

SHERMAN COUNTY SOIL & WATER CONSERVATION DISTRICTP. O. BOX 405PHONE (541) 705-5070MORO, OREGON 97039EMAIL: SHERMANCOUNTYSWCD@GMAIL.COM

Sherman County Soil & Water Conservation District

Watershed Education Incentive Program

(Adopted by Board June 10, 2008)

Purpose:

- To provide financial resources for local conservation education including workshops, demonstrations and youth conservation education projects.
- To provide technical resources for implementation of education projects that will benefit Sherman County residents and resources.
- To assist with worthwhile projects that don't fit traditional funding sources.

Program Qualifications

- Applications must include Applicants name, address, telephone number and email (if applicable)
- A description of the Project which includes: What will be done, who will do it, where it will be done, environmental and other benefits, budget and schedule. (1 page)
- Eligible Applicants are Educational and Resource Organizations in Sherman County.
- Eligible Projects are any Conservation Education Projects which meet our purpose for this program.
- Match funding (either cash or in-kind) for grants must be shown at 25% of the \$2,000 allowed per grant.

Agreement:

Upon approval, grantee must sign an agreement for proposed work. Grantees must also provide the following:

- Provide copies of all receipts
- Provide copies of permit(s) if required
- Authorize access for District to inspect completed projects

Processing:

- Staff will assist applicants with eligibility, planning and completeness of applications for review by the SWCD board
- Board will review applications at regularly scheduled board meetings and consider for approval

Application Form is attached

Return completed application to:

Sherman County SWCD P.O. Box 405 Moro, OR 97039

Sherman County SWCD Watershed Education Incentive Program Application

(Deliver to District Office by last Friday of month for consideration at next board meeting)

APPLICANT NAME						
ADDRESS						
PHONE		EMAIL				

PROJECT DESCRIPTION (*Please be detailed in your answers*)

What will be done?

Who will do the work?

Will you need technical assistance?

Where is the project located?

Benefits – Describe Environmental and other benefits.

<u>Budget</u> – Please include the total estimated cost of the project, the amount you will be requesting from the SWCD and any other contributors to the project (match funding). See Exhibit B for Example Budget.

<u>Schedule</u> – Include project start date; include any key milestones and the estimated project completion date.

Signature			Date
Review date	Fund	Fund with conditions	Do not Fund

WATERSHED EDUCATION INCENTIVE FUND GRANT AGREEMENT

This grant agreement is between the Sherman County Soil and Water Conservation District and the Grantee, in consideration of the mutual covenants contained herein. Any contribution made by the Sherman County Soil and Water Conservation District to the Grantee is subject to the following terms and conditions:

- 1. <u>Project Proposal.</u> Contributions shall be used only for the purposes agreed upon in the *Schedule for Release of Funds*, attached as Exhibit A, and in the manner set forth in the approved grant application unless the Grantee has received written permission from the Sherman County SWCD for deviation. A minimum of 25% match funds shall be provided prior to the disbursement of funds.
- 2. <u>Repayment.</u> The Recipient shall repay to the Sherman County SWCD any portion of the contribution which is not used for the purposes specified in the project proposal.
- 3. <u>Limitation of Contribution</u>. The total amount of the contribution or any payment thereof may be discontinued, modified, or withheld at any time, when in the sole and absolute discretion of the Sherman County SWCD, such action is necessary to comply with the requirements of law, regulations or rulings.
- 4. <u>Limitation on Damage; No Warranty.</u> The Sherman County SWCD shall not be responsible for any cost overrun, damages or consequential damages associated with the Grant including, but not limited to, costs and expense associated with the Grant including any other foreseen or unforeseen circumstances. The Sherman SWCD makes no warranty as to any materials, equipment, or the quality of workmanship associated with the Grant or as to the outcome of the project.
- 5. <u>Full Disclosure</u>. The recipient of the Grant represents that it has made the Sherman County SWCD aware of any potential liabilities or other legal issues that may arise as a result of the Grant. This representation includes notification of: dissent from affected landowners; pending or potential lawsuits relating to the Grant or the recipient; disagreement over chosen methods on the project; and any other conflict or dispute that may hinder the implementation of the Grant project.
- 6. <u>Accounting for Funds Distributed.</u> The grantee shall account for all funds distributed by the Sherman County SWCD using generally accepted accounting practices sufficient to account for the income and expenses related to this project. The grantee shall also account for all expenses related to this project. The grantee shall also account for all other funds expended, as well as in-kind services and donated materials. The grantee further agrees to make such accounting records available to the Sherman County SWCD.
- 7. <u>Assignment.</u> The grantee shall not assign or transfer its interest in this agreement without prior written approval from the Sherman County SWCD.
- 8. <u>Project Completion.</u> Within 30 days after the completion of the project, the Grantee shall submit to the Sherman County SWCD a final project report. The final project report shall include a summary of actions, outcomes and accomplishments generated from the project.
- 9. <u>Termination of Funding.</u> The Sherman County SWCD may terminate this agreement:
 - 1. At any time by mutual written consent of both parties;
 - 2. Upon written notice to grantee for grantee's failure to perform any other provision of this agreement;
 - 3. Upon 30 days written notice to grantee for any other reason specified in writing;

4. Upon failure to provide a signed agreement;

5. At any time, upon written notice by the Sherman County SWCD, should the funding be

reduced. The Sherman County SWCD will be responsible for determining project reductions. Within 30 days of termination, grantee shall return to the Sherman County SWCD any unspent funds provided through this Grant. The Sherman County SWCD shall reimburse the grantee for authorized services performed and expenses incurred prior to the termination of this agreement.

10. <u>**Compliance With Applicable Law.**</u> The grantee shall comply with all federal, state, and local laws and ordinances applicable to this agreement.

11. <u>Modification.</u> This agreement may not be modified or amended except by the agreement of both parties. This agreement can not be modified or amended orally.

12. <u>Successor Interest</u>. This agreement shall be binding upon and inure to the benefit of the assigns and successors in interest of each of the parties hereto.

13. <u>Indemnity</u>. The grantee shall save and hold harmless the Sherman County SWCD, its board of directors, employees and members from all claims, suits, or actions of whatsoever nature resulting from, or arising out of, the activities of the grantee, its agents or employees under this agreement.

TERMS ACCEPTED BY: RECIPIENT

SHERMAN COUNTY SWCD

Date

Date

EXHIBIT A

SCHEDULE FOR RELEASE OF FUNDS

Total funds granted:

<mark>\$0,000</mark>

All fund requests must be submitted and signed by the Grantee. Funds are released upon presentation of receipts, invoices or bills for purchases or work accomplished. However, funds can also be released in advance based on a detailed estimate of expenses. Receipts and/or invoices must be submitted to document funds received from Sherman County SWCD for this project within 120 days of the date of the check. Failure to comply may delay future grants from being reimbursed.

The project budget consists of the elements listed below:

Expense Category	Amount
Materials and Supplies	\$ 0.00
Travel	\$ 0.00
Other	\$ 0.00
Total	\$ 0.00

EXHIBIT B

Expense Category	No. of Units	Unit Cost	SWCD Funds	Match Funds (In-Kind/Cash)	Description what will be purchased and by whom/who will perform the work.
MATERIALS AND SUPPLIES.	•				
		\$0	\$O	\$0	
		\$0	\$0	\$0	
		\$0	\$ 0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
SUBTOTAL (1)			\$0	\$0	
TRAVEL. Refers to any trav	vel costs.	(i.e. mileage	, fuel, hotel, p	oer diem)	
		\$0	\$O	\$0	
		\$0	\$0	\$0	
SUBTOTAL (2)			\$0	\$0	
OTHER.					
		\$0	\$0	\$0	
		\$0	\$0	\$0	
SUBTOTAL (3)			\$0	\$ 0	
PROJECT TOTAL COST (Add Subtotals 1-3)			\$0	\$0	