



NCD&CS ADFP Trust Fund

Grant Contract Workshops

September 2008



Timeline

- September 19, 2008: Signed grant contracts are due.
- October 2008: Funds are expected to become available.
- June 30, 2009 or 2010: Grant contract effective periods end.

Types of Grantees and Projects



- Types of Grantees
 - County agencies ("public")
 - Non-governmental conservation organizations ("private")

- Types of Projects
 - Agricultural plan
 - Agricultural development
 - Easement



Grant Contract Types

Grantee Type	Project Type	Grant Contract Type Abbreviation
county agency	agricultural plan	CAP
county agency	agricultural development	CAD
county agency	easement	CE
non-governmental organization	agricultural plan	NGOAP
non-governmental organization	agricultural development	NGOAD
non-governmental organization	easement	NGOE

Variations in Grant Contracts



- Grant Contract Sections that Vary with:
 - Grantee Type
 - Paragraph 6. Conflict of Interest Policy
 - Paragraph 7. Statement of No Overdue Tax Debts
 - Paragraph 9. Reporting Requirements
 - Attachment A: General Terms and Conditions
 - Project Type
 - Paragraph 4. Grantee Duties
 - Paragraph 10. Payment Provisions
 - Both
 - Contract documents / Attachments

Grant Contract Documents



- All (county agency and NGO) contracts include the following documents:
 - The Contract
 - The General Terms and Conditions (Attachment A)
 - The Scope of Work, description of services, or Grantee's proposal (Attachment B)
 - The Line Item Budget and Budget Narrative (Attachment C)
 - The Project Timeline (location varies)

Grant Contract Documents: for NGOs



- Grant contracts for NGOs only also include:
 - Notice of Certain Reporting and Audit Requirements (Attachment D)
 - Certification of No Overdue Tax Debts (Attachment E)
 - Provided by grantee
 - IRS Federal Tax Exempt Letter or 501(c) Verification Form (Attachment F)
 - Provided by grantee
 - W-9 "Request for Taxpayer Identification Number and Certification" (Attachment G)
 - To be completed by grantee

Grant Contract Documents: Project Type



	Additional Contract Documents (Attachments)	Location of The Project Timeline
CAP	none	Attachment D
CAD	The Ownership/Maintenance Agreement (Attachment E)	Attachment D
CE	The Conservation Easement Content (Attachment E)	Attachment D
NGOAP	none	Attachment H
NGOAD	The Ownership/Maintenance Agreement (Attachment I)	Attachment H
NGOE	The Conservation Easement Content (Attachment I)	Attachment H

Grant Contracts: An Outline



Introduction

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

[List of contract documents]

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, 2008**, and shall terminate on [termination date], 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.

Grant Contracts: An Outline



4. Grantee's Duties:

The Grantee shall conduct activities as described in Attachment B, Scope of Work, and in accordance with... In addition, the Grantee shall complete the activities as specified below.

[List of grantee duties]

5. 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 \$[Insert Grant Amount]. This amount consists of \$[Insert Amount of State Funds] in State funds.

a. There are no matching requirements from the Grantee.

b. The Grantee's matching requirement is \$[Insert Required Matching Funds Amount], which shall consist of:

- | | |
|---|--|
| <input type="checkbox"/> In-kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

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

The total contract amount is \$[Insert Total Contract Amount].

Grant Contracts: An Outline



- NOTE: 5. Agency's Duties
 - "The contributions from the grantee shall be sourced from non-federal funds."
 - This clause is not applicable to your grant contracts (because you will only receive state funds from us). You **CAN** use federal funds as matching funds.

Grant Contracts: An Outline



6. Conflict of Interest Policy:

[Paragraph content is based on grantee status as county agency or non-governmental organization]

7. Statement of No Overdue Tax Debts:

[Paragraph content is based on grantee status as county agency or non-governmental organization]

8. Reversion of Unexpended Funds:

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

9. Reporting Requirements:

[Paragraph content is based on grantee status as county agency or non-governmental organization]

Grant Contracts: An Outline



10. Payment Provisions:

[Description of payment provisions]

All payments are contingent upon fund availability. The Grantee shall submit all requests for payment for the month of June to the Agency no later than June 15.

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 unspent funds as well as part or all of the spent funds, as determined by the Agency, to the Agency within 60 days of the contract termination date or no later than June 15.

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

Grant Contracts: An Outline



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 delivered to the other Party's Contract Administrator by United States mail, postage prepaid, and addressed as set out below. Notice will be deemed to be received on the date it is actually delivered to the receiving party. 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 Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
NC Department of Agriculture and Consumer Services ADFP Trust Fund 1001 Mail Service Center Raleigh, NC 27699-1001 Telephone (919) 715-1206 Fax (919) 733-1204 Email ncadfp@ncmail.net	NC Department of Agriculture and Consumer Services ADFP Trust Fund 2 West Edenton Street Raleigh, NC 27601

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Insert Contact Person Name Insert Address Line 1 Insert Address Line 2 Insert Address Line 3 Telephone Insert Telephone Number Fax Insert Fax Number Email Insert Email Address	Insert Contact Person Name Insert Address Line 1 Insert Address Line 2 Insert Address Line 3

Grant Contracts: An Outline



12. Disbursements:

As a condition of this Contract, 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 insure that account balance is solvent and reconcile the account monthly.

13. 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 notice to the Agency.

Grant Contracts: An Outline



14. 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 Agency have executed this Contract in duplicate originals, with one original being retained by each party.

Insert Name of Grantee

Signature of Authorized Representative Date

Printed Name Title

WITNESS

Signature Date

Printed Name

[Insert NOTARY SEAL]



North Carolina Department of Agriculture & Consumer Services

Signature of Authorized Representative Date

N. David Smith Chief Deputy Commissioner
Printed Name Title

Grant Contracts: An Outline



- Attachment A: The General Terms and Conditions
 - Content based on grantee status as county agency ("PUBLIC") or non-governmental organization ("PRIVATE")
- Attachment B: The Scope of Work
 - Content based on information provided by grantee
- Attachment C: The Line Item Budget and Budget Narrative
 - Provided by grantee
- Attachment _: The Project Timeline
 - Provided by grantee
- Other Attachments
 - As noted previously

Grantee Reporting Requirements*



Report Type (ADFP-prescribed format)	Quarterly	Semi-Annually	Annually
Reporting Budget Form	for grantees with grant amounts greater than \$250,000 and for all agricultural development projects	for grantees with grant amounts less than or equal to \$250,000 for agricultural plans and easements	
Progress Report	for grantees with grant amounts greater than \$250,000 and for all agricultural development projects	for grantees with grant amounts less than or equal to \$250,000 for agricultural plans and easements	
Final Report			for all grantees

* Refer to Paragraph 4. Grantee Duties

**NGOs are also subject to Notice of Certain Reporting and Audit Requirements (Attachment D). Failure to comply with this notice may result in loss of present and future eligibility to receive funding.

Grantee Reporting Requirements



- Approximate due dates for one-year grant contracts:
 - Middle of October 2008 (Quarterly Reports)
 - Middle of January 2009 (Quarterly and Semi-Annual Reports)
 - Middle of April 2009 (Quarterly Reports)
 - June 15, 2009 (Final Reports)

Grantee Reporting Requirements



- Approximate due dates for two-year grant contracts:
 - Middle of October 2008 (Quarterly Reports)
 - Middle of January 2009 (Quarterly and Semi-Annual Reports)
 - Middle of April 2009 (Quarterly Reports)
 - Middle of July 2009 (Quarterly and Semi-Annual Reports)
 - Middle of October 2009 (Quarterly Reports)
 - Middle of January 2010 (Quarterly and Semi-Annual Reports)
 - Middle of April 2010 (Quarterly Reports)
 - June 15, 2010 (Final Reports)

Requests for Reimbursement



- Per the terms of the grant contract, funds will be distributed as reimbursements.
- In order to receive reimbursement(s), the grantee must:
 - Submit "Requests for Reimbursement"
 - Submit a "Signature Card Form" with the first Request for Reimbursement
- Requests for Reimbursement may be submitted at any time July through May. However, as noted in the grant contracts, "the Grantee shall submit all requests for payment for the month of June to the Agency no later than June 15."
 - The state's fiscal year ends on June 30.

ADFP Trust Fund: Staff Contact Information



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Questions?

NCDA&CS
ADFP Trust Fund
Staff

September 2008