

FORSYTH COUNTY

BOARD OF COMMISSIONERS

BRIEFING
DRAFT

MEETING DATE: DECEMBER 17, 2020

AGENDA ITEM NUMBER: 11

SUBJECT: RESOLUTION AUTHORIZING ACCEPTANCE OF UP TO \$30,480 IN GRANT FUNDS TO N.C. COOPERATIVE EXTENSION FROM THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF SOIL AND WATER CONSERVATION

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

N.C. Cooperative Extension received notification on November 12, 2020, that they were eligible to accept a grant from the North Carolina Department of Agriculture and Consumer Services, Division of Soil and Water Conservation, of \$30,480 to provide district matching funds and support for technical assistance for the Forsyth Soil & Water Conservation District. The Forsyth Soil & Water Conservation District is a separate entity housed within the N.C. Cooperative Extension. This is a reimbursement contract and the Forsyth Soil and Water District submits a quarterly progress report to North Carolina Department of Agriculture by the 15th day of October, January, and April and the 30th day of June for reimbursement of quarterly expenditures. The revenues and expenditures for this contract are budgeted for in the FY21 Budget.

ATTACHMENTS: ☒ yes ☐ no

SIGNATURE: _____ DATE: _____
COUNTY MANAGER

**RESOLUTION AUTHORIZING ACCEPTANCE OF UP TO \$30,480 IN GRANT FUNDS
TO N.C. COOPERATIVE EXTENSION FROM THE NORTH CAROLINA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF
SOIL AND WATER CONSERVATION**

WHEREAS the North Carolina Department of Agriculture and Consumer Services, Division of Soil and Water Conservation has awarded a grant to the N.C. Cooperative Extension in the amount of \$30,480.00; and

WHEREAS these grant funds will be applied for the provision district matching funds and support for technical assistance for the Forsyth Soil & Water Conservation District;

NOW, THEREFORE BE IT RESOLVED, that the Forsyth County Board of Commissioners hereby authorizes the Chair or the County Manager and the Clerk to the Board to execute the necessary documents, on behalf of Forsyth County and its N.C. Cooperative Extension, to receive grant funds from the North Carolina Department of Agriculture and Consumer Services, Division of Soil and Water Conservation, to provide district matching funds and support for technical assistance for the Forsyth Soil & Water Conservation District, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this the 17th day of December 2020.



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

November 12, 2020

Mr. Mike Bowman, Soil & Water Conservationist
Forsyth Soil & Water Conservation District
1450 Fairchild Road, Room 11
Winston-Salem, NC 27105-4560

NOTIFICATION OF FUNDING OFFER

Dear Mr. Bowman:

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 **\$30,480.00** has been approved for District Matching Funds and Technical Assistance.

Two original contract packets must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed, as applicable, before they are returned to the address provided below. By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. Please return the two completed packets to:

Helen Wiklund, Administrative Specialist
NC Department of Agriculture & Consumer Services
Division of Soil & Water Conservation
1614 Mail Service Center
Raleigh, NC 27699-1614

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.

One fully-executed, 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 Helen Wiklund at 919-707-3773, or feel free to send an email to helen.wiklund@ncagr.gov.

I would like to take this opportunity to thank you for your efforts to protect the soil and water resources of our state.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government/University)

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: Forsyth Soil & Water Conservation District

PROJECT TITLE/NAME: District Master Agreement

CONTRACT #: 21-035-4038

Grantee Organization 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	☐	No	Attachment F – W-9 Tax Information	☐	Yes	☐	No	☐	Yes	☐	No
☐	Yes	☐	No	Attachment G – Vendor Electronic Payment Form	☐	Yes	☐	No	☐	Yes	☐	No

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**



Departmental Use Only

CENTER: 1611-3701
ACCOUNT: 536967
AMOUNT: \$3,600.00

CENTER: 2710
ACCOUNT: 536502
AMOUNT: \$26,880.00

CENTER: _
ACCOUNT: _
AMOUNT: _

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

District Master Agreement – Government

CONTRACT # 21-035-4038

This Contract is made and entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Division of Soil and Water Conservation**, (the “Agency”) and the Forsyth Soil and Water Conservation District, (the “Grantee”), and referred to collectively as the “Parties.” The Grantee’s federal tax identification number is 56-6000450 and is physically located in Forsyth County, and is further located at 1450 Fairchild Road, Room 11, Winston-Salem, NC 27105-4560.

The purpose of this Contract is to establish the procedures for the Agency to provide district matching funds and support for technical assistance to the Grantee. This Contract is funded by State appropriations. Funds awarded under this Contract must be used for the purpose for which they are intended.

The Grantee’s fiscal year ends June 30.

Contract Documents:

This Contract consists of the 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, including Timeline, Line Item Budget and Budget Narrative (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Vendor Electronic Payment Form (Attachment G)

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

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 the 1st day of July, 2020, and shall terminate on the 30th day of June, 2023 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:

The Grantee hereby agrees to perform, in a manner satisfactory to the Agency and in accordance with the policies and rules of the Soil and Water Conservation Commission (the "Commission"), services described in Attachment B, Scope of Work.

Work to be performed under this Contract may be performed by employees of the District.

The District shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Administrator.

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 **\$30,480.00**.

This amount consists of: \$30,480.00 in State funds

The Grantee's matching requirement is **\$30,480.00**, which consists of:

In Kind	\$
Cash	
Cash and In-kind	\$
Cash and/or In-kind	\$30,480.00
Other/Specify	\$

The total Contract amount is **\$60,960.00**.

V. Conflict of Interest Policy:

Any district receiving funding for an employee through this Contract shall have in place a secondary employment policy that protects the District, its employees, the County, the Agency, and the Commission from any actual, potential or perceived conflict of interest. Such policy shall be in accordance with the Commission Guidelines on Secondary Employment found at http://www.ncagr.gov/SWC/costshareprograms/documents/secondary_employment_district_employee.pdf

Any Grantee that receives funding for an employee through this Contract shall submit to the Agency by January 15, 2021 and annually thereafter a secondary employment form for each employee funded through this Contract. The Grantee shall submit an updated form along with its quarterly progress reports if the secondary employment or other potential conflicts of interest of a funded employee arise after the initial submission.

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:

Allocations not dispersed under this Contract shall revert to the Agency upon the Contract's expiration or termination.

VIII. Reporting Requirements:

Quarterly Progress Reports:

The Grantee shall submit quarterly progress reports to the Agency, with each report due on or before the 15th day of, October, January, and April and the 30th day of June continuing until the project is complete. The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter. Failure to provide quarterly reports constitutes a breach of contract and may result in funding being withheld or termination of the contract.

IX. Payment Provisions:

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than quarterly, with an invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project, in addition to deliverables provided by the Grantee, subject to approval by the Agency. Upon approval by the Agency, payment may be made within 30 days. All payments are subject to the availability of funds.

The Grantee agrees to provide information required by the Agency to comply with the procedures for disbursement of funds under this Contract and maintain reports and accounting records, including but not limited to receipts and invoices that support the allowable expenditure of State funds.

The parties to the Contract further agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon the Grantee complying with all of the terms set forth in this Contract and performing the services specified in Attachment B in a satisfactory manner. It will be the responsibility of the Agency to determine if the Grantee is complying with the Contract and performing the services specified in Attachment B in a satisfactory manner. Failure to comply with the terms of the Contract and/or failure to perform services in a satisfactory manner may result in funding being withheld or immediate termination of the Contract.

Payment shall be made in accordance with the Contract Documents and limited to the amounts in the Scope of Work, Attachment B.

Eligible expenditures for payment must be within the effective period noted in the Contract.

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 quarterly invoices.

Indirect costs are not allowable expenditures under this Contract.

X. 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
Helen Wiklund, Administrative Specialist Division of Soil & Water Conservation 1614 Mail Service Center Raleigh, NC 27699-1614 Telephone: 919-707-3773 Email: helen.wiklund@ncagr.gov	Helen Wiklund, Administrative Specialist Division of Soil & Water Conservation Old Health Building 216 W. Jones Street, 3 rd Floor Raleigh, NC 27603

For the Grantee:

GRANTEE CONTRACT ADMINISTRATOR	DISTRICT KEY PERSONNEL
Mike Bowman, Soil & Water Conservationist Forsyth SWCD 1450 Fairchild Road, Room 11 Winston-Salem, NC 27105-4560 Telephone: 336-703-2850 Fax: 336-767-7904 Email: bowmanml@forsyth.cc	Specified in Strategy Plan

XI. 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.

XII. Disbursements:

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

- a. Will implement or already have implemented adequate internal controls over disbursements;
- b. Pre-audit all invoices presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates; and

- d. Assure adequate control of negotiable instruments; and
- e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XIII. 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. The Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior written notice to the Agency.

XIV. 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.

XV. Designation of Payees:

As many soil and water conservation districts have entered into prior agreements with other governmental entities to administer all or a portion of their budget it is necessary to specify the payee for each activity described in the Scope of Work, Attachment B. Upon approval by the Agency of the required request for payment forms and supporting documentation, payments shall be issued to designated payees as follows:

Activity	Payee Name	Payee Fed Tax ID
District Matching Funds	Forsyth SWCD	56-6000450
Technical Assistance Salary and Benefits Funds	Forsyth SWCD	56-6000450
Technical Assistance Operating Funds	Forsyth SWCD	56-6000450

XVI. 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.

Grantee: Forsyth Soil and Water Conservation District

Signature of Authorized Representative	Date
Damon L. Sanders- Pratt	Deputy County Manger
Printed Name	Title

Witness:

Signature	Date
Ashleigh M. Sloop	Clerk to the Board
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]

ATTACHMENT B

Scope of Work and Payment Provisions

The Forsyth Soil & Water Conservation District will complete the following activities and supply the following deliverables:

1. District Matching Funds – Funds for district operating support are allocated to each county equally, subject to that District's documentation that matching funds equal to or exceeding the allocated amount are available for match. To be eligible to receive matching funds the Grantee shall:
 - a. Submit by March 31 of each fiscal year an 'Application for Matching Funds for Soil & Water Conservation Districts' showing the amount of matching funds requested by the Grantee and documenting the source and amount of matching funds provided by the Grantee. The Grantee shall not count as match the funds that were allocated by the Commission for technical assistance cost share nor those local funds pledged to match technical assistance cost share. **Matching Funds not requested by March 31 shall be unencumbered from this Contract.**
 - b. Upload to the Agency's SharePoint site:
 - i. The approved minutes of all district board meetings held during the period of the Contract.
 - ii. Term of office documentation for each board supervisor for their current term
 1. Oath of Office
 2. Employment Certification Form for District Supervisors (Form 201)
 - iii. Supervisor Disclosure Form (NC-CSPs-SD) – Due annually for each board supervisor by February 28
2. Cost Share Technical Assistance – cost share funds for technical assistance positions are allocated to districts by the Commission and through the Agency in accordance with its rules and procedure, 02 NCAC 59D .0108. To be eligible to receive technical assistance cost share, the Grantee shall:
 - a. Submit by June 1 of each fiscal year, the District Strategy Plan for cost share programs for the upcoming fiscal year, including a request for technical assistance funds. The request for technical assistance funds should include the name of each employee who does technical work to support Commission Cost Share Programs and an upload of those employees' Job Approval Authority.
 - b. Implement cost share program activities in the District, pursuant to Commission rules and policies.
 - c. Submit a Request for Payment of Technical Assistance Form at least annually and no more frequently than quarterly documenting actual expenditures for salary, benefits, and operating expenses by the Grantee in support of the technical assistance position(s) approved by the Commission and listed in the Contract Budget. Any technical assistance funds encumbered for the current fiscal year that are not

requested by the Grantee on or before June 30 of that fiscal year shall be unencumbered from this Contract.

- d. Work with the technical supervisor to upload an updated Individual Development Plan in AgLearn by June 30, 2021 for each for each employee performing work on Commission cost share program contracts.
- e. Have in place a secondary employment policy consistent with the Commission's Guidelines on Secondary Employment and shall upload to the Agency's SharePoint site an annual Secondary Employment Form for each employee performing work on Commission cost share program contracts. The initial Secondary Employment Form shall be submitted annually on or before October 15 of each year. The Grantee shall submit an updated form along with its quarterly Request for Payment of Technical Assistance if the secondary employment changes or other potential conflicts of interest of a subject employee arise after the initial submission.

CONTRACT BUDGET

The following budget reflects the maximum authorized payment for each activity described in the scope of work.

Activity 1: District Matching Funds

Fiscal Year	Maximum Amount Awarded	District Match Requirement
2020-21	\$3,600.00	\$3,600.00
2021-22		
2022-23		

Activity 2: Cost Share Technical Assistance

Fiscal Year	Maximum Allocation	District Match Requirement
2020-21	\$26,880.00	\$26,880.00
2021-22	\$0.00	\$0.00
2022-23	\$0.00	\$0.00

Certifications and Assurances

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.

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)

1450 Fairchild Rd

Winston-Salem, NC 27105

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.

Forsyth County, North Carolina

Grantee Organization Name

Signature of Authorized Representative

Date

Damon L. Sanders-Pratt

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.

DUNS Number: _____
 Contract Number: _____ Amendment Number: _____
 Grantee Name: _____
 TAX ID Number: _____
 Fiscal Year Ends: June 30

1. 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.

2. Current project timeline: Begin _____ End _____

3. 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: _____

5. * Grantee County of Residence: _____ Congressional District#: _____
 (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 more than one county or "Regional", list the counties receiving benefit.

*Grantee County of Residence: County in which grantee is located.

**County of Benefit: List only county or counties in which funding will be spent and/or food commodities will be received.

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:

REV 01/2019

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

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



Section 1 – Taxpayer Identification

*1. Social Security Number (SSN), OR Employer Identification Number (EIN), OR Individual Taxpayer Identification Number (ITIN) *2. (PRESS THE TAB KEY TO ENTER EACH NUMBER)	Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.		
*4. Legal Name (as shown on your income tax return):	3. Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)		
5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:	(PRESS THE TAB KEY TO ENTER EACH NUMBER)		
Contact Information			
*6. Legal Address (DO NOT TYPE OR WRITE IN THIS FIELD)		7. Remittance Address (Location specifically used for payment that is different from Legal Address, if applicable)	
*Address Line 1:		Address Line 1:	
Address Line 2:		Address Line 2:	
*City	*State	*Zip (9 digit)	City
*County		County	
*8. Contact Name:			
*9. Phone Number:			
10. Fax Number:			
11. Email Address:			
*12. Entity Type		*13. Entity Classification	14. Exemptions (see instructions)
Individual/Sole Proprietor/Single-member LLC C-Corporation S-Corporation Partnership Trust/Estate Other _____ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____		Medical Services Legal/Attorney Services NC Local Govt Federal Govt NC State Agency Other Govt Other (specify)	Exempt payee code (if any):
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.			Exemption from FATCA reporting code (if any):

Section 2 - Certification

Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and - I am a U.S. citizen or other U.S. person (defined later in general instructions), and - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/):		
*Printed Name:	*Printed Title:	
*Authorized U.S. Signature:	* Date:	

Please complete the "Modification to Existing Vendor Records" section below if there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address

Return to the NC State Agency from which you are requesting payment.

NC Office of the
State Controller
***Denotes a Required Field**
This form is to be
completed by the vendor.

STATE OF NORTH CAROLINA
SUBSTITUTE W-9 FORM
Modification to Existing Vendor Records



This form is to be completed by the vendor if one or more of the following have changed:

1. Change of remittance address.
2. Change of Social Security Number (SSN), or Employer Identification Number (EIN), or Individual Taxpayer Identification Number (ITIN).
3. Change of Vendor Name.

Please complete the applicable sections below.

Section 1:

CHANGE FROM: Remittance Address

*Address Line 1:		
Address Line 2:		
*City	*State	*Zip (9 digit)
*County		

CHANGE TO: Remittance Address

*Address Line 1:		
Address Line 2:		
*City	*State	*Zip (9 digit)
*County		

NOTE: If you would like to receive your payments electronically, please complete the [Vendor Electronic Payment Form](#)

Section 2:

*** CHANGE FROM: SSN, or EIN, or ITIN**

* CHANGE FROM: SSN, or EIN, or ITIN
--

*** CHANGE TO: SSN, or EIN, or ITIN**

* CHANGE TO: SSN, or EIN, or ITIN
--

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Section 3:

CHANGE FROM: Vendor Name

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

CHANGE TO: Vendor Name

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

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

General Instructions

For General Instructions, please refer to the IRS Form W-9 located on the IRS Website (<https://www.irs.gov/>).

Specific Instructions

Section 1 -Taxpayer Identification

1. Taxpayer Identification Type. Check the type of identification number provided in box 2.

2. Taxpayer Identification Number (TIN). Enter taxpayer's nine-digit Employer Identification Number (EIN), Social Security Number (SSN), or Individual Taxpayer Identification Number (ITIN) without dashes.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

3. Dunn and Bradstreet Universal Numbering System (DUNS). Vendors are requested to enter their DUNS number, if applicable.

4. Legal Name. Enter the legal name as registered with the IRS or Social Security Administration. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

5. Business Name. Business, Disregarded Entity, trade, or DBA ("doing business as") name.

Contact Information

6. Enter your **Legal Address**.

7. Enter your **Remittance Address, if applicable.** A **Remittance Address** is the location in which you or your entity receives business payments.

8. Enter the **Contact Name**.

9. Enter your **Business Phone Number**.

10. Enter your **Fax Number**, if applicable.

11. Enter your **Email Address**, if applicable.

For clarification on IRS Guidelines, see www.irs.gov.

12. Entity Type. Select the appropriate entity type.

13. Entity Classification. Select the appropriate classification type.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

14. Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 - The United States or any of its agencies or instrumentalities
- 3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
- 4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 - A corporation
- 6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 - A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 - A real estate investment trust
- 9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10- A common trust fund operated by a bank under section 584(a)
- 11 - A financial institution
- 12 - A middleman known in the investment community as a nominee or custodian
- 13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B - The United States or any of its agencies or instrumentalities

C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G - A real estate investment trust

H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I - A common trust fund as defined in section 584(a)

J - A bank as defined in section 581

K - A broker

L - A trust exempt from tax under section 664 or described in section 4947(a)(1)

M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

To establish to the paying agency that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on NC Substitute Form W-9. You are being requested to sign by the State of North Carolina.

For additional information please refer to the IRS Form W-9 located on the IRS Website (<https://www.irs.gov/>).

Office of the State Controller
Return to: OSC Support Services Center
 Address: 1410 Mail Service Center
 Raleigh, NC 27699-1410
 Email: osc.support.services@osc.nc.gov
 Telephone: 919-707-0795



Vendor Electronic Payment Form
 New Add Request
 Change/Update Existing Account
 Inactivate Existing Account
***Denotes a required field**

The State of North Carolina offers payees the opportunity to receive payments electronically through U.S. based banks. In addition to having the funds deposited electronically, you will also receive remittance information by e-mail.

We require you to submit a copy of a voided check, bank statement, or a letter from your bank for account verification.

*TAX ID # or SSN

--	--	--	--	--	--	--	--	--	--

*PAYEE NAME

--	--

*REMITTANCE ADDRESS

(AS PRINTED ON
YOUR INVOICE)

STREET

--

SUITE/ROOM #

--

--

CITY

--

STATE

ZIP CODE

--

*CONTACT

NAME & TITLE

PHONE NUMBER

NEW FINANCIAL INFORMATION

*FINANCIAL INSTITUTION NAME:																		
*NAME ON ACCOUNT:																		
*NEW ROUTING NUMBER:																		
*NEW ACCOUNT NUMBER:																		
*ACCT TYPE:	Checking									Savings								
*REMIT E-MAIL ADDRESS																		

New add requests MUST include contact information for the state agency with which you are doing business.

*Agency Name:	NCDA&CS	*Agency Contact Name:	Helen Wiklund
*Agency Contact Email Address:	helen.wiklund@ncagr.gov	*Agency Contact Phone Number:	919-707-3773

PRIOR FINANCIAL INFORMATION (only required for updates)

FINANCIAL INSTITUTION NAME:																		
NAME ON ACCOUNT:																		
ROUTING NUMBER:																		
ACCOUNT NUMBER:																		
ACCT TYPE:	Checking									Savings								
REMIT E-MAIL ADDRESS																		

* ALL BOXES BELOW MUST BE REVIEWED AND CHECKED

	I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, and the requirements of the Office of Foreign Assets Control (OFAC). I affirm the entire amount of the payment will not be transferred to a foreign bank account.
	I authorize the Office of the State Controller to initiate ACH payments, and if necessary, adjustments for any ACH payments in error, to the financial institution and account identified on the attached certification document. This authority will remain in effect until I, the vendor, cancel it in writing or the authority is terminated by the NC Office of the State Controller.
	I have attached a copy of a current voided check, current bank statement or included a bank letter on bank letterhead.

*PRINT NAME:		*DATE:	
*SIGNATURE:		*PHONE NUMBER:	

Instructions

*** Denotes a required field on the form**

1. *Check the appropriate box at the top of the form:
 - New Add Request – Vendor would like to begin receiving payments via ACH.
 - Change/Update Existing Account – Vendor's account number, routing number, or remittance email address has changed.
 - Inactivate Existing Account – Vendor no longer wants to receive payments via ACH.
2. *Enter the vendor's Tax Identification Number or Social Security Number.
3. *Enter the Payee Name – The name of the person or business receiving payment.
4. *Enter the vendor's remittance address. The remittance address is the address printed on your invoice where payments should be sent.
5. *Enter the vendor's contact name, title, and phone number.
6. *Enter the vendor's financial information:
 - Financial Institution Name – Name of the financial institution.
 - Name on Account – The account owner's name.
 - Routing Number – Nine-digit number identifying the financial institution.
 - Account Number – The bank account number where the funds should be deposited.
 - Account Type – Is this a checking or savings account? Check the appropriate box.
 - Remit E-mail address - Enter the email address to which the remittance advices should be sent.
7. *For a **new add request only**, provide the following:
 - Agency Name – The state agency the vendor is doing business with.
 - Agency Contact Name – The vendor's contact person name at the state agency.
 - Agency Contact Email Address – The contact person's email address at the state agency.
 - Agency Contact Phone Number – The contact person's phone number at the state agency.

NOTE: New add requests MUST include contact information for the state agency with which you are doing business.
8. Prior Financial Information – this is required if the vendor's bank account, routing number, or remittance email address has changed.
 - Financial Institution Name – Name of the financial institution.
 - Name on Account – The account owner's name.
 - Routing Number – Nine-digit number identifying the financial institution.
 - Account Number – The bank account number where the funds should be deposited.
 - Account Type – Is this a checking or savings account? Check the appropriate box.
 - Remit E-mail address - Enter the email address to which the remittance advices should be sent.
9. *Review all the information in the 3 attestation boxes located above the signature area. All 3 boxes must be checked – **otherwise the form will not be processed.**
10. *Print Name – Print the name of the authorized signee on the form.
 - *Date – Date of signature.
 - *Signature – The authorized signee's signature.
 - *Phone Number – The authorized signee's phone number.

Return to: OSC Support Services Center

Address:

1410 Mail Service Center

Raleigh, NC 27699-1410

Email: osc.support.services@osc.nc.gov

Please allow up to 30 days for processing.

Instructions

*** Denotes a required field on the form**

1. *Check the appropriate box at the top of the form:
 - New Add Request – Vendor would like to begin receiving payments via ACH.
 - Change/Update Existing Account – Vendor's account number, routing number, or remittance email address has changed.
 - Inactivate Existing Account – Vendor no longer wants to receive payments via ACH.
2. *Enter the vendor's Tax Identification Number or Social Security Number.
3. *Enter the Payee Name – The name of the person or business receiving payment.
4. *Enter the vendor's remittance address. The remittance address is the address printed on your invoice where payments should be sent.
5. *Enter the vendor's contact name, title, and phone number.
6. *Enter the vendor's financial information:
 - Financial Institution Name – Name of the financial institution.
 - Name on Account – The account owner's name.
 - Routing Number – Nine-digit number identifying the financial institution.
 - Account Number – The bank account number where the funds should be deposited.
 - Account Type – Is this a checking or savings account? Check the appropriate box.
 - Remit E-mail address - Enter the email address to which the remittance advices should be sent.
7. *For a **new add request only**, provide the following:
 - Agency Name – The state agency the vendor is doing business with.
 - Agency Contact Name – The vendor's contact person name at the state agency.
 - Agency Contact Email Address – The contact person's email address at the state agency.
 - Agency Contact Phone Number – The contact person's phone number at the state agency.

NOTE: New add requests MUST include contact information for the state agency with which you are doing business.
8. Prior Financial Information – this is required if the vendor's bank account, routing number, or remittance email address has changed.
 - Financial Institution Name – Name of the financial institution.
 - Name on Account – The account owner's name.
 - Routing Number – Nine-digit number identifying the financial institution.
 - Account Number – The bank account number where the funds should be deposited.
 - Account Type – Is this a checking or savings account? Check the appropriate box.
 - Remit E-mail address - Enter the email address to which the remittance advices should be sent.
9. *Review all the information in the 3 attestation boxes located above the signature area. All 3 boxes must be checked – **otherwise the form will not be processed.**
10. *Print Name – Print the name of the authorized signee on the form.
 - *Date – Date of signature.
 - *Signature – The authorized signee's signature.
 - *Phone Number – The authorized signee's phone number.

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