



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Financial and Management Services - Grants

Board Action

File # 25-451

Commissioner Brown - Financial and Management Services - Grants - To Accept and Appropriate State Grant Funds from the NC Council for Women & Youth Involvement for the Cathy Mabry Cloninger Center's Domestic Violence Program (*Domestic Violence Funds - \$58,756.71 with a 20% County Match of \$11,751.34, Divorce Filing Fees - \$19,000; Marriage License Fees - \$18,500*)

STAFF CONTACT

Tammy Smith - Financial and Management Services - Grants - 704-862-6604

BUDGET IMPACT

General Fund: appropriate state grant revenues. DV Fund 20% Match of \$11,751 34

Increase revenues by \$96,256.71

Increase expenses by \$96,256 71

Grant requires 20% match using County funds (\$11,751 34) The match will come from health and retirement fringes for the shelter's Social Worker III position

BACKGROUND

The NC Council for Women & Youth Involvement (NC CFWYI) has awarded State funds for Domestic Violence (DV) programs.

The DV funding covers 86 38% of the shelter's Social Worker III salary; Divorce Filing Fees (DFF) support direct client needs such as dental, vision, prescriptions, food for shelter meals, and emergency food assistance. Marriage License Fees (MLF) support three part time Shelter Relief Operators who answer the 24/7 shelter crisis line.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request (BCR), FY25-26 Budget Announcement, FY25-26 Agreement

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows.

NO.	DATE	M1	M2	JBailey	CBrown	CCloninger	AFraley	BHovis	TKeigher	SShehan	Vote
2025-315	09/23/2025	TK	BH	A	A	A	A	A	A	A	U

DISTRIBUTION.

Laserfiche Users

A=AYE, N=NAY, AB=ABSENT, ABS=ABSTAIN, U=UNANIMOUS

GASTON COUNTY					
BUDGET CHANGE REQUEST (BCR)					
TO:	Matthew Rhoten, County Manager				
FROM:	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%; text-align: center;">GRT</td> <td style="text-align: center;">Financial & Management Services - Grants</td> </tr> <tr> <td style="text-align: center;">Dept. Code</td> <td style="text-align: center;">Department Name</td> </tr> </table>	GRT	Financial & Management Services - Grants	Dept. Code	Department Name
GRT	Financial & Management Services - Grants				
Dept. Code	Department Name				
	<table border="1" style="width: 100%;"> <tr> <td style="width: 70%; text-align: center;">Pat Laws</td> <td style="width: 30%; text-align: center;">08/28/25</td> </tr> <tr> <td style="text-align: center;">Department Director</td> <td style="text-align: center;">Date</td> </tr> </table>	Pat Laws	08/28/25	Department Director	Date
Pat Laws	08/28/25				
Department Director	Date				

***Requires resolution by the Board of Commissioners**

** Decreases in expenditures and increases in revenue accounts require brackets. Increases in expenditures and decreases in revenue do not require brackets. Please note that transfers between funds require inter-fund transfer accounts.

The Domestic Violence (DV) funding covers 86.38% of the shelter's Social Worker III salary; Divorce Filing Fees (DFF) support direct client needs such as dental, vision, prescriptions, food for shelter meals, and emergency food assistance. Marriage License Fees (MLF) support three part time Shelter Relief Operators who answer the 24/7 shelter crisis line.

Tammy L. Smith

From: CFWGrantAdmins <CFW GrantAdmins@doa.nc.gov>
Sent: Friday, August 15, 2025 4 16 PM
To: Bronwyn Thornton bronwyn@obhonline.org; Andrea Anderson; April Burgess-Johnson; admin@onslowwc.org; Annette Hampton; Amy; White, Amy (039); angel@fccrowan.org; ashleycc@legallaidnc.org; aswain@hokecodvsa.org; Courtney Cottrell; Carianne Fisher; clindsay-chapman@wesleyshelter.org; Cathy Robertson; cvan@cvan.org; Amanda Delgado; director@dvrcc.org; Executive Director; director@reachofcherokeecounty.org; Lisa Clontz; Diane Nelson; Patrick Summers; edrcfcc@randolphcc.org; execdir@domesticviolence-wilm.org; executive director; executivedirector@friendtofriend.me; executivedirector@lincolncounty-cadv.org; Executive Director; Karmen Smith; executivedirectormsh@gmail.com; FAMILIES FIRST INC, Flo; fsmc2008@yahoo.com; gerdes.deanne@gmail.com; Alice Brunson; janice@safetransylvania.org; Jeanie Futrelle; jlindberg@turntoday.net; Josephine Arroyo; Joyce Cody; judithreach@yahoo.com; karendv129@yahoo.com; kdavis@fsdc.org; kellie_honeycutt@yahoo.com; kgarvin@familyservicesforsyth.org; Kristy Graf; kjbobbitt.apfc; kjohnson@harborshelter.org; kpayne@yveddi.com; kturrentine@infinitepossibilitiesinc.com; Kelly Young; laura.lawrence@safealliance.org; Lauren Wilkie; Linda Bruton; linda.hc@wurainc.org; Mary Beth Loucks-Sorrell; Michael.Bryant@mecklenburgcountync.gov; mkearney; Monika Hostler; Meredith Peffley; mwebb@squareonefjc.org; projectmanager@promiseplacenc.org; rbhydehotline@gmail.com; rdalton; Rehan Dawer; rhondar@interactofwake.org; Rita Nugent; Rachel Valentine; Sabrina Cline; safe.lenoirgreeneduplin@gmail.com; sarav@reachofhaywood.org; Savannah Dick; sfvc@ncrbiz.com; shana@thedcrc.org; sherrybright@familyresourcesrc.org; Janie Spencer; SwainQualla SAFE, stargell@coastalhorizons.org; Sunny Wilkins; Susana Rodriguez; susank@ruths-house.org; Wright, Natalie S, Tammy L. Smith; tom.campbell@fspcares.org; Tracey Ray; TRoach@FifthStreetMinistries.com; troberts@caswellcountync.gov; Wank, Vicki; wmyers@cdpjaxcountync.org; womenfolkunlimited@yahoo.com
Cc: Benson, Jessica; Boedicker, Jennifer L, Brendan, Chad T, Davis, Jamie S, Gerber, Lori; Harrington, Eugena; Jean-Baptiste, Kaneshia L, Marrow, Charmyka; McLaughlin, Lisa G, McNeese, Sarah M; Mohamed, Ikhlas; Murrell, Charel; Scarborough-Abraham, Harriet; Smith, Barbara; Southerland, Harriett M; Stephanie Judith Batista; Thigpen, Bernetta; Torres, Deborah; Winston, Angela E
Subject: FY25-26 – Budget Entry Due Date
Attachments: FY25-26 Budget Entry Instructions.pdf; SA Guidelines February 2025 Final.pdf; DV Guidelines February 2025 Final 2.pdf

CAUTION: This email originated from outside of the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear CFWYI State Grantees,

I hope you re doing well!

You may now begin entering your budgets for FY25-26 Award amounts and first quarter disbursement totals for DV and SA Center funds are included in the chart below, with marriage license fee and divorce filing fee amounts shown as projections The attached Budget Entry Instructions are the same as last year, and your

region team is ready to assist if you have a new Executive Director or budget staff member who needs help getting started.

We are still operating under a continuation budget, so award shares are based on that amount for now. If there are any changes once the state budget is certified, we will share that information with you right away. To be included in the August disbursement, please submit your DV/SA or SASA budget in EBS by **Friday, August 22, 2025**. All budgets, including collections, must be submitted no later than **Friday, September 5, 2025**. We will issue payouts weekly until completed starting August 29th.

NOTE: To receive your first quarter disbursement, you must also have, an executed FY25–26 contract, all FY24–25 semi-annual data submitted, and no active corrective actions from the previous fiscal year.

Fund Program ID	Description	Budget Amount	Match	1st Qtr. Payout
FY 2025–2026 DV	25–26 Domestic Violence Grants	\$58,756.71	\$11,751.34	\$14,689.18
FY 2025–2026 SA (Dual)	25–26 Sexual Assault Grants	\$31,832.74	\$6,366.55	\$7,958.19
FY 2025–2026 SA SA (Stand Alone)	25–26 Stand Alone SA Grants	\$102,844.25	\$20,568.85	\$25,711.06
FY 2025–2026 DV–MLF	25–26 Marriage License Fees	\$18,500	—	—
FY 2025–2026 DV–DFF	25–26 Divorce Filing Fees	\$19,000	—	—

Thank you for your continued partnership—we look forward to another successful year working together and building on the progress we've made.

Regards,



Charnessa L. Ridley
Acting Director
Council for Women and Youth Involvement

984.236.0344 - Office
 984.204.9143 - Cell
Charnessa.ridley@doa.nc.gov
Rate Our Customer Service
 325 N Salisbury St, 7th Floor, Raleigh, NC 27603
 1320 Mail Service Center
ncadmin.nc.gov
councilforwomen.nc.gov



Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

Department of Administration

North Carolina Council for Women and Youth Involvement – Domestic Violence Program

ADVOCACY GRANT COVER SHEET – GOVERNMENT ENTITY

Contract #1000025321

This Contract is hereby entered into by and between the North Carolina Department of Administration, Division of Council for Women and Youth Involvement (referred to in the Contract Documents as the "Division") and Gaston County/ The Cathy Mabry Cloninger Ctr (referred to in the Contract Documents as the "Grantee") (referred to collectively as the "Parties") The Grantee's federal tax identification number is # X X - X X X X X X X X

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, description of services, or Grantee's proposal (Attachment B)
- ☒ (4) The line-item budget and budget narrative (Attachment B) and, if applicable, indirect cost documentation
- ☒ (5) Notice of Certain Reporting and Audit Requirements (Attachment D)
- ☒ (6) Certification of No Overdue Tax Debts (Attachment E, uploaded into EBS)
- ☐ (7) IRS federal tax-exempt letter or 501(c) verification form (Attachment F)
- ☐ (8) If applicable, Federal Certification Regarding Environmental Tobacco Smoke (Attachment G)
- ☐ (9) If applicable, Federal Certification of Lobbying (Attachment H)
- ☐ (10) If applicable, Federal Certification Regarding Debarment (Attachment I)
- ☐ (11) If applicable, Federal Certification Regarding Drug-Free Workplace (Attachment J)

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

- 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 July 1, 2025, and shall terminate on June 30, 2026, with the option to renew for the second year of the fiscal biennium, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.
- 4. Grantee's Duties.** The Grantee shall provide the services, in accordance with the approved budget, as described in Attachment B
- 5. Division's Duties.** The Division shall pay the Grantee state funds (\$0 in federal funds) in the manner specified in the Contract Documents. The amount paid by the Division to the Grantee under this Contract shall be as provided for in the certified budget for the fiscal year pursuant to the Current Operations Appropriations Act and pursuant to the shares set forth in G S 50B-9 (Domestic Violence Center Fund) or G S 143B-394.21 (Sexual Assault and Rape Crisis Center Fund), as applicable, plus any approved carryforward from the prior year. The total amount paid by the Division to the Grantee under this Contract shall not exceed \$100,000

- ☐ There are no matching requirements from the Grantee.
- ☐ The Grantee's matching requirement is 20% of the appropriated award amount, which shall consist of:
 - ☐ Cash
 - ☐ In-kind
 - ☐ Cash and/or In-kind

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

6. **Statement of No Overdue Tax Debts.** The Grantee's sworn written statement pursuant to N.C. Gen. Stat. § 143C-6-23(c), stating that the Grantee 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. The Grantee acknowledges that the written statement must be filed before the Division may disburse the grant funds.
- 7 **Reversion of Unexpended Funds** Any unexpended grant funds shall revert to the Division upon termination of this Contract.
8. **Grants:** The Grantee shall ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards, responsibilities, and obligations of this Contract.
9. **Reporting Requirements:** The Division has determined that this Contract is subject to the reporting requirements described on the attached Notice of Certain Reporting and Audit Requirements, Attachment D
10. **Payment Provisions:**

☐ Upon execution of this Contract, the Grantee shall submit to the Division a monthly reimbursement request and, upon approval by the Division, receive payment within 30 days. If this Contract is terminated, the Grantee shall complete a final accounting report and return any unearned funds to the Division within 60 days of the contract termination date. The Division shall have no obligation for payments based on expenditure reports submitted later than 60 days after termination or expiration of the contract period

☐ Upon execution of this Contract, the Grantee may request and, upon approval by the Division, receive an advance of no more than two months' operating expenses plus start-up expenses if approved by the Division. The advance for start up expenses is limited to the amount to be expended within the two-month period. Monthly payment shall be made based on actual expenditures made in accordance with the approved budget on file with both parties and reported on the monthly expenditure report submitted by the Grantee. The original expenditure report shall be submitted to the Division Contract Administrator. The Division will analyze the cash needs of the Grantee no less often than every three months. If the Division determines that the advance exceeds the financial needs of the Grantee based on actual monthly expenditures, the excess advance will be reduced from a subsequent month's expenditure report/reimbursement. Any State funds advanced to the Grantee must be returned or settled no later than June 18 of the year in which this Contract terminates, or the Grantee may request that the outstanding advance of State funds be deducted from the May expenditure report to be reimbursed during June. If the expenditure report is not sufficient in amount to cover the advance settlement, a check representing the difference must be attached to the report. The Division must receive this report no later than June 18. The Grantee shall have up to 60 days for close out of non-State funds, completion and submission of the final monthly expenditure report related to this contract period. The Division shall have no obligation for payments based on expenditure reports submitted later than 60 days after termination or expiration of the contract period. However, if federal funds have been approved for an advance, any excess or unearned federal funds advanced must be returned to the Division no later than the expiration date of the contract or settled with the submission of the final expenditure report. If this Contract is terminated prior to the end of the contract period, the Grantee is required to settle or return any State funds advanced within 60 days of the termination date or June 18, whichever occurs first. If the contract extends beyond June 30, a settlement of state funds can be made during the subsequent month of July and settlement of these State funds must occur at the end of the contract period, or by June 18 of the following year, whichever occurs first. All payments are contingent upon fund availability

☐ Upon execution of this Contract, the Grantee shall submit to the Division Contract Administrator a monthly reimbursement request for services rendered the previous month and, upon approval by the Division, receive payment within 30 days. The Division must make all payments to the Grantee by June 30. Therefore, the Grantee shall submit any adjusted reimbursement request for services, the final request for reimbursement and return any unearned funds, relating to this contract period, to the Division no later than June 18 of the current state fiscal year. The Division shall have no obligation for payment of reimbursement request received later than June 18. If this Contract is terminated prior to the original end date, the Grantee is required to submit a final reimbursement report and to return any unearned funds to the Division within 60 days of the contract termination date or no later than June 18. All payments are contingent upon fund availability

☐ As provided in N.C. Gen. Stat. § 143C-6-21, this Contract is an annual appropriation of \$100,000 or less to or for the use of a nonprofit corporation, and payment shall be made in a single annual payment.

☒ Upon execution of this Contract, the Division shall issue quarterly distributions of grant funds to the Grantee in accordance with state law and procedures.

- 11 Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Division.

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Charnessa Ridley; Deputy Director NCCFWYI State Grants Mail Service Center 1320 Raleigh, NC 27699-1320 984-236-0344 Charnessa.ridley@doa.nc.gov	Charnessa Ridley; Deputy Director NCCFWYI State Grants Mail Service Center 1320 Raleigh, NC 27699-1320

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Tanisha Maness; Executive Director Gaston County/The Cathy Mabry Cloninger Center P O Box 1578 Gaston, NC 28053 Telephone <u>704-862-7617</u> Email <u>tanisha.maness@gastongov.com</u>	Tanisha Maness; Executive Director Gaston County/The Cathy Mabry Cloninger Center 128 W Main Avenue Gaston, NC 28052

12. 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 ____ 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.

13. Disbursements:

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

- a. Implement adequate internal controls over disbursements;
- b. 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

- 14 Outsourcing** The Grantee certifies that it has identified to the Division all jobs related to the Contract that have been outsourced to other countries, if any. The Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Division.

- 15. Signature Warranty** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

In Witness Whereof, the Grantee and the Division have executed this Contract in one original, with original being retained by the Administrator. Administrator will provide a copy to Grantee and a copy for processing payment by Fiscal.

GRANTEE

 Sign Board Chair *Matthew Rhoten*
 Printed Name Matthew Rhoten - County Manager
 Date: 7/18/2025

ATTEST

 Sign Executive Director *Tanisha Maness*
 Printed Name Tanisha Maness
 Date: 7/18/2025

DIVISION

Danielle Carman 7/18/2025

 Danielle M. Carman Date
 Director of Council for Women & Youth Involvement
 N.C. Department of Administration

Noelle Talley 7/18/2025

 Noelle S. Talley Date
 Deputy Secretary of Advocacy Divisions
 N.C. Department of Administration

Subject to current fiscal year delegation of signature authority agreement approved by the Secretary of the Department of Administration, DOA Legal Counsel, and DOA CFO

Instructions: This form should be used with all public sector grants. Document serves as the general terms and conditions; therefore, do not make any changes to sections listed below and delete instructions.

GOVERNMENT GRANTS

Attachment A 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) "Division" (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, agency, 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, "Division" 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 Division 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 Division 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 Division, 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" is the governmental unit/entity described as the Grantee on page 1 of this Contract.
- (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. Gen. Stat. § 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs

- (17) "Subgrantee" has the meaning in N.C. Gen. Stat. § 143C-6-23(a)(3). a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission
- (18) "Unit of Local Government" has the meaning in N.C.G.S. 143C-1-1(d)(29). A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C.G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

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

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

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

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s)

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee

shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division 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 Division and Grantee that any such person or entity, other than the Division or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

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

Default and Termination

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

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Division shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Division, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Grantee's breach of this agreement, and the Division may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Division 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 Division 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 Division 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 to the Division for the purpose set forth in this Contract.

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.

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 or that are applicable to non-State entities receiving State funds (specifically but not limited to N.C.G.S Chapter 143C Part 3. and 09 NCAC 03M), including those federal, state, and local agencies having jurisdiction and/or authority

An application funded with the release of Federal or State funds through a grant award does not constitute, or imply, compliance with Federal regulations or State law. Grantees are responsible for ensuring that their activities comply with all applicable Federal regulations and State law.

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

Confidentiality

Confidentiality: Subject to public records laws, 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 Division. 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 Division, as the State funding authority, shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N C G S 147-64.7 and N C G S 143-49(9)

Record Retention Records shall not be destroyed, purged or disposed of in violation of North Carolina state agency records retention policies. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

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

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 Division 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 Division for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Division 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 should be used as guidelines. 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

Executive Order 24 By Executive Order 24, issued by Governor Perdue, and N.C.G.S. 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors 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 and contractors are encouraged to review Executive Order 24 and N.C.G.S. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies.

Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24

The Iran Divestment Act: Pursuant to G.S. 147-86.59, any vendor identified as engaging in investment activities in Iran, as determined by appearing on the current Final Divestment List created by the NC State Treasurer as required by G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. Execution of this contract by the undersigned vendor constitutes vendor's certification that (a) Vendor does not appear on the Treasurer's Divestment List found at: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>, and (b) that vendor will not utilize any subcontractor that is identified on such list to perform work under this contract.

NC DEPARTMENT OF ADMINISTRATION

ATTACHMENT B

For Internal Review and Completion ONLY

SCOPE OF WORK REVIEW

The Grantee has made a written application for the grant which is the subject of this grant contract. Said application is housed in CFWYI's EBS grants management system and CFWYI has deemed the applicant eligible for FY25-26, with an option to renew for the second year of the biennium. The application, which contains a description of the statutorily mandated services to be provided, and the eligibility notice are hereby incorporated by reference.

BUDGET REVIEW

The Grantee will submit a line-item budget and budget narrative through the EBS system. This contract is subject to approval of that budget and budget narrative within EBS.

Instructions: This form should be used with all contracts to assure grantee notification of the reporting and audit requirements contained in N.C. Gen. Stat. §§ 143C-6-22 & 23.

Attachment D
Notice of Certain Reporting and Audit Requirements

Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. For convenience, the requirements of 9 N.C.A.C. Subchapter 3M.0205 are set forth in this Attachment.

09 NCAC 03M .0205 MINIMUM REPORTING REQUIREMENTS FOR RECIPIENTS AND SUBRECIPIENTS

(a) For the purposes of this Subchapter, there are three reporting levels established for recipients and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are.

- (1) Level I – A recipient or subrecipient that receives, holds, uses, or expends grants in an amount less than the dollar amount requiring audit as listed in the Code of Federal Regulations 2 CFR 200 501(a) within its fiscal year. The dollar amount requiring audit listed in 2 CFR 200 501(a) is herein incorporated by reference, including subsequent amendments and editions, and can be accessed free of charge at <https://www.ecfr.gov/>.
- (2) Level II - A recipient or subrecipient that receives, holds, uses, or expends grants in an amount equal to or greater than the dollar amount requiring audit as listed in 2 CFR 200 501(a) within its fiscal year. The dollar amount requiring audit listed in 2 CFR 200 501(a) is herein incorporated by reference, including subsequent amendments and editions, and can be accessed free of charge at <https://www.ecfr.gov/>.

(b) Agencies shall establish reporting requirements for recipients that meet the following reporting standards on an annual basis:

- (1) All recipients and subrecipients shall provide a certification that State financial assistance received or held was used for the purposes for which it was awarded.
- (2) All recipients and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) All recipients and subrecipients shall report on activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.

(c) All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine months after the end of the recipient's fiscal year.

(d) Agency-established reporting requirements to meet the standards set forth in Paragraph (b) of this Rule shall be specified in each recipient's contract.

(e) Unless prohibited by law, the costs of audits made in accordance with the provisions of this Rule shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

(f) Notwithstanding the provisions of this Subchapter, a recipient may satisfy the reporting requirements of Subparagraph (b)(4) of this Rule by submitting a copy of the report required under federal law with respect to the same funds.

Notes:

- 1 For CFWYI grant contracts, recipients and subrecipients comply with (b)(1) and (b)(2) of this Rule through the EBS grants management system, and comply with (b)(3) through the annual statistical and performance reporting. Recipients and subrecipients subject to the requirement in (b)(4) submit any required audit reports to their assigned region director.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 9 N.C.A.C. 3M.0205 are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Office of Budget and Management (OMB) Circular A-87. The cost of any audit not conducted in accordance with this Subchapter is unallowable and shall not be charged to State or Federal grants.
3. The audit requirements in 9 N.C.A.C. Subchapter 3M do not replace a request for submission of audit reports by grantor agencies in connection with requests for direct appropriation of state aid by the General Assembly.