



Cumberland Community Foundation, Inc.

308 Green Street • P.O. Box 2345 • Fayetteville, NC 28302

www.cumberlandcf.org

GRANT AGREEMENT

Grantee: City of Fayetteville/Fayetteville /Cumberland Parks and Recreation

Grant Number: 2020-26544

Contact: Michael Gibson

Amount: \$65,000.00

Project Name: Conservation Restoration Plan for Cross Creek Cemetery #1 - Phase 1

Grant Period: 01/01/2020– 12/31/2020

I. Acceptance of Grant

The grant to City of Fayetteville/Fayetteville /Cumberland Parks and Recreation (“Grantee”) from the Cumberland Community Foundation, Inc. (“Foundation”) is made solely to support Conservation Restoration Plan for Cross Creek Cemetery #1 - Phase 1. Payment of the grant is conditional upon acceptance of the terms described in this Agreement and subject to funds available.

II. Program Description

(Description is from the grantee’s application.)

Conservation Restoration Plan for Cross Creek Cemetery #1 - Phase 1: Cross Creek Cemetery #1, bounded by N. Cool Spring & Grove Street, is one the crown jewels of our community yet over time its appearance and position in the community has greatly diminished. Dating back to 1785, the lives of those interred span three periods of history – Colonial, Revolutionary, and Civil War - and is the final resting place of many notable patriotic citizens that were instrumental in shaping our community, state and, in some cases, our nation.

This three phase project is designed to:

- Conserve the significant history of the site incorporating interpretive signage, historic tours, educational outreach materials and community events;
- Restore the natural beauty of the cemetery using indigenous flora of the period as well as restore its monuments, 100 of which are nationally recognized as “works of art” by the US National Register of Historic Places, and
- Preserve the hallowed ground where God, Service, and Sacrifice are honored and respected.

III. Payment Schedule and Conditions

1. Signed grant and communications agreement returned and approved by the Foundation.
2. First payment of \$32,500 is available after agreements are signed and submitted.
3. Interim report due on or before June 1, 2020.
4. Second payment of \$32, 500 is available after the interim report is submitted.
5. Final report due on or before January 1, 2021.

IV. Reporting of Grant Activity

Grantee will provide a final written report no later than 01/01/2021. The grant report will be used to evaluate the impact of the grant. Report guidelines will be provided by the Grantor.

A final expenditure report will be required at the end of the grant period. Grantee agrees to maintain books and records adequate to demonstrate that the grant funds were used for the purpose for which the grant is made, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended.

Grantee agrees to give the Foundation reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project.

V. Public Acknowledgement

Acknowledge that this grant came from Cumberland Community Foundation, Inc. in any printed, electronic, and on-line communications. The attached Communications Agreement must be signed and returned to the Foundation.

VI. Special Provisions

All grants are made, and must be used, in accordance with all applicable laws, regulations, rulings, and grant guidelines. Please read the following carefully.

1. Public Charity Determination / Status

Grantee certifies to the Cumberland Community Foundation, Inc. that it is an organization that is currently recognized by the IRS as a traditional public charity under Subsection 501(c)(3) and Section 509(a)1 of the Internal Revenue Code and not a private Foundation as described in the Code. If Grantee has tax-exempt status through another section of the Code, additional documentation will be requested and must be provided to the Foundation. Grantee agrees to notify the Foundation immediately of any change in (a) Grantee's legal or tax status, (b) Grantee's executive or key staff responsible for achieving the grant purposes, and (c) Grantee's ability to expend the grant for the intended purpose.

2. Expenditure of Grant Funds:

This grant is made expressly and solely for the charitable purposes stated in the grant application (II. Program Description). The funds provided hereunder may be spent only in accordance with the provisions in the application submitted and according to the budget in the application. The program is subject to modification only with the Foundation's prior written approval. Funds will be paid to the Grantee upon receipt of the properly completed Grant Agreement and the satisfactory compliance with all special conditions (III. Payment Schedule and Conditions).

- a. Any special conditions that apply to this grant, as described above, should be complied with as rapidly as feasible. These conditions may have to be satisfied before the grant funds will be paid. In such cases, the Grantee must submit adequate evidence of compliance with the conditions before the Foundation may release funds. If the Grantee has questions about the special conditions, contact the Foundation's office.
- b. The Grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records, consistent with generally accepted accounting practices.
- c. Grantee agrees not to use Foundation funds for lobbying, electioneering, or political activities of any kind.
- d. In compliance with Executive Order 13224 and the Patriot Act, grantee certifies that it is not a terrorist or terrorist-supporting organization and agrees not to promote or engage in violence, terrorism, or bigotry.

3. Reversion of Grant Funds

Grantee will return to the Foundation any unexpended funds at the close of the project period. Funds also will be promptly returned if the Foundation determines that the Grantee has not performed in accordance with the Grant Agreement or satisfied the specific conditions of the approved program and its support budget.

4. Limit of Commitment

Unless otherwise provided in writing, this grant is made with the understanding that the Foundation has no obligation to provide other or additional support to the Grantee. The Foundation reserves the right to discontinue, modify or withhold any payments under this grant award or to require a total or partial refund

of any grant funds if, in the Foundation's sole discretion, such action is necessary: (a) because the Grantee has not fully complied with the terms and conditions of this grant; (b) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; or (c) to comply with the requirements of any law or regulation applicable to the Grantee, the Foundation, or this grant.

5. No Benefits Provided

Acceptance of this grant signifies that no substantial benefit has been or will be provided to the Foundation, its staff, Board of Directors, donors, donor advisors, or any individual other than those stated in the charitable class or persons served by the organization.

Cumberland Community Foundation, Inc.

Mary M. Holmes, Executive Director

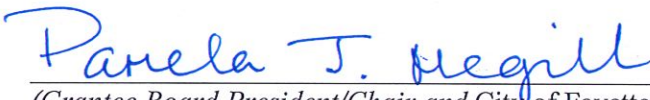
Date

On behalf of City of Fayetteville/Fayetteville /Cumberland Parks and Recreation (**grantee**), I have read, understand and accept the above conditions. I understand that, by accepting the Foundation's grant check, I am agreeing to the foregoing Grant Terms and Conditions and hereby certify my authority to make such acceptance and agreement on the Grantee's behalf.



(Grantee Executive Director/President and City of Fayetteville/Fayetteville /Cumberland Parks and Recreation)

Date 2/10/2020



(Grantee Board President/Chair and City of Fayetteville/Fayetteville /Cumberland Parks and Recreation)

Date

02/10/2020



**Grant Acknowledgment Plan between City of Fayetteville/Fayetteville /Cumberland Parks and Recreation (Grantee) and
Cumberland Community Foundation, Inc. ("Foundation")**

Project Name: Conservation Restoration Plan for Cross Creek Cemetery #1 - Phase 1

Grant Number: 2020-26544

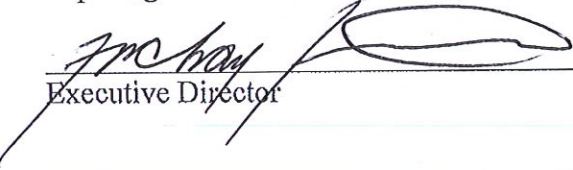
Grant Period: 01/01/2020– 12/31/2020

Grantee agrees to the following terms as a condition of accepting the grant:

1. Grantee will acknowledge the grant using the legal name of the Foundation: *Cumberland Community Foundation, Inc.* The word "County" is not part of the name.
2. Grantee will acknowledge *Community Grants Fund of Cumberland Community Foundation, Inc.*, as funder for the program. Acknowledgment may include but is not limited to news releases, interviews, newsletters, social media posts, website pages, on-site donor/funder lists, speeches, and printed materials. Grantee submits the Grant Acknowledgment Plan / Timeline.
3. Grantee will submit with the final report copies of photos, publications, news articles or other relevant materials that may be used in the Foundation's communications. Grantee will include photos that are clearly marked:
 - a. Private – meaning do not publish and for evaluation purposes only, or,
 - b. Public – meaning Grantee has received a written release of the Grantee and the Foundation for use of the photos. (Include copy of release for each subject in Public photos.)
4. Grantee will not use the Foundation's logo without permission specific to this grant. Grantee may request a logo file from the Foundation to be used according to the usage agreement.
5. Grantee agrees to allow the Foundation to include information about this grant in the Foundation's periodic public reports, newsletter, news releases, social media postings, and on the Foundation's website. This includes the amount and purpose of the grant, any photographs Grantee has provided, Grantee logo or trademark, and other information and materials about Grantee's organization and its activities.

Grantee agrees to return the grant funds within 60 days of request by the Foundation if Grantee fails to comply in full with this Communications Agreement.

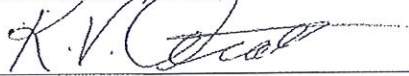
On behalf of City of Fayetteville/Fayetteville /Cumberland Parks and Recreation (Grantee), I have read, understand and accept the above conditions. I understand that, by accepting the grant, I am agreeing to the terms and conditions of the Communications Agreement and will fully comply. I acknowledge that failure to comply with the Communications Agreement will result in a cancellation of the grant, requiring a refund of the grant funds to the Foundation.


Executive Director

2-28-2020
Date

Board President/Chair

Date


Communications Staff

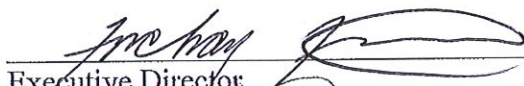
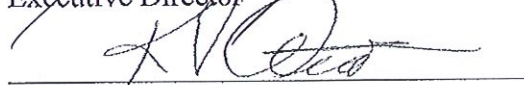
26 FEB '20
Date

Grant Acknowledgment Plan / Timeline

	Annual Report / Newsletter	News Release	Website	Social Media Posts	Event Invitation	Onsite Ex: Posters Banners Wall text	Donor Listings	Other print Ex: Ads Program	Other Describe on next page
January									
February									
March									
April									
May									
June									
July									
August									
September									
October									
November									
December									
Other									

Applicant may attach additional details as appropriate

On behalf of City of Fayetteville/Fayetteville /Cumberland Parks and Recreation (Grantee), I submit this Grant Acknowledgment Plan / Timeline and commit to implementation.

 Executive Director	2-28-2020 Date
 Communications Staff	26 FEB '20 Date