



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

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