Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

October 29, 2024

Kelly Gay
Polk County Local Government
40 Courthouse St
Columbus, NC 28722

CONTRACT NUMBER: 22-080-4119
AMENDMENT NUMBER: 01-2025

Dear Kelly Gay:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services, please be advised that your written request for a one-year extension on your 2022 StRAP project contract has been approved. Your approved project end date is now December 31, 2025.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, there are two (2) options to complete the contract. It is acceptable to have everyone sign the contract electronically or submit two (2) original signed contracts. Depending on the method you choose, please return as shown below:

Electronic Signed Contract:
Matt Safford
StRAP Manager
Matt.safford@ncagr.gov

Original signatures mail:
Matt Safford, StRAP Manager
N.C. Department of Agriculture & Consumer Services,
Division of Soil & Water Conservation
1614 Mail Service Center
Raleigh, NC 27699-1614

One fully executed; original amendment will be returned to you for your records. If you have any questions about your amendment or any of the forms contained in your offer packet, please contact Matt Safford at 919-707-3784, or feel free to send an email to matt.safford@ncagr.gov

I would like to take this opportunity to thank you for participating in the StreamFlow Rehabilitation Assistance Program.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures
Cc: Christopher Hieb, Grants Manager

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 ● Fax (919) 715-0026
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NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Steven W. Troxler, Commissioner

CONTRACT AMENDMENT "CHECK OFF LIST" for Grantee

This form must be returned with your completed contract amendment package.

INSTRUCTIONS: Check the YES boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed (for government entities) or notarized (for non-government entities) copies of the contract amendment with signatures in blue ink. Be sure to include all the other documents specified in your contract amendment package. If ☒ NO has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: **Polk County Government**

PROJECT TITLE/NAME: Streamflow Rehabilitation Assistance Program

CONTRACT #: 22-080-4119 **AMENDMENT #:** 01-2025 **EBS AWARD #** _____

Check one Box	DOCUMENT TITLE ***ALL SIGNATURES MUST BE IN BLUE INK***	DEPARTMENT USE - DOCUMENTS ATTACHED	GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED
☐ Yes ☐ No	Contract Amendment "Check Off List" for Grantee	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	Contract Amendment Cover	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**Attachment A** – Signature Card	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**Attachment B** – **Specific Required items to document change**	☐ Yes ☐ No	☐ Yes ☐ No

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Department Use Only
FUNDING CODE: 1000-203788-56400067 AMOUNT: $400,052 AMENDMENT 1-2025 TIME PERIOD: June 1, 2022 to December 31, 2025

North Carolina Department of Agriculture and Consumer Services
Division of Soil & Water Conservation

Streamflow Rehabilitation Assistance Program – Non-profit Organization

Contract Number: 22-080-4119

Amendment Number: 01-2025

NC Grants Number: _____

This document amends the Contract, Streamflow Rehabilitation Program (StRAP), between the North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water Conservation, hereinafter referred to as the "Agency" and the Polk County Local Government, hereinafter referred to as the "Grantee."

The Grantee's tax ID number is 56-6000333. The Congressional District Number is 11.

As provided for under the terms of the original Contract, the Agency and the Grantee agree to amend the contract provisions as outlined below:

IIEffective Period:

Previous Section II is hereby deleted and replaced with the following:

This Contract shall be effective on June 1, 2022, and shall terminate on December 31, 2024, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A. This extension is needed to complete the project. The contract shall be extended to December 31, 2025.

All other terms and conditions as set forth in the original contract document shall remain in effect for the duration of this amendment.

Also, this amendment shall serve as notification to the Grantee that it shall submit to the Agency the documents outlined below:

1. Signature Card (Attachment A)

2. Scope of Work (Attachment B)

Signature Warranty:

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

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency. **OR** the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail.It is required that each party retain a fully executed copy of this contract.

GRANTEE:

Signature of Authorized Representative	Date
Printed Name	Title

WITNESS:

Signature	Date
Printed Name	Title

North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative	Date

N. David Smith, Chief Deputy Commissioner

Work to be Performed:

The Grantee is hereby authorized to conduct stream debris removal activities on the additional stream segments described in Table 1 below, and to remove/reduce the segments described in Table 2 below. All requirements and conditions in the contract and Scope of Work (Attachment B) and all subsequent amendments apply to the additional work authorized by this Task Agreement. The funding amounts and match requirements in the original contract and subsequent amendments remain unchanged as a result of this Task Authorization.

Table 1: Additional Stream Segments Authorized for Stream Debris Removal

	Stream/Drainage Channel Name	Linear Feet of Channel Proposed for Repair	Description of Damage and Planned Repair	Number of Known Beaver Dams
A	White Oak Creek Section 1	750	Vegetative debris causing bank erosion and flooding as well as blockages due to beaver dams. Removal of vegetative debris and transport of material out of 100 year flood plain. Eradication of beavers and dams as necessary.	0
B	White Oak Creek Section 2	250	Vegetative debris causing bank erosion and flooding as well as blockages due to beaver dams. Removal of vegetative debris and transport of material out of 100 year flood plain. Eradication of beavers and dams as necessary.	0
C	Green River	500	Vegetative debris causing bank erosion and flooding as well as blockages due to beaver dams. Removal of vegetative debris and transport of material out of 100 year flood plain. Eradication of beavers and dams as necessary.	0
D	North Pacolet River Section 1	5608	Vegetative debris causing bank erosion and flooding as well as blockages due to beaver dams. Removal of vegetative debris and	0

			transport of material out of 100 year flood plain. Eradication of beavers and dams as necessary.	
E	North Pacolet River Section 2	618	Vegetative debris causing bank erosion and flooding as well as blockages due to beaver dams. Removal of vegetative debris and transport of material out of 100 year flood plain. Eradication of beavers and dams as necessary.	0
F	North Pacolet River Section 3	2850	Vegetative debris causing bank erosion and flooding as well as blockages due to beaver dams. Removal of vegetative debris and transport of material out of 100 year flood plain. Eradication of beavers and dams as necessary.	0
TOTALS:		**10,576**		**0**

Signature Card

CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.	
SECTION I.	
Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	
SECTION II.	
Certification: By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.	
NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)	
Board Chair, Executive Director, etc.	**Financial Representative, Treasurer, etc.**
Print Name & Title:	Print Name & Title:
Signature:	Signature:
GOVERNMENTAL ENTITIES (Must match Contract signature)	
Authorized Governmental Official	**Chief Fiscal Officer**
Print Name & Title:	Print Name & Title:
Signature:	Signature: