Great Trails State Program Grant Agreement

STATE OF NORTH CAROLINA GRANTEE'S FEDERAL TAX I.D.#_____
COUNTY OF WAKE

Great Trails State Program Grant Agreement

This grant contract ("Contract") is hereby entered into by and between the North Carolina Department of Natural and Cultural Resources (the "Agency") and Burke County (the "Grantee") (referred to collectively as the "Parties") for the purpose of providing grant funding to the Grantee for new trail development and extension of existing trails across North Carolina, including for planning, land and easement acquisition, construction, and maintenance.

Grantee Information:

Grantee: Burke County

Grantee Address and Contact Information:
Sarah Chabaane, Trails Planner
110 N. Green St, Morganton, NC 28655
sarah.chabaane@burkenc.org
828-764-9034

Grantee Fiscal Year End Date: June 30

Grant Award Date: July 7, 2025

Project Number: GTSP2025-0013

Project Title: FFST & OVST Repairs and Construction

Period Covered by This Contract: September 1, 2026 through August 31, 2029

Project Scope (Description of Project): Development includes new natural surface trail (9500 LFT), repair Natural surface trail (9240 LFT), Trailhead, Bridges (2), Signage, Markers, Kiosk, Interpretative Panels, Engineered Pedestrian Road Crossing (1), Internal road crossings (5), and contingency costs

Project Costs:	**Grant Award Amount:**	**$363,067**
	Grantee-Provided Match:	**$181,533**

The Parties agree to be bound by and comply with the terms, requirements, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances appearing either directly or by reference in this Contract, as well as described in Section 14.6 of N.C. Session Law 2023-134, the Great Trails State Program ("GTSP") grant application, and the Great Trails State Program Application Guide (the "Guide"), and the following documents, which are incorporated herein by reference, as though fully set forth herein:

1) The Scope of Work, description of services (Attachment A)
2) The Line-Item Budget and Narrative (Attachment B)
3) Notice of Certain Reporting and Audit Requirements (Attachment C)
4) State Grant Certification – No Overdue Tax Debts form (Attachment D)

5) Waiver of Retroactivity (Attachment E)

Upon execution of this Contract, the Agency hereby promises, in consideration of the promises by the Grantee herein, to provide to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant-assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

DEFINITIONS

Except as otherwise provided in the Contract documents, the terms below shall have the following meanings in this Contract.

"Agency" means the North Carolina Department of Natural and Cultural Resources.

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

"Certification of Compliance" means a report provided by the Grantee to the Agency that states that the Grantee has met the reporting requirements established by this Contract and included as a statement of certification by the Agency as part of the Grantee reporting package.

"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.

“Deliverable(s)” means any tangible and original works of authorship created by or on behalf of Grantee under the Contract.

“Director of State Budget” means the State Budget Director of North Carolina.

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

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

"Grant" means financial assistance provided by DNCR to an eligible grantee to carry out the activities and purpose identified in this Contract.

“Grantee” means an entity that receives State financial assistance.

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

"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.

“State financial assistance" means State funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a grantee or subrecipient as defined in this Contract.

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

“State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are disbursed as financial assistance to other organizations.

"Subrecipient" means a non-State entity that receives State financial assistance from a Grantee to carry out part of a State program; but does not include an individual that is a beneficiary of such program.

TERMS AND CONDITIONS

1. **Great Trails State Grant Program Terms and Conditions**
    a) Grant funds awarded from the funds allocated in Section 14.6 of N.C. Session Law 2023-134 must be matched in accordance with the tier ranking of the county where the project is located below. In the case of trail projects in more than one county, the match shall be based on the lowest county tier. The required match is as follows:

        (i) Tier 1: in the amount of one non-State dollar ($1.00) of matching funds for every four dollars ($4.00) of State funds;
        (ii) Tier 2: in the amount of one non-State dollar ($1.00) of matching funds for every two dollars ($2.00) of State funds; or
        (iii) Tier 3: in the amount of one non-State dollar ($1.00) of matching funds for every one dollar ($1.00) of State funds.

        The match may include cash, fee waivers, in-kind services, the donation of assets, the provision of infrastructure, or a combination of these. Non-cash matches must be quantifiable and documented. Eligible matching funds shall follow the requirements outlined in the Guide.

    b) To be eligible, project costs must be incurred during the period covered by this Contract, be documented in the grant application, described in the project scope of this Contract, and initiated and/or undertaken after execution of this Contract by the Grantee and the Agency, unless the Grantee has obtained a Waiver of Retroactivity approved by the Agency. The Agency shall only pay or reimburse the Grantee for reasonable, eligible costs actually incurred by the Grantee that do not exceed the grant award amount for the Project outlined in this Contract.

    c) Land acquisition costs, and property value used as match, for fee title and easement acquisition shall be based on the fair market value of real property or the sales price, whichever is less. The value must be based upon an independent appraisal completed by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board who certifies that it meets the Uniform Standard of Professional Appraisal

Practices (USPAP) or Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book appraisal). Properties valued at over $750,000 require two appraisals. Appraisals must be dated within 12-18 months of the effective date of the grant contract. The Agency shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Agency.

d) Fee title land or easement purchases acquired prior to the Grant being awarded shall only be considered an eligible cost if the Grantee obtained a Waiver of Retroactivity approved by the Agency prior to the acquisition.

e) The Grantee agrees that all fee simple land purchases or easements acquired with GTSP assistance shall be used for recreational trail purposes for the use and benefit of the general public for a minimum period of fifteen (15) years after acquisition. The Grantee agrees to maintain and manage GTSP-assisted development/renovation projects for public recreation use for a minimum period of fifteen (15) years after project completion. GTSP-assisted development/renovation project, land purchases, and easements shall not be converted to other than public recreational trail use without the prior written approval of the Agency or its successor agency. If the GTSP-assisted development/renovation project, land purchases, or easements is converted without prior Agency approval, the Agency reserves the right to require the Grantee to reimburse the Agency for the full grant award amount.

This 15-year trail use requirement shall be binding upon the Grantee and all parties having any right, title, or interest in the property, and their heirs, successors, and assigns, and shall be binding upon all those claiming by, through, or under each such party. Furthermore, the Agency, and its agents, employees, and representatives shall have a right of entry and access to the property for the purpose of inspecting the property and exercising its enforcement rights during the 15-year period.

f) In the event the Grantee, its successors or assigns, wishes to transfer the property or any interest therein during the 15-year period, it shall notify the Agency in writing of the names and addresses of any party to whom the property is intended to be transferred at least sixty (60) days prior to the time said transfer is to be consummated. Any transferee of the property or any interest therein shall take title subject to the 15-year trail use requirement referenced herein or applicable to the property. The Grantee, its successors and assigns, shall make specific reference to the 15-year trail use requirement in a separate paragraph of all subsequent leases, deeds, or other legal instruments by which the Property or any interest therein is conveyed.

g) In the event that a Grantee obtains a Waiver of Retroactivity for fee title land or easement purchases acquired prior to the Grant being awarded, the Grantee shall file a notice of restriction in the property records of the county in which the property is located using language provided by the Agency which includes restrictive language that recognizes the State's interest in the property and the property's perpetually restricted use as a State Trail. This notice shall be in lieu of the language required for insertion into the fee interest deed or easement deed as described in Section 1(e) of this Contract.

h) The Grantee shall provide a copy to the Agency of the fee interest deed, easement deed, or notice of restriction within thirty (30) days of recording.

i) The Grantee agrees to begin development on property acquired with GTSP assistance within three (3) years of the project closeout date in order to allow general public access and use.

j) The Grantee agrees to permit periodic audits and site inspections by the Agency to ensure work progress in accordance with the approved project, including a required close-out inspection upon project completion. After project completion, the Grantee agrees to conduct compliance inspections at least once every five (5) years and to submit an Agency-provided inspection report to the Agency.

k) Wherever possible and appropriate, bridges, boardwalks, signage, and other trail facilities shall follow standard designs and specifications as the Agency may specify.

l) The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.

m) All facilities funded by GTSP shall comply with the Americans with Disabilities Act Accessibility Guidelines ("ADAAG") and any amendments thereto.

n) The Grantee shall only use seeds and plants classified by the U.S. Department of Agriculture as native to North Carolina in all project design and construction, except (i) nonnative seeds and plants may be used in landscaping for locations where the primary purpose is crop cultivation, crop and horticulture research, science, botanical gardens, or zoos and (ii) the use of nonnative turf grass is acceptable.

o) If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Agency of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.

2. **Grantee's Duties, Line-Item Adjustments, and Scope of Work:** The Grantee shall provide the services as described in Attachment A, Scope of Work and Description of Services and in accordance with the approved budget in Attachment B. The Grantee may make line-item adjustments of less than ten percent (10%) for budgeted expenditures without prior approval from the Agency, except if the adjustment would exceed the total grant amount.

   For line-item adjustments of ten percent (10%) or more for budgeted expenditures, the Grantee shall submit a written request for approval to the Agency and include a justification for the adjustment. Line-item adjustments requiring approval shall be effective only upon a dually executed amendment between the parties, in accordance with Paragraph 21 of this Contract.

   Amendments executed under this Paragraph shall include the new line-item adjustment(s) (Attachment B) and any changes in the Scope of Work and Description of Services (Attachment A) related to the duties and services affected by the line-item adjustment. An amendment that fails to comply with the requirements of this Paragraph shall not be binding upon the parties. A violation of this Paragraph shall constitute a material breach and shall entitle the Agency to terminate the contract and pursue all rights and actions available to it under the law.

3. **Grant Invoices and Payments: Payment** shall be made in accordance with this Contract, the Scope of Work (Attachment A), and the Line-Item Budget and Narrative (Attachment B). The total amount paid by the Agency to the Grantee under this Contract is $363,067**.** Invoices shall be submitted to the Contract Administrator quarterly. Final invoices, including accounting records that document all expenditures, must be received by the Agency prior to or at the time of the close-out inspection.

   Accounting records should be based on generally accepted accounting standards and principles. All accounting records and supporting documents shall clearly show the Project Number and Project Title to which they are applicable. The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices and deliverables.

4. **No Employment Relationship Between State and Grantee: The** Grantee is and shall be wholly responsible for 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 in the performance of this Contract. The Grantee's performance of this Contract does not create or establish any employment relationship, joint venture, or partnership between the Grantee and the State or the Agency. The Grantee represents that it has, or shall secure at its own expense, all personnel required to perform the services under this Contract. Such personnel of Grantee shall not be employees of, or have any individual contractual relationship with, the State or the Agency.

5. **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 Agency, the Agency 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 Agency to anyone other than the Grantee and the Grantee remain responsible for fulfillment of all contract obligations.

6. **Beneficiaries:** Except as otherwise provided herein, 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.

7. **Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee.

8. **Noncompliance and Use of Grant Funds:** The Grantee may only use the grant funds disbursed hereto in the manner allowed under this Contract. The Agency shall review reporting from the Grantee to ensure that grant fund expenditures meet the requirements of this Contract, as well as any applicable laws, rules, or regulations. If the Agency finds that the Grantee is noncompliant with any requirements of this Contract or law, the Agency may declare the Grantee ineligible for further participation in future GTSP grant cycles and/or take action consistent with applicable laws and regulations, including, but not limited to, the requirements of 09 NCAC 03M .0801, until such time as compliance has been obtained to the satisfaction of the Agency.

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

10. **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.

11. **Effect of Termination**:
    (a) In the event the Contract is terminated by either party, the Grantee shall be paid for work that is satisfactorily completed under the terms of this Contract, as determined by the Agency and under the terms herein.
    (b) The Grantee shall not incur new obligations for the terminated portion of the Contract and shall cancel as many outstanding obligations as possible, immediately after receiving the notification of termination from the Agency or providing the Agency with the same if the Grantee is terminating the Contract. Costs incurred after receipt or provision of termination notice shall be disallowed.
    (c) The Grantee shall not be relieved of any liability owed to the Agency because of any breach of the Contract by the Subgrantee. The Agency may, to the extent authorized by law, withhold payments to the Subgrantee for the purpose of set-off until the exact amount of damages due the Agency from the Subgrantee is determined.
    (d) In the event of termination by either Party, the Grantee shall provide to the Agency an itemized list of all Deliverables created under the Contract.
    (e) In addition, in the event of default by the Grantee under this Contract, the Agency may, to the extent and in the manner allowed under law, immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the Agency has with the Grantee, and de-bar the Grantee from doing future business with the Agency.

12. **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.

13. **Reversion of Unused Funds at Termination or Expiration of Contract and upon Certain Audit Findings**: The Grantee agrees to refund to the Agency, subsequent to an audit of the project's financial records, any costs disallowed or required to be refunded to the Agency on account of audit exceptions. The Grantee agrees that any unused State-awarded funds remaining after the completion of the project or termination of this Contract shall revert back to the Agency to be deposited into GTSP for distribution by the Agency.

14. **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 allocation and appropriation of funds for this purpose to the Agency.

15. **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.

16. **Survival of Promises: Except** as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date.

17. **Intellectual Property Rights, Licensing, and Ownership of Deliverables:** The Grantee shall own all rights, title, and interest in deliverable items produced pursuant to this Contract. Notwithstanding the foregoing, the Grantee agrees to grant to the Agency, at no charge to the Agency, a non-exclusive, royalty-free, and irrevocable right and license to reproduce, publish, or otherwise use any deliverable item for Agency purposes, as well as purposes of the State, and to authorize others to do so. Further, the Grantee shall require all subrecipients and subcontractors to include in all agreements relating to this Contract a clause giving the Agency the same rights, title, and license granted herein.

    This license is not to be construed as a conveyance or surrender of copyright, trademark, or any other right or interest, based in intellectual property or otherwise, that is or may be vested in the Grantee's ownership of the deliverable items. Furthermore, the Grantee warrants and represents that it shall only create deliverable items in which the Grantee is the sole owner of all rights, title, and interest thereto. Such rights, title, and interests include, but are not limited to, copyright, trademark, and any other intellectual property rights. The Grantee warrants and represents that this Contract and the rights licensed herein do not violate any other party's rights or interests in intellectual property or otherwise. In addition, the Grantee agrees to not use the deliverable items in any manner to suggest speech on the part of the Agency or the State of North Carolina or which would be unlawful by a government agency.

18. **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n) and any amendments thereto.

19. **Compliance with Laws:** All Parties to this Contract shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to its conduct and to the administration of this Contract.

20. **Equal Employment Opportunity: The** Grantee shall comply with all federal and State laws relating to equal employment opportunity and fair and equal employment, including, but not limited to, Governor Cooper's Executive Order 24 as well as Title VII of the Civil Rights Act of 1964, as applicable.

21. **Access to Persons and Records: The** Grantee shall provide to authorized State entities such access to persons and records required under law, including, but not limited to, access required under N.C.G.S.

§§ 143-49 and 147-64-7. The Grantee shall retain all records for a period of five years following completion of the Contract.

22. **Record Retention:** The Grantee shall retain documents and records relating to this Contract for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. 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.

23. **Amendment**: This Contract may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Agency and duly executed by an authorized representative of the Agency and the Grantee.

24. **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.

25. **Headings: The** Section and Paragraph headings in these General Terms and Conditions are not material parts of the Contract and should not be used to construe the meaning of any text or content thereof.

26. **Sales/Use Tax Refunds:** If eligible, the Grantee and all subrecipients 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.

27. **Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Contract. If travel is necessary in the performance of this Contract, it shall be included in the approved project budget and narrative.

28. **Gifts and Favors Regulated:** Under Governor Perdue's Executive Order 24 and N.C.G.S. §133-32, it is unlawful for any vendor or contractor (e.g., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies. This prohibition covers those vendors and contractors who:

    (1) have a contract with a government agency;
    (2) have performed under such a contract within the past year; or
    (3) anticipate bidding on such a contract in the future.

    The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Contract.

29. **Effective Period:** This Contract shall be effective upon signature by all Parties to this Contract and shall terminate upon final expenditure of all funds and submission of all reports as required by law and this Contract.

30. **Conflict of Interest Policy:** The Grantee shall have on file with the Agency a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State Funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds.

31. **Statement of No Overdue Tax Debts:** The Grantee's sworn written statement pursuant to N.C.G.S. § 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the federal, state, or local level, is attached as Attachment D. Grantee acknowledges that the written statement must be filed before the Agency may disburse the grant funds.

32. **Compliance with Certain Reporting and Audit Requirements:** The Grantee shall follow all relevant State laws, rules, and regulations relating to reporting and audit requirements. In addition, this Contract is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment C).

33. **Disbursements:** As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
    (a) Implement adequate internal controls over disbursements.
    (b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee's accounting system.
    (c) Assure adequate control of signature stamps/plates.
    (d) Assure adequate control of negotiable instruments; and
    (e) Implement procedures to ensure that all account balances are solvent and reconcile the account monthly.

34. **Outsourcing/Assignability/Subcontracting:** The Grantee shall not subgrant or subcontract any of the work contemplated under this Contract without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subgrantee, subrecipient, or subcontractor. The Grantee is not relieved of any of the duties and responsibilities of this Contract. Furthermore, any subrecipient or subgrantee must agree to abide by the standards contained in this Contract and to provide all information to allow the Grantee to comply with these standards.

35. **Cap State-Funded Portion of Nonprofit Salaries:** Pursuant to Section 5.4 of Session Law 2023-134, no more than one hundred forty thousand dollars ($140,000) in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of the Grantee.

36. **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 Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other Party within 30 calendar days of such change.

Agency Contact Information	Grantee Contact Information
Vonda Martin Program Manager Grants & Outreach NC Division of Parks & Recreation 1615 Mail Service Center Raleigh, NC 27699-1615 919-707-9338 grants@ncparks.gov	Sarah Chabaane Trails Planner Burke County 110 N. Green St Morganton, NC 28655 sarah.chabaane@burkenc.org 828-764-9034

37. **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 understandings relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters shall be determined.

38. **Entire Agreement:** This Contract and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Contract and any addenda thereto, are incorporated herein by reference as though set forth verbatim. 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.

39. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Great Trails State Program Grant Agreement

In Witness Whereof, the Grantee and the Agency have executed this Contract in duplicate originals, with one original being retained by each Party.

Grantee: Burke County

Signature of Chief Elected Official Date

Printed Name Title

(Notary Public Completes)

State of North Carolina

County of

On this _____ day of _____, 20___,
_____ personally appeared before me the said named _____, in their capacity as _____ for Grantee, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: _____, 20_____.

Signature of Notary Public

(Seal Here)

Great Trails State Program Grant Agreement

North Carolina Department of Natural and Cultural Resources
Pamela B. Cashwell, Secretary

By: **Director, NC Parks & Recreation**

Department Head or Authorized Agent for Secretary Cashwell	**Title**	**Date**

North Carolina Source of Funds: Account Code: 56600188

Great Trails State Program Grant Agreement

Attachment A
Scope of Work

North Carolina Division of Parks and Recreation
Great Trails State Program

Grantee: Burke County

Title of Project: FFST & OVST Repairs and Construction

Project Number: GTSP2025-0013

Contract Number: GTSP2025-0013

Amount of Grant: $363,067

Amount of Match: $181,533

Contact Person for Project: Sarah Chabaane

Title: Trails Planner

Address: 110 N. Green St, Morganton, NC 28655

Telephone: 828-764-9034

Contact email address: sarah.chabaane@burkenc.org

Scope of Project: Development includes new natural surface trail (9500 LFT), repair Natural surface trail (9240 LFT), Trailhead, Bridges (2), Signage, Markers, Kiosk, Interpretative Panels, Engineered Pedestrian Road Crossing (1), Internal road crossings (5), and contingency costs

Length of Project: September 1, 2026 through August 31, 2029

Schedule for funding drawdown: Grantee may submit drawdown requests quarterly, and grantee must submit detailed expenditure report and invoices quarterly to reconcile grant expenditures. Not more than 90% of the grant will be released until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The grant application and support documentation are, by reference, part of the Agreement.

Great Trails State Program Grant Agreement

Attachment B
Line-Item Budget and Narrative

Project Description

The co-located sections of Fonta Flora and Overmountain Victory State Trails on the western side of the county include the 1780 and Enclave neighborhoods. The 1780 development is currently designated as a section of Overmountain Victory National Historic Trail built in 2006 by the developer and easement was transferred to Burke County in 2021. This 1.75 mile section leaves Lake James State Park heading towards the Enclave before entering McDowell county. The 1780 section of trail is need of dire repair with significant erosion and aging infrastructure concerns, in addition to 1,200 LF extension to meet the Enclave neighborhood. This section of trail also needs a formalized road crossing of NC 126 from the State Park. Adjacent neighborhood, The Enclave, will include construction of approximately 2 miles of new trail and a trailhead off South Mountain Institute Road.

The repairs and addition of new trail expands the existing Overmountain Victory Trail from 2.2 miles to 5.9 continuous miles, more than doubling what currently exists. The Fonta Flora State Trail currently has 20 miles on the ground in Burke County and these additional 3.75 miles will encourage the long-range connection through McDowell and Buncombe counties and allow for state/federal designations once built to sustainable trail standards.

Both trails are a part of the state trails systems. In Burke county, these recreational amenities are highly praised and well supported by partners, elected officials, tourism, and community members. The County is committed to the advancement of the trail system and is currently in the design and engineering phase for these two sections. It is anticipated that construction documents through the selected design firm will be finalized in January 2025. These will be bid ready packets, which will allow the County and its partners to apply for necessary permits, environmental reviews, and then begin construction.

Project Budget

Project Element	Unit Quantity	Unit	Unit Cost	Total Item Cost
New natural surface trail	9500	Linear Feet	$18.00	$171,000.00
Repair Natural surface Trail	9240	Linear Feet	$15.00	$138,600.00
New Trailhead	1	Lump Sum	$0.00	$85,000.00
New Bridge	2	Each	$40,000.00	$80,000.00
Signage, Markers, Kiosk, Interp Panels		Lump Sum	$0.00	$22,000.00
Contingency		Lump Sum	$0.00	$20,000.00
Engineered Pedestrian Road Crossing	1	Lump Sum	$18,000.00	$18,000.00
Internal road crossings	5	Each	$2,000.00	$10,000.00
			Total:	$544,600

Great Trails State Program Grant Agreement

Non-State Match

Type of Match	Amount of Match	Source of Match	Availability
Cash	$250,000.00	County Capital Improvement Plan	currently available

Budget Summary

Total Project Cost: $544,600

Total Non-State Match: $181,533

Total Grant Request: $363,067

County Tier Designation: Tier 2

Great Trails State Program Grant Agreement

Attachment C
Notice of Certain Reporting and Audit Requirements

The Grantee shall comply with all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

Reporting Thresholds.
There are three reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

(1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars ($25,000) within its fiscal year.

(2) Level II - A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand ($25,000) or greater, but less than five hundred thousand dollars ($500,000) within its fiscal year.

(3) Level III – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars ($500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

(1) All grantees and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.

(2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.

(3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Contract.

(4) Level III grantees 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.

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Contract 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, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Contract shall not be charged to State awards.

Notwithstanding the provisions of this Contract, a grantee may satisfy the reporting requirements of this Contract by submitting a copy of the report required under federal law with respect to the same funds.

Great Trails State Program Grant Agreement

Attachment D
State Grant Certification – No Overdue Tax Debts Form

THIS PAGE IS INTENTIONALLY LEFT BLANK AS A PLACEHOLDER FOR ATTACHMENT D. NON-PROFIT ORGNIZATIONS SHOULD USE PROVIDE A NO OVERDUE TAX DEBTS FORM CERTIFICATION WITH THEIR CONTRACT.

Great Trails State Program Grant Agreement

Attachment E
Waiver of Retroactivity

Not Applicable to Burke County