

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: MARCH 23, 2015

AGENDA ITEM NUMBER: 7-A&B

SUBJECT: A. RESOLUTION AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS TO RECEIVE GRANT FUNDS FROM THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, NORTH CAROLINA FOREST SERVICE, URBAN AND COMMUNITY FORESTRY GRANT PROGRAM TO DEVELOP A STREAMBANK STABILIZATION GUIDE, WORKSHOPS, AND PROJECTS IN FORSYTH COUNTY

B. AMENDMENT TO THE FY 2014-2015 BUDGET ORDINANCE TO APPROPRIATE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM FUNDS FOR A STREAMBANK STABILIZATION GUIDE, WORKSHOPS, AND PROJECTS IN FORSYTH COUNTY TO THE COOPERATIVE EXTENSION SERVICE

(COOPERATIVE EXTENSION SERVICE)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Audrey Watts, Jr.* DATE: March 17, 2015
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS
TO RECEIVE GRANT FUNDS FROM THE NORTH CAROLINA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,
NORTH CAROLINA FOREST SERVICE, URBAN AND COMMUNITY
FORESTRY GRANT PROGRAM TO DEVELOP A
STREAMBANK STABILIZATION GUIDE, WORKSHOPS, AND
PROJECTS IN FORSYTH COUNTY
(COOPERATIVE EXTENSION SERVICE)**

WHEREAS, on February 9, 2015, the Forsyth County Board of Commissioners adopted a resolution authorizing submission of a grant application, on behalf of the Forsyth County Cooperative Extension Service, to the North Carolina Department of Agriculture and Consumer Services, North Carolina Forest Service, Urban and Community Forestry Grant Program in the amount of \$10,000 for the development of a Streambank Stabilization Guide, workshops and projects in Forsyth County during the grant period March, 2015 through June 30, 2015; and

WHEREAS, the Forsyth County Cooperative Extension Service received notification from the North Carolina Department of Agriculture and Consumer Services that a grant has been awarded in the amount of \$10,000 for the development of a Streambank Stabilization Guide, workshops, and projects in Forsyth County;

NOW, THEREFORE, BE IT RESOLVED by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County and the Forsyth County Cooperative Extension Service, necessary documents to receive a grant from the North Carolina Department of Agriculture and Consumer Services, North Carolina Forest Service, Urban and Community Forestry Grant Program in the amount of \$10,000 to develop a Streambank Stabilization Guide, workshops and projects in Forsyth County, subject to a pre-audit certificate thereon by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this 23rd day of March 2015.

**FORSYTH COUNTY, NORTH CAROLINA
AMENDMENT TO
2014-2015 BUDGET ORDINANCE**

FROM: BUDGET & MANAGEMENT

MEETING DATE: March 23, 2015

EXPLANATION: Cooperative Extension Service received notification from the North Carolina Department of Agriculture and Consumer Services, North Carolina Forest Service, Urban and Community Forestry Grant Program that a grant has been awarded in the amount of \$10,000 for development of a Streambank Stabilization Guide, workshops, and projects in Forsyth County. No additional County funds are requested as a part of this grant.

BE IT ORDAINED BY THE FORSYTH COUNTY BOARD OF COMMISSIONERS THAT THE
FY 2014 – 2015 BUDGET ORDINANCE IS HEREBY AMENDED AS FOLLOWS:

INCREASE: SECTION 1. REVENUE.
GENERAL FUND
INTERGOVERNMENTAL \$10,000

INCREASE: SECTION 2 APPROPRIATIONS.
GENERAL FUND
COOPERATIVE EXTENSION \$10,000

NATURE OF TRANSACTION:
 Additional Revenue Available
 Transfer within Accounts of
Same fund
 Other:

APPROVED BY BOARD OF COUNTY
COMMISSIONERS AND ENTERED ON
MINUTES DATED _____
AGENDA ITEM NUMBER _____



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
 Steven W. Troxler, Commissioner

NC Forest Service – Urban & Community Forestry Program

CONTRACT "CHECK OFF LIST" for Grantee

INSTRUCTIONS: CHECK THE "YES" BOXES IN 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 "X NO" HAS BEEN CHECKED OFF FOR YOU, THAT DOCUMENT IS NOT REQUIRED FOR THIS GRANT PROGRAM OR PROJECT.

GRANTEE ORGANIZATION NAME: Forsyth County Cooperative Extension

PROJECT TITLE/NAME: Innovative Streambank Stabilization Efforts

CONTRACT #: _____ **TRACKING #:** 15-E-204-FOR-UCF

GOVERNMENTAL ENTITIES ONLY Check one Box	DOCUMENT TITLE <i><u>ALL SIGNATURES MUST BE IN BLUE INK</u></i>	DEPARTMENTAL USE - DOCUMENTS ATTACHED OR ON FILE	GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract "Check Off List" for Grantee	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract Cover (To be signed, dated & witnessed)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT A – General Terms & Conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT B – Agency's Urban & Community Forestry Grant Program Contractual Requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT C – Scope of Work (includes Timeline and Line Item Budget), Description of Services or Grantee's Proposal	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT D – Certifications and Assurances Section	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT E – NC OpenBook Supplemental Information	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT F – Signature Card	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT G – W-9 Tax Information	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT H – Vendor Electronic Payment Form	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT I – Federal Regulations	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Effective 7/14

STATE OF NORTH CAROLINA
COUNTY OF WAKE



Departmental Use Only	
CENTER:	1610-4119-2011
ACCOUNT:	536421
AMOUNT: \$	10,000
FED AWARD #:	11-DG-11083137-001
CFDA:	10.675

**North Carolina Department of Agriculture and Consumer Services
North Carolina Forest Service
Urban & Community Forestry Grant Program – Governmental**

CONTRACT # _____

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, North Carolina Forest Service**, (the "Agency") and Forsyth County Cooperative Extension, (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, Winston-Salem, NC 27105.

The purpose of this Contract is to restore local streambanks to provide educational opportunities for the public and create demonstration sites. The Grantee's project title is Innovative Streambank Stabilization Efforts. This Contract is funded by a grant from USDA Forest Service, Cooperative Forestry Assistance, CFDA# 10.675, for the Urban & Community Forestry Grant Program. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends 06/30.
(Month/Day)

Contract Documents:

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

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Agency's Urban & Community Forestry Grant Program Contractual Requirements (Attachment B)
4. Scope of Work, including Timeline, Line Item Budget and Budget Narrative (Attachment C)
5. Certifications and Assurances Section (Attachment D)
6. NC Openbook Supplemental Information (Attachment E)
7. Signature Card (Attachment F)
8. W-9 Tax Information (Attachment G)
9. Vendor Electronic Payment Form (Attachment H)
10. Federal Regulations (Attachment I)

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

I. Precedence Among Contract Documents:

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

II. **Effective Period:**

This Contract shall be effective on March 01, 2015 and shall terminate on July 31, 2015, 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 shall provide the services as described in Attachment C, Scope of Work.

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 \$10,000.

This amount consists of: \$ 10,000 in federal funds.
This amount consists of \$ 0.00 in State funds.

a. There are no matching requirements from the Grantee.

b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In Kind	\$
	Cash	\$
	Cash and In-kind	\$
	Cash and/or In-kind	\$
	Other/Specify:	\$

c. The Grantee's matching requirement is \$8,107, which consists of:

	In Kind	\$
	Cash	\$
X	Cash and In-kind	\$8,626
	Cash and/or In-kind	\$
	Other/Specify:	\$

d. The Grantee has committed to an additional \$ _____ to complete the project as described in Attachment D.

The contributions from the Grantee shall be sourced from non-federal funds.

The total Contract amount is \$ 18,676.

V. **Conflict of Interest Policy:**

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

VI. **Statement of No Overdue Tax Debts:**

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

VII. **Reversion of Unexpended Funds:**

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

VIII. Reporting Requirements:

(1) State [N.C.G.S. 143C-6-23]:

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

(2) Agency:

- a) Final Report: Grantee shall submit a programmatic report, the format to be supplied by the Agency. This report is due within 15 days of the contract end date.

(3) Federal: (applies to federal funds only)

OMB Circular A-133: Any Grantee that receives \$500,000 or more in federal awards during its fiscal year from any source, including federal funds passed through the State or other grantors, must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

Grantees that receive less than \$500,000 in federal funds during its fiscal year from any source, are exempt from federal audit requirements for that year, except as noted in Subpart B §215(a), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

IX. Payment Provisions:

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Reimbursement form, to be provided by the Agency. All Request for Reimbursement forms should be received no more than monthly, with a certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency, payment shall be made within 30 days. Twenty percent (20%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency. All payments are subject to the availability of funds.

The Grantee shall put any funds received as an advance payment from the Agency in an interest bearing account. Interest earned shall be reported on the Agency "Request for Reimbursement" form. The Grantee may keep interest amounts up to \$100 per year for administrative expenses, which have been determined as allowable costs. Interest earned in excess of \$100 must be returned to the Agency no later than 60 days after the Contract terminates or expires.

The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Request for Reimbursement" form. Eligible uses of income earned are:

- a) Expanding the project or program;
- b) Continuing the project or program after grant ends; or
- c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Reimbursement form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to: copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary

registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Payment shall be made in accordance with the Contract Documents and as described in the Urban & Community Forestry Grant Program Contractual Requirements, Attachment B.

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

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

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

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
Nancy Stairs, Urban Forestry Program Coordinator North Carolina Forest Service 1616 Mail Service Center Raleigh NC 27699-1616 Telephone: 919.857.4842 Email: Nancy.Stairs@ncagr.gov	Nancy Stairs, Urban Forestry Program Coordinator North Carolina Forest Service 512 N. Salisbury Street, 10 th Floor, Archdale Bldg. Raleigh NC 27604

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Wendi Hartup, Natural Resources Extension Agent Forsyth County Cooperative Extension 1450 Fairchild Road Winston-Salem, NC 27105 Telephone: 336.703.2850 Email: wendi_hartup@ncsu.edu	Same

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 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
- 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. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior 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.

[This Contract is continued on the next page.]

XV. 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 _____

Signature of Authorized Representative Date

Printed Name Title

Witness:

Signature Date

Printed Name Title



North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner

Printed Name of Authorized Representative

Public Sector Contracts (Governmental) - Forestry

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. 60B-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: To subcontract work to be performed under this Contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains the prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by the Contract: (a) the Grantee is not relieved of any duties and responsibilities provided in this Contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the grantee to comply with these standards, and; (c) the subcontractor agrees to allow State and federal authorized representatives access to any records pertinent to its role as a subcontractor.

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 holds and saves the Agency, its officers, agents, and employees, harmless from liability of

any kind, including damages, 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 of the Grantee. The Grantee represents and warrants that it shall make no claim of any kind against the Agency's agents who are involved in the delivery or processing of Grantee goods to the Agency. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

Default and Termination

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

Termination for Cause: If, through any cause, the Grantee fails 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, documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, 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 documents and other materials. The Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Contract, and the Agency may withhold 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. Deliverable items, reports, maps or other documents produced in whole or in part under this Contract may not be the subject of an application for copyright by or on behalf of the Grantee.

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, or vendor), is prohibited from making gifts or giving favors to any employee of the Department of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) 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.

Time Records: The Grantee will maintain records of the time and effort of each employee receiving compensation from this Contract, in accordance with the appropriate OMB circular.

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.

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

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

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

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

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

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall 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 N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

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

Recycled Paper: The Grantee ensures that all publications produced as a result of this Contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with respect to any action based on this Contract.

Gratuities, Kickbacks, or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks, or contingency fee(s) are paid in connection with this Contract, nor are any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract.

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) Circular A-87, A-122, or A-21, 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]

URBAN & COMMUNITY FORESTRY GRANT PROGRAM CONTRACTUAL REQUIREMENTS

CFDA NUMBER

The Catalog of Federal Domestic Assistance Number corresponding with the federal funding supporting this grant program is 10.675, a component of the Cooperative Forestry Assistance program of the USDA Forest Service.

STATE REPORTING REQUIREMENTS

Additional reporting is required during the contract period for **non-governmental entities**. The reporting is based on total funds received from the state, not from the Urban and Community Forestry Grant Program alone. Reports must be submitted following each fiscal year the grant contract is active. Final reports may be submitted at contract completion if the grantee has no other state funding sources. Grantees failing to register and report this information to the Office of State Budget and Management will not be allowed to receive future grant funds. State Grant Compliance reporting is accomplished through the Office of State Budget and Management on-line reporting system for their Grant Information Center – www.ncgrants.gov. To report in the NCGrants on-line system, you will be required to obtain an NCID. You may register by going to the NCGrants Login page and clicking the link, "Don't have an NCID?". If you have questions, contact the NCID Help Desk at 1-800-722-3946.

COST SHARE (MATCHING) REQUIREMENTS

Match funds, where required, must be from qualifying non-Federal cash sources or in-kind services or contributions. The North Carolina Forest Service (NCFS) must concur with the values placed on in-kind services and materials. Sources of the non-federal match must not be used as a match for any other federal cost-share project. Consequently, match amounts used to satisfy other federal grants may not be claimed toward this grant.

VALUATION & DOCUMENTATION OF SUPPLIES AND SERVICES (IN-KIND MATCH)

Donated services are valued at the rate ordinarily paid by the grantee's organization, or the rate that would normally be paid in the labor market. Market value should be used for materials and supplies donated to the project by "third parties". The value of land is not allowable. *Donated supplies and services are **not** reimbursable, but may be used to meet matching requirements.*

Documentation required: **Manpower and Equipment Expense or Match Documentation Form** (direct personnel costs may be requested for further information (e.g. payroll sheets, time sheets showing time spent)); documented volunteer time or labor (**sign-in sheets** and time donated); **Donated Services and Materials Documentation Form** for donated professional services or donated materials; purchased services or materials (consultant invoice or vendor receipt and proof of payment).

PROGRAM INCOME

Program income is gross revenue generated by a grant-supported activity. Examples of program income include ***workshop registration fees***, revenues from the sale of publications, royalties, and others. The most common type of program income involving U&CF grants is excess workshop registration fees where grant funds are used to defray workshop costs (speaker fees, room rental, educational handouts, etc.). In cases where a profit is realized from a grant-supported activity, grantees **must** report to NCFS the amount of profit and apply it directly to the grant-funded project, reducing the over-all grant amount. Exceptions **may** be made, upon request, where program income is used to further support the goals and objectives of the specific grant and the *NC Urban and Community Forestry Grant Program*. If these conditions cannot be met, then the funds **must** be returned to the State of North Carolina. Further requirements can be found in the applicable Federal Regulations and OMB Circulars.

Please include your grant number *and* contract number in **ALL** correspondence regarding your grant (phone calls, emails, faxes, letters, and report and reimbursement forms).

COMPETITION

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Further requirements can be found in the applicable Federal Regulations and OMB Circulars.

CONTRACT SERVICES OR SINGLE ITEMS GREATER THAN \$2,500

You must obtain and submit a **minimum of 3 quotes** for any contracted service or single item greater than \$2,500 prior to submitting the application. Quotes must be written (copies of an email, fax, or formal bid are acceptable). Arborists or urban foresters must be certified with either the International Society of Arboriculture (ISA) or the American Society of Consulting Arborists (ASCA). NCFS must be notified prior to purchase or contract for any approved expenditure greater than \$2,500.

PUBLICATIONS

All publications, videos or CDs created for distribution to the public for informational or educational purposes must be submitted to NCFS for approval *prior* to printing (excluding announcement flyers) and include a statement of non-discrimination. Given that the funds provided are federally sourced, NCFS does not limit usage of materials or data by the Grantee post-contract period. This includes and permits University faculty to publish scholarly works for publication in peer review journals and students to publish or defend a thesis or dissertation. However, all above materials produced as a result of this grant funding (including announcement flyers, scholarly works and theses) **must** recognize the funding support of this program by including the following statement, or alternate acknowledgement **pre-approved** by the North Carolina Forest Service:

“Funding for this project was provided in part through Urban & Community Forestry Grant from the North Carolina Forest Service, Department of Agriculture and Consumer Services, in cooperation with the USDA Forest Service, Southern Region.”

FINISHED PRODUCTS

Unless prior arrangements are made, a minimum of three copies of all finished products funded or otherwise developed under the grant must be furnished to NCFS when the final request for reimbursement is submitted. These include copies of reports and publications produced, such as: tree inventory reports, master plans, landscape plans, brochures, newsletters (add NCFS to mailing list), publications, videos, etc. This does **not** include the actual reimbursement request form or expense documentation, **just** the finished products. Physical accomplishments may be verified by site visits.

COPYRIGHT

Grantees are permitted to copyright documents developed as part of a grant project, however, the USDA Forest Service and State of North Carolina shall reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

REQUESTING CHANGES, MODIFICATIONS AND TIME EXTENSIONS

Grantees are expected to complete their projects as outlined in their original grant proposals, subject to any terms, conditions or modifications outlined by NCFS, in the “Scope of Work” attached to the contract. All projects and final report must be completed by the contract termination deadline. If you need to change or otherwise alter your project, including the project budget, please contact the program coordinator early in the process to discuss options. All requests for changes, modifications or time extensions **must** be submitted in writing at least **60 days prior** to the end of the contract.

Time extensions: Submit a written request (email, fax or letter) with the following:

1. Brief summary of accomplishments completed to date.
2. Account of expenditures to date.
3. Reason additional time is needed.
4. Adjusted Timeline/Schedule form for the proposed completion date.
5. Proposed budget modifications, if applicable.

Please include your grant number *and* contract number in **ALL** correspondence regarding your grant (phone calls, emails, faxes, letters, and report and reimbursement forms).

All time extension requests must first be approved by NCFS then sent to DA&CS Division of Budget and Finance. Once approved by Budget and Finance, a contract amendment is issued to the grantee to sign and return. Reimbursements **cannot** be made for non-approved modifications. Reimbursements **cannot** be made for expenditures made after the contract terminates. Contracts **cannot** be extended or modified after they terminate.

TO SUBMIT A "REQUEST FOR REIMBURSEMENT"

Grant payments are made on a reimbursement basis. Up to 4 reimbursements may be claimed during the contract period. This means that your organization must have funds available to cover grant expenditures until reimbursements are made. Assuming all documentation is in order, every effort is made to process reimbursements promptly and to make payment within one month from the date the request is received by NCFS. The one exception occurs between May and early July, corresponding with the close of the State fiscal year. Incomplete documentation is the most frequent cause of reimbursement delays.

For each reimbursement requested, 80% of approved expenditures will be reimbursed to the grantee, with the Department retaining 20% until the project is completed, and the final reimbursement request and all required accomplishment reports and final products are received.

Procedure:

- All required forms are available online at http://ncforestservice.gov/Urban/urban_grant_forms.htm
- Submit a Request for Reimbursement form for each reimbursement request.
- Include the completed Expense and Match Documentation Form. Use this form to itemize each receipt or other appropriate documentation of expenditure submitted for grant reimbursement and **sufficiently** explain each expenditure.
- Review the budget proposal you submitted in the application and place each expense item under the appropriate project component. Describe cash and in-kind match items and submit the documentation as stated on page 1 under "Valuation and Documentation of Supplies and Services (in-kind match)". You are not required to submit other documentation for the match portion unless specifically requested.
- Complete the Manpower and Equipment Expense or Match Documentation Form for any reimbursement or match claims for in-house staff or other wages covered in the grant. In-house equipment use may also be documented on this form.
- Complete the Donated Services and Materials Documentation Form for any total or partial donated external professional services or donated materials.
- All paperwork pertaining to these claims must be made available upon request prior to payment and maintained for 5 years following the end of contract or until any audit begun during that period is completed (whichever is later).
- Attach copies of all receipts, paid invoices, cancelled checks, volunteer documentation sign-in sheets, donated professional time and donated materials etc.

WHEN SUBMITTING FINAL "REQUEST FOR REIMBURSEMENT"

- Submit *one* (1) Request for Reimbursement form (complete Final Reimbursement section), Expense and Match Documentation Form, Manpower and Equipment Expense or Match Documentation Form and enclose receipts, etc. as explained above.
- Final Request for Reimbursement must be received within **15** days of the end of the contract period (31 July 2015 or within 15 days of the end of the contract if a time extension modification has been approved).

Please include your grant number *and* contract number in **ALL** correspondence regarding your grant (phone calls, emails, faxes, letters, and report and reimbursement forms).

ACCOMPLISHMENT REPORTS

One accomplishment reports are **required** during the contract period:

(All required forms are available online at: http://ncforestservice.gov/Urban/urban_grant_forms.htm)

1. 31 July 2015 – Final Accomplishment Report and Accomplishment Narrative (must be submitted within 15 days after the contract end date)
 - Final Accomplishment Report
 - ⇒ Submit **one** (1) Final Accomplishment Report and Accomplishment Narrative plus all supporting documentation and forms.
 - ⇒ Submit **three** (3) physical copies of all material products produced under this grant, if applicable, such as brochures, management plans, inventories, videos, CD-ROM's, educational materials, newsletters, documents, manuals, etc.
 - ⇒ Enclose photos documenting actual accomplishments for all site-specific projects (including tree planting).
 - ⇒ The Accomplishment report itself may be submitted electronically, including electronic images, by sending an email to: Nancy.Stairs@ncagr.gov

TIMELINE

- Contract start date will be assigned by North Carolina Forest Service.
- Deadline to request time extensions and modifications – **01 June 2015** (no less than 60 days before contract ends).
- Contract ends and final reports due **31 July 2015** unless a time extension is authorized.
- Final reimbursement requests and final reports must be submitted no later than **15 August 2015** (or for grants with a time extension, 15 days after the amended contract end date).
- No reimbursements can be made for expenditures dated before the contract start date or after the contract ending date. The local matching contribution (cash and in-kind) must also be made during the contract period. The only exception is if a time extension has been approved and the contract has been amended.

COMMUNICATION

Address all correspondence relating to the grant to:

NORTH CAROLINA FOREST SERVICE
URBAN AND COMMUNITY FORESTRY GRANT PROGRAM
1616 MAIL SERVICE CENTER
RALEIGH, NC 27699-1616

Physical address for package deliveries (UPS, Fed. Ex., etc.):

North Carolina Forest Service
Urban and Community Forestry Grant Program
512 N Salisbury Street,
Archdale Building, 10th Floor
Raleigh, NC 27604-1189

For additional information and correspondence, contact:

Nancy Stairs, Urban and Community Forestry Program Coordinator

Phone: 919.857.4842

Email : Nancy.Stairs@ncagr.gov

Please include your grant number *and* contract number in **ALL** correspondence regarding your grant (phone calls, emails, faxes, letters, and report and reimbursement forms).

U&CF 2015 APPLICATION FORM

North Carolina Urban and Community Forestry Grant

Project Title: Cooperative Extension Leading Innovative Streambank Stabilization Efforts In NC		
Project Location (City): Kernersville, Winston Salem	(County): Forsyth	
Applicant (Organization) Name: Forsyth County Cooperative Extension		
Address: 1450 Fairchild Rd		
City: Winston Salem	State: NC	Zip Code: 27105
Primary Contact Person/Title: Wendl Hartup		
Phone: 336-703-2850	Fax: 336-767-3557	E-mail: wendl_hartup@ncsu.edu
Employer Identification Number (EIN) (Required): 56-6000450		
Fiscal Year End (month/day): 6 / 30		
DUNS Number: 071569586		
Brief List of Project Objectives: Understand why buffers filled with native plants are important. Learn how to properly select appropriate vegetation and manage non-native, invasive species. Understand small-scale solutions to healthier buffers which can improve stream water quality.		
Grant Funds Requested \$ 10000 Cash Match \$ 625 In-Kind Match \$ 8051 Total Amount of Project \$ 18675	Project Type (check one that best applies) <input type="checkbox"/> U&CF Program Development <input type="checkbox"/> U&CF Program Improvement <input checked="" type="checkbox"/> Education & Information/Training <input type="checkbox"/> Non-Profit Program Development <input type="checkbox"/> Tree Planting <input type="checkbox"/> Demonstration & Site Specific	
Applicant Description <input checked="" type="checkbox"/> local govt. <input type="checkbox"/> non-profit 501(c)(3) <input type="checkbox"/> educational institution <input type="checkbox"/> state govt. <input type="checkbox"/> other (describe) _____		
Is this community a Tree City USA? YES ___ Community population 260008 Is the organization a member of the NC Urban Forest Council? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Has this organization received a U&CF grant in the past? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what grant year(s)? _____		

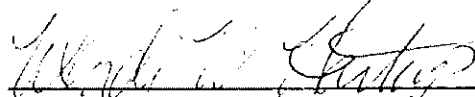
As a duly authorized representative of the organization making this application, I hereby certify that, to the best of my knowledge, all information provided herein is true and represents the desires of this organization. I further certify that I understand the purpose and rules of the program as outlined in the Application Package.

Wendl Hartup

 Printed Name of Authorized Representative

Natural Resources Extension Agent

 Title/Position



 Signature of Authorized Representative

1/22/2015

 Date

Cooperative Extension Leading Innovative Streambank Stabilization Efforts in NC

Background: Cooperative Extension in Forsyth County offers many education opportunities to teach about tree care and selection; the Tanglewood Arboretum is maintained by Cooperative Extension volunteers and is used as an outdoor classroom for children. An urban tree foundation grant to provide canopy trees to homeowners and community groups is housed with Forsyth County Cooperative Extension. Kernersville and Winston Salem are both Tree City USA communities and have done many programs in the past to promote tree planting.

Objectives:

- Understand why buffers filled with native plants are important.
- Learn how to properly select appropriate vegetation and manage non-native, invasive species.
- Understand small-scale solutions to healthier buffers which can improve stream water quality.

Statement of Need: Nonpoint source pollution is recognized as the leading contributor to water quality degradation in the United States. Additionally, the effectiveness of streamside vegetated buffers in reducing pollutant loads to streams is well known. It is common for natural resource professionals and municipalities to receive requests for assistance to correct severe stream erosion that has resulted from a variety of causes including removal of vegetation, invasive plants grow out of control but do not stabilize the land and an increase in impervious surfaces in the watershed. These concerns are communicated after the problem is so advanced that it is beyond the technical expertise of local staff to provide assistance. Traditional methods of streambank stabilization (walls, rip rap, gabion baskets, etc.) are failure prone and cost prohibitive as well as counter productive to ecosystem health. These established, successful programs will target High Rock Lake Watershed citizens and empower them with ideas on how to improve streambank health, water quality and wildlife habitat within their own communities as well as provide a local demonstration site to visit.

Strategy/Methods: Conduct 3 established workshops for homeowners, local government personnel, landscapers, utility workers, park managers and target folks within the High Rock Lake Watershed (working with local Cooperative Extension offices, Soil and Water Conservation Districts and municipalities).

Workshop 1: Invasive Species Identification and Management Methods

This will be a hands-on, interactive class (3 hr class). Samples of 20 plants known to be invasive in natural ecosystems, right of ways, farm land, and landscapes will be examined for identification characteristics, significance, historical impacts, and best management strategies. Emphasis will be on woody plants listed by the US Forest Service and NC Dept of Agriculture as being invasive and/or plants of concern. Attendees will learn techniques to properly manage common invasives (cut and wipe, scrape and squirt, etc.) as well as get to remove some invasives.

- 1 hr Participants identify and discuss invasive samples.
- 1.5 hrs Participants learn removal methods and remove species.
- 0.5 hr Participants plant seedlings near newly removed species. (species: *Amelanchier canadensis*, *Asimina triloba*, *Betula nigra*, *Celtis occidentalis*, *Diospyros virginiana*, *Magnolia virginiana*)

Workshop 2: Backyard Buffer

Citizens learn the benefits of buffers, common native plants and go to the field to plant cuttings of woody shrubs and trees.

- 1 hr Discussion
- 1 hr Plant livestakes (species: Buttonbush, Silky Dogwood, Elderberry)

Workshop 3: Backyard Stream Repair

Learn how to stabilize your backyard stream, improve the natural environment, and enhance your property.

Learn about causes of streambank erosion and how to use native plants to create a healthy streamside environment. Participate "hands-on" in enhancing an eroding streambank using grading, matting, and various natural plants at a local stream. Attendees will have the opportunity to watch, ask questions, and even plant trees and shrubs to stabilize and beautify a streambank. https://www.bae.ncsu.edu/workshops/stream_repair.php

- 2.5 hrs Classroom discussion of problems and solutions
- Lunch (provided by workshop cost; not part of grant)
- 2.5 hrs Field Demonstrations of Streambank Repair
- Registration Fee: \$25 - includes lunch and refreshments

Species (including but not limited to): Cover seeds (clover, buckwheat, partridge pea, annual rye), Black-eyed susan seed, Chrysogonum virginianum, Iris fulva, Juncus effusus, Livestakes (Buttonbush, Silky Dogwood, Elderberry), Beautyberry, Fetterbush, Fothergilla, Blueberry, Hackberry, Serviceberry, Atlantic White Cedar, Carolina Silverbell

Visibility and impact: All workshops will have hands-on activities within a public park. The cities plan to install signage at a later date when other projects within the park are completed. There will be social media and other press releases to local newspaper shared for further learning as well as tours as other projects progress. Many best management practices to improve habitat and water quality have been done in these two communities but streambank stabilization as a demonstration that will be attractive to homeowners has not been done. Most state stream restoration projects follow a formula of so many trees/shrubs per square foot and a wild mix of grasses and flowers. While it is functional typical landowners, including parks employees, see these areas as rat and snake attractants as well as maintenance nightmares in five to ten years. It is difficult to get buy-in to implement a practice most consider ugly and scary. The goal of this project is to entice more buy-in from landowners to appreciate the importance of a forested area by planning from the start plants based on habitat quality, aesthetics, and durability as well as spacing for maximum growth potential/health of the plant and reduction of the feeling maintenance is needed so much. We're painting a picture of Disney with a shoreline garden.

Project Lead: Wendi Hartup, Natural Resources Extension Agent, Forsyth Cooperative Extension

9.5 years of experience teaching/developing/evaluating programs, raising/managing funds for projects and determining erosion solutions with Cooperative Extension, 4 yrs experience stabilizing creek banks

Partners and Cooperators:

- Forsyth Soil and Water Conservation District (Mike Bowman, Soil Conservationist)
- Town of Kernersville Public Works and Parks (Doran Maltba, Public Works Director)
- City of Winston Salem Vegetation Management and Parks (Keith Finch, Vegetation Management Director)

Final Products and Accomplishments:

- List of attendees with contact community and emails for surveying later
- Removal/replacement of invasives
- Stabilized streambanks
- Evaluation of participants to determine what they did or did not implement

Outreach: Social media, newspaper, government tv, tv education spots, fliers at local community centers

Supplements

Workshop 1, Washington Park, Winston Salem, NC

Remove invasive species 100' along creek buffer

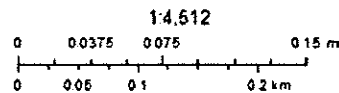
Seedling Species to replace removed invasives and planted every 20' (including but not limited to): 4

Amelanchier canadensis, 4 *Asimina triloba*, 4 *Celtis occidentalis*, 4 *Diospyros virginiana*, 4 *Magnolia virginiana*

Forsyth County, NC



January 23, 2015



Workshop 2 and 3, Beeson Park, Kernersville, NC

Workshop 2 on 250 linear ft of creekbanks

Starting 6"-1' on slope from stream, livestakes will be planted every 5' with 2-3 additional rows staggered: 80 Buttonbush, 80 Silky Dogwood, 80 Elderberry

Workshop 3 on 150 linear ft of creekbank (both sides of bank to be graded by Town of Kernersville). Grading will slope banks to 3:1 slope. Participants will rake, seed, straw, secure matting (2 coir rolls) and plant the following...

Species (including but not limited to):

Seeds under straw and matting: 3lbs cover mix (clover, buckwheat, partridge pea, annual rye), 3lbs Black-eyed Susan seed

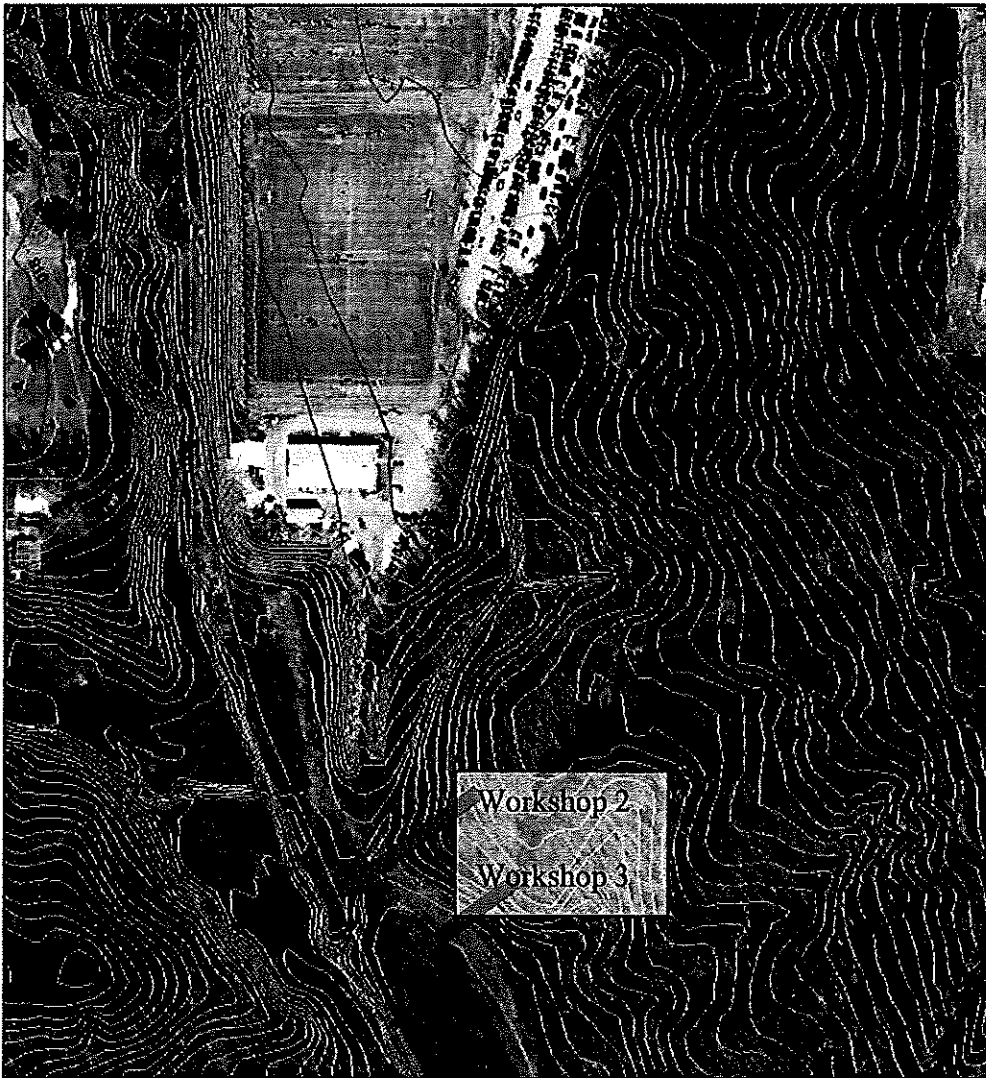
Bendy plants along stream edge every 2': 150 *Iris fulva*, 150 *Juncus effusus*

Starting 6"-1' on slope from stream, livestock will be planted every 10' with an additional second row staggered: 20 Buttonbush, 20 Silky Dogwood, 20 Elderberry

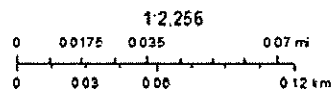
A 20' buffer area will encompass these 120 shrubs in groups and 32 trees between: Beautyberry, Fetterbush, Fothergilla, Blueberry, Hackberry, Serviceberry, Atlantic White Cedar, Carolina Silverbell

A defined 2' at the top of the buffer will be a groundcover planted every 1.5' in 2 staggered rows: 400 *Chrysogonum virginianum*

Forsyth County, NC



January 23, 2015



BUDGET PROPOSAL

<i>Itemize each expenditure or match value under Grant, Cash Match or In-kind Match categories</i>	Detailed Explanation of Expenditures and Match Values	Grant Funding	Cash Match	In-Kind Match
Component 1: Enhance workshop materials, conduct hands-on programs				
Grant Funding				
Publications (Backyard Stream Repair Tips and Tricks)	150 copies on 80lb gloss paper from Alpha Graphics, Winston Salem	\$2,400		
Stabilization materials (matting, straw, seed, stakes)	2 coir rolls @ \$165, 1 box ecostakes @\$89, bundle 25 2' wood stakes @ \$15.50, 60 bales @ \$8, 3lbs cover seed @ \$6, 3lbs flower seed @ \$29	\$1,020		
Plants (livistakes, herbaceous, shrubs, trees)	6 bundles livestakes @ \$40, 300 plugs @ \$1, 400 perennials @ \$3, 120 shrubs @ \$20, 32 trees @ \$75, 20 tree seedlings @ \$2	\$6,580		
Cash Match				
Backyard Stream Repair Workshop fees	25 attendees @ \$25 (\$250 for food and \$375 for 2 speakers hotel/travel)		\$625	
In-Kind Match				
Project coordinator to create publication and oversee project	40hrs @ \$25			\$1,000
Kernersville vegetation removal and grading	Crew of 6 @ \$15/hr @ 40hrs			\$3,600
Volunteer invasive removal and planting	25 volunteers @ \$22.55 @ 2hrs			\$1,128
Volunteer install livestakes	25 volunteers @ \$22.55 @ 1hrs			\$564
Volunteers stabilize streambanks (spread seed/straw, secure matting, install plants)	25 volunteers @ \$22.55 @ 2.5hrs			\$1,409
Beautyberry shrubs donated	20 @ \$5 each			\$100
Subtotals		\$10,000	\$625	\$7,801
Component 2: Evaluate results and send in report				
Grant Funding				
Cash Match				
In-Kind Match				
Project coordinator	10 hrs @ \$25			\$250
Subtotals		\$0	\$0	\$250
TOTALS		\$10,000	\$625	\$8,051

Schedule/Timeline

This form, **at minimum**, must include the key or milestone activities of the project. These activities should also be addressed in the budget, that is, all elements included in the budget as grant or match; this includes the paid activities and volunteer or staff estimates.

What will be done	Who will do it	When will it be started and completed	Evaluation/ Documentation
Create publications for print	Project lead	March 2015	invoices and final documents
Submit Army Corps of Engineers PCN Permit	"	March 2, 2015	approved letter for work
Order materials and plants for workshops	"	March 23, 2015	invoices
Backyard Buffer Workshop	"	April 1, 2015	List of attendees, installed livestakes
Begin grading on streambank	"	April 6, 2015	Town of Kernersville grades (in-kind match)
Invasive Plant ID and Removal	"	April 8, 2015	List of attendees
Backyard Stream Repair Workshop	"	April 9, 2015	List of attendees, surveys, installed practice
Survey participants	"	June 2015	Compile survey results
Reporting			
Submit Mid-Year Status Report	Project Coordinator	March 1, 2015	Mid-Year Status Report form
Submit Final Accomplishment Report and final Reimbursement Request	Project Coordinator	July 31, 2015	Final Accomplishment Report form; Accomplishment Narrative; additional required documentation; Request for Reimbursement form with invoices.

Attachment D
Certifications and Assurances Section – (Forestry)

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE
REQUIREMENTS AND ACKNOWLEDGEMENTS**

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 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." 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 Section 1352, Title 31 of the U.S. Code, and implemented at 7 CFR Part 3018, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 7 CFR Part 3018, Sections 3018.105 and 3018.110, the applicant certifies that:

- A. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which relevance 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 information or who makes a prohibited expenditure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR Part 3017, for prospective participants in primary covered transactions, as defined at 7 CFR Part 3017.200, Subpart B:

- A. 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.

B. 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 7 CFR Part 3021, Subparts A, B, and E, for grantees, as defined at 7 CFR Part 3021:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction.

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

- f) taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or
 - ii. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. 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 Road Winston-Salem, NC 27105

788 Beeson Road Kernersville, NC 27284

1490 South Broad Street Winston-Salem, NC 27101

DRUG-FREE WORKPLACE - (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 7 CFR Part 3021, Subparts A, C, and E, for grantees, as defined at 7 CFR Part 3021:

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the agency.

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

4. ACKNOWLEDGEMENTS

Forest Service support shall be acknowledged in any publications, audiovisuals, and electronic media developed as a result of this award. Language or similar shall read:

"The work upon which this publication is based was funded in whole or in part through a grant awarded by the Southern Region, State and Private Forestry, U.S. Forest Service"

Members of Congress

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise there from, either directly or indirectly.

Buy American Act

Federal law requires that any equipment and products purchased with federal funds be, to the extent practicable, American-made.

Eligible Workers

The recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this award.

Right to Transfer Equipment

Equipment approved for purchase under this award is available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the Federal Government of any equipment with a current per-unit fair market value in excess of \$5,000 purchased with U.S. Forest Service funding. Upon expiration of this award, the recipient shall forward an equipment inventory to the U.S. Forest Service, listing all equipment purchased with U.S. Forest Service funding throughout the life of the project. Disposition instructions shall be issued by the U.S. Forest Service within 120 calendar days from termination of this award.

In general, title to equipment acquired by a grantee with Federal funds vests in the Grantee upon acquisition, subject to the property management requirements of 7 CFR 3016 and 7 CFR 3019. Limited exceptions to these general rules are States, which shall use, manage, and dispose of equipment acquired under a grant in accordance with State laws and procedures, and certain research grant recipients with exempt property. These requirements do not apply to equipment for which only depreciation or use allowances are charged, donated equipment, or equipment acquired primarily for sale or rental rather than for use.

Women and Minorities

It is a national policy to place fair share of purchases with small, minority, and woman-owned business firms. The U.S. Forest Service is committed to the objectives of this policy when it is expected that the award will afford opportunities for purchase from the business community and encourages all recipients of financial assistance to take affirmative steps to ensure such fairness. In particular, recipients should:

- a. Place small, minority, and woman-owned business firms on bidder mailing lists.
- b. Solicit these firms whenever they are potential sources of supplies, equipment, or services.
- c. Where feasible, divide total requirements into smaller needs and set delivery schedules that will encourage participation by these firms.
- d. Use the assistance of the Minority Business Development Agency of the Department of Commerce, the Office of Small and Disadvantaged Business Utilization, and similar state and local offices where they exist.

Title VI Compliance

The recipient shall comply with all federal statutes relating to non-discrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16) which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683) and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities.

Freedom of Information Act

It is the U.S. Forest Services policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

(Insert the Program) of the U.S. Forest Service, (briefly describe your program, etc.)

The recipient may call on the US Forest Service's Office of Communication for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to Forest Services' Office of Communications as far in advance of release as possible.

Public Information

The recipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding.

In accordance with Federal law and US Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Ave., SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity employer.

If the material is too small to permit the full statement to be included, the material will at a minimum include the statement in print size no smaller than the text that "*This institution is an equal opportunity provider.*"

For your information the Department of Agriculture Inspector General keeps reports confidential for information they receive concerning fraud, waste, or abuse under grants and cooperative agreements. *Callers may decline to give their names if they choose to remain anonymous.*

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the above Certifications and federal Terms and Conditions.

Grantee Organization Name

Signature of Authorized Representative Date

Printed Name of Authorized Representative Title

Attachment E
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: 07-1569586
Contract Number: _____ Amendment Number: _____
Grantee Name: Forsyth County and Forsyth County Cooperative Extension
TAX ID Number: 56-6000450
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.
The NC Cooperative Extension Service (CES) was started in 1914. The Forsyth County office of the CES has 19 employees. The CES partners with communities to deliver education and technology that enrich the lives, land, and economy of Forsyth County residents.

2. Current project timeline: Begin March 2015 End June 2015

3. Expected outcomes and specific deliverables.

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)
Outcome: Citizens learn importance of buffers filled with native plants, how to properly select appropriate vegetation, manage non-native, invasive species and understand potential small-scale solutions to healthier buffers. Deliverable: Three programs (Invasive Species Identification and Management Methods, Livestake Cutting Installation and Backyard Stream Repair) will target High Rock Lake Watershed citizens, local government personnel, landscapers, utility workers and park managers to provide ideas on how to improve streambank health, water quality and wildlife habitat within their own communities as well as provide local demonstration sites to visit.

4. The Grantee's WEB URL: http://forsyth.cc/ces/

5. * Grantee County of Residence: Forsyth Congressional District#: 5,12
(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)

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

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

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

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

**Attachment F
Signature Card**



CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Provide the requested printed and written signatures (in Blue Ink) of agency representatives in the designated areas. 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.

SECTION I.

Date:	
Legal Applicant Organization/Agency Name:	<i>Forsyth County and Forsyth County Cooperative Extension</i>
Federal Tax Identification Number:	<i>56-6000450</i>

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

Board Chair, Executive Director, etc.	Financial Representative, Treasurer, etc.
Print Name & Title:	Print Name & Title:
Signature:	Signature:

GOVERNMENTAL ENTITIES

Authorized Governmental Official	Chief Fiscal Officer
Print Name & Title:	Print Name & Title:
Signature:	Signature:

Attachment G
Request for Taxpayer
Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
 Forsyth County North Carolina

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exempt payee

Address (number, street, and apt. or suite no.)
 201 N. Chestnut Street

City, state, and ZIP code
 Winston-Salem, NC 27101

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

5	6	-	6	0	0	4	5	0
---	---	---	---	---	---	---	---	---

Part II 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 as a result 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 below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

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.

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

The following payees 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, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor* ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Office of the State Controller

Return to: OSC Support Services Center
 Address: 1410 Mail Service Center
 Raleigh, NC 27699-1410



Vendor Electronic Payment Form

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

Telephone: 919-707-0795

- New Add Request Fax: 919-981-5561
 Change Existing ePay Account

For your convenience and benefit, the State of North Carolina offers payees the opportunity to receive future payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit either by fax or by e-mail. The fax or e-mail will provide you with all the information that would normally be on your check stub. To receive payments electronically, you must complete this form, attach a voided check, and return via mail, e-mail, or fax to the information listed above.

PRINT the following information.		FAX or E-MAIL ADDRESS for payment notification. (Place a check mark in front of the method that you prefer.)	
Payee Name:		Required E-mail Address:	
Federal ID #/SSN #:		If you would like to receive remittances via fax, please check the box below. Otherwise remittances will be sent via E-mail. <input type="checkbox"/> FAX Number:	
Payee Address for Applicable Accounts:			
Bank Name:		Print Name and Title:	
Bank Routing Number:		Contact Phone Number:	
<input type="checkbox"/> Checking Acct #:		<input type="checkbox"/> Savings Acct #:	

ATTACH VOIDED CHECK OR PROVIDE A BANK LETTER WITH ACH ROUTING/ACCOUNT INFO

I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, as well as the requirements of the Office of Foreign Assets Control (OFAC). Check one of the following:

- I affirm that, regarding electronic payments the State of North Carolina may remit to the financial institution for credit to the account that I have designated, the entire payment amount is not subject to being transferred to a foreign bank account.
- I affirm that, regarding electronic payments the State of North Carolina may remit to the financial institution for credit to the account that I have designated, the entire payment amount is subject to being transferred to a foreign bank account. I understand that any electronic payments that may be remitted to me may be labeled with "IAT" as the standard entry class. I acknowledge that availability of funds credited to the account will be subject to my receiving financial institution's policies and procedures. I also understand that the remitting agency may elect to remit future payments to me via paper check instead of electronically.

I authorize the Office of the State Controller to initiate direct deposit entries each pay period, and if necessary, adjustments for any direct deposit entries in error, to the financial institution and account identified on the attached certification document. I understand and accept the conditions of participation in the direct deposit program. This authority will remain in effect until I cancel it in writing.

SIGNATURE:	DATE:
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Federal Regulations

Uniform Grant Guidance (applies to all grants)

2 CFR Chapter I, and Chapter II Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Revised to **Uniform Guidance Title 2 Part 200** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, eff. 12/24/14.

Emergency Food Assistance (Administrative Costs)

10.568 2CL

7 CFR Part 251; refer to 7 CFR Part 250 for applicable provisions on USDA Foods handling.

Emergency Food Assistance (Food Commodities)

10.569 2CL

7 CFR Part 251; refer to 7 CFR Part 250 for applicable provisions on USDA Foods handling.

National School Lunch Program

10.555

Program regulations are codified at 7 CFR Parts 210 and 245.

Commodity Supplemental Food Program

10.565

7 CFR Part 247.

Special Crop Block Grant – Farm Bill

10.170

All awarded grant projects must comply with all applicable federal and state laws and regulations and the terms of the grant award. The Grantee shall comply, as applicable, with the Specialty Crop Competitiveness Act of 2004 of Public Law 108-465 (7 U.S.C. § 1621 note); specialty crop block grant program regulations at 7 C.F.R. Parts 1290 and 1291; and uniform federal grant regulations at 7 C.F.R. Parts 3015, 3016 and

3019; and audit requirements at 7 C.F.R. part 3052.

Cooperative Forestry Assistance 10.664

Forest Service Manual- Titles 3000, 3100, 3200, 3300, 3400, 3500, 3600, 3700, 3800, and 3900 available in all Forest Service offices, and State Forestry agency offices. OMB Circular Nos. A-102 as implemented by 7 CFR Part 3016, and A-87 as implemented by 2 CFR 225 are applicable to State and local government grantees.

Nonpoint Source Implementation Grants 66.460

Operational grant guidelines for FY 2013 Nonpoint Source Program and Grants Guidelines for States and Territories (Oct. 23, 2003). The guidelines can be found at <http://www.epa.gov/fedrgstr/EPA-WATER/2003/October/Day-23/w26755.htm>. The revised guidelines published on April 12, 2013 apply for FY 14 and beyond. Tribal grant information is posted at <http://www.epa.gov/nps/tribal>.

Basic and Applied Scientific Research 12.300

Department of Defense Grant and Agreement Regulations (DoDGARS) and refer to ONR website – <http://www.onr.navy.mil>

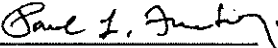
The Grantee agrees to abide by all applicable federal administrative and audit requirements, cost principles and program regulations.

The electronic code of federal regulation is available at the U.S. Government Printing Office's website, <http://www.ecfr.gov>. The Catalog of Federal Domestic Assistance is available at <https://www.cfda.gov>.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

3/10/2015

Date


Director of Finance