Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

June 19, 2026

Jennifer Harrison
Buncombe SWCD
49 Mt Carmel Road
Asheville, NC 28806

NOTIFICATION OF FUNDING OFFER

Dear Jennifer Harrison,

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 $802,275.00 for your project, StreamFlow Rehabilitation Assistance Program (StRAP) - Helene Recovery, 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:
Stephanie Alston
StRAP Admin Specialist
stephanie.alston@ncagr.gov

Original signatures mail:
Stephanie Alston, StRAP Admin Specialist
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) – Helene Recovery.

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
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Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

GRANTEE DOCUMENT CHECK OFF LIST

INSTRUCTIONS:

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

Grantee Name: Buncombe SWCD

Project Title: *Streamflow Assistance Program-Helene*

Contract Number: 26-079-4011

Grantee *Circle One Box*		**Document Title**	**Division** *Attached or On File*		**Grants Office** *Attached or On File*	
(Yes)	No	Contractual "**Check Off List for Grantee**"	Yes	No	Yes	No
(Yes)	No	**Contract Cover** (To be signed, dated)	Yes	No	Yes	No
(Yes)	No	**Attachment A** *General Terms and Conditions*	Yes	No	Yes	No
(Yes)	No	***Attachment B*** *Site List & Project Timeline*	Yes	No	Yes	No
(Yes)	No	**Attachment C** *NC Openbook Supplemental Information*	Yes	No	Yes	No
(Yes)	No	**Attachment D** *Signature Card*	Yes	No	Yes	No
Yes	No	**Attachment E** *Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report*	Yes	No	Yes	No
Yes	No	***Attachment F*** *Streamflow Rehabilitation Assistance Program 50% Progress Report*	Yes	No	Yes	No
Yes	No	**Attachment G** *Request for Payment Form*	Yes	No	Yes	No
Yes	No	**Attachment H** *Request for Payment Summary*	Yes	No	Yes	No
Yes	No	**Attachment I** *Equipment Log*	Yes	No	Yes	No
Yes	No	**Attachment J** *Time Log*	Yes	No	Yes	No

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Department Use Only
FUNDING CODE: 1000-203704-54600067-1001803-10H0 000026 AMOUNT: $802,275.00 TIME PERIOD: May 1, 2026 to June 30, 2029

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

Streamflow Rehabilitation Assistance Program – Government

Contract Number: ____26-079-4011_____

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 Buncombe SWCD, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6000279 and is physically located in Buncombe and is further located at 49 Mt Carmel Road Asheville, NC 28806.

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 2024-57, Senate Bill 382 Section -1D.2 and Session Law 2025-26, House Bill 1012 Section 2A.3.(a)b. 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. Site List & Project Timeline (Attachment B)
4. NC Openbook Supplemental Information (Attachment C)
5. Signature Card (Attachment D)
6. Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report (Attachment E)

7. Streamflow Assistance 50% Progress Report (Attachment F)

8. Request for Payment form (Attachment G)

9. Request for Payment Summary (Attachment H)

10. Equipment Log (Attachment I)

11. Time Log (Attachment J)

12. 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 May 1, 2026, and shall terminate on June 30, 2029, 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 submit Site List and Contract Timeline (Attachment B) prior to receiving the contract offer.

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

3. 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.

4. 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.

5. The Grantee shall provide copies of Right of Entry (RoE) forms completed by all landowners who own properties to be worked on in projects included in Attachment B, Scope of Work. These RoE forms must be submitted to The Agency before the contract shall be fully executed.

6. The Grantee will need to have Fifty percent (50%) of award funds committed (i.e., encumbered) with vendors by August 30, 2027. If by August 30, 2027, 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 $802,275.00. The funds are provided from State appropriations allocated through Session Law 2024-57, Senate Bill 382 Section -1D.2 and Session Law 2025-26, House Bill 1012 Section 2A.3.(a)b. By August 30, 2027, 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, 2026.

3. The quarterly report will be submitted using the form shown as 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 Streamflow Assistance 50% Progress Report by end of business hours on August 30, 2027. 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 (using the Attachment named "Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report") and Final Request for Payment 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 Request for Payment form*, along with the Request for Payment Summary form, and 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 Payment" 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
Stephanie Alston **1614 Mail Service Center** **Raleigh, NC 27699-1614** Telephone: 919-707-3773 Email: stephanie.alston@ncagr.gov Grants & Contracts General Email: agr.grants@ncagr.gov	Stephanie Alston 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
Richard Gustafson Buncombe SWCD 49 Mt Carmel Road Asheville, NC 28806 (850) 250-4785 richard.gustafson@buncombecounty.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

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

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

DEFINITIONS

Links to definitions are provided to meet the intent and requirements of *NC Administrative Rules 09 NCAC Admin Code 03M.0102, and the North Carolina General Statutes* unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

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

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

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

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

RELATIONSHIPS OF THE PARTIES

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

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

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

(a) Forward the Grantee's payment check directly to any person or entity designated by the Grantee, or

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

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

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

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

INDEMNITY

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

DEFAULT AND TERMINATION

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

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

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the

Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

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

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

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

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

INTELLECTUAL PROPERTY RIGHTS

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

COMPLIANCE WITH APPLICABLE LAWS

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

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

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

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

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

CONFIDENTIALITY

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

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

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

OVERSIGHT

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

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

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

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall:

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

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

Applicant Organization Name:	Buncombe County
Tax ID Number	56-6000279
Contact Name & Email	Luke Post - luke.post@ncagr.gov

SITE LIST

	Stream/Project Name	**Project Type** (List all that apply- stream debris removal, streambank stabilization, stream restoration, sediment removal, etc)	Linear Feet of Channel Proposed for Repair	Brief Description of Damage	Planned Repair and Removal from Floodplain	Estimated Cost to Repair
A	**11StRAP**	**Streambank Stabilization**	**500 feet**	**Erosion has created bank heights of up to 5 feet along two outer bends of stream channel.**	**Bank shaping along one section of eroded banks. Bank shaping and rip rap placement along the second section. Erosion control measures such as vegetative matting.**	**$95,150**
B	**5StRAP**	**Streambank Stabilization**	**700 feet**	**Incised channel with eroding and unstable stream banks due to TS Helene.**	**Bank shaping and rip rap placement in conjucture with vegetative planting to stabilize eroding, unstable stream channel section.**	**$212,500**
C	**64StRAP**	**Streambank Stabilization**	**840 feet**	**Highly unstable channel morphology following debris flow during TS Helene. Erosional bank heights of 5-10 feet present throughout stream segment.**	**Bank shaping and rip rap placement throughout stream segment to help repair channel morphology and prevent further bank erosion. Erosion control measures such as vegetative matting.**	**$199,625**
D	**6StRAP**	**Streambank Stabilization**	**750 feet**	**Active stream bank erosion of up to 5-10 feet along stream section following TS Helene.**	**Bank shaping and revegatation along stretch of damaged stream banks to remediate situation created by erosion.**	**$168,750**

E	**8StRAP**	**Streambank Stabilization**	**700 feet**	**Multiple sections of erosion, with bank heights of up to 5-10 feet, as well as multiple areas of blowout have created an unstable channel morphology following TS Helene.**	**Bank shaping, as well as revegetation measures, to repair highly eroded banks and areas of blowout throughout section of stream channel.**	**$126,250**
F						
G						
H						
I						
J						
K						
L						
M						
N						
O						
P						
Y						
Z						
TOTALS:			0			$802,275

PROJECT TIMELINE

Time Period	Summary of Planned Work Include both on the ground work (such as when you anticipate debris removal starting and being completed), as well as all other work associated with your project, such as meetings with landowners, hiring contractors, acquiring permits, etc.
Q3 (July-Sept) 2026	Begin Request for Qualifications (RFQ) Process
Q4 (Oct-Dec) 2026	Continue Request for Qualifications (RFQ) Process and Hire Engineering Firm(s)
Q1 (Jan-Mar) 2027	Begin Site Design Phase
Q2 (Apr-Jun) 2027	Continue Site Design Phase and Start Permit Acquisition
Q3 (July-Sept) 2027	Complete Permit Acquisition and Site Design Phase
Q4 (Oct-Dec) 2027	Begin Request for Proposal (RFP) Process
Q1 (Jan-Mar) 2028	Select and Hire Contractors
Q2 (Apr-Jun) 2028	Begin Construction Phase
Q3 (July-Sept) 2028	Continue Site Construction
Q4 (Oct-Dec) 2028	Project Closeout and Billing

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

ATTACHMENT F: NC OPENBOOK SUPPLEMENTAL INFORMATION

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

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

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

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

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

2. Current project timeline. Begin _____ End _____

3. Expected outcomes and specific deliverables.

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

4. The Grantee's WEB URL: Home Page | NC Agriculture

5. * Primary County of Performance. County Name: Wake
   Congressional District #: 02 ***(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)***

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

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

_____
_____
_____

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

CONTRACT and FINANCIAL DOCUMENTS SIGNATURE CARD

INSTRUCTIONS:
Please read and fill in the required information for each field as applicable. Signatures must match the Contract signatures. A revised form must be submitted prior to processing any contractual documents, submitting "Request for Payments," or any other financial documents if the affixed signature(s) are no longer valid. This form may be duplicated if more than two people are signing for the organization.

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 as having legal signing authorization on behalf of the above named organization for the purposes of executing contractual documents as well as preparing, approving, and executing all financial documents to include "*Requests for Payments*." I understand the legal implications of all misrepresentation(s), which include but are not limited to defrauding the State of North Carolina and certify via my signature below, I have full authority to execute this Agreement on behalf of the named organization.

GOVERNMENT ENTITIES ONLY
(Must match Contract signature)

Authorized Government Official	**CFO, Controller, or Other Authorized Government Official**
Printed Name:	Printed Name:
Title:	Title:
Email Address:	Email Address:
Signature:	Signature: