

Contract

North Carolina Department of Military and Veterans Affairs Grant Program for County Veterans Offices (GPCVO)

Contract # 2025-0067

This Contract is hereby entered by and between the North Carolina Department of Military and Veterans Affairs (referred to in the Contract Documents as the "Agency") and **Rutherford County** (referred to in the Contract Documents as the "Recipient"), (referred to collectively as the "Parties"). The Recipient's federal tax identification number is 56-6000337.

1. Contract Documents: This Contract consists of the following documents:

- ☒ (1) This Contract
- ☒ (2) The General Terms and Conditions (Attachment A)
- ☒ (3) The Scope of Work; Purpose of Agreement and Project Implementation (Attachment B)
- ☒ (4) Budget; Cost of Project/Project Budget and Period of Performance (Attachment C)
- ☒ (5) Notice of Certain Reporting and Audit Requirements (Attachment D)
- ☒ (6) Certification of No Overdue Tax Debts (Attachment E)
- ☒ (7) Federal Certification Regarding Lobbying (Attachment G)
- ☒ (8) Accounting of State Financial Assistance Less Than \$25,000 (Attachment H)
- ☒ (9) State Grant Certification and Sworn Statement (Attachment J)
- ☒ (10) Grant Application (on-file)

These documents constitute the entire Contract between the Parties and supersede all prior oral or written statements or agreements made, communicated, negotiated or entered prior to or contemporaneously with the full execution of this Contract.

- 2. 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.
- 3. Effective Period:** This Contract shall be effective on the date executed and shall terminate on August 1, 2025, unless extended by the Agency. The **Period of Performance** for all expenditures shall extend from **March 3, 2025 to July 31, 2025** and the **final report must be submitted no later than August 1, 2025**. All submitted expenditures during the performance period must adhere to the terms of this Contract.
- 4. Recipient's Duties:** The Recipient shall provide the services as described in this Contract and Attachment B and in accordance with the approved budget in Attachment C.
- 5. Agency's Duties:** The Agency shall pay the Recipient in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Recipient under this Contract shall not exceed **\$18,288.98**. Specifically, Session Law 2023-134, Section 33.13 (a)(2) requires: A grant may be up to twenty thousand dollars (\$20,000).

6. **Statement of No Overdue Tax Debts:** The Recipient's sworn written statement pursuant to N.C. Gen. Stat. § 143C-6-23(c), stating that the Recipient does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level, is attached as Attachment E. A person who makes a false statement in violation of this subsection can be found guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1. The Recipient acknowledges that the written statement must be completed by the Recipient's board of directors or other governing body and filed before the Agency may disburse the grant funds.
7. **Letter of Exempt Status:** A copy of the Recipient's IRS federal tax-exempt letter or 501(c) verification form must be filed with the Agency before the Agency may disburse grant funds.
8. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.
9. **Sub-Recipients:** The Recipient shall ensure that all Sub-Recipients, if any, provide all information necessary to permit the Recipient to comply with the standards, responsibilities, and obligations of this Contract.
10. **Reporting Requirements:** All reporting requirements shall be filed with the Agency using the prescribed electronic submission form (e-submission form) that the Agency provides to the Recipient, or other manner as prescribed by the Agency. **Expenditures from March 3, 2025 to May 23, 2025 are to be submitted via the e-submission form by May 23, 2025. Expenditures from May 24, 2025 to July 31, 2025 are to be submitted via the e-submission form by July 31, 2025.**

Additional Required Reporting from Recipient to Agency:

- a. The unduplicated number of veterans served by the grant recipient,
- b. The number of times each individual veteran was served by the grant recipient, and
- c. The services that were provided to veterans using the GPCVO grant funds awarded.

The Agency has determined that this Contract is also subject to the reporting requirements described on the attached Notice of Certain Reporting and Audit Requirements, Attachment D. The Recipient shall comply with all the reporting requirements per the Contract and provisions described in Attachment D hereto.

A Recipient that intends to dissolve or cease operations shall report that decision in writing to the agency, the Office of State Budget and Management, and to the Fiscal Research Division at least thirty (30) days prior to taking that action.

Documentation and Disbursement: Recipient and subrecipient(s) must maintain reports and accounting records that support the allowable expenditure of state funds.

The Recipient shall submit reporting to the Agency via the electronic submission form (e-submission form) and shall upload/attach sufficient documentation of the expenses incurred during the period. Recipient can upload documentation of expenses as funds are expended or at set intervals (e.g., once a week, etc.). All expenses are to be expended by July 31, 2025 and the final report and all supporting documentation are to be submitted via the e-submission form by August 1, 2025.

The Recipient understands that there is a legislative reporting requirement, as outlined in the Contract, and agrees to provide **Attachment H** as the **final report by August 1, 2025** via the e-submission form. Copies of invoices paid or cancelled checks or copy of the general ledger evidencing payment has been made, or payroll register records where applicable (with social security number, etc. redacted), are

required to support the Attachment H.

- 11. Payment Provisions:** The Recipient agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the Recipient's central accounting and grant management system. The recipient agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocation. All payments are contingent upon fund availability.

If this Contract is terminated, the Recipient shall complete a final accounting report and return any unexpended funds to the Agency no later than August 1, 2025. The Agency shall have no obligation for payments based on expenditure reports submitted later than July 31, 2025.

Payment shall be made in accordance with the Contract Documents.

- 12. Grant 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 Grant Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Grant Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Grant Administrator by giving written notice, within 30 calendar days of the effective date of the change, to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
NC Department of Military and Veterans Affairs ATTN: Financial Services Division - Grants 4001 Mail Service Center Raleigh, NC 27699-4001 Telephone: 984-204-2980 Fax: 984-204-8343 Email: SVC_DMVA_FSD.grants@milvets.nc.gov	NC Department of Military and Veterans Affairs ATTN: Financial Services Division - Grants 413 North Salisbury Street Raleigh, NC 27699-1361

For the Recipient:

The information provided on the Grant Application will be utilized for this section. The Grant Administrator will be the Authorized Person to Execute the Grant Contract as identified on the Grant Application, or that person's designee.

- 13. Supplementation of Expenditure of Public Funds:** The Recipient 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 Recipient otherwise expends for 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 Recipient's total expenditure of other public funds for such services.

- 14. Disbursements:** In addition to the other requirements set forth above and in the attached documents concerning the disbursement of grant funds by the Recipient (including any sub-recipients and sub-sub-recipients), as well as all requirements imposed on grant fund expenditures by applicable law, rules, and regulations, and as a condition of this Contract, the Recipient acknowledges and agrees to make disbursements in accordance with the following requirements:
- a. Implement adequate internal controls over disbursements.
 - b. Pre-audit all vouchers 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. Implement procedures to ensure that account balance is solvent and reconcile the account monthly.
- 15. Outsourcing:** The Recipient certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. The Recipient further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency.
- 16. Procurement, Suspension and Debarment:** The Recipient acknowledges and agrees that, in its conduct under this Contract and about all expenditures of grant funds made by it, the Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and debarment and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspensions and debarment. The Recipient further acknowledges and agrees that, in the event that it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by written contract, ensure that the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all of the Recipient's sub-recipients, sub-sub-recipients, and so on.
- 17. Conflict of Interest Policy:** The Recipient certifies that, as of the date it executes this Contract, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the grant or project. Throughout the duration of this Contract, the Recipient has the duty to promptly inform the Agency of any of any such conflict of interest, direct or indirect benefit of which it becomes aware.

Recipient shall file with the Agency a copy of Recipient's policy addressing conflicts of interest that may arise involving Recipient's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as Recipient's employees or members of its board or other governing body, from Recipient's disbursing of State funds and shall include actions to be taken by Recipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflict-of-interest policy shall be filed before the Agency may disburse the grant funds.

- 18. Cost Principles:** The Recipient acknowledges and agrees that, in its conduct under this Contract and about all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by written contract, ensure that said cost principles are made applicable

to and binding upon all such sub-recipients, sub-sub-recipients, and so on in their handling, use and expenditure of the funds awarded to the Recipient hereunder.

- 19. Grant Agreement with Sub-Recipient(s):** If the Recipient grants to a sub-recipient, a sub-sub-recipient, etcetera, any of the grant funds awarded to the Recipient hereunder, the Recipient must retain a signed copy of the contract or letter pursuant to which the grant funds awarded the Recipient hereunder are granted to a sub-recipient, a sub-sub-recipient, etcetera, and provide a copy to the Agency at the time the Recipient enters an agreement with a sub-recipient. There is an additional Sub-Recipient Monitoring Plan with which such entities must comply.

The Recipient or Sub-Recipient is not relieved of any duties and responsibilities of the original contract and the Sub-Recipient agrees to abide by the standards contained in this contract and to shall provide all information to allow the Recipient to comply with these standards. Recipient shall ensure that subrecipients comply with all reporting requirements established and their contract and report to the Agency. Recipient agrees that all Sub- Recipients to this agreement shall comply with the following provisions of the N.C. Administrative Code 09 NCAC 03M .0202 *Recipient and Subrecipient Responsibilities*.

- 20. Taxes:** The Recipient shall be an independent Recipient and as such shall be responsible for all taxes. The Recipient agrees to provide the Agency with the Recipient's correct taxpayer identification number upon the execution of this Contract. The Recipient agrees that failure to provide the Agency with a correct taxpayer identification number authorizes the Agency to withhold any amount due and payable under the Contract pursuant to the provision of the Internal Revenue Code, Title 26, United States Code.
- 21. Final Reports and Certifications:** The Recipient shall file all reports and certifications, as described and required by Attachment D to the Contract, concerning its receipt, handling and expenditure of all grant funds awarded hereunder, including any interest earned by the Recipient from such funds, with the Agency. Recipient and subrecipients shall maintain reports and accounting records that support the allowable expenditure of State funds.
- 22. Auditing and Access to Persons/Records:** The Recipient and any Sub-Recipients shall retain, from and after the date of execution of this Contract and for five (5) years following its termination, all records, including but not limited to, the books, records, and documents related to this grant award and project and all records are subject to being audited, inspected and monitored at any time by the Agency upon its request (whether in writing or otherwise). The Recipient and its officers, agents and employees shall make the Recipient's books, records, and documents available to the Agency and its personnel for inspection, audit and monitoring upon the Agency's request, shall answer any questions posed to them by the Agency its efforts to monitor and audit the Recipient's activities regarding the funds awarded under this Contract. The Recipient further agrees to keep and maintain all its books, records and documents relating in any way to the grant funds awarded hereunder for the time specified in Attachment A hereto. The Recipient acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act- Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change from time to time.

The State Auditor shall have access to persons and records because of all contracts or grants entered by State agencies in accordance with N.C.G.S. 147-64.7. The Agency and Internal Auditor shall also have access to persons and records to execute an internal Agency financial and compliance audit of Agency activities and performance. Recipients and subrecipients shall make available all reports and records for inspection by the Agency, the Office of State and Budget Management, and the Office of the State Auditor for oversight, monitoring, and evaluation purposes.

The Agency staff performs oversight through a combination of periodic emails, calls, review of reports and deliverables, and site-visits.

- 23. Repayment of Grants Funds to Agency:** In the event that the Recipient, either directly or indirectly (i.e. through a sub-recipient or sub-sub-recipient), commits any breach of this Contract which the Recipient fails to fully cure within thirty (30) days of its receipt or written notice from the Agency of said breach, the Agency may make demand in writing of the Recipient that it will repay the Agency so much of the grant funds awarded under the Contract, up to and including 100% of the amount awarded made under this Contract. In such an event, the Recipient shall repay said amount to the Agency within thirty (30) days of its receipt of said demand for repayment as well as any interest earned by the Recipient on said amount.

In addition, if this Contract should be terminated by the parties or otherwise comes to an end prior to the time when the Recipient, or its sub-recipients, sub-sub-recipients, etcetera, have expended all the funds awarded under this Contract, the Recipient shall, within thirty (30) days of said termination or contract end, return to the Agency all such unexpended funds as well as any interest earned by the Recipient on such funds. Furthermore, the Recipient shall, by written contract, ensure that, if its sub-recipients enter any sub-sub-recipient agreements involving any of the funds awarded hereunder, all such sub-recipient, sub-sub-recipient, and so on are required to repay to their funds so that the Recipient can return those unexpended and interest to the Agency within thirty (30) days of the termination or another end of this Contract. In any event, the Recipient shall be and remain liable to the Agency for the repayment to the Agency of all grant funds that are unexpended (either by the Recipient or any sub-recipient, sub-sub-recipient, etcetera) at the time of the termination or other end of this Contract, as well as the repayment of any interest earned by the Recipient, sub-recipient, or sub-sub-recipient and so forth on such funds at that time.

Except as otherwise required by federal law, the Recipient or a sub-recipient shall return to the Agency all affected grant funds and interest earned on those funds if any of the following occurs:

- The funds are in the possession or control of the Recipient and are not expended, made subject to an encumbrance, or disbursed to a sub-recipient by June 30 immediately following the fiscal year in which funds appropriated or as set forth in appropriation.
- The funds remain unexpended at the time that the Recipient or sub-recipient dissolves, ceases operations, or otherwise indicates that it does not intend to spend the funds.

If either of the two identified situations occur, the Recipient shall, within thirty (30) days of the event, return to the Agency all such unexpended funds as well as any interest earned by the Recipient or sub-recipient on such funds.

Pursuant to N.C.G.S. § 142C-6-23(f), the Office of State Budget and Management has the power to suspend disbursement of grant funds, to prevent further use of grant funds already disbursed, and to recover grant funds already disbursed for noncompliance with state law and rules adopted. If the grant funds are a pass-through of funds granted by an agency of the United States, the Office of State and Budget Management must consult with the Agency and the agency of the United States prior to taking actions for suspension and recovery of funds for noncompliance.

The Agency must take appropriate administrative action to recover grant funds if a recipient or subrecipient:

- a. Is unable to fulfill the obligations of this Contract.
- b. Is unable to accomplish the purposes of the grant award.
- c. Is noncompliant with the reporting requirements.

- d. Has inappropriately used grant funds.

The Agency is required to seek the assistance of the Attorney General in the recovery and return of grant funds if legal action is required. Any apparent violations of a criminal law or malfeasance, misfeasance, or nonfeasance in connection with the use of grant funds must be reported by the Agency to the Office of State Budget and Management, the Attorney General, and the State Bureau of Investigation.

- 24. Advertising:** Recipient agrees not to use the existence of this contract, the name of the Agency, or the name of the State of North Carolina as part of any commercial advertising, without prior written approval of the Agency.
- 25. Compliance:** The Recipient shall remain an independent Recipient and as such shall be wholly responsible for the scope of work to be performed under the Contract and for the supervision of its employees and assistants. The Recipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees for or have any individual contractual relationship with the Agency. The Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Contract, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Agency shall take the following measures to ensure that requirements are met, including:

1. Communicating the requirements to Recipient
2. Requiring a response from Recipient upon a determination of noncompliance
3. Suspending payments to Recipient until Recipient is in compliance.

Upon determination of noncompliance with requirements of the Contract that are not indicative of management deficiencies or criminal activity, Agency shall give Recipient or subrecipient 60 days written notice to take corrective action. If Recipient or subrecipient has not taken the appropriate corrective action after the 60-day period, the Agency shall notify the Office of State Budget and Management and take the appropriate action(s), such as suspend payments pending negotiation of a plan of corrective action, terminate the contract and take action to retrieve unexpended funds or unauthorized expenditures, offset future payments with any amounts improperly spent.

When the Agency discovers evidence of management deficiencies or criminal activity leading to the misuse of funds, the Agency shall notify the Office of State Budget and Management and take the appropriate action(s), such as suspending payments until the matter has been fully investigated and corrective action has been taken, terminate the contract and take action to retrieve unexpended funds or unauthorized expenditures, report possible violations of criminal statutes involving misuse of state property to the State Bureau of Investigation in accordance with N.C.G.S. §143B-920.

- 26. Grant Close-Out Process:** The Recipient agrees to submit to the Agency a complete performance and expenditure status (final report) by August 1, 2025 as an upload/attachment via the e-submission form. Recipient will be deemed noncompliant if its final report is not submitted by August 1, 2025. Due to the additional reporting required in the legislation appropriating the funds, the North Carolina General Assembly (NCGA) may be alerted via the DMVA Report the NCGA that a Recipient has not submitted a final report by August 1, 2025.

Once the final report is received, the Agency will review and, if no further information or documentation is required to be submitted, close out the grant in the Agency's financial system. The Agency will send a written correspondence to the Recipient as official notification that the grant has been closed out. The Agency will retain a close out package for five (5) years or until audit exceptions have been resolved,

whichever is longer.

Pursuant to N.C.G.S. 143C-6-23 and applicable law, the Recipient understands and agrees to return to the Agency all unspent funds that are unexpended and unobligated as of the expiration date of this Contract.

27. **Amendments:** This Contract may be amended only by written amendments duly executed by the Agency and the Recipient.
28. **Termination:** Subject to the provisions of paragraph 19 of this contract, this Contract may be terminated in accordance with the provisions set forth in Attachment A hereto; however, the reporting, monitoring and audit requirements and provisions of the Contract shall survive any such termination.
29. **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 Recipient and the Agency have executed this Contract in triplicate originals, with one original being retained by the Recipient and two originals being retained by the Agency.

RECIPIENT:

RUTHERFORD COUNTY

Signature: 

Printed Name: Steve Garrison

Title: County manager

Date: 5/21/2025

Notary:

Signature: 

Printed Name: Hazel Haynes

Title: Clerk to the Board

Date: 5-21-25

My Commission Ends: 5-20-29

Official Stamp:

North Carolina Department of Military and Veterans Affairs

Deputy Secretary

Subject to the physical execution by the Secretary (or Secretary's assign) of the N.C. Department of Military and Veterans Affairs.

Attachment B – Scope of Work – RUTHERFORD COUNTY

Section 1. Purpose of Scope of Work.

Recipient details below how Recipient will utilize the grant funds in compliance with the specific purpose(s) as stated in the legislation that appropriated the funding.

Section 2. Project Implementation.

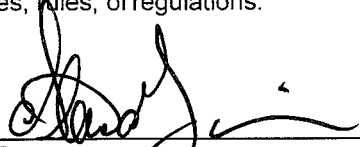
The Recipient shall carry out the Project as follows:

Scope of Work:

- Office furnishings to provide services to veteran

The Recipient shall undertake and complete all work described in the Contract in accordance with the procedures and the guidelines. The documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Agency in accordance with the terms and conditions of this Contract. Nothing shall be construed under the terms of this Contract by the Agency or the Recipient that shall cause any conflict with Agency, State, or Federal statutes, rules, or regulations.

Signature



Date

5/21/2025

Printed Name

Steve Garrison

Title

County Manager

Attachment C – Budget for GPCVO RUTHERFORD COUNTY

The total cost of the Project approved by the Agency is **\$18,288.98** as set forth in the Project Description and Budget, incorporated into this Contract as Attachments B and C. The Agency shall not provide more than the identified amounts for eligible expenses.

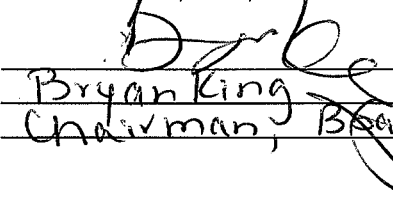
Below are general categories to serve as a guide for preparing the Budget for the grant. Recipients may delete categories as well as add categories.

The following **budget is for the time period beginning March 3, 2025 and ending July 31, 2025.**

EXPENDITURE DESCRIPTION	AMOUNT
Office furnishings to provide services to veterans	\$ 18,288.98
Total Budgeted Expenditures	\$ 18,288.98

Period of Performance. This Contract shall commence upon the date of execution, unless specific written authorization from the Agency to the contrary is received. The period of performance for all expenditures shall extend from **March 3, 2025 to July 31, 2025**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Agency. Recipient shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

With regard to the information contained herein, I certify that the budget has been approved by the Recipient's Chief Fiscal Officer, CEO, or Board Chair.

Signature  Date 5/21/2025
Printed Name Bryan King
Title Chairman, Board of Commissioners

Attachment E – Certification of No Overdue Tax Debts

5/21/2025
Date of Certification

To: State Division Head and Chief Fiscal Officer

Certification:

We certify that Rutherford County does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C. Gen. Stat. § 143C-6-23(c) is guilty of a criminal offense punishable as provided therein.

Sworn Statement:

Bryan King and Steve Garrison being
Name of Board Chair Name of Authorizing Official

duly sworn, say that we are the Board Chair and County Manager respectively, of
Title of Authorizing Official

Rutherford of Rutherford in the State of NC; and that the
Name of County City State

foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

[Signature]
Board Chair

[Signature]
Authorizing Official

Sworn to and subscribed before me on the day of the date of said certification.

[Signature]
(Notary Signature and Seal)

My Commission Expires: 5-20-29

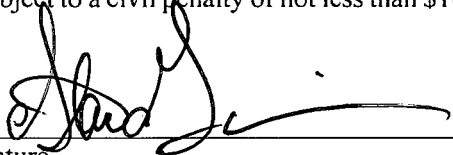
If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management: NCGrants@osbm.nc.gov - (919) 807-4795.

Attachment G – Federal Certification Regarding Lobbying


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) who received Federal funds of \$100,000.00 or more and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

	<u>County Manager</u>
Signature	Title
<u>Rutherford County</u>	<u>5/21/2025</u>
Entity/Organization	Date

Certification signature should be same as contract signature.

NC Office of the State Controller IRS Form W-9 will not be accepted in lieu of this form <small>*Denotes a Required Field</small>	STATE OF NORTH CAROLINA SUBSTITUTE W-9 FORM Request for Taxpayer Identification Number	
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Section 1 - Taxpayer Identification

1. <input type="checkbox"/> Social Security Number (SSN), OR <input checked="" type="checkbox"/> Employer Identification Number (EIN), OR <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN) 2. <u>56 6000337</u> <small>(PRESS THE TAB KEY TO ENTER EACH NUMBER)</small>	Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.
4. Legal Name (as registered with the IRS - see instructions): <u>County of Rutherford</u>	3. Unique Entity Identifier or Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions): <u>GTATPCDJVYN8</u> <small>(PRESS THE TAB KEY TO ENTER EACH NUMBER)</small>
5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:	

Contact Information

6. Legal Address <small>(DO NOT TYPE OR WRITE IN THIS FIELD)</small> Address Line 1: <u>289 North Main St</u> Address Line 2: City <u>Rutherfordton</u> State <u>NC</u> Zip (9 digit) <u>28139</u> County <u>Rutherford</u>	7. Remittance Address (Location specifically used for payment that is different from Legal Address, if applicable) Address Line 1: Address Line 2: City _____ State _____ Zip (9 digit) _____ County _____
8. Contact Name: <u>Paula Roach</u>	9. Phone Number: <u>828 287-6085</u>
10. Fax Number: <u>828 287-6210</u>	11. Email Address: <u>paula.roach@rutherfordcounty.nc.gov</u>

12. Entity Type <input type="checkbox"/> Individual/Sole Proprietor/Single-member LLC <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input checked="" type="checkbox"/> Other <u>NC local govt</u> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	13. Entity Classification <input type="checkbox"/> Medical Services <input type="checkbox"/> Legal/Attorney Services <input checked="" type="checkbox"/> NC Local Govt <input type="checkbox"/> Federal Govt <input type="checkbox"/> NC State Agency <input type="checkbox"/> Other Govt <input type="checkbox"/> Other (specify) _____	14. Exemptions (see instructions) Exempt payee code (if any): Exemption from FATCA reporting code (if any):
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Section 2 - Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined later in general instructions), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: Please refer to the IRS Form W-9 located on the IRS Website (<https://www.irs.gov/>):

Printed Name: <u>Paula Roach</u>	Printed Title: <u>Finance Director</u>
Authorized U.S. Signature: <u>Paula Roach</u>	Date: <u>5/21/2025</u>

Please do not make any modifications to this form. If you have made any changes to the following, the certification number (TN) will be voided:

1. Legal Name, Business Name, Remittance Address

2. Any change to the information provided on the form, including the EIN, the Employer Identification Number (EIN), or the DUNS number

3. Any change to the information provided on the form, including the EIN, the Employer Identification Number (EIN), or the DUNS number