# Nonprofit Funding Contract Award Term Begins July 1, 2023 Ends June 30, 2025

This contract is hereby entered into by and between the County of Harnett (the "County") and Angier Museum (the "Recipient") (referred to collectively as the "Parties"). The Recipient's federal tax identification number is 27-1462448.

- 1. Contract Documents: This Contract consists of the following documents:
  - a. This Contract
  - b. The General Terms and Conditions (Attachment A)
  - c. The Eligibility of Expenditures (Attachment B)
  - d. The Requirements of Reporting (Attachment C)
  - e. The Requirements of Procurement (Attachment D)

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

- 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, 2023 and shall terminate on June 30, 2025.
- 4. Recipient's Duties: The Recipient shall perform the following:
  - a. Funds will be utilized to preserve historical value and enhance educational opportunities in Angier by increasing capacity to preserve historical artifacts and encourage local history education.
  - b. Failure to perform Recipient's Duties may result in the return of the awarded funds to the County, and/or disqualification from receiving funding in future fiscal years.
  - c. Provide to County the following documentation:
    - i. Internal Revenue Service W-9 form (includes address, Tax ID
    - ii. Sworn Statement of no overdue tax debts (initial)

(initial)

- d. Understands and acknowledges required compliance with all statutory provisions outlined in N.C.G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2023-134, Section 2.2 and H.B. 259, Joint Conference Committee Report on the Current Operations Appropriations Act of 2023, Section F35.
- e. Ensure that the funds are used for nonsectarian, nonreligious purposes only as described in Attachment B.
- f. Submit monthly reports on financial and performance progress as defined in Attachment C.
- g. Recipient shall abide by State procurement requirements as enumerated in Attachment D.
- h. Ensure that interest earnings on funds shall be used for the same purposes as which the grant was made.
- i. Comply with 9 N.C.A.C. Subchapter 3M.0205
- 5. County's Duties: The County shall perform the following:
  - a. Upon execution of this contract, the County shall pay the Recipient \$100,000.00. The total amount paid by the County to the Recipient under this Contract shall not exceed \$100,000.00.
  - b. Conduct financial and performance monitoring until the contract is complete.

#### 6. Eligibility of Expenditures

The Recipient shall use funds pursuant to the Eligibility of Expenditures requirements described in Attachment B.

- 7. Funds Management: The Recipient agrees that funds paid through this contract shall be subject to the following:
  - a. Accounted for in a separate fund and accounting structure within the Recipient's central accounting and/or grant management system. This shall include accounting for interest earned on these funds.

- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 5 above.
- c. Expenditures 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 eligible under this Contract.
- d. Disburse funds in accordance with the following requirements:
  - i. Implement adequate internal controls over disbursements;
  - ii. Pre-audit all vouchers presented for payment to determine:
    - a) Validity and accuracy of payment
    - b) Payment due date
    - c) Adequacy of documentation supporting payment
    - d) Legality of disbursement
  - iii. Assure adequate control of signature stamps/plates;
  - iv. Assure adequate control of negotiable instruments; and
  - v. Implement procedures to insure that account balance is solvent and reconcile the account monthly.
- e. If eligible, the Recipient shall:
  - i. Request from the North Carolina Department of Revenue 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
  - ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

## 8. Post Grant Award Documentation Requirements:

The Recipient agrees to submit the required quarterly report on or before the 7th day following the end of each quarter. The first report is due to the County during the quarter in which the funds have been received by the Recipient. The County shall provide the format and method for reporting. All reports and supporting documents shall include the Recipient information and shall be submitted as prescribed the County.

Recipient agrees that all program activity results information reported shall be subject to review and authentication as described in Paragraph 9 and Recipient will provide access to work papers, receipts, invoices and reporting records, if requested by the County, as the County executes any monitoring or internal audit responsibilities.

#### 9. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about this 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.

Recipient Contract Administrator	County Contract Administrator
Alan Coats Name:	Ally Fouts Harnett County
wacinny@aol.com Email:	PO Box 759 Lillington, NC 27546
917-864-5181 Direct Phone: Fiscal year end Month: June	Direct Phone: 910-814-6006 Email: afouts@harnett.org

#### 10. Monitoring and Auditing:

The Recipient acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the Recipient are subject to being audited, inspected and monitored at any time by the County upon its request (whether in writing or otherwise). The Recipient further agrees to provide County staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The Recipient acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in 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.

#### 11. Taxes:

The Recipient shall be considered to be an independent Recipient and as such shall be responsible for all taxes. The Recipient agrees to provide the County with the Recipient's correct taxpayer identification number upon the execution of this Agreement. The Recipient agrees that failure to provide the County with a correct taxpayer identification number authorizes the County to withhold any amount due and payable under this Agreement.

#### 12. Reversion of Funds:

Funds will not revert until June 30, 2025. Any unexpended funds shall revert to the County upon termination of this contract.

#### 13. Compliance with Law:

The Recipient shall remain an independent Recipient and as such shall be wholly responsible for the scope of work to be performed under this Agreement 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 Agreement. Such employees shall not be employees of or have any individual contractual relationship with the County. 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 his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and 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.

- **14. Situs**: This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.
- **15. Termination Without Cause:** This Agreement may be terminated by either party upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this Agreement, the amount of any residual unexpended funds shall be transferred to the County.
- 16. Termination for Cause: If, through any cause, the Recipient shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Recipient and specifying the effective date thereof. Notwithstanding the foregoing provision, the Recipient shall not be relieved of liability to the County for damages sustained by the County by virtue of the Recipient's breach of this agreement, and the County may withhold any payment due the Recipient for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. The filing of a petition for bankruptcy by the Recipient shall be an act of default under this contract.
- **17. Amendments:** This Agreement may be amended in writing which documents approval of changes by both the County and the Recipient.

## 18. Contract Close-Out Process:

The Recipient agrees to submit to the County a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date. Unexpended funds, if any, should be promptly returned to the County at this time.

Recipient will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the County, the Recipient will receive official notification of Agreement close-out. The letter will inform the Recipient that the County is officially closing the Agreement and retaining all Agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

**19. 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 County have executed this Agreement in duplicate originals, with one original being retained by each party.

RECIPIENT	
Docusigned by: Alan Coats	6/18/2024
Signature Signature	Date
Alan Coats	president
Printed Name	Title
COUNTY	
Brent Irout	6/14/2024
F000594300384BC Signature	Date
Brent Trout	County Manager
Printed Name	Title

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

Eimberly Honeyout DS 6/13/2024	
Signature of County Finance Officer  This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.  By:  Name: Kimberly Honeycutt Title: County Finance Officer	

## **ATTACHMENT A**

#### **GENERAL TERMS AND CONDITIONS**

## Relationships of the Parties

**Independent Contractor:** Recipient 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. Recipient 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 County.

**Assignment:** No assignment of the Recipient's obligations or the Recipient's right to receive payment hereunder shall be permitted.

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 County and the Recipient. 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 County and Recipient that any such person or entity, other than the County or the Recipient, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

### **Indemnity and Insurance**

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

## **Default and Termination**

**Termination Without Cause:** The Parties may terminate this Contract without cause by giving thirty (30) days written notice to the non-terminating party. Any funds not expended at the time of the termination shall be returned to County within thirty (30) days.

**Termination for Cause:** If, through any cause, the Recipient shall fail to fulfill its obligations under this Contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Recipient and specifying the effective date thereof. Notwithstanding the foregoing provision, the Recipient shall not be relieved of liability to the County for damages sustained by the County by virtue of the Recipient's breach of this Contract, and the County may withhold any payment due the Recipient for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. The filing of a petition for bankruptcy by the Recipient shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Recipient 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 County and the Recipient and attached to the contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

**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 Recipient shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

## **Oversight**

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the funding authority, the County shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. 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 Recipient, 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 Harnett County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Harnett 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 County and the Recipient.

**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.

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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

**Sales/Use Tax Refunds:** If eligible, the Recipient and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14;

**Advertising:** The Recipient shall not use the award of this Contract or the County as a part of any news release or commercial advertising without the express written permission of the County.

## **ATTACHMENT B**

## **ELIGIBILITY OF EXPENDITURES**

The Recipient shall consider the following when evaluating whether or not an expenditure is an eligible use of funds:

- 1) **Statutory Authority:** Under North Carolina General Statute 153A–449, local governments are authorized to contract with other entities "in order to carry out any **public purpose** that the county is authorized by law to engage in."
- 2) **Public Purpose:** According to Section 2(1) of Article V of the North Carolina Constitution, "[t]he power of taxation[] be exercised in a just and equitable manner, for public purposes only . . . ." This limitation, which <u>also applies to subrecipients</u> of public funds, requires that all public funds be expended for the <u>benefit of Harnett County citizens generally</u>, and not solely for the benefit of particular persons or interests.
  - a) Programming does NOT need to benefit all citizens equally, but shall avoid significantly and directly benefit specific individuals or entities. <u>Benefiting specific individuals</u> differs from <u>benefitting a class of individuals</u> (i.e. low-income, elderly, food-insecure, intellectually or physically challenged, etc.). Subrecipients **can** provide support to a class of individuals to fulfill certain needs identified.
- 3) Scope of Work: Each expenditure must be related to the Scope of Work outlined in item 4(a) of the Nonprofit Funding Contract.
- 4) **Salaries:** No more than \$140,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.
- 5) Nonreligious: The funds must be used for nonsectarian, nonreligious purposes only.
- 6) Interest Earnings: Interest earnings on funds shall be used for the same purposes as which the grant was made.
- 7) **Alcohol**: Funds may not be used for the purchase of alcohol.
- 8) **Travel Expenses:** Expenditures 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 eligible under this Contract.

recipient.

## **ATTACHMENT C**

## **REQUIREMENTS OF REPORTING**

Beginning the month after the Recipient receives the funds, the Recipient shall submit a report to the County Contract Administrator on or before the third day of each month. Each report shall include all expenditures which utilized the awarded funds in the previous month.

aw	arde	d fur	nds in the previous month.				
1)	<u>Bel</u>	elow is important information regarding monthly reports.					
	a)	) If the Recipient did not expend any of the awarded funds in the previous month: the Recipient shall send an email to the County Contract Administrator, on or before the third day of the month, stating that the Recipient "had no expenditures during the month of"					
	b)	o) If the Recipient did expend a portion of the awarded funds in the previous month: the Recipient shall compile copies of all receipts, invoices, payroll registers, or another form of documentation for each expenditure.					
		i)	On the piece of documentation for each expenditure, the <b>Recipient shall write a brief justification of the expenditure</b> , such as "Supplies/equipment for program" or "Staff member assisted with the implementation of program."				
		ii)	If grant funds were only used for one portion of an expenditure listed on the piece documentation (i.e. one person on a payroll register or a portion of a larger purchase), the <b>Recipient shall clarify how much of the purchase utilized the grant funds</b> by writing this information on the piece of documentation.				
		iii)	Once each piece of documentation has been notated with the necessary information, <b>copies of all documentation shall be sent</b> to the County Contract Administrator either virtually or via mail to the County Manager's Office.				
2)	<u>Lat</u>	te rep	ports will incur penalties as listed below.				
	a)	Firs	st late report: Warning from County Contract Administrator and request to submit report ASAP.				
	b)		cond late report: Recipient must submit a written plan to the County Contract Administrator on how Recipient will ure the deadline is not missed again.				

c) Third late report: Remaining grant funds must be returned to the County of Harnett to be allocated to a different

## **ATTACHMENT D**

#### REQUIREMENTS OF PROCUREMENT

Because these funds are coming from the State of North Carolina, the Recipient shall abide by the State procurement requirements outlined below.

### 1) If Recipient is purchasing:

### a) Apparatus, supplies, materials, or equipment:

- In the amount of \$30,000 or less, Recipient shall follow their organization's normal purchasing procedures.
- ii) In the amount of \$30,001 to \$90,000, Recipient shall follow Informal Bidding procedures.
- iii) In the amount of \$90,001 or above, Recipient shall follow Formal Bidding procedures.

## b) Construction or repair work:

- i) In the amount of \$30,000 or less, Recipient shall follow their organization's normal purchasing procedures.
- ii) In the amount of \$30,001 to \$500,000, Recipient shall follow Informal Bidding procedures.
- iii) In the amount of \$500,001 or above, Recipient shall follow Formal Bidding procedures.

## c) Services from an architect, engineer, surveyor, construction manager at risk, design-builder, or private developer:

i) Recipient shall choose contractor via Qualifications-Based Selection.

#### 2) Contract Selection Methods

- a) Informal Bidding procedures: Recipient shall acquire written quotes from three (3) separate firms and choose the "lowest responsive, responsible bidder" in accordance with N.C.G.S. 143-131(a). Any documentation relating to the bidding process should be sent to the County Contract Administrator.
- b) Formal Bidding procedures: Recipient must prepare written specifications and properly advertise in the form of a request for competitive sealed bids. Recipient shall open the sealed bids and choose the "lowest responsive, responsible bidder" in accordance with N.C.G.S. 143-129. Any documentation relating to the bidding process should be sent to the County Contract Administrator.
- c) Qualifications-Based Selection: Recipient shall choose which firm to contract with based on "demonstrated competence and qualification for the type of professional services rendered" in accordance with N.C.G.S. 143-64.31.
- d) Sole Source Purchase: Recipient may be exempt from formal bidding procedures "when performance or price competition for a product are not available, a needed product is available from only one source of supply, or standardization or compatibility is the overriding consideration" (N.C.G.S. 143-129(e)(6)).

# Certification of No Overdue Tax Debts

To: Harnett County Manager and Finance Officer

Certification:
We certify that the organization titled The Angur Muslum 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.G.S. §143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. §143C-10-1.
Sworn Statement:
I, GHANON E SNEWUL HUMMON TROSURY Authorizing Official 1 Title
and
I,, Authorizing Official 2 Name Authorizing Official 2 Title
being duly sworn, state that we represent the aforementioned organization; and that the 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.
Authorizing Official 1 Signature Authorizing Official 2 Signature
Sworn to and subscribed before me on the day on this 14 day of May, 2024
in Hamett County, North Carolina.
Notary Printed Name  Notary Printed Name  Notary Printed Name  Notary Printed Name
Notary Printed Name  Notary Printed Name  Notary Stgnature  Notary Stgnature
My Commission Expires: 10/08/05

G.S. §105-243.1 defines: "Overdue tax debt. - Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment

Organization	
Name of Organization:The Angier Museum	DBA (if
applicable):	
Authorized Signer	
Provide contact information for the individual who will sign the contract on behalf of your or	ganization: Full
Name:E. Sheveil Harmon or Alan Coats	Position
or Affiliation:Tresurer and Chair of the Board	Email
Address:PO Box 542, Angier NC 27501 Phone Number:919-763-6407_	
Reporting Point of Contact  Provide contact information for the individual who should receive communications receive communications received in the individual who should receive communications received in the individ	egarding monthly
reporting: Full Name:Sheveil Harmon	Position or
Affiliation:Treasurer	
Email Address:connectionstrategiesllc@gmail.com Phone Number:919-763-6407	
Statement of Understanding for Reporting Contact	
I certify that I am responsible for ensuring monthly reporting requirements are met for this or grant funds are expended. I understand that consistent noncompliance with reporting jeopardize this grant opportunity. If, for any reason, the point of contact for reporting is to complete the Harnett County point of contact as soon as possible.	requirements will
Signature of Reporting Point of Contact Date  5   16   2029	

# Intent to Apply for Sales Tax Refund

# **Background**

For reporting purposes, Harnett County must know if your organization (a) is tax-exempt, (b) intends to apply for a refund of sales and use taxes, or (c) neither holds a tax-exempt status nor will apply for a tax refund.

An organization must meet specific federal and state guidelines to qualify for tax exemption. Unless tax-exempt status has been granted, a nonprofit organization must pay the applicable sales or use tax rates when it purchases goods/services. However, under North Carolina law, a *qualified* nonprofit organization listed in G.S. 105-164.14(b) may seek semiannual refunds of sales and use tax paid by the qualified nonprofit organization on direct purchases of items that are used to carry out their nonprofit work. Not all nonprofits, nor all goods/services are eligible for tax refunds. For more information, individuals should visit the North Carolina Department of Revenue (NCDOR) website: <a href="https://www.ncdor.gov/state-taxation-and-nonprofit-organizations">https://www.ncdor.gov/state-taxation-and-nonprofit-organizations</a>

## Certification

I certify that I a	m an authorized	representative of the	organization	below:
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I certify that the following statement is true for the aforementioned organization:

- □ Holds a tax-exempt status
- Will apply to the North Carolina Department of Revenue for semi-annual refunds of sales and use taxes

  Neither holds a tax-exempt status nor will apply to NCDOR for a refund of sales and use taxes

If the above circumstance is to change, I will notify my Harnett County point of contact as soon as possible.

I certify that the foregoing certification is true, accurate, and complete to the best of my knowledge.

Authorizing Official Name

Authorizing Official Signature

Authorizing Official Title