Caldwell County
North Carolina
Board of Commissioners Meeting

May 12, 2025 at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

AGENDA

Call to Order ***Chairman Randy T. Church***

Public Comment Period

Invocation ***David Williams, Sleepy Hollow Bible Baptist Church***

Pledge of Allegiance ***Commissioner, Donnie Potter***

Agenda Amendments from the Board, Manager & Public

Agenda Items

1.	Presentation	Republic Services Information and Updates
2.	Presentation *Tommie Fite*	Foothills Medical Transport- IVC Patients
3.	Proclamation *Trevor Key*	Emergency Medical Services Week
4.	Proclamation *Beverly Ruppard*	Older Americans Month 2025
5.	Items for Decision *Wayne Rash*	Racetrack Ordinance Amendments- Second Reading
6.	Presentation *Wayne Rash*	2025/2026 Budget Recommendation
7.	Items for Decision *Emily McNeil*	Contract Extension with HDR

Consent

8.	Budget Revisions	Close Out Water Capital Projects
9.	Budget Revisions	Leased Assets
10.	Items for Decision	Attendance Updates to Minutes
11.	Items for Decision	Appointment of Teasua Oxendine to Community Advisory Committee

12. Items for Decision Surplus of EMS Assets

13. Items for Decision Approval to Advertise Part-Time Library Position

14. Items for Decision Approval to Advertise Emergency Services Position

15. Items for Decision Acceptance of Grant Funding for County Veterans Office

16. Items for Decision Trade-In of Sheriff's Office Vehicle

17. Items for Decision Approval to Advertise Tax Office Position

18. Items for Decision Appointment of Dr. Jason Chaffin to LEPC

19. Items for Decision Revision of Appointment Term for Richard Harwood

Closed Session

20. Items for Decision Economic Development Pursuant to NCGS 143-318.11 (a)(4)

Ashley Bolick

Adjourn

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Administration	

AGENDA ITEM # 1

Republic Services Information and Updates

BACKGROUND

Representatives from Republic Services will be in attendance to provide updates on the operations of Foothills Landfill and answer questions the Board may have.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Administration	Tommie Fite

AGENDA ITEM # 2

Foothills Medical Transport- IVC Patients

BACKGROUND

Tommie Fite will be in attendance to discuss the transportation of caldwell county involuntary mental commitment respondents by Foothills Medical Transit.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Emergency Services	Trevor Key

AGENDA ITEM # 3

Emergency Medical Services Week

BACKGROUND

A proclamation is being presented to honor Emergency Medical Services Week.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. EMS Week 2025 Proclamation

PROCLAMATION

04 -2025

EMERGENCY MEDICAL SERVICES WEEK 2025

To designate the Week of May 18-24, 2025, as Emergency Medical Services Week (EMS Week).

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services fills healthcare gaps by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week; now

THEREFORE, BE IT PROCLAIMED, that the Board of Commissioners of Caldwell County declares the week of May 18 - 24, 2025, as EMERGENCY MEDICAL SERVICES WEEK in Caldwell County, in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

Adopted this 12th day of May 2025.

_____

Randy Church, Chairman of the Board
Caldwell County Board of Commissioners

ATTEST:

_____

Abby Rich, NCCCC

County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	DSS	Beverly Ruppard

AGENDA ITEM # 4

Older Americans Month 2025

BACKGROUND

A Proclamation is being presented to honor Older Americans Month 2025.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Proclamation for Older Americans Month 2025



PROCLAMATION

05-2025

OLDER AMERICANS MONTH
MAY 2025

Whereas, each May, our nation celebrates Older Americans Month to honor the countless contributions older adults have made and continue to make in our communities, workplaces, and families; and

Whereas, older Americans embody the strength, wisdom, and perseverance that form the foundation of our society, having lived through and contributed to decades of progress and change; and

Whereas, these individuals continue to enrich our communities through volunteering, mentorship, civic engagement, and leadership, sharing their talents and life experiences across generations; and

Whereas, older adults have demonstrated remarkable strength and resilience in overcoming challenges and adversity, adapting to change, and embracing new opportunities to lead fulfilling and meaningful lives; and

Whereas, ensuring that older adults have access to supportive services, healthcare, affordable housing, transportation, and opportunities for social engagement is essential to fostering a society where people of all ages can thrive; and

Whereas, Older Americans Month provides an opportunity for individuals of all generations to reflect on the importance of inclusion, respect, and intergenerational connection in strengthening the social fabric of our communities;

Now, Therefore, **Be It Resolved** that the Caldwell County Board of Commissioners does hereby proclaim May 2025 as **Older Americans Month in Caldwell County** and urges every resident to take time during this month to acknowledge older adults and the people who serve them as influential and vital parts of our community.

Adopted this the 12th day of May 2025.

_____
Randy Church, Chairman
Caldwell County Board of Commissioners

_____
Abby Rich, County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Administration	Wayne Rash

AGENDA ITEM # 5

Racetrack Ordinance Amendments- Second Reading

BACKGROUND

This will be the second reading of the proposed amendments to the Racetrack Ordinance.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. RacetrackOrdinanceAmendment2025.V2 (2)

AMENDMENTS TO THE CALDWELL COUNTY ORDINANCE LIMITING TIMES OF OPERATIONS AT RACETRACKS AND DRAGSTRIPS

The Racetracks and Dragstrips Chapter of the Code of Caldwell County is hereby amended by altering Section 3(a), to read as follows:

"Hours of Operation. It shall be unlawful for any Person to operate, or to permit or allow any other Person to operate, any Race Vehicle, whether or not the Race Vehicle is engaged in speed competition with any other Race Vehicle, and including testing, practicing or otherwise running the motor of any Race Vehicle designed to engage in racing or speed competition on the premises of any Racetrack or Drag Strip in the County, except during the following times:

1. The months of February, March, April, May, June, July, August, September, and October, and the first 15 days in November; and

2. Thursdays, Fridays, and Saturdays; provided, however, no Racetrack or Drag Strip may operate on more than 2 of the permitted days in any one week; and

3. Between the hours of 12:00 pm and 9:00 pm on one of the 2 permitted days of operation each week, and between the hours of 10:00 am and 11:00 pm on the other permitted day of operation each week."

Additionally, The Racetracks and Dragstrips Chapter of the Code of Caldwell County is hereby amended by adding a new Section 3A, which reads as follows:

"Section 3A, Test and Tune Events Permitted

The owner and/or operator of any raceway, racetrack, or drag strips may schedule and operate "Test and Tune events" on Weekdays Monday through Thursday, between the hours of 10:00 a.m. and 4:00 p.m. in each calendar month. "Test and Tune event" means a race team bringing a car to the track, running laps, adjusting settings on the car, and then running more laps, with no racing, no crowd, and no money taken at the gate."

Enacted this the __ day of May, 2025.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Administration	Wayne Rash

AGENDA ITEM # 6

2025/2026 Budget Recommendation

BACKGROUND

Interim County Manager Wayne Rash will present the proposed budget for the 25/26 fiscal year.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Water	Emily McNeil

AGENDA ITEM # 7

Contract Extension with HDR

BACKGROUND

A contract extension with HDR is being requested for the Collettsville Tank Project. HDR is behind schedule, therefore the extension is needed to complete the project.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Caldwell County Western (Collettsville) Water Storage Tank Amendment No 4 - April 2025
2. Caldwell County Western (Collettsville) Water Storage Tank Fee Summary - Amendment 4

AMENDMENT NO. 4
TO THE
AGREEMENT
DATED DECEMBER 7, 2016
between
CALDWELL COUNTY, NORTH CAROLINA
and
HDR ENGINEERING, INC. OF THE CAROLINAS
for
PROFESSIONAL ENGINEERING SERVICES

THIS AMENDMENT NO. 4, dated as of _____, 2025, is hereby made to the AGREEMENT dated December 7, 2016, AMENDMENT NO. 1 dated March 25, 2019, AMENDMENT NO. 2 dated March 16, 2022, and AMENDMENT NO. 3 dated September 11, 2023, between Caldwell County ("OWNER"), with principal offices at 905 West Ave NW, Lenoir, North Carolina 28645, and HDR Engineering, Inc. of the Carolinas ("ENGINEER"), with principal offices at 555 Fayetteville Street, Suite 900, Raleigh, North Carolina 27601, for services in connection with the project known as the Design and Construction of Western Water Storage Tank Project ("Project").

The design of the 200,000-gallon elevated storage tank at the site on Abington and Rocky Roads provided under the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 has resulted in a project of longer duration for construction than anticipated. Also, the direct costs of providing engineering services have increased since Amendment No. 3 that addressed services related to the remaining level of effort to successfully complete this project.

In consideration of the mutual promises contained herein, the parties hereby agree to amend the AGREEMENT by including the following provisions:

SECTION I SCOPE OF SERVICES

In accordance with Exhibit A associated with the AGREEMENT dated December 7, 2016, AMENDMENT NO. 1 dated March 25, 2019, AMENDMENT NO. 2 dated March 16, 2022, and AMENDMENT NO. 3 dated September 11, 2023, the following task will be amended and is hereby incorporated into the AGREEMENT:

Task 500 – CONSTRUCTION ADMINSTRATION SERVICES

The task items remain unchanged; however, the Fee for this task is increased to provide continuing construction administration services for an additional four (4) months. The Fee for this task is also increased to cover the increased direct cost of providing engineering services.

Task 600 – PROJECT CLOSEOUT SERVICES

The task items remain unchanged; however, the Fee for this task is increased to cover the increased direct cost of providing engineering services.

:

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER agrees to mark their existing underground water line on Abington Road and provide as built information for this water line. The OWNER also agrees to provide information regarding the depth of the existing water main at the connection point for this project.

SECTION IV. COMPENSATION

Compensation for ENGINEER's services under this Amendment shall be on the basis of lump sum in the amount of $28,800. This compensation represents the additional costs associated with the changes included in this amendment and are broken down by task as follows:

Task Number		Additional Fee
500	Construction Administration Services	$ 26,400
600	Project Closeout Services	$ 2,400
	Amendment No. 4 Total	$ 28,800

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for the Scope of Services.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

Caldwell County
"OWNER"

BY: _____

NAME: Wayne Rash

TITLE: Interim County Manager

ADDRESS: 905 West Ave NW
Lenoir, NC 28645

HDR Engineering, Inc. of the Carolinas
"ENGINEER"

BY: _____

NAME: Jonathan Henderson

TITLE: Senior Vice President

ADDRESS: 555 Fayetteville St., Suite 900
Raleigh, NC 27601

Amendment 4 Fee Summary

Task	Original Agreement Fee	Amendment No. 1 Fee	New Total Fee After Amend. 1	Amendment No. 2 Fee	New Total Fee After Amend. 2	Amendment No. 3 Fee	New Total Fee After Amend. 3	Amendment No. 4 Fee	New Total Fee After Amend. 4	Amendment No. 1 Comments	Amendment No. 2 Comments	Amendment No. 3 Comments	Amendment No. 4 Comments
100	$ 5,900	$ 22,257	$ 28,157	$ -	$ 28,157	$ -	$ 28,157	$ -	$ 28,157		No change.	No change.	No change.
200	$ 82,800	$ 38,344	$ 121,144	$ 87,100	$ 208,244	$ -	$ 208,244	$ -	$ 208,244	Includes new survey and geotech costs.	Includes additional survey, additional geotech costs and redesign of site.	No change.	No change.
300	$ 6,300	$ 2,100	$ 8,400	$ 4,350	$ 12,750	$ -	$ 12,750	$ -	$ 12,750	Mainly change in rates	Update permit applications and obtain new or modified permits.	No change.	No change.
400	$ 6,300	$ 6,500	$ 12,800	$ 11,600	$ 24,400	$ 8,200	$ 32,600	$ -	$ 32,600	More work expected for bidding process for elevated storage tank	Repeat bidding steps for modified design.	Longer period for bid preparation, increased costs of supporting meetings and award process. ARAP documentation.	No change.
500	$ 25,200	$ 35,700	$ 60,900	$ -	$ 60,900	$ 53,200	$ 114,100	$ 26,400	$ 140,500		No change.	Larger and more complex scope of work, higher level of site engagment for stormwater controls, longer construction period, increased direct costs and rate adjustments since 2019.	Exntended construction duration, increased direct costs.
600	-	$ -	$ -	$ -	$ -	$ 16,100	$ 16,100	$ 2,400	$ 18,500	N.A.	N.A.	**New Task** for closeout, increased closeout effort for regulatory and ARPA requirements.	Increased direct costs.
Total	$ 126,500	$ 104,900	$ 231,400	$ 103,050	$ 334,450	$ 77,500	$ 411,950	$ 28,800	$ 440,750				

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Water	

AGENDA ITEM # 8

Close Out Water Capital Projects

BACKGROUND

The County pulled money from its water operations fund and moved it to the water capital project fund for three projects: Lakeview Park water line replacement, Kincaid Hill water line expansion, and the Draco RV park. Those projects are all completed. There is $539,758.53 of funds left in the three projects. This budget revision closes out the three projects and moves the remaining funds to the Water Booster Pumps capital project.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

No impact to the bottom line, this only moves funds from three old projects to one new one.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision close out Water Projects_0001

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

The following water projects are complete and have the following amounts of left over funds. Lakeview Park Line Extension $495,714.04, Kincaid Hill Line Replacement $14,044.49, Draco RV Park $30,000. This budget revision closes out all three projects and moves the remaining funds that total $539,758.53 into the Water Booster Pumps project.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount	Line Item #	Title	I/D		Amount
61.7126.459600.60117	Construction	D	$	495,714.04	61.7126.498400.60117	Intra Fund Xfr Out	I	$	495,714.04
61.7126.459600.60116	Construction	D	$	14,044.49	61.7126.498400.60116	Intra Fund Xfr Out	I	$	14,044.49
61.7126.459600.60118	Construction	D	$	160,000.00	61.7126.498400.60118	Intra Fund Xfr Out	I	$	30,000.00
					61.7126.310000.60118	Misc Revenue	D	$	130,000.00
61.7126.391008.60119	Intra Fund Xfr In	I	$	539,758.53	61.7126.459702.60119	Design Fees	I	$	539,758.53
Total				**1,209,517.06**	**Total**				**1,209,517.06**

Attachments (Yes or No): No

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			04/15/25		

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Finance	

AGENDA ITEM # 9

Leased Assets

BACKGROUND

GASB 87 requires governments to budget for leases as if they were purchases. This budget revision accomplishes this.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

There is no actual cash transaction that will take place as a result of this budget revision. Its sole function is compliance with GASB 87. There is therefore no cost to the county. The actual costs for the lease is incurred when the lease payments are made each month. Those are budgeted for separately.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision copier leases GASB 87 updated

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This budget revision recognized that asset and revenue source associated with the county's new copier lease and new computer lease. GASB 87 requires that counties recognise the leasesd asset and borrowing revenue associated with a lease as if it had purchased the leased items via a borrowing. No cash flow actually takes place but this is necessary for GASB compliance

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount	Line Item #	Title	I/D		Amount
10.9800.390003	Other Financing Sources Leases	I	$	828,541.00	10.9000.451002.4160	Leased Equipment	I	$	828,541.00
Total				**828,541.00**	**Total**				**828,541.00**

Attachments (Yes or No): No

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			04/29/25		

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Administration	

AGENDA ITEM # 10

Attendance Updates to Minutes

BACKGROUND

The attendance needs to be added to the minutes for April, July, November, and December 2024. Additionally, the attendance needs to be added to the minutes for January and February 2025. There are no changes to the substance of the minutes, only the addition of attendance below:

April:
Randy Church, Chairman
Mike LaBrose, Vice Chairman
Jeff Branch, Commissioner
Donnie Potter, Commissioner
Robbie Wilkie, Commissioner
David Lackey, County Attorney
Donald Duncan, County Manager
Abby Rich, County Clerk

July:
Randy Church, Chairman
Mike LaBrose, Vice Chairman
Jeff Branch, Commissioner
Donnie Potter, Commissioner
Robbie Wilkie, Commissioner
David Lackey, County Attorney
Donald Duncan, County Manager
Abby Rich, County Clerk

November:
Randy Church, Chairman
Jeff Branch, Commissioner
Donnie Potter, Commissioner
Robbie Wilkie, Commissioner
David Lackey, County Attorney
Donald Duncan, County Manager
Abby Rich, County Clerk

Absent: Mike LaBrose, Vice Chairman

December:
Randy Church, Chairman
Mike LaBrose, Vice Chairman
Jeff Branch, Commissioner
Donnie Potter, Commissioner
Patrick Starnes, Commissioner
David Lackey, County Attorney
Donald Duncan, County Manager
Abby Rich, County Clerk

January:
Randy Church, Chairman
Mike LaBrose, Vice Chairman
Jeff Branch, Commissioner
Donnie Potter, Commissioner
Patrick Starnes, Commissioner
Destin Hall, County Attorney
Donald Duncan, County Manager
Abby Rich, County Clerk

February:
Randy Church, Chairman
Mike LaBrose, Vice Chairman
Jeff Branch, Commissioner
Donnie Potter, Commissioner
Patrick Starnes, Commissioner
TJ Rohr, County Attorney
Donald Duncan, County Manager
Wayne Rash, Assistant County Manager
Abby Rich, County Clerk

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Administration	

AGENDA ITEM # 11

Appointment of Teasua Oxendine to Community Advisory Committee

BACKGROUND

The CAC is requesting for Teasua Oxendine to be appointed to its committee.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Emergency Services	

AGENDA ITEM # 12

Surplus of EMS Assets

BACKGROUND

EMS is requesting the surplus of a 2015 Freightliner M2-106 Chassis and 2015 Freightliner Chassis & Exellance Module. The standalone chassis is a MY2015 that has recently been replaced as a remount. This chassis has 280,600 miles and the chassis is inoperable. The 2015 Chassis & Module was purchased as a demo unit in 2018. The chassis has 186k miles and recurrent mechanical and electrical issues that continue to be costly. Current year's repairs are $10k. EMS is requesting both assets to be placed on GovDeals for bid.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Public Library	

AGENDA ITEM # 13

Approval to Advertise Part-Time Library Position

BACKGROUND

Permission to fill part-time Library Assistant position in Adult Services. Current employee is resigning effective May 31, 2025. Vacancy would impact coverage and service.

RECOMMENDED MOTION

Recommend approval.

BUDGET IMPACT

N/A - Existing budgeted position.

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Emergency Services	

AGENDA ITEM # 14

Approval to Advertise Emergency Services Position

BACKGROUND

EMS is requesting permission to advertise the vacant EMS Manager Position. This will allow time for advertising, recruitment, and interviews to fill the vacant position starting July 2025.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Veteran's Services	

AGENDA ITEM # 15

Acceptance of Grant Funding for County Veterans Office

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Veterans Grant Funding Agreement 2025



NCDMVA Grant Program for County Veterans Offices Contract Packet

North Carolina Department of Military and Veterans Affairs

Contract Packet Checklist

North Carolina Department of Military and Veterans Affairs (NCDMVA)
Grant Program for County Veterans Offices (GPCVO) Contract Packet Checklist

This checklist is intended to aid entities in completing the NCDMVA Grant Packet for this grant. Please contact the NCDMVA point of Grant Administrator listed in the grant packet regarding the contract or related documents.

- ☐ Contract
- ☐ Attachment A - General Terms and Conditions
- ☐ Attachment B - Scope of Work
- ☐ Attachment C - Budget
- ☐ Attachment D - Notice of Certain Reporting and Audit Requirements
- ☐ Attachment E - Certification of No Overdue Tax Debts
- ☐ Attachment G - Federal Certification Regarding Lobbying
- ☐ Attachment H - Accounting of Sate Financial Assistance less than $25,000
- ☐ Attachment J - State Grant Certification and Sworn Statement
- ☐ Taxpayer Identification Number and Certification (Form W-9)
- ☐ Letter of Tax Exemption, if applicable
- ☐ Conflict of Interest Policy

Contract

North Carolina Department of Military and Veterans Affairs

Grant Program for County Veterans Offices (GPCVO)

Contract # 2025-0012

This Contract is hereby entered by and between the North Carolina Department of Military and Veterans Affairs (referred to in the Contract Documents as the "Agency") and **Caldwell County** (referred to in the Contract Documents as the "Recipient"), (referred to collectively as the "Parties"). The Recipient's federal tax identification number is **56-6001967.**

1. **Contract Documents:** This Contract consists of the following documents:

   ☒ (1) This Contract
   ☒ (2) The General Terms and Conditions (Attachment A)
   ☒ (3) The Scope of Work; Purpose of Agreement and Project Implementation (Attachment B)
   ☒ (4) Budget; Cost of Project/Project Budget and Period of Performance (Attachment C)
   ☒ (5) Notice of Certain Reporting and Audit Requirements (Attachment D)
   ☒ (6) Certification of No Overdue Tax Debts (Attachment E)
   ☒ (7) Federal Certification Regarding Lobbying (Attachment G)
   ☒ (8) Accounting of State Financial Assistance Less Than $25,000 (Attachment H)
   ☒ (9) State Grant Certification and Sworn Statement (Attachment J)
   ☒ (10) Grant Application (on-file)

   These documents constitute the entire Contract between the Parties and supersede all prior oral or written statements or agreements made, communicated, negotiated or entered 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 the date executed and shall terminate on August 1, 2025, unless extended by the Agency. The **Period of Performance** for all expenditures shall extend from **March 3, 2025 to July 31, 2025** and the **final report must be submitted no later than August 1, 2025**. All submitted expenditures during the performance period must adhere to the terms of this Contract.

4. **Recipient's Duties:** The Recipient shall provide the services as described in this Contract and Attachment B and in accordance with the approved budget in Attachment C.

5. **Agency's Duties:** The Agency shall pay the Recipient in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Recipient under this Contract shall not exceed $ **18,288.97**. Specifically, Session Law 2023-134, Section 33.13 (a)(2) requires: A grant may be up to twenty thousand dollars ($20,000).

6. **Statement of No Overdue Tax Debts:** The Recipient's sworn written statement pursuant to N.C. Gen. Stat. § 143C-6-23(c), stating that the Recipient does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level, is attached as Attachment E. A person who makes a false statement in violation of this subsection can be found guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1. The Recipient acknowledges that the written statement must be completed by the Recipient's board of directors or other governing body and filed before the Agency may disburse the grant funds.

7. **Letter of Exempt Status:** A copy of the Recipient's IRS federal tax-exempt letter or 501(c) verification form must be filed with the Agency before the Agency may disburse grant funds.

8. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

9. **Sub-Recipients:** The Recipient shall ensure that all Sub-Recipients, if any, provide all information necessary to permit the Recipient to comply with the standards, responsibilities, and obligations of this Contract.

10. **Reporting Requirements:** All reporting requirements shall be filed with the Agency using the prescribed electronic submission form (e-submission form) that the Agency provides to the Recipient, or other manner as prescribed by the Agency. **Expenditures from March 3, 2025 to May 23, 2025 are to be submitted via the e-submission form by May 23, 2025. Expenditures from May 24, 2025 to July 31, 2025 are to by submitted via the e-submission form by July 31, 2025.**

    Additional Required Reporting from Recipient to Agency:

    a. The unduplicated number of veterans served by the grant recipient,
    b. The number of times each individual veteran was served by the grant recipient, and
    c. The services that were provided to veterans using the GPCVO grant funds awarded.

    The Agency has determined that this Contract is also subject to the reporting requirements described on the attached Notice of Certain Reporting and Audit Requirements, Attachment D. The Recipient shall comply with all the reporting requirements per the Contract and provisions described in Attachment D hereto.

    A Recipient that intends to dissolve or cease operations shall report that decision in writing to the agency, the Office of State Budget and Management, and to the Fiscal Research Division at least thirty (30) days prior to taking that action.

    Documentation and Disbursement: Recipient and subrecipient(s) must maintain reports and accounting records that support the allowable expenditure of state funds.

    The Recipient shall submit reporting to the Agency via the electronic submission form (e-submission form) and shall upload/attach sufficient documentation of the expenses incurred during the period. Recipient can upload documentation of expenses as funds are expended or at set intervals (e.g., once a week, etc.). All expenses are to be expended by July 31, 2025 and the final report and all supporting documentation are to be submitted via the e-submission form by August 1, 2025.

    The Recipient understands that there is a legislative reporting requirement, as outlined in the Contract, and agrees to provide **Attachment H** as the **final report by August 1, 2025** via the e-submission form. Copies of invoices paid or cancelled checks or copy of the general ledger evidencing payment has been made, or payroll register records where applicable (with social security number, etc. redacted), are

required to support the Attachment H.

11. **Payment Provisions:** The Recipient agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the Recipient's central accounting and grant management system. The recipient agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocation. All payments are contingent upon fund availability.

    If this Contract is terminated, the Recipient shall complete a final accounting report and return any unexpended funds to the Agency no later than August 1, 2025. The Agency shall have no obligation for payments based on expenditure reports submitted later than July 31, 2025.

    Payment shall be made in accordance with the Contract Documents.

12. **Grant 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 Grant Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Grant Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Grant Administrator by giving written notice, within 30 calendar days of the effective date of the change, to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
NC Department of Military and Veterans Affairs ATTN: Financial Services Division - Grants 4001 Mail Service Center Raleigh, NC 27699-4001 Telephone: 984-204-2980 Fax: 984-204-8343 Email: SVC_DMVA_FSD.grants@milvets.nc.gov	NC Department of Military and Veterans Affairs ATTN: Financial Services Division - Grants 413 North Salisbury Street Raleigh, NC 27699-1361

For the Recipient:

The information provided on the Grant Application will be utilized for this section. The Grant Administrator will be the Authorized Person to Execute the Grant Contract as identified on the Grant Application, or that person's designee.

13. **Supplementation of Expenditure of Public Funds:** The Recipient 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 Recipient otherwise expends for 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 Recipient's total expenditure of other public funds for such services.

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

    a. Implement adequate internal controls over disbursements.
    b. Pre-audit all vouchers presented for payment to determine:
        - Validity and accuracy of payment
        - Payment due date
        - Adequacy of documentation supporting payment
        - Legality of disbursement
    c. Assure adequate control of signature stamps/plates.
    d. Assure adequate control of negotiable instruments; and
    e. Implement procedures to ensure that account balance is solvent and reconcile the account monthly.

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

16. **Procurement, Suspension and Debarment:** The Recipient acknowledges and agrees that, in its conduct under this Contract and about all expenditures of grant funds made by it, the Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and debarment and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspensions and debarment. The Recipient further acknowledges and agrees that, in the event that it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by written contract, ensure that the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all of the Recipient's sub-recipients, sub-sub-recipients, and so on.

17. **Conflict of Interest Policy:** The Recipient certifies that, as of the date it executes this Contract, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the grant or project. Throughout the duration of this Contract, the Recipient has the duty to promptly inform the Agency of any of any such conflict of interest, direct or indirect benefit of which it becomes aware.

    Recipient shall file with the Agency a copy of Recipient's policy addressing conflicts of interest that may arise involving Recipient'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 Recipient's employees or members of its board or other governing body, from Recipient's disbursing of State funds and shall include actions to be taken by Recipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflict-of-interest policy shall be filed before the Agency may disburse the grant funds.

18. **Cost Principles:** The Recipient acknowledges and agrees that, in its conduct under this Contract and about all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by written contract, ensure that said cost principles are made applicable

to and binding upon all such sub-recipients, sub-sub-recipients, and so on in their handling, use and expenditure of the funds awarded to the Recipient hereunder.

19. **Grant Agreement with Sub-Recipient(s):** If the Recipient grants to a sub-recipient, a sub-sub-recipient, etcetera, any of the grant funds awarded to the Recipient hereunder, the Recipient must retain a singed copy of the contract or letter pursuant to which the grant funds awarded the Recipient hereunder are granted to a sub-recipient, a sub-sub-recipient, etcetera, and provide a copy to the Agency at the time the Recipient enters an agreement with a sub-recipient. There is an additional Sub-Recipient Monitoring Plan with which such entities must comply.

    The Recipient or Sub-Recipient is not relieved of any duties and responsibilities of the original contract and the Sub-Recipient agrees to abide by the standards contained in this contract and to shall provide all information to allow the Recipient to comply with these standards. Recipient shall ensure that subrecipients comply with all reporting requirements established and their contract and report to the Agency. Recipient agrees that all Sub- Recipients to this agreement shall comply with the following provisions of the N.C. Administrative Code 09 NCAC 03M .0202 *Recipient and Subrecipient Responsibilities*.

20. **Taxes:** The Recipient shall be an independent Recipient and as such shall be responsible for all taxes. The Recipient agrees to provide the Agency with the Recipient's correct taxpayer identification number upon the execution of this Contract. The Recipient agrees that failure to provide the Agency with a correct taxpayer identification number authorizes the Agency to withhold any amount due and payable under the Contract pursuant to the provision of the Internal Revenue Code, Title 26, United States Code.

21. **Final Reports and Certifications:** The Recipient shall file all reports and certifications, as described and required by Attachment D to the Contract, concerning its receipt, handling and expenditure of all grant funds awarded hereunder, including any interest earned by the Recipient from such funds, with the Agency. Recipient and subrecipients shall maintain reports and accounting records that support the allowable expenditure of State funds.

22. **Auditing and Access to Persons/Records:** The Recipient and any Sub-Recipients shall retain, from and after the date of execution of this Contract and for five (5) years following its termination, all records, including but not limited to, the books, records, and documents related to this grant award and project and all records are subject to being audited, inspected and monitored at any time by the Agency upon its request (whether in writing or otherwise). The Recipient and its officers, agents and employees shall make the Recipient's books, records, and documents available to the Agency and its personnel for inspection, audit and monitoring upon the Agency's request, shall answer any questions posed to them by the Agency its efforts to monitor and audit the Recipient's activities regarding the funds awarded under this Contract. The Recipient further agrees to keep and maintain all its books, records and documents relating in any way to the grant funds awarded hereunder for the time specified in Attachment A hereto. The Recipient acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act- Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change from time to time.

    The State Auditor shall have access to persons and records because of all contracts or grants entered by State agencies in accordance with N.C.G.S. 147-64.7. The Agency and Internal Auditor shall also have access to persons and records to execute an internal Agency financial and compliance audit of Agency activities and performance. Recipients and subrecipients shall make available all reports and records for inspection by the Agency, the Office of State and Budget Management, and the Office of the State Auditor for oversight, monitoring, and evaluation purposes.

The Agency staff performs oversight through a combination of periodic emails, calls, review of reports and deliverables, and site-visits.

23. **Repayment of Grants Funds to Agency**: In the event that the Recipient, either directly or indirectly (i.e. through a sub-recipient or sub-sub-recipient), commits any breach of this Contract which the Recipient fails to fully cure within thirty (30) days of its receipt or written notice from the Agency of said breach, the Agency may make demand in writing of the Recipient that it will repay the Agency so much of the grant funds awarded under the Contract, up to and including 100% of the amount awarded made under this Contract. In such an event, the Recipient 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 Recipient on said amount.

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

    Except as otherwise required by federal law, the Recipient or a sub-recipient shall return to the Agency all affected grant funds and interest earned on those funds if any of the following occurs:

    - The funds are in the possession or control of the Recipient and are not expended, made subject to an encumbrance, or disbursed to a sub-recipient by June 30 immediately following the fiscal year in which funds appropriated or as set forth in appropriation.
    - The funds remain unexpended at the time that the Recipient or sub-recipient dissolves, ceases operations, or otherwise indicates that it does not intend to spend the funds.

    If either of the two identified situations occur, the Recipient shall, within thirty (30) days of the event, return to the Agency all such unexpended funds as well as any interest earned by the Recipient or sub-recipient on such funds.

    Pursuant to N.C.G.S. § 142C-6-23(f), the Office of State Budget and Management has the power to suspend disbursement of grant funds, to prevent further use of grant funds already disbursed, and to recover grant funds already disbursed for noncompliance with state law and rules adopted. If the grant funds are a pass-through of funds granted by an agency of the United States, the Office of State and Budget Management must consult with the Agency and the agency of the United States prior to taking actions for suspension and recovery of funds for noncompliance.

    The Agency must take appropriate administrative action to recover grant funds if a recipient or subrecipient:

    a. Is unable to fulfill the obligations of this Contract.
    b. Is unable to accomplish the purposes of the grant award.
    c. Is noncompliant with the reporting requirements.

d. Has inappropriately used grant funds.

The Agency is required to seek the assistant of the Attorney General in the recovery and return of grant funds if legal action is required. Any apparent violations of a criminal law or malfeasance, misfeasance, or nonfeasance in connection with the use of grant funds must be reported by the Agency to the Office of State Budget and Management, the Attorney General, and the State Bureau of Investigation.

24. **Advertising:** Recipient agrees not to use the existence of this contract, the name of the Agency, or the name of the State of North Carolina as part of any commercial advertising, without prior written approval of the Agency.

25. **Compliance:** The Recipient shall remain an independent Recipient and as such shall be wholly responsible for the scope of work to be performed under the Contract and for the supervision of its employees and assistants. The Recipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees for or have any individual contractual relationship with the Agency. The Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Contract, including those of Federal, State, and local agencies having appropriate jurisdiction.

    The Agency shall take the following measures to ensure that requirements are met, including:

    1. Communicating the requirements to Recipient
    2. Requiring a response from Recipient upon a determination of noncompliance
    3. Suspending payments to Recipient until Recipient is in compliance.

    Upon determination of noncompliance with requirements of the Contract that are not indicative of management deficiencies or criminal activity, Agency shall give Recipient or subrecipient 60 days written notice to take corrective action. If Recipient or subrecipient has not taken the appropriate corrective action after the 60-day period, the Agency shall notify the Office of State Budget and Management and take the appropriate action(s), such as suspend payments pending negotiation of a plan of corrective action, terminate the contract and take action to retrieve unexpended funds or unauthorized expenditures, offset future payments with any amounts improperly spent.

    When the Agency discovers evidence of management deficiencies or criminal activity leading to the misuse of funds, the Agency shall notify the Office of State Budget and Management and take the appropriate action(s), such as suspending payments until the matter has been fully investigated and corrective action has been taken, terminate the contract and take action to retrieve unexpended funds or unauthorized expenditures, report possible violations of criminal statutes involving misuse of state property to the State Bureau of Investigation in accordance with N.C.G.S. §143B-920.

26. **Grant Close-Out Process:** The Recipient agrees to submit to the Agency a complete performance and expenditure status (final report) by August 1, 2025 as an upload/attachment via the e-submission form. Recipient will be deemed noncompliant if its final report is not submitted by August 1, 2025. Due to the additional reporting required in the legislation appropriating the funds, the North Carolina General Assembly (NCGA) may be alerted via the DMVA Report the NCGA that a Recipient has not submitted a final report by August 1, 2025.

    Once the final report is received, the Agency will review and, if no further information or documentation is required to be submitted, close out the grant in the Agency's financial system. The Agency will send a written correspondence to the Recipient as official notification that the grant has been closed out. The Agency will retain a close out package for five (5) years or until audit exceptions have been resolved,

whichever is longer.
Pursuant to N.C.G.S. 143C-6-23 and applicable law, the Recipient understands and agrees to return to the Agency all unspent funds that are unexpended and unobligated as of the expiration date of this Contract.

27. **Amendments:** This Contract may be amended only by written amendments duly executed by the Agency and the Recipient.

28. **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 A hereto; however, the reporting, monitoring and audit requirements and provisions of the Contract shall survive any such termination.

29. **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 Recipient and the Agency have executed this Contract in triplicate originals, with one original being retained by the Recipient and two originals being retained by the Agency.

RECIPIENT:

CALDWELL COUNTY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Notary:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

My Commission Ends: _____

Official Stamp:

North Carolina Department of Military and Veterans Affairs

_____
Deputy Secretary

Subject to the physical execution by the Secretary (or Secretary's assign) of the N.C. Department of Military and Veterans Affairs.

Attachment A – General Terms and Conditions

GENERAL TERMS AND CONDITIONS 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" means 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 subdivision of state or local government.

(2) "Audit" means an examination of records or financial accounts to verify their accuracy.

(3) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Division of 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.

(4) "Contract" means a legal instrument that is used to document a relationship between the agency, and a recipient or between a recipient and sub-recipient.

(5) "Contractor" means an entity subject to the contractor requirements, as well as any entity that would be subject to the contractor requirements but for a specific statute or rule exempting that entity from the contractor requirements.

(6) "Contractor requirements" means Article 3, 3C, 3D, 3E, 3G, or 8 of Chapter 143 of the General Statutes and related rules.

(7) "Fiscal Year" means the annual operating year of the non-State entity.

(8) "Financial Statement" means a report providing financial data relative to a given part of an organization's operations or status.

(9) "Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).

(10) "Recipient" means a non-State entity that receives State financial assistance directly from a State agency to carry out part of a State program, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For purposes of this Subchapter, "recipient" also includes a non-State entity that would be considered a "sub-recipient" pursuant to 2 CFR 200.93 for Federal funds sub-awarded by a recipient State agency, but does not include a sub-recipient as defined in Item (14) of this Rule.

(11) "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.

(12) "State financial assistance" means State funds disbursed as a grant, cooperative agreement, noncash contribution, food commodities, or direct appropriation to a recipient or sub-recipient as defined in Item (10) and (14) of this Rule.

(13) "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 disbursed as financial assistance to other organizations.

(14) "Sub-recipient" means a non-State entity that receives State financial assistance from a recipient to carry out part of a State program; but does not include an individual that is a beneficiary of such program. This definition of "sub-recipient" applies throughout these Rules, except as used in Item (10) of this Rule.

(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

Relationships of the Parties

Independent Contractor: The Recipient 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 Recipient 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 Division.

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

Sub-Recipients: The Recipient has the responsibility to ensure that all Sub-Recipients, if any, provide all information necessary to permit the Recipient to comply with the standards set forth in this Contract.

Assignment: No assignment of the Recipient's obligations or the Recipient'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 Recipient's payment check(s) directly to any person or entity designated by the Recipient, or
(b) Include any person or entity designated by Recipient as a joint payee on the Recipient's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Recipient and the Recipient 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 Division and the named Recipient. 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 Division and Recipient that any such person or entity, other than the Division or the Recipient, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Recipient agrees to indemnify and hold harmless the Division, 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 Recipient in connection with the performance of this Contract to the extent permitted by law.

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 Recipient shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Division shall have the right to terminate this Contract by giving written notice to the Recipient and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Recipient under this Contract shall, at the option of the Division, become its property and the Recipient 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 Recipient shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Recipient's breach of this agreement, and the Division may withhold any payment due the Recipient for the purpose of setoff until such time as the exact amount of damages due the

Division from such breach can be determined. The filing of a petition for bankruptcy by the Recipient shall be an act of default under this Contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this Contract by the Recipient 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 Division and the Recipient 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 to the Division for the purpose set forth in this Contract.

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.

Compliance with Applicable Laws

Compliance with Laws: The Recipient shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business or that are applicable to non-State entities receiving State funds (specifically but not limited to N.C.G.S. Chapter 143C Part 3. and 09 NCAC 03M), including those federal, state, and local agencies having jurisdiction and/or authority.

An application funded with the release of Federal or State funds through a grant award does not constitute, or imply, compliance with Federal regulations or State law. Recipients are responsible for ensuring that their activities comply with all applicable Federal regulations and State law.

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

Confidentiality

Confidentiality: Subject to public records laws, any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Recipient 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 Division. The Recipient 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.

Oversight

Access to Persons and Records: The State Auditor and the Division, as the State 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 in accordance with N.C.G.S 147-64.7 and N.C.G.S. 143-49(9).

Record Retention: Records shall not be destroyed, purged or disposed of in violation of North Carolina state agency records retention policies. 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.

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 Recipient, 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.

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 Division and the Recipient.

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 Recipient 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 Division for loss of, or damage to, such property. At the termination of this Contract, the Recipient shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Recipient 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.

Sales/Use Tax Refunds: If eligible, the Recipient and all sub Recipients shall: (a) ask the North Carolina Agency 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 Recipient shall not use the award of this Contract as a part of any news release or commercial advertising.

Executive Order 24: By Executive Order 24, issued by Governor Perdue, and N.C.G.S. 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
(1) have a contract with a governmental agency; or
(2) have performed under such a contract within the past year; or
(3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and

contractors are encouraged to review Executive Order 24 and N.C.G.S. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

The Iran Divestment Act: Pursuant to G.S. 147-86.59, any vendor identified as engaging in investment activities in Iran, as determined by appearing on the current Final Divestment List created by the NC State Treasurer as required by G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. Execution of this contract by the undersigned vendor constitutes vendor's certification that (a) Vendor does not appear on the Treasurer's Divestment List found at: https://www.nctreasurer.com/inside-the-Agency/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx, and (b) that vendor will not utilize any subcontractor that is identified on such list to perform work under this contract.

Attachment B – Scope of Work

Section 1. **Purpose of Scope of Work.**

Recipient details below how Recipient will utilize the grant funds in compliance with the specific purpose(s) as stated in the legislation that appropriated the funding.

Section 2. **Project Implementation.**

The Recipient shall carry out the Project as follows:

Scope of Work:

- Increasing outreach in the community that is necessary to provide services to veterans
    - Produce and distribute printed information that informs and connects veterans and their families of/to resources
- General purpose equipment to provide services to veterans
    - Desktop computer
    - Monitors
    - Laptop
    - Portable printer/scanner when traveling to veterans
- Office furnishings to provide services to veterans

The Recipient shall undertake and complete all work described in the Contract in accordance with the procedures and the guidelines. The documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Agency in accordance with the terms and conditions of this Contract. Nothing shall be construed under the terms of this Contract by the Agency or the Recipient that shall cause any conflict with Agency, State, or Federal statutes, rules, or regulations.

Signature _____ Date _____

Printed Name _____

Title _____

Attachment C – Budget for GPCVO CALDWELL COUNTY

The total cost of the Project approved by the Agency is **$18,288.97** as set forth in the Project Description and Budget, incorporated into this Contract as Attachments B and C. The Agency shall not provide more than the identified amounts for eligible expenses.

Below are general categories to serve as a guide for preparing the Budget for the grant. Recipients may delete categories as well as add categories.

The following **budget is for the time period beginning March 3, 2025 and ending July 31, 2025**.

EXPENDITURE DESCRIPTION	AMOUNT
Advertising and Public Relations: Increasing outreach in the community that is necessary to provide services to veterans ○ Produce and distribute printed information that informs and connects veterans and their families of/to resources	$ 4,288.97
General purpose equipment to provide services to veterans ○ Desktop computer ○ Monitors ○ Laptop ○ Portable printer/scanner when traveling to veterans	$ 6,000.00
Office Materials and Supplies to provide services to veterans	$ 3,000.00
Office furnishings to provide services to veterans	$ 5,000.00
Total Budgeted Expenditures	**$ 18,288.97**

Period of Performance. This Contract shall commence upon the date of execution, unless specific written authorization from the Agency to the contrary is received. The period of performance for all expenditures shall extend from **March 3, 2025 to July 31, 2025**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Agency. Recipient shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

With regard to the information contained herein, I certify that the budget has been approved by the Recipient's Chief Fiscal Officer, CEO, or Board Chair.

Signature _____ Date _____
Printed Name _____
Title _____

Attachment D – Notice of Certain Reporting and Audit Requirements

Recipient shall comply with all rules and reporting requirements established by statute or administrative rules. For convenience, the requirements of 9 N.C.A.C. subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds. There are three reporting thresholds established for Recipients and Subrecipients receiving State funds. The reporting thresholds are:

(1) Less than $25,000 – A recipient that receives, uses, or expends State funds in an amount less than twenty-five thousand dollars ($25,000) within its fiscal year must comply with the reporting requirements established by 9 N.C.A.C. Subchapter 3M including:

(A) A certification completed by the recipient board and management stating that the State funds were received, held, used, or expended for the purposes for which they were granted; and
(B) An accounting of the State funds received, held, used, or expended.

All reporting requirements shall be filed with the funding agency, in the format and method specified by the agency, within three (3) months after the end of the recipient's fiscal year in which the State funds were received. Audits must be provided to the funding agency within six (6) months after the end of the recipient's fiscal year.

(2) $25,000 up to $500,000 - A recipient that receives, uses, or expends State funds in an amount of at least twenty-five thousand ($25,000) and up to five hundred thousand dollars ($500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:

(A) A certification completed by the recipient board and management stating that the State funds were received, held, used, or expended for the purposes for which they were granted;
(B) An accounting of the State funds received, held, used, or expended; and
(C) A description of activities and accomplishments undertaken by the recipient with the State funds, including reporting on any performance measures established in the Contract.

All reporting requirements shall be filed with the funding agency, in the format and method specified by the agency, within three (3) months after the end of the recipient's fiscal year in which the State funds were received. Audits must be provided to the funding agency within six (6) months after the end of the recipient's fiscal year.

(3) Greater than $500,000 – A recipient that receives, uses, or expends State funds and in the amount, greater than five hundred thousand dollars ($500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:

(A) A certification completed by the recipient board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
(B) An audit prepared and completed by a licensed Certified Public Accountant for the recipient consistent with the reporting requirement of this Subchapter; and
(C) A description of activities and accomplishments undertaken by the recipient with the State funds, including reporting on any performance measures established in the Contract.

(D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reporting requirements shall be filed with both the funding agency and the Office of the State Auditor within nine (9) months after the end of the recipient's fiscal year in which the State funds were received.

Other Provisions:

1. Unless prohibited by law, the costs of audits made in accordance with the provisions of 9 N.C.A.C. 3M.0205 are 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 federal Office of Budget and Management (OMB) Circular A-87. The cost of any audit not conducted in accordance with this Subchapter is unallowable and shall not be charged to State or Federal grants.

2. The audit requirements in 9 N.C.A.C. Subchapter 3M do not replace a request for submission of audit reports by grantor agencies in connection with requests for direct appropriation of state aid by the General Assembly.

3. Notwithstanding the provisions of 9 N.C.A.C. Subchapter 3M, a Recipient may satisfy the reporting requirements of Part (a)(3)(B) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.

4. All Recipients and Subrecipients shall use the forms of the Office of State Budget and Management and of the Office of the State Auditor in making reports to the awarding agencies and the Office of the State Auditor.

Attachment E – Certification of No Overdue Tax Debts

_____
Date of Certification

To: State Division Head and Chief Fiscal Officer

Certification:

We certify that _____ 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. Gen. Stat. § 143C-6-23(c) is guilty of a criminal offense punishable as provided therein.

Sworn Statement:

_____and_____being
Name of Board Chair *Name of Authorizing Official*

duly sworn, say that we are the Board Chair and_____, respectively, of
Title of Authorizing Official

_____of_____in the State of_____; and that the
Name of County *City* *State*

foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

_____
Board Chair

_____
Authorizing Official

Sworn to and subscribed before me on the day of the date of said certification.

_____ My Commission Expires: _____
(Notary Signature and Seal)

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management: NCGrants@osbm.nc.gov - (919) 807-4795.

Attachment G – Federal Certification Regarding Lobbying

The undersigned certifies, to the best of his or her 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 any 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) who received Federal funds of $100,000.00 or more and that all sub-recipients 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. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

_____	_____
Signature	Title
_____	_____
Entity/Organization	Date

Certification signature should be same as contract signature.

GPCVO
Attachment H – Accounting of State Financial Assistance Less Than $25,000

Who must complete this form: This information should be completed and submitted by each recipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars ($25,000) within its fiscal year.

When must this form be submitted: All reporting requirements shall be submitted to the funding agency **no later than August 1, 2025**.

Where must this form be filed: The completed form should be uploaded as an attachment to an Electronic Submissions Form (E-Submission Form).

1. Organization:	
Organization Name:	
Tax Identification #:	
Organization Fiscal Year End: (MMDDYYYY)	
Mailing Address (street, city, state, zip code):	
Phone Number (area code + number):	
Fax Number (area code + number):	
Contact Person:	
Contact Person Title:	
E-Mail Address:	

2. Preparer: [PLEASE INDICATE WHO PREPARED THIS INFORMATION BY CHECKING]		Employee		CPA/Accountant
Name of Preparer:				
Phone Number:				

3. Please provide a list of the Organization's Board Members: [ADD ADDITIONAL PAGES, IF NEEDED]	
Name of Board Member	**Board Member Title**

4. Restrictions and Use of Grant Funds:				
What restrictions are placed upon the grant by the grant award document? If the grant award document does not identify specific restrictions, please identify the intended use of the grant funds as included in the award document.				
Restrictions:				
a. Does the organization have a Conflict of Interest policy?		yes		no
b. Is the organization a for profit entity?		yes		no

5. Sub-grants:				
a. Did the organization sub-grant or pass down any funds to another organization?		yes		no
If yes, answer the following:				
b. Name of Sub-Recipient	c. Program Name	d. Amount Sub-granted		

6. **Financial Accounting:** [Complete based on total dollars received, used or expended from this grant during this fiscal year]		
a. Receipts		
Funding State Agency	**Grant Title**	**Total Receipts**
Office of State Budget & Management		

b. Expenditures	
Category	**Dollar Amount**
Salary/Wages/Benefits	
Contracted Services	
Supplies and Materials	
Travel (e.g. employee mileage, meals, hotel)	
Communication Costs (e.g. telephone, postage, freight)	
Occupancy Costs (e.g. rent, utilities, repair and maintenance)	
Advertising and Promotions	
Insurance and Bonding	
Capital Outlay (e.g. furniture/equipment, data processing)	
Grants and Contracts	
Fundraising	
Other (provide description here):	
Total Expenditures	

Unexpended cash balance (do NOT use with reimbursement grants)

Beginning of the year cash balance	
End of the year cash balance	

7. Required Reporting, per Sesson Law 2023-134:

a. The unduplicated number of veterans served by the grant recipient: _____

b. The number of times each individual veteran was served by the grant recipient: _____

c. The services that were provided to veterans using the GPCVO grant funds awarded:

Attachment J
State Grant Certification and Sworn Statement

NORTH CAROLINA DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

_____
Date

Certification:

We certify that the accompanying reports represent all financial activity related to the receipt, use, and expenditure of funds granted by the State of North Carolina to_____for the fiscal year ended _____
Organization *MM/DD/YYYY*
and that the expenditures reported were for the purposes appropriated by the General Assembly or collected by the State of North Carolina and in compliance with the applicable laws, regulations, and terms and conditions of the grant documents.

The accompanying reports are presented on the cash basis of accounting and are supported by our financial records.

We understand that if it is found the expenditures reported were not used for the purpose(s) appropriated, that the grantor agency shall report such findings to the Attorney General, the Office of State Budget and Management, the Office of the State Auditor, and the Office of the State Controller. Any apparent violations of a criminal law or malfeasance, misfeasance, or nonfeasance in connection with the use of State funds shall be reported by the Office of State Budget and Management to the Attorney General and State Bureau of Investigation.

Sworn Statement:

_____being duly sworn, say that we are the_____, respectively, of
Name of Authorizing Official *Title of the Authorizing Official*

_____of_____in the_____; and that the foregoing certification is
Name of Organization *City* *State*

true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

_____
Signature – Fiscal Officer Date

_____
Printed Name

_____
Signature – Authorizing Official Date

_____
Printed Name

Sworn to and subscribed before me on the day of the date of said certification.

_____
(Notary Signature and Seal)

My Commission Expires: _____

REV 10/2023

NC Office of the State Controller
(IRS Form W-9 will not be accepted in lieu of this form)
*Denotes a Required Field

STATE OF NORTH CAROLINA
SUBSTITUTE W-9 FORM
Request for Taxpayer Identification Number

Section 1 – Taxpayer Identification

*1. ☐ Social Security Number (SSN),
OR
☐ Employer Identification Number (EIN),
OR
☐ Individual Taxpayer Identification Number (ITIN)

*2.

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.

*4. **Legal Name** (as registered with the IRS - see instructions):

3. **Unique Entity Identifier or Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions):**

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

5. **Business Name/DBA/Disregarded Entity Name, if different from Legal Name:**

Contact Information

*6. Legal Address (DO NOT TYPE OR WRITE IN THIS FIELD)	7. Remittance Address (Location specifically used for payment that is different from Legal Address, if applicable)
*Address Line 1:	Address Line 1:
Address Line 2:	Address Line 2:
*City *State *Zip (9 digit)	City State Zip (9 digit)
*County	County

*8. Contact Name:	
*9. Phone Number:	
10. Fax Number:	
*11. Email Address:	

*12. Entity Type	*13. Entity Classification	14. Exemptions (see instructions)
☐ Individual/Sole Proprietor/Single-member LLC ☐ C-Corporation ☐ S-Corporation ☐ Partnership ☐ Trust/Estate ☐ Other_____ ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ **Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	☐ Medical Services ☐ Legal/Attorney Services ☐ NC Local Govt ☐ Federal Govt ☐ NC State Agency ☐ Other Govt ☐ Other (specify)	Exempt payee code (if any): Exemption from FATCA reporting code (if any):

Section 2 -Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicting that I am exempt from FATCA reporting is correct.

Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website (**https://www.irs.gov/**):

*Printed Name:		*Printed Title:	
*Authorized U.S. Signature:		* Date:	

Please complete the Modification to Existing Supplier Records form if there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address.

If you would like to receive your payments electronically, please complete the Supplier Electronic Payment form.

Return all completed forms to the State Agency from which you are requesting payment.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Sheriff's Office	

AGENDA ITEM # 16

Trade-In of Sheriff's Office Vehicle

BACKGROUND

The Sheriff's Office has been offered $3,000 for the trade-in of a 2003 Subaru Forester to replace a narcotics vehicle.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Sheriff's Office Vehicle Trade In 2025

838 Wilkesboro Blvd.
Lenoir, NC 28645
Cars 1.888.781.1999 Toll Free
SUV/Trucks 1.888.664.7629 Toll Free
www.carsplusienoir.com

CARS PLUS LENOIR LLC

Specializing in Toyota, Honda, BMW, Volvo,
Nissan etc., 4x4's, Sports Utilities, Boats and Motorcycles

Car Center 828.757.9999
Truck Center 828.758.9929
FAX 828.754.8246

RETAIL ORDER FOR A MOTOR VEHICLE

PURCHASER'S NAME Caldwell County

STREET ADDRESS PO Box 2200 CITY Lenoir STATE NC ZIP 28645

RESIDENCE PHONE BUSINESS PHONE EMAIL ADDRESS

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER FOR THE FOLLOWING ☐ NEW ☐ USED ☐ CAR ☐ TRUCK

YEAR

MODEL SERIES

COLOR

IDENTIFI

ENGINE TYPE

TO BE ON OR

SALESP

CONFIDENTIAL CONFIDENTIAL

USED VEHICLE TRADED IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN Subaru

YEAR 2003 MODEL BODY

VIN # JF1SG63603H749514

ACV: BY:

I CERTIFY THAT THE ODOMETER READING ON MY ABOVE TRADE READS _____ MILES. THE ODOMETER HAS___ HAS NOT___ EXCEEDED 100,000 MILES. SIGNATURE _____

BALANCE OWED TO

ADDRESS

USED CAR TRADE-IN ALLOWANCE	$ 1500	00
BALANCE OWED ON TRADE-IN		
NET ALLOWANCE ON TRADE-IN	$	
DEPOSIT OR CREDIT BALANCE		
CASH WITH ORDER	$	
TOTAL CREDIT (TRANSFER TO RIGHT COLUMN)	$	

ADDITIONAL OPTIONS INCLUDED IN PRICE AT RIGHT

1)
2)
3)

INSURANCE AGENT

INSURANCE COMPANY

POLICY #

TAG# EXPIRATION

ACCESSORIES	$	
☐ Leather		
☐ Navigation		
☐ DVD		
☐ Sunroof		
☐ Tow Package		
☐ Automatic		
☐ Other		

CASH PRICE OF VEHICLE & ACCESSORIES	$ 7100	00
STATE AND LOCAL TAXES	148	00
LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE	93	00
TOTAL PRICE OF UNIT	$ 5861	00
TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN)	$	
UNPAID CASH BALANCE DUE ON DELIVERY	$	

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side of hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED SALES MANAGER.
Purchaser by his execution of this Order acknowledges that he has read its items and conditions and has received a true copy of this Order.
If this order is for a used vehicle, the information you see on the (Federal Trade Commission) window form is part of this order. Information on the window form overrides any contrary provisions in the contract of sale.
*The Administrative Fee represents a reimbursement of our costs in preparing the documents related to the sale of this vehicle.

PURCHASER'S SIGNATURE _____

ACCEPTED BY _____ (DEALER)

PER _____ DATE _____
(NAME AND TITLE)

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Tax	

AGENDA ITEM # 17

Approval to Advertise Tax Office Position

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Administration	

AGENDA ITEM # 18

Appointment of Dr. Jason Chaffin to LEPC

BACKGROUND

Dr. Jason Chaffin is requesting to be appointed as the CCC&TI representative for the LEPC.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Administration	

AGENDA ITEM # 19

Revision of Appointment Term for Richard Harwood

BACKGROUND

Mr. Harwood's initial term needs to be amended to be valid for one year. This complies with the CAC bylaws.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
May 12, 2025	Economic Development	Ashley Bolick

AGENDA ITEM # 20

Economic Development Pursuant to NCGS 143-318.11 (a)(4)

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None