

Ashe County

Administration

Staff Report

8/27/2019

RE: Farmland Preservation Grant

Summary:

We have been awarded a NC Agriculture Development and Farmland Preservation Trust Fund grant to continue work on the Regional Livestock Facility Feasibility Study. The grant is for \$27,500 and currently requires a \$4,125 match.

Acceptance of the grant will require 2 action items, all of which can be done together:

1. Approval or acceptance of the grant
2. Budget amendment of \$27,500

Attachments:

1. Letter of acceptance
2. Grant contract



Ashe County
150 Government Cir, Suite 2400
Jefferson, NC 28640



**NCDA&CS Farmland Preservation Division
NC Agricultural Development and Farmland Preservation Trust Fund**

Commissioner Steve Troxler
Chair

NC DEPARTMENT OF AGRICULTURE &
CONSUMER SERVICES

Secretary Tony Copeland
NC DEPARTMENT OF COMMERCE

Ms. Amy Dalrymple
ASHE COUNTY COMMISSIONER -
NC ASSOCIATION OF COUNTY COMMISSIONERS

Mr. Jimmy Gentry
THE NC STATE GRANGE

Mr. John Hatcher
NC FORESTRY ASSOCIATION

Mr. William Holbrook
OFFICE OF THE PRESIDENT PRO TEMPORE

Mr. Clarence Hood
OFFICE OF THE SPEAKER OF THE HOUSE OF
REPRESENTATIVES

Dr. Mohamed Ahmedna
NC A&T STATE UNIVERSITY - CAES

Mr. Jimmy Johnson
NC DEPARTMENT OF ENVIRONMENTAL
QUALITY

Mr. Scott Marlow
RURAL ADVANCEMENT FOUNDATION
INTERNATIONAL - USA

Dr. Tom Melton
NC STATE UNIVERSITY - CALS

Mr. Rusty Painter
CONSERVATION TRUST FOR NC

Mr. Myles Payne
NC ASSOCIATION OF SOIL & WATER
CONSERVATION DISTRICTS

Ms. Erica Peterson
NC AGRIBUSINESS COUNCIL

Mr. Stuart Pierce
OFFICE OF THE GOVERNOR

Mr. Darelle Tennie
NC BLACK FARMERS & AGRICULTURALISTS
ASSOCIATION

Mr. Steve Woodson
NC FARM BUREAU FEDERATION

Vacant
NC RURAL ECONOMIC DEVELOPMENT CENTER,
INC.

August 5, 2019

Adam Stumb, Interim County Manager
Ashe County
150 Govt. Circle, Suite 2500
Jefferson, NC 28640

Dear Mr. Stumb:

Thank you for your interest in the N.C. Agricultural Development and Farmland Preservation Trust Fund program. Your project, Ashe County Regional Livestock Facility Feasibility Study, was approved by our staff and endorsed by the N.C. Agricultural Development and Farmland Preservation Advisory Committee.

I am pleased to inform you that this project has been selected for funding. The estimated funding for this project will be \$27,500.

You may be contacted by staff to adjust your budget, timeline or other contractual documents. Contract timeline will be from Oct. 1, 2019 until Sept. 30, 2021.

If you have any questions or need further clarification, please contact the ADFP Trust Fund Office at 919-707-3071.

Sincerely,

Steven W. Troxler
Commissioner

MAILING ADDRESS:
1001 MAIL SERVICE CENTER
RALEIGH, NC 27699-1001

PHONE: 919-707-3071 - FAX: 919-716-0105
www.ncagr.gov - www.ncadfp.org
EMAIL: ncadfp@ncagr.gov

LOCATION:
2 WEST EDENTON ST.
RALEIGH, NC 27601

An Equal Opportunity Employer



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

August 23, 2019

Adam Stumb, Interim County Manager
Ashe County
150 Govt. Circle, Suite 2500
Jefferson, NC 28640

NOTIFICATION OF FUNDING OFFER

Dear Mr. Stumb:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Farmland Preservation Division, I am pleased to inform you that \$27,500.00 for your project, Ashe County Regional Livestock Facility Feasibility Study, was approved under the ADFP Trust Fund.

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

Veronica Jamison
N.C. Department of Agriculture & Consumer Services, Farmland Preservation Division
2 W. Edenton St.
Raleigh, NC 27601

All authorized representative signatures must be in blue ink. Use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet.

One fully executed original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Veronica Jamison at 919-707-3071, or feel free to send an email to veronica.jamison@ncagr.gov.

I would like to take this opportunity to thank you for participating in the ADFP Trust Fund with the Farmland Preservation Division.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures

CC: Melissa Madrid, Grants & Contracts Manager

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**



Departmental Use Only

CENTER: 2108-1014-2020

ACCOUNT: 536406

AMOUNT: \$27,500.00

**North Carolina Department of Agriculture and Consumer Services
Farmland Preservation Division**

ADFP Trust Fund – Government

CONTRACT # 20-007-4001 NCGRANTS ID # N/A

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Farmland Preservation Division** (the "Agency") and **Ashe County** ("Grantee") and referred to collectively as the "Parties". The Grantee's federal tax identification number is 56-6000274 and is physically located in Ashe County, and is further located at 150 Govt Circle, Suite 2500, Jefferson, NC 28640.

The purpose of this Contract is to encourage the preservation of qualifying farmland and to foster the growth, development, and sustainability of family farms. The Grantee's project title is **Ashe County Regional Livestock Facility Feasibility Study**. This Contract is funded by State appropriations. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends 06/30.

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

These documents constitute the entire 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 October 1, 2019 and shall terminate on September 30, 2021 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 B, 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 \$27,500.00.

This amount consists of \$27,500.00 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	\$
	Other/Specify:	\$

☒ c. The Grantee's matching requirement is \$4,125.00, which consists of:

	In Kind	\$
	Cash	\$
	Other/Specify: Cash and In Kind	\$4,125.00

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

The total Contract amount with matching funds is \$31,625.00.

V. Conflict of Interest Policy:

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

VII. Reversion of Unexpended Funds:

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

VIII. Reporting Requirements:

(1) Agency:

The Grantee shall provide the services as described in Attachment B, Scope of Work.

IX. Payment Provisions:

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than 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 expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). 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 Payment 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.

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
Veronica Jamison, Office Manager 1001 Mail Service Center, Raleigh, NC 27699-1001 Telephone: 919-707-3071 Fax: 919-716-0105 Email: veronica.jamison@ncagr.gov	Veronica Jamison, Office Manager 2 W. Edenton St., Raleigh, NC 27601

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Name: Adam Stumb Title: Interim County Manager Company Name: Ashe County Post Office Address: 150 Govt Circle, Suite 2500 City: Jefferson State: NC Zip: 28640 Telephone: 336-846-5516 Fax: n/a Email: adam.stumb@ashecountygov.com	Name: Micah Orfield Title: Agriculture-Livestock Extension Agent Company Name: Ashe County NC Cooperative Extension Post Office Address: 134 Govt Circle, Suite 202 City: Jefferson State: NC Zip: 28640 Telephone: 336-846-5850 Fax: n/a Email: micah_orfield@ncsu.edu

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.

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: Ashe County

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