name:	City of Hendersonville Urban Forest Assessment and Management Plan	Funding Program:	HHR - 100% Reimburse, 15% Indirect		
NCFS/Grant Share					
Budget Item Category (select from dropdown)	Description (practice/activity to be completed)	# Units	Unit Cost	Cost	
Urban Forestry Consulting Services	Complete Tree Inventory Budget, Street trees & planting sites, public property/park trees, cost per tree	15340.0	\$6.50	\$99,710.00	
Urban Forestry Consulting Services	Tree Inventory Budget, 10% contingency	0.1	\$99,710.00	\$9,971.00	
Computer Software	Tree Inventory Management Software Budget, annual subscription per year	3.0	\$5,500.00	\$16,500.00	
Urban Forestry Consulting Services	Canopy Cover Assessment Budget	1.0	\$24,436.00	\$24,436.00	
Urban Forestry Consulting Services	Canopy Cover Assessment, 20% contingency	0.2	\$24,436.00	\$4,887.20	
Urban Forestry Consulting Services	Management Plan Budget	1.0	\$94,650.00	\$94,650.00	
Urban Forestry Consulting Services	Management Plan, 10% contingency	0.1	\$94,650.00	\$9,465.00	
				\$0.00	
Applicant Share - If applicable					
Budget Item Category (select from dropdown)	Description (practice/activity completed, vendor name, unit cost structure)	# Units	Unit Cost		Cost
	Not Applicable				\$0.00
				\$259,619.20	\$0.00
Subtotal				\$259,619.20	
Indirect % - Not requested.		0%	Indirect \$	\$0.00	
Total Project Cost				\$259,619.20	

Introduction

The following is a list for project accomplishment deliverables to be submitted to NCFS U&CF for review accordance with the schedule outlined in Scope of Work, Grant Contract Instructions and NCFS U&CF best management practices as detailed on our website and the following definitions.

- **Type of Review** - The definitions of the type of review to be completed are as follows.
 - **BMP Review** – deliverable requires a content review and approval by NCFS U&CF to ensure deliverable meets NCFS U&CF best management practices prior to publishing or completion of work activity.
 - **BMP Confirmation** – requires confirmation the deliverable was completed; content review is not required.

Accomplishment Deliverables List and Definitions

- **Outreach Program**
 - **Outreach program plan** – BMP Confirmation, copy of plan detailing the outreach products to be developed, outreach events and schedule
 - **Outreach product(s)** – BMP Review, final draft and final products
 - **Outreach event(s)** – BMP Review, copy of media promotion
- **Inventory & Assessment**
 - **Inventory**
 - **Tree Inventory Specifications** - BMP Review, copy of tree inventory specifications to be utilized by a contractor prior to bid or staff to complete the tree inventory.
 - **Tree Inventory Contract**– BMP Confirmation, qualifications of awarded service provider and the fee schedule
 - **Tree inventory report** – BMP Confirmation, copy of the final tree inventory report and data
 - **Canopy Cover Assessment**
 - **Canopy Cover Assessment specifications**- BMP Review, copy of tree inventory specifications to be utilized by a contractor prior to bid or staff to complete the tree inventory.
 - **Canopy Cover Assessment Contract**– BMP Confirmation, qualifications of awarded service provider and the fee schedule
 - **Canopy Cover Assessment report** – BMP Confirmation, copy of the final report and data
- **Management Plan**

26-1 CMC01 Hendersonville

Grant Contract Accomplishment Contract Deliverables

- Management Plan Specifications - BMP Review, copy of specifications to be utilized to bid for services to develop the management plan.
 - Management Plan Contract - BMP Confirmation, qualifications of awarded service provider and the fee schedule
 - Final Management Plan document - BMP Confirmation, copy of report
- Final Report
- Accomplishment Measures
 - # outreach events
 - # of outreach products
 - # of people reached
 - # trees inventoried
 - # acres analyzed
 - # of volunteers if applicable
 - # of volunteer hours if applicable



Steve Troxler
Commissioner

North Carolina Department of Agriculture and
Consumer Services

N. David Smith
Chief Deputy Commissioner

ATTACHMENT C: CERTIFICATION OF NO OVERDUE TAX DEBTS

Instructions: Copy this form (from Date of Certification through Notary) onto your business letterhead.

Please change the items in blue for your respective entity. Grantee should complete this certification form for all State funds received. The completed and signed form must be provided to the State agency funding the grant and attached to the contract (*Attachment C*). A copy of this form, along with the completed contract, should be maintained by all grant parties and available for review by the Office of State Budget and Management.

Date of Certification:

To: N. David Smith, Chief Deputy Commissioner

We certify that **Business Name** does not have any overdue tax debts at the Federal, State, or local level, as defined by North Carolina General Statute (N.C.G.S.) § 105-243.1. We further understand that any person making a false statement in violation of N.C.G.S. § 143C-6-23(c) is guilty of a criminal offense punishable as guided by N.C.G.S. § 143C-10-1(b).

Name of Authorizing Official and **Name of Second Authorizing Official**, being duly sworn that we are the **Authorizing Official Title** and **Second Authorizing Official Title**, respectively of **Business Name** of **Business County** in the State of North Carolina, and the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We acknowledge and comprehend any misuse of State funds will be reported to the appropriate authority for further action.

Authorizing Official Signature

Second Authorizing Official Signature

NOTARY

_____ County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she/they signed the foregoing document:

Date:

(Official Seal)

Official Signature of Notary

,Notary Public

Notary's printed or typed name

My commission expires:



Steve Troxler
Commissioner

**North Carolina Department of Agriculture and
Consumer Services**

N. David Smith
Chief Deputy Commissioner

**ATTACHMENT D: CERTIFICATIONS AND ASSURANCES
GRANTEES WHO ARE INDIVIDUALS**

**CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT,
SUSPENSION AND DRUG-FREE WORKPLACE**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature on this form provides compliance with the certification requirements under Title 2 CFR Subtitle B Chapter IV Part 417 *Non-procurement Debarment and Suspension*, Title 2 CFR Subtitle B Chapter IV Part 418 *New Restrictions on Lobbying*, Title 2 CFR Subtitle B Chapter IV Part 421 *Requirements for Drug-Free Workplace (Financial Assistance)*, and Title 2 CFR Subtitle A Chapter I Part 180 *OMB Guidelines to Agencies on Governmentwide Department and Suspension*.

The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture and Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 USC 1352: *Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions* and implemented via Title 2 CFR Subtitle A Chapter I Part 180 *OMB Guidelines to Agencies on Governmentwide Department and Suspension*, for persons entering into a grant or cooperative agreement over \$100,000, as defined at Title 2 CFR Subtitle B Chapter IV §418.110 *Certification and Disclosure*, the applicant certifies to the best of their knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352: *Limitation on use of appropriated funds to influence certain*

ATTACHMENT D: CERTIFICATIONS AND ASSURANCES
GRANTEES WHO ARE INDIVIDUALS

Federal contracting and financial transactions. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. NONPROCUREMENT, DEBARMENT, AND SUSPENSION

As required by Executive Order 12549 *Debarment and Suspension of Participants in Federal Programs*, and implemented at Title 2 CFR Subtitle A Chapter I Part 180 *OMB Guidelines to Agencies on Governmentwide Department and Suspension*, and Title 2 CFR Subtitle B Chapter IV Part 417 *Non-procurement Debarment and Suspension* for prospective participants in primary covered transactions, as defined at Title 2 CFR Subtitle A Chapter I Subpart D §180.435 *What must I require of a primary tier participant?* and Title 2 CFR Subtitle B Chapter IV Subpart C §417.332 *What methods must I use to pass down requirements to participants in lower tier covered transactions with whom I intend to do business?*, the applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification
- d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default
- e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with Title 2 CFR Subtitle A Chapter I Part 180 *OMB Guidelines to Agencies on Governmentwide Department and Suspension* as supplemented by Title 2 CFR Subtitle B Chapter IV Part 417 Subpart C.

Where the applicant is unable to certify to any of the statements in this certification, he/she/they shall attach an explanation to this certification.

3b. DRUG-FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988 (41 USC Ch. 81: *Drug-Free Workplace*) and implemented via Title 2 CFR Subtitle A Chapter I Part 182 Subpart C *Requirements for Recipients Who Are Individuals*.

As a condition of the grant, I certify I will comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of Title 2 CFR Subtitle B Chapter IV Part 421 *Requirements for Drug-Free Workplace (Financial Assistance)* which adopts the Government-wide implementation (Title 2 CFR Subtitle A Chapter I Part 182) of the Drug-Free Workplace Act of 1988 (41 USC Ch. 81: *Drug-Free Workplace*) as published in Pub.L100-690 Title V §5152-5158 November 18, 1988 Stat. 4308.

ATTACHMENT D: CERTIFICATIONS AND ASSURANCES
GRANTEES WHO ARE INDIVIDUALS

I agree to notify the Agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten calendar days of the conviction. The notice shall include the identification number(s) of each affected grant.

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place of Performance		
Street Address		
Street Address Two		
City, State, Zip		

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief that the Grantee will comply with the above certifications.

Date:

Organization Name:

Signature of Authorized Representative

Printed Name of Authorized Representative

Title



Steve Troxler
Commissioner

**North Carolina Department of Agriculture
and Consumer Services**

N. David Smith
Chief Deputy Commissioner

ATTACHMENT E : CONFLICT OF INTEREST POLICY CERTIFICATION

Instructions: A copy of your Agency's current *Conflict of Interest Policy* must be attached to this completed form.

State of North Carolina

County of _____

This form is to certify that our organization's *Conflict of Interest Policy* is current.

The *Conflict of Interest Policy*'s effective date is _____.
(mo/day/yr)

The *Conflict of Interest Policy*'s approved or adopted date is _____.
(mo/day/yr)

The policy was approved by:

- ☐ Owner
☐ Board of Directors
☐ Other _____

A copy of our Conflict of Interest Policy is attached. (YES / NO)
{Please circle one}

Signature

Date

Printed Name

Title

ATTACHMENT F: NC OPENBOOK SUPPLEMENTAL INFORMATION

INSTRUCTIONS: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

PURPOSE: In January 2009, Executive Order 4 was signed by the Governor of North Carolina. This Executive Order requires certain information be collected from Grantees to enhance accountability and transparency of State funds. Therefore, the information outlined below shall be submitted prior to the disbursement of any State funds by the North Carolina Department of Agriculture and Consumer Services.

Contract Number: _____ Amendment Number: _____
Grantee Name: _____
UEI Number: _____
Tax ID Number: _____
Fiscal Year End: _____

1. Brief Description and Background/History of your Organization.

Items to include are the number of years in existence, number of employees, mission and goals of your organization.

2. Current project timeline. Begin _____ End _____

3. Expected outcomes and specific deliverables.

EXPECTED OUTCOMES AND SPECIFIC DELIVERABLES

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)

4. The Grantee's WEB URL: _____

5. * Primary County of Performance. County Name: _____
(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED) Congressional District #: _____

6. **County of Benefit: Single County: ☐ Yes ☐ No County Name: _____
Statewide: ☐ Yes ☐ No
Regional: ☐ Yes ☐ No

7. If the answer to question number 6 is "Regional", list the counties receiving benefit.

**Primary County of Performance: County in which grantee is located.*

***County of Benefit: Identified county or counties in which funding will be spent and/or food commodities will be received.*



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

**ATTACHMENT G : IRS FEDERAL TAX-EXEMPT LETTER AND
501(C) CERTIFICATION FORM EXAMPLES**

INSTRUCTIONS: The following items are provided for informational use only. The Grantee must replace this attachment with a copy of their IRS Federal Tax Exemption Letter and 501(c) Certification Letter.

 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248574155
Apr. 20, 2011 LTR 4168C E0
000000 00
00016046
BODC: TE

032072

Employer Identification Number: [REDACTED]
Person to Contact: [REDACTED]
Toll Free Telephone Number: [REDACTED]

Dear Taxpayer:

This is in response to your Apr. 11, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in August 1963.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

**ATTACHMENT G : IRS FEDERAL TAX-EXEMPT LETTER AND
501(C) CERTIFICATION FORM EXAMPLES**



**Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities**
P.O. Box 2508
Cincinnati, OH 45201

DESTIEL
5900 BALCONES DRIVE STE 8341
AUSTIN, TX 78731

Date:
10/30/2023
Employer ID number:
93-2727850
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
August 04, 2023
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053683010723

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

Federal Funding Accountability and Transparency Act (FFATA)

Data Reporting Requirements

GRANTEE: This form only needs to be filled out if your grant award is above \$30,000 . Please review all three (3) sections below. * See the paragraph below for information on why this information is required.

SECTION 1: EXEMPTION FROM FFATA DATA REPORTING REQUIREMENT

Check the box below as applicable:

- ☐ Individual – defined as one who applies for or receives an award as a natural person (i.e. unrelated to any business or nonprofit organization he or she may own or operate in his or her name).
- ☐ Entity with a gross income, from all sources, of less than \$300,000 in the previous tax year.
- Entity is defined as:
 - Governmental organization, which is a State, local government, or Indian Tribe:
 - Foreign public entity.
 - Domestic or foreign nonprofit organization.
 - Domestic or foreign for-profit organization: and
 - Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- ☐ If the required reporting would disclose classified information.
- ☐ I do NOT meet any requirements listed above. (If you do NOT meet any of the requirements, strike through the signature box below, or if filling out electronically put N/A in each section).

If you have checked one of the boxes above, you are exempt from FFATA reporting, please fill out the information below and sign and date:

You can sign the following ways:

- Electronic Signature
- Original signature with blue or black ink

Entity Name: _____

Name of person filling out form: _____

Title: _____

Signature: _____

Date: _____

SECTION II: EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive:
 - a. 80% or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at [2 CFR 170.320](#)

AND

- b. \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act

☐

YES

☐

NO

If the answer to Question 1 is **"Yes,"** continue to Question 2. If the answer to Question 1 is **"No,"** move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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?

☐

YES

☐

NO

If the answer to Question 2 is **"Yes,"** move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is **"No"** FFATA reporting is required.

Directions for filling out the chart:

- Report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.
- "Executive" is defined as "officers, managing partners, or other employees in management positions" (defined in 2 CFR Ch. 1 Part 170 Appendix A)
- "Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:
 - Salary and bonus.
 - Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments

- Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans
- Above-market earnings on deferred compensation which is not tax-qualified.
- Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL
YEAR

(Date of Fiscal Year Completion (mm/dd/yyyy)): _____

Rank (Highest to Lowest)	Name	Title	Total Compensation
1			
2			
3			
4			
5			

SECTION III: ENTITIES REQUIRED TO PROVIDE FFATA DATA:

If your entity had a GROSS income from all sources of **OVER** \$300,000 in the previous tax year, or your Entity is not exempt from providing executive compensation, you are required to provide the following information. Please complete information requested below and follow Further Instructions as stated below:

Entity's Legal Name:

UEI Number of Entity: (If you have received one- please indicate if you have opened a validation case with SAM.gov and currently waiting assistance) :

SSN/EIN/ITIN:

Entity Location (Street Address, City/State/Zip Code):

County:

* The Federal Funding Accountability and Transparency Act (signed on September 26, 2006) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all federal spending awards, which is www.USASpending.gov. The Transparency Act prescribes specific pieces of information to be reported. The North Carolina Department of Agriculture and Consumer Services must provide certain data about its sub awards.

Federal Regulations and Contract Provisions

Uniform Grant Guidance (applies to all grants)

2 CFR Chapter I, and Chapter II Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Revised to **Uniform Guidance Title 2 Part 200** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, eff. 12/24/14.

Emergency Food Assistance (Administrative Costs)

10.568 2CL

7 CFR Part 251; refer to 7 CFR Part 250 for applicable provisions on USDA Foods handling.

Emergency Food Assistance (Food Commodities)

10.569 2CL

7 CFR Part 251; refer to 7 CFR Part 250 for applicable provisions on USDA Foods handling.

National School Lunch Program

10.555

Program regulations on operational requirements are codified at 7 CFR Parts 210, and 7 CFR 245 for free and reduced price meal eligibility.

Commodity Supplemental Food Program

10.565

7 CFR Part 247.

Special Crop Block Grant – Farm Bill

10.170

OMB Guidance for Grants Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 and 2 CFR 400 applies to this program. 2 CFR 200, Subpart E - Cost Principles applies to this program.

Additional information about the Specialty Crop Block Grant Program is available at www.ams.usda.gov/scbcp.

Additional information about the Specialty Crop Multi-State Program is available at www.ams.usda.gov/scmp.

Cooperative Forestry Assistance

10.664

Forest Service Manual- Titles 3000, 3100, 3200, 3300, 3400, 3500, 3600, 3700, 3800, and 3900 available in all Forest Service offices, and State Forestry agency offices. Grant regulations found at 2 CFR 200 as implemented and supplemented by USDA at 2 CFR 400.

Nonpoint Source Implementation Grants

66.460

Operational grant guidelines for FY 2013 Nonpoint Source Program and Grants Guidelines for States and Territories (Oct. 23, 2003). The guidelines can be found at <https://www.epa.gov/polluted-runoff-nonpoint-source-pollution/319-grant-historic-guidance>.

The revised guidelines published on April 12, 2013 apply for FY 2014 and beyond and can be found at <https://www.epa.gov/polluted-runoff-nonpoint-source-pollution/319-grant-current-guidance>.

Tribal grant information is posted at <http://www.epa.gov/nps/tribal>.

Basic and Applied Scientific Research

12.300

Department of Defense Grant and Agreement Regulations (DoDGARS) and refer to ONR website – <http://www.onr.navy.mil>

The Grantee agrees to abide by all applicable federal administrative and audit requirements, cost principles and program regulations.

The electronic code of federal regulation is available at the U.S. Government Printing Office's website, <http://www.ecfr.gov>. The Catalog of Federal Domestic Assistance is available at <https://www.cfda.gov>.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-

Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the

System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]



Steven W. Troxler
Commissioner

**North Carolina Department of Agriculture
and Consumer Services**
Budget and Finance Division

Shaundrelle Todd
Grants & Contracts

ATTACHMENT J: GRANT OUTCOMES AND ACCOMPLISHMENTS FINAL REPORT

North Carolina Department of Agriculture and Consumer Services is requesting a narrative of the final outcomes and accomplishments related to the funds provided to your agency.

ORGANIZATION NAME:

Outcomes and Accomplishments: *Please provide a detailed narrative regarding the impact the funds had on your agency. Details on the outcomes and accomplishments of the past year and how these funds were necessary to help you achieve these items should also be included in the narrative. Some questions to consider answering in the narrative:*

How did this funding help advance and expand your programs?

What was the final outcome for all of your goals and objectives as outlined in the scope of work?

Were there any additional outcomes not listed in the scope of work?

What is the most remarkable accomplishment/finding of your project?

I certify that funds referenced in this document were used in accordance with applicable laws and regulations; and the terms and conditions as stated in any contracts, agreements, or use of allocated funds between the State of North Carolina and the sub-recipient based on the information provided to the NC Department of Agriculture and Consumer Services.

Name and Title: _____

Signature: _____

Date: _____