Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

October 9, 2024

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

NOTIFICATION OF FUNDING OFFER

Dear Kelly Gay,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, I am pleased to inform you that $85,714.00 for your project, StreamFlow Rehabilitation Assistance Program (StRAP), was approved.

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 Name
1614 Mail Service Center
Raleigh, NC 27699-1614

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. All authorized representative signatures must be in **blue or black** ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet. **Failure to complete and return the contract packets within 60 days of this letter or the deadline of any written extension provided will result in funding cancellation for the project.**

One fully-executed, an original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call 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 Program (StRAP).

Sincerely,

N. David Smith
Chief Deputy Commissioner

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 • Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government State Funds)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract 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**

PROJECT TITLE/NAME: **Streamflow Rehab Assistance Program**

CONTRACT #: **25-008-4099**

GO Entities Only Check One Box				*Document Title*	*Department Use – Documents Attached or On File*				*Grants and Contracts- Documents Attached or On File*			
	Yes		No	Contractual "Check Off List for Grantee		Yes		No		Yes		No
	Yes		No	Contract Cover (To be signed, dated & witnessed)		Yes		No		Yes		No
	Yes		No	Attachment A – General Terms and Conditions – Government/University		Yes		No		Yes		No
	Yes		No	Attachment B – Scope of Work (includes Timeline and Line Item Budget)		Yes		No		Yes		No
	Yes		No	Attachment C – Certifications and Assurances Section		Yes		No		Yes		No
	Yes		No	Attachment D – NC OpenBook Supplemental Information		Yes		No		Yes		No
	Yes		No	Attachment E – Signature Card		Yes		No		Yes		No
	Yes	X	No	Attachment F – StreamFlow Assistance 50% Progress Report***		Yes	X	No		Yes		No
	Yes	X	No	Attachment G – Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report***		Yes	X	No		Yes		No
	Yes	X	No	Attachment H- Request for Payment form***		Yes	X	No		Yes		No
	Yes	X	No	Attachment I – Request of payment Summary***		Yes	X	No		Yes		No
	Yes	X	No	Attachment J- Equipment Log***		Yes	X	No		Yes		No
	Yes	X	No	Attachment K – Time Log***		Yes	X	No		Yes		No
				** NC Substitute W-9 and VEP forms are already on file and won't be required to be collected with contract.								

Rev. 6/17, 4/22

***Attachments F, G, H, I, J and K do NOT need to be returned with the final contract

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Department Use Only
FUNDING CODE:
1000-203788-56400067-1004802
AMOUNT: $85,714
TIME PERIOD: July 1, 2024 to December 31, 2026

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

Streamflow Rehabilitation Assistance Program – Government

Contract Number: ___25-008-4099_____

This Contract is hereby entered into by and between the North Carolina Department of Agriculture and Consumer Services, **Division of Soil & Water Conservation** (the "Agency") and Polk County Local Government, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6000333 and is physically located in Polk and is further located at 40 Courthouse St Columbus, NC 28722.

The purpose of this Contract is to assist in protecting and restoring the integrity of drainage infrastructure through routine maintenance to existing streams and drainage ways. The Grantee's project title is Streamflow Rehabilitation Assistance Program. This Contract is funded by State appropriations provided through Session Law 2023-134, House Bill 259 Section -5.6(d). Funds awarded under this Contract must be used for the purposes for which they are intended and provided in Session Law 2023-134, House Bill 259 Section -5.6(d).

The Grantee's fiscal year ends June 30.

Contract Documents:

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

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work providing details on the stream debris removal and watershed structure projects and timelines (Attachment C)
4. NC Openbook Supplemental Information (Attachment D)
5. Signature Card (Attachment E)
6. Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report (Attachment F)
7. Streamflow Assistance 50% Progress Report (Attachment G)

8. Request for payment form (Attachment H)

9. Equipment log

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

I. Precedence Among Contract Documents:

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

II. Effective Period:

This Contract shall be effective on July 1, 2024, and shall terminate on December 31, 2026, 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.

III. Grantee's Duties:

1. The Grantee will attend a virtual Pre-award meeting within 45 days for receiving the contract offer.

2. The Grantee has 60 days to return the original contract from the offer letter. If more than 60 days is needed, a written explanation providing a detailed explanation for the extension need is required. The letter will also need to include a date that the contract will be signed and returned. The letter will be subject to approval. Failure to return the contract within 60 days or a written explanation will result in funding cancellation for the project.

3. The Grantee shall provide the planned repairs to the named stream/drainage channels and watershed projects listed in Attachment B, Scope of Work. The Grantee shall be responsible for obtaining the necessary landowner authorization for site access and all permits needed to complete the planned work.

4. The Grantee will need to have Fifty percent (50%) of award funds committed (i.e., encumbered) with vendors by August 28, 2025. If by August 28, 2025, this condition hasn’t been met, the grantee’s remaining unencumbered funds are subject to reversion and reallocation by the Commission.

IV. Agency’s Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed $85,714.00. The funds are provided from State appropriations allocated through Session Law 2023-134, House Bill 259 Section -5.6(d). By August 28, 2025, fifty percent (**50%**) of the award amount should be encumbered by contracts.

There are no matching requirements from the Grantee.

V. Conflict of Interest Policy:

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

VI. Statement of No Overdue Tax Debts:

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

VII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. Reporting Requirements:

State Reporting Requirements [N.C.G.S. 143C-6-23]:

1. The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.

Agency Reporting Requirements:

1. The Grantee shall submit quarterly progress reports, with each report due on or before the last day of January, April, July, and October, continuing until the project is complete and final project report is approved.

2. First report will be due on or before the last day of October 30, 2024.

3. The quarterly report will be submitted using the form shown as Attachment FJ- Streamflow Rehabilitation Assistance Program (StRAP) Progress Report. This report will be used for the quarterly and final report. Each report shall include a narrative summary of the work accomplished that quarter and for the project to date, as well as progress toward completing the Project Scope of Work, and a separate budget report that is a summary of cash and in-kind expenditures for the quarter and total project.

4. The quarterly progress report and budget report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.

5. Grantee shall submit a Streamflolw Assistance 50% Progress Report by end of business hours on August 28, 2025. The report will provide detailed information on the contracts that have been approved and executed for the project. This report requires the grantee to show 50% of contract funds being encumbered by contracts. The report is also subject to the review and approval of the Soil & Water Commission.

6. Grantee shall submit a Final Financial report and Final Invoice no later than 60 days after the expiration or termination of this Contract.

7. Failure to submit timely and accurate reports will delay action on submitted invoices. Repeated reporting issues can also result in further discussion with the Soil & Water Commission to determine continued participation in the program.

8. All reports, including 50%Progress Report needs to be submitted to StRAP.Report@ncagr.gov.

IX. Payment Provisions:

All Request for Payment forms should be received no more than monthly. Payment requests will be submitted using ***AttachmentH***- *StreamFlow Rehabilitation Assistance Program Project Invoice Form*, along with an appropriate certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency payment shall be made within 60 days. All payments are subject to the availability of funds and verification that the Grantee is current on all reporting requirements.

A portion of the funds awarded to the Grantee may be used to reimburse actual documented technical assistance, and administrative expenses for the project reimbursement of technical assistance, and administrative expenses shall be limited to 15% of total reimbursed expenditures.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Program Project Invoice" form. Eligible uses of income earned are:

1. Expanding the project or program.

2. Continuing the project or program after grant ends; or

3. Supporting other projects or programs that further the broad objectives of the grant program.

This contract can be terminated prior to the original end date once the Grantee completes a virtual close out meeting and submit a final report. If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form within 60 days of the date of the final report. All unexpended funds shall remain with the Agency. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, canceled checks and lease agreements.

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

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual" https://www.osbm.nc.gov/budget/budget-manual

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

All request for payments shall be emailed to StRAP.Reimbursement@ncagr.gov

Indirect costs are not allowable expenditures under this Contract

X. Fraud, Waste and Abuse:

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

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

N.C.G.S. 143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: https://www.ncagr.gov/internalaudit/ReportForm.htm

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

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

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

XI. Contract Administrators:

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

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Matt Safford **1614 Mail Service Center** **Raleigh, NC 27699-1614** Telephone: 919-707-3784 Email: matt.safford@ncagr.gov Grants & Contracts General Email: agr.grants@ncagr.gov	Matt Safford Division of Soil & Water Conservation 216 West Jones Street Raleigh, NC **27603**

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Kelly Gay Polk County Local Government 40 Courthouse St Columbus, NC 28722 8288948550 kgay@polknc.org	**Same**

XII. Supplementation of Expenditure of Public Funds:

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

XIII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

1. Will implement or already have implemented adequate internal controls over disbursements.

2. Pre-audit all invoices presented for payment to determine:

3. Validity and accuracy of payment

4. Payment due date

5. Adequacy of documentation supporting payment

6. Legality of disbursement

7. Assure adequate control of signature stamps/plates.

8. Assure adequate control of negotiable instruments; and

9. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XIV. Outsourcing:

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

XV. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

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

PUBLIC SECTOR CONTRACTS (Including Local Governments)

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" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, “Agency” shall mean the entity identified as one of the parties hereto.
(2) "Audit" means an examination of records or financial accounts to verify their accuracy.
(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
(6) "Fiscal Year" means the annual operating year of the non-State entity.
(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, “Grantee” shall mean the entity identified as one of the parties hereto.
(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

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

Relationships of the Parties

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

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

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

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

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

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

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

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor 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 Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.
In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

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

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

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

Confidentiality

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

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors 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 General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

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

Miscellaneous

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

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

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

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

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

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

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

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

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

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

StRAP Revised Scope of Work							
Applicant Name:	**Polk County**						
SCOPE OF WORK							
	Stream/Drainage Channel Name	**Project Type**	**Linear Feet of Channel Proposed for Repair**	**Description of Damage**	**Planned Repair and Removal from Floodplain**	**Number of Known Beaver Dams**	**Estimated Cost to Repair**
A	**White Oak Creek**	**Stream Debris Removal**	**83,480**	**Removal of vegetative debris causing bank erosion and flooding as well as removal of beaver dams. We plan to address the most clogged up places and if we are awarded funds just keep moving along to address everything on the list. applied for the long sections of the North Pacolet River, Green River, and White Oak Creek. The index map shows sites already identified for debris removal. The sediment sites were added. The County is going to do a float and drone flight to determine the sites that have the most urgent need of clearing debris. Start: 35.3067, -82.1915 Stop: 35.2581, -81.9696**	**Most of our request is for debris removal of downed trees in the waterways to reduce the impact of flooding when we have significant rain events.**	**0**	**$85,714**
TOTALS:			83,480			0	$85,714

North Carolina Department of Agriculture and Consumer Services
Notice of Certain Reporting and Audit Requirements – State Funds

Grantees shall comply with all rules and reporting requirements established by General Statures, Session Laws, bills, and/or administrative rules. For convenience, the audit requirements of Subchapter 03M – *Uniform Administration of State Awards of Grants* specifically, 09 NCAC 03M .0205 *Minimum Reporting Requirements for Recipients and Subrecipients* (*Amended Eff. July 01, 2024*) are set forth in this attachment.

1. Audit Reporting Threshold for State Funds

(a) For the purposes of this Subchapter, there are two reporting levels established for recipients and subrecipients receiving grants. Reporting levels are based on the allocated funds from all grants disbursed through the State of North Carolina. The reporting levels are:

(1) Level I – A recipient or subrecipient that receives, holds, uses, or expends grants in an amount *less than* the dollar amount requiring audit as listed in the Code of Federal Regulations Title 2 CFR § 200.501(a) *Audit Required* within its fiscal year. The dollar amount requiring audit listed in Title 2 CFR § 200.501(a) *Audit Required* is herein incorporated by reference, including subsequent amendments and editions.

(2) Level II - A recipient or subrecipient that receives, holds, uses, or expends grants in an amount *equal to or greater than* the dollar amount requiring audit as listed in Title 2 CFR § 200.501(a) *Audit Required* within its fiscal year. The dollar amount requiring audit listed in Title 2 CFR § 200.501(a) *Audit Required* is herein incorporated by reference, including subsequent amendments and editions.

(3) As of July 01, 2024, the dollar amount in Title 2 CFR § 200.501(a) *Audit Required* is set at $750,000.

(b) Agencies shall require recipients to meet the following reporting standards on an annual basis:

(1) All recipients and subrecipients shall provide to the distributing agency a certification that grants received or held were used for the purposes for which the grants were awarded.

(2) All recipients and subrecipients shall provide an accounting to the distributing agency of all grants received, held, used, or expended.

(3) All recipients and subrecipients shall report on activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.

(4) Level II recipients and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book, which is herein incorporated by reference, including subsequent amendments and editions.

(c) All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits shall be provided to the funding agency no later than nine months after the end of the recipient's fiscal year.

(d) Agency-established reporting requirements to meet the standards set forth in Paragraph (b) of this Rule shall be specified in each recipient's contract.

2. Audit Requirements

(e) Unless prohibited by law, the costs of audits made in accordance with the provisions of this Rule shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, Title 2 CFR § 200, which is herein incorporated by reference, including subsequent amendments and editions. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

(f) Notwithstanding the provisions of this Subchapter, a recipient may satisfy the reporting requirements of Subparagraph (b)(4) of this Rule by submitting a copy of the report required under federal law with respect to the same funds.

History Note:
Authority G.S. 143C-6-22; 143C-6-23;
Eff. July 1, 2005;
Readopted *Eff. July 1, 2016*;
Amended *Eff. July 1, 2024*.

Grantee Organization:

Signature of Authorized Representative

Printed Name

Title

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

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over $100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.

d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

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

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.

b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and

c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

d) You must identify all known workplaces under your Federal awards (see Section 182.230).

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

Place(s) of Performance (Street address, city, county, state, zip code)

_____ _____

_____ _____

_____ _____

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

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

Grantee Organization Name

Signature of Authorized Representative Date

Printed Name of Authorized Representative Title

NC OpenBook Supplemental Information

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

GRANTEE INFORMATION:

Grantee Name:

County of Residence: District Number ***(MUST BE FILLED IN):***

Tax Id Number:

UEI Number**: I have started the UEI process but not received a UEI number. ☐

**Due to the SAM.gov migration from DU& Bradstreet, obtaining a UEI number has created unforeseen issues with the SAM.gov website search engines and portals. Due to the massive backlog in validation ticket issues, we are not requiring the UEI numbers at this time; however, if you have started the process, please let us know OR if you UEI number please provide it.*

Fiscal Year End: (MM/DD) Format

Grantee's Website:

PROJECT INFORMATION:

Brief Description and Background/History of your Organization: Be sure to include the number of years in existence, number of employees, mission and goals of your organization. MAX CHARACTERS: 250

Current project timeline: Begin date End Date

Expected outcomes and specific deliverables: Expected outcome is intended result of your grant program. The specific deliverables are the accomplishments that will be achieved with the grant. *EXAMPLE: Funding for the Farmers Produce Box program will allow an additional 150 boxes to be created this year. This will allow approximately 37 additional families to receive these the boxes 4 times a week to help resolve their food insecurity. MAX CHARACTERS: 300*

Project Location Benefit Information: *(Location(s) in which funding will be spent and/or food commodities will be received.)*

☐ Single County

☐ Regional**

- ☐ Mountains
- ☐ Piedmont
- ☐ Inner Coastal Plain
- ☐ Tidewater

☐ Statewide

**If your answer is Regional, list all Counties that are receiving benefit:

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:

50% Progress Report

This report should be completed and submitted to document each grantee's progress towards having 50% of awarded funds encumbered by the deadline of August 29, 2025. Encumbered funds includes all funds reimbursed to date or allocated to a contract with a contractor, engineering firm, or other entity hired to assist in completing the StRAP project (even if no payments have been made to the contractor yet).

Submit completed report to: strap.report@ncagr.gov

Due NO LATER than August 29, 2025

Grantee	
Contract Number	
Date of Report	
Form Completed by (Name & Title)	
Email Address	

SECTION 1: FINANCIAL REPORTING

Amount of StRAP Contract: *(Between grantee and NC Division of Soil & Water Conservation)*	
Amount of funds encumbered: *(under contract with contractors, engineering firms, etc.)*	
Does this amount equal at least 50% of StRAP Contract	☐ **YES** ☐ **NO**

- If you answered **YES**, complete section 2 and 3 of this report.
- If you answered **NO**, completed section 2 and 4 of this report.

SECTION 2: CONTRACT INFORMATION

For **each** contract provide the following information (Attach additional pages as necessary):

- Name and address of contractor
- Amount of contract
- Their involvement in the StRAP project (what stream sections they will complete, what engineering designs they will complete, etc.)
- Date contract was signed
- When is work expected to begin

SECTION 3: PROGRESS REPORT

(If 50% goal has been met)

Provide a detailed update on all work that has been completed since the contract with NC Division of Soil & Water Conservation was signed. This should be a detailed report that provides an update on both on-the-ground work, as well as all other tasks completed on the project (contacting landowners, bidding projects, drafting engineering designs, etc.). Attach additional pages as necessary.

By signing the report below, I certify that to the best of my knowledge and belief the report is true, complete and all expenditures reported are for appropriate purposes.

_____

Printed Name and Title Date

_____

Signature

SECTION 4: Progressing toward 50% goal

(If 50% goal has NOT been met)

If you do not have 50% of project funds under contract, please provide a detailed explanation of why this has occurred and what is being done to move the project forward. Provide details on the next steps and information on when you expect to have 50% of the award under contract. Attach additional pages as necessary

Work Completed on Project to Date:

Reasons 50% Goal was not reached:

Details of project timeline moving forward:

By signing the report below, I certify that to the best of my knowledge and belief the report is true, complete and all expenditures reported are for appropriate purposes.

_____

Printed Name and Title Date

_____

Signature

Quarterly Report Form

Completed reports are due by the following dates: April 30 (Quarter 1 covering January-March), July 31 (Quarter 2 covering April-June), October 31 (Quarter 3 covering July-September), January 31 (Quarter 4 covering October-December). When all work is completed, submit a Final Report.

Submit completed report AND accompanying budget report to: strap.report@ncagr.gov

Quarterly **Final**

Grantee	
Contract Number:	
Date of Report:	
Reporting Period: *(EX: Quarter 3, 2024)*	
Form Completed by (Name & Title):	
Email Address:	
Effective Date of Contract:	
End Data of contract:	

State Expenditures

Total State Contract Amount *(amount listed in StRAP contract and/or amendments)*	
Total Reimbursed by State this Reporting Period:	
Total Reimbursements from State:	
Balance of State Funds:	

Recipient Share (Match)- if applicable

Match is not required for StRAP projects. However, if you have matching funds used in addition to the State StRAP funding, you can list them below:

Source of Recipient Share (Match):	
Total Planned Recipient Share (Match) Amount:	
Recipient Share (Match) Expended to Date:	

Encumbered Amount

Encumbered amount is any portion of funds already paid out or under contract to complete work. Include any amount covered by all contracts you have made associated with StRAP project (EX: hiring contractors, engineering firms, or other entities contracted to work on StRAP project, even if payments to these entities have not been made yet).

Amount of Contract Encumbered:	
Amount of Contract Unencumbered:	

Encumbered plus unencumbered amounts should match total state contract amount.

Performance Report

Provide a description of work done this quarter. If no work was done this quarter, please explain.

On-the-Ground Work (stream debris removal, bank stabilization, etc.):

Planning Work (evaluating sites, contacting landowners, bidding projects, drafting engineering designs, etc.)

Scope of Work

Please list all segments on Scope of Work. Include: who the segment is contracted with, contractor's address, how much contract is for (linear feet and dollar amount), date work began/ended. If segment is not contracted with anyone yet, please explain why.
Please include all sites on your SOW, include those where work has already been completed

Timeline

Please provide a current timeline for the work that will be completed each quarter of your project. Please note any changes in this timeline since the last quarterly report was submitted. Mark any changes in red ink or highligher

Time Period	Planned Work
Q3 (July-Sept) 2024	
Q4 (Oct-Dec) 2024	
Q1 (Jan-Mar) 2025	
Q2 (Apr-Jun) 2025	
Q3 (July-Sept) 2025	
Q4 (Oct-Dec) 2025	
Q1 (Jan-Mar) 2026	
Q2 (Apr-Jun) 2026	
Q3 (July-Sept) 2026	
Q4 (Oct-Dec) 2026	

If any delays or problems, please explain:

Project cost Status (If there are cost changes, please explain):

Signature

Authorized Signer _____

Date _____

Attach additional pages as necessary.

Streamflow Rehabilitation Assistance Progam Project Invoice Form (ver. 2, 1/2024)

Please fill in Parts 1-7 in yellow and send with invoices and RFP summary to: strap.reimbursement@ncagr.gov			NOC NOT on SFL
Project Name: StRAP		Invoice #	
Grantee:		Payment Authorization	
Contract Number:		Tax ID #	
Contract Expiration Date:		Supplier #	
Request No.: **Date:**		Supplier Site	
		Distribution Code	
		Payment Amount	

Progress on Stream Segments:					
Segment Name (Use same site name as on Scope of Work) *Please add rows as needed* and attach all invoices	**Feet Planned for Treatment**	**Feet of Stream Completed this Invoice**	**Total Feet of Stream Completed**	**Beaver Dams Removed**	**Description of Completed Work** (EX: debris removal, bank stabilization)
Totals	0	0	0	0	
	Total Streamwork Rehabilitation Reimbursement Requested this Invoice				

Progress on PL-566 Watershed Stucture Improvement:		
Structure Name (Use same site name as on Scope of Work) *Please add rows as needed and attach all invoices*	**Description of Completed Action**	**Extent of Completed Action (e.g., cu. yd. of sediment removed)**
Totals		0
	Total PL-566 Reimbursement Requested this Invoice	

Administration/Technical Assistance *(Not to exceed 15% of total contract funds expended to date, not including matching funds)*	Admin allowed (up to 15% of total reimbursemetns to date):	Admin Previously Invoiced :	Total Admin Invoiced to Date
	$ -		$ -
Detailed Admin Expenses Claimed this Invoice (Must be related to implementation, must attach supporting documentation).			
	Total Admin Reimbursement Requested this Invoice		

Request for Payment Summary

Submit with RFP to:
strap.reimbursement@ncagr.gov

Checklist

- ☐ Request for Payment Form
  - ☐ Signed by Inspector
  - ☐ Signed by Grantee staff submitting form
- ☐ Cover Sheet
- ☐ Invoice from Contractor: The following needs to be included on each invoice submitted:
  - ☐ Stream Segment(s)- segment name on invoice should match name on Scope of Work
  - ☐ How many linear feet of work were completed
  - ☐ Contractor name and contact information
  - ☐ Date
  - ☐ Organization being billed by Contractor

Receipts/invoices/or other documents for administrative costs

Please list all attached documents below

Construction/Engineering Invoices

Invoice Number	Contractor Name	Linear Feet	Invoice Total
	Total Construction Cost		

Adminstrative Expenses Recipets/Invoices/Documents

Date	Document Name	Taxes	Amount
	Total Administrative Reimbursement		
	Total Reimbursement Request		

Equipment Inventory Form

At the time of contract close-out, grantees should use this form to inventory all equipment with a value of $500 or more that was purchased by the grantee using StRAP funds. If an item has been disposed of or lost, please indicate the manner of disposal (lost, damaged, used completely, etc.) in the "Current Location" column. For item description, cost, and reimbursement date, please refer to the invoice that was attached to the StRAP Request for Payment form when the item was reimbursed by StRAP. This form only needs to be completed for individual items with a value of $500 or more. For example: if 5 sets of waders each costing $125 were purchased together, these waders would NOT need to be documented on this form as the individual cost of each item is less than $500.

Grantee Organization:	
Contract Number	
Employee completing form:	
Email:	
Date Completed	

Equipment Descripton	**Current Location**	**Date Reimbursed** (refer to date of request for	**Cost**	**Notes**
Ex: Drone	Division office at 216 W Jones St, Raleigh	4/28/2023	$1,000	used for surveying creeks

Signature of Employee Completing Form

Date

Work Hours Time Log

Submit for along with Request for Payment to: strap.reimbursement@ncagr.gov

If they choose, StRAP grantee organizations may be reimbursed for time spent by their staff while working on the StRAP project. Grantees should use this form when requesting reimbursement for the time spent by their staff. Only time spent directly on StRAP work can be reimbursed. A seperate form should be filled out for each employee. Provide a detailed daily description of the work completed in the time period to be reimbursed. **Any amount of staff time reimbursed is considered as project administration (which is capped at 15% of total reimbursements).** The first time this form is submitted for an employee, please include a letter from the finance office stating the employee's salary and benefits as an hourly rate. Please consult the StRAP contract for more information on using a portion of awarded funds for reimbursement of project administration costs.

Please attach a letter from your finance department outlining the employee's hourly pay rate.

Grantee:	
Contract	
Employee:	

Date	Activity	Hours	Rate	Reimbursement
Example: 2/22/2024	Example: Met with contractor on Jones Creek Segment 1 to review work. Walked entire 2,000 foot section to approve work. Answered contractors questions and confirmed work completed.	3	$20/hr	$60
	Total Reimbursement:			0

Employee Signature _____ **Date** _____

Supervisor Signature _____ **Date** _____