

NCFSWC Grant Agreement (9.18.2020)

This Grant Agreement is provided to assure the North Carolina Foundation for Soil and Water Conservation, Inc. (Foundation) that the awarded Grant meets all requirements of the Tax Reform Act of 1969 including amendments. A signed Grant Agreement indicates the grantee accepts the terms and conditions of the Grant.

Name of Grantee: Guilford Soil and Water Conservation District (District)

Project Name: Outdoor Education Learning Center Initiative **Project #:** EPA-19-08

Date Approved by the Foundation: 9.30.2020 **Amount Approved:** \$ 2,500.00

Purpose of Grant: Provide financial support to the Soil and Water Conservation District for the establishment of an Outdoor Educational Learning Center (OELC) to educate and demonstrate the importance of soil health, food and crop production, and conservation of natural resources. The Grant is conditioned on the Foundation paying no more than receipt supported actual costs per funding category cap as described later in the Grant Agreement.

Deadline for Start of the Project: 10.1.20

Deadline for Completion of the Project: 8.15.2021

Deadline for Submitting Final Invoice and Report: 8.30.2021

The Grant Agreement is accepted for implementation by the Foundation and the Grantee at the appropriate time and under the following conditions:

1. Grantee confirms that it is a soil and water conservation district or other governmental agency; or that the Internal Revenue Service has determined that it is an organization described in section 501(c)(3) of the Internal Revenue Code and is a publicly-supported organization and not a private foundation, and that determination has not been revoked. Grantee will promptly notify the Foundation if the Grantee's tax-exempt status is revoked or modified.
2. The Grant will be used for the purpose specifically set forth under Purpose of Grant. Any condition set forth in the Purpose of Grant or in the Grant Agreement shall take precedence over any conflicting provision in the Grantee proposal.

3. No funds generated from the Grant will be used to carry out propaganda or otherwise attempt to influence legislation, the outcome of any public election, or to carry on directly or indirectly a voter registration drive.
4. Grantee will not use any of the funds generated from the Grant to implement a project that does not comply with the Foundation's approved operations under Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code. Grantee agrees to not participate in any transaction using the Grant that subjects the Foundation to excise tax liability as stated in Internal Revenue Code Section 4958.
5. All project related records will be maintained by Grantee for five years from the close of the project and such records will be made available to the Foundation or its representatives(s) upon request.
6. Grantee agrees to not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family / parental status for any of the purposes for which this Grant Agreement is awarded.
7. Conservation District Board Members and District Staff will avoid any and all conflicts of interest, or the appearance of a conflict of interest, in all decisions and actions concerning management of the Grant.
8. Grantee agrees to include the funder recognition of the NC Foundation for Soil and Water Conservation and the EPA by logo or by name reference in all publicity generated materials, including online / social media outlets.
9. Grantee acknowledges that the Grantee is responsible for project implementation including supervision of its employees. Grantee will hold the Foundation harmless for any third-party claims arising out of any act or omission of the Grantee or its employees related to the project.
10. All reporting and documentation requirements must be met by Grantee from any previous Foundation Grant Programs.
11. Grantee agrees to comply with any addendums signed by both parties.
12. Grantee agrees to comply with all other project technical details stated in the Multi-Species Cover Crop Demonstration Guidance Document.

Grant OELC Establishment Process

The Foundation makes the following recommendations for the establishment of a successful Outdoor Educational Learning Center (OELC).

1. **OELC School Champion:** Identify a motivated educator, an OELC Champion, at the school that will serving as the school's liaison. The school must be committed to the establishment of the Garden within the OELC.

2. **Project Support Team:** Identify a Support Team that can provide the educational over-site and coordination, such as County Extension Service agents, Master Gardener program volunteers, and District Board members (District to select final member types).
3. **Innovative Soils Component:** Districts will need to insure there is an innovative soils component in the OELC. The Project needs to include signage that describes the soils in the area, additional technical resources will be provided to assist in the design of the sign.
4. **OELC Management Plan:** Develop a concept and long term monitoring plan for the OELC and Garden that is acceptable to a variety of stakeholders and makes the project easy to access.

Payment Process

- The Grant is approved as a reimbursement of actual expenses and supported by receipts. The Foundation will pay up to the actual costs of the project component not to exceed the total project cap; in no case will the Foundation be obligated to make a payment beyond the originally approved project Grant.
- The Foundation will review the request in a timely manner and consult with the Grantee if additional information is needed. Grant payment cannot be requested until the District provides the Foundation with documentation, photos, and final reports.
- Funds cannot be used to install irrigation wells or to reimburse staff time either at the Conservation District or school level.
- **To ensure timely processing submit documentation by the 1st of the month. The final invoice is due August 30, 2021. It is the Grantee's responsibility to make aware any subcontractors of the expected delay in payment.**

Category	Description
Planning, development, and implementation of OELC	\$2,500 per District: Reimbursable expenses include materials to build/construct raised garden beds, soil (planting mix), plants, mulch, water line or water hose for irrigation, fencing materials, and printing educational materials. Funds can be used to rent small equipment needed to construct. Any other specific costs will be considered on a case by case basis but must be approved by the Foundation prior to the purchase.

The following documentation is needed for a payment request and should be emailed to the Foundation c/o Michelle Lovejoy at ncfswc@gmail.com;

1. Cover letter signed by chairperson requesting funds; include total amount requested, what party to make the payment to and a W9.
2. All receipts and a final budget indicating funding sources and cash or in-kind contributions; if more than 3 receipts are provided a receipt summary form is required to be completed as well
3. Electronic pictures before, during, and after implementation of the OELC and any training events
4. Workshop Agenda & Registration List (If training session can be completed before deadline)
5. Final Report on Foundation approved form

Reporting Requirements:

Grantee will complete and submit the Interim Report form online by December 10 and July 10. Grantee will complete the Foundation Final Report form upon project completion, exhibiting expenditures of funds and final progress made in accomplishing the purposes of the Grant.

Certification of Agreement

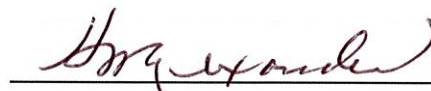
The persons signing the Foundation Grant Agreement certify they understand the purpose of the Grant and the contents of the Agreement and accept all terms and conditions. The signers certify they are the authorized officials to execute the Agreement. **The Agreement is effective as of October 1, 2020.**

Grantee:



District Board of Supervisors Chairperson

Date: 10/22/2020



District Board of Supervisors Officer

Date: 10/22/2020

Foundation:

Board of Directors President

Date: _____

Executive Director

Date: _____