

Memorandum of Agreement

Between

The National Association of Conservation Districts and

The Gooding Soil Conservation District

This Agreement is entered into on this 19 (date) day of February (month), 2019 by the National Association of Conservation Districts (NACD), located at 509 Capitol Court NE, Washington, DC 20002 and the Gooding Soil Conservation District (District), located at 820 MAIN Street Gooding, Id. 83330 (Address, City, State, Zip).

NACD shall provide your District with a total grant of \$ 42,000.00 to carry out the initiatives which were outlined in the District's proposal to the NACD request for proposals (RFP) announced on November 13, 2018. That proposal is hereby made a part of this Agreement as Exhibit I. In keeping with NACD procurement policy, this grant has been awarded under a competitive process. These funds are made available by a Contribution Agreement between NACD and the Natural Resources Conservation Service (NRCS). The requirements as specified in the RFP are also made a part of this Agreement as Exhibit II.

It is the intent of this Agreement and this project to increase the urban agriculture conservation technical assistance available to your community so as to improve the conditions of natural resources and the society that depend on them while providing the maximum flexibility for you to carry out your responsibilities for these funds.

STATEMENT OF WORK

The District shall undertake the work and activities set forth in Exhibit I, made a part hereof and incorporated by reference as if fully written herein.

The District expressly acknowledges that this Agreement shall not be construed or interpreted as a contract of agency or employment. The District shall furnish its own support staff necessary for the satisfactory performance of this Agreement.

NACD may, from time to time as it deems appropriate, communicate specific instructions and requests to the District concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable period of time, the District shall respond to such requests. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement, and are not intended to amend or alter this Agreement or any part thereof.

Any or all materials created under this Agreement may be utilized by NACD and/or NRCS to promote outreach, educational and knowledge transfer nationally.

The District shall consult with the personnel of NACD and other appropriate persons as necessary to assure understanding of the work and satisfactory completion thereof. NACD will designate a person or persons to whom the District will contact and who will communicate with the District regarding the

services provided, the time for performance of the services and to assist in arranging communications and/or other arrangements with NACD personnel to facilitate the performance under this Agreement.

REPORTING

NACD will require quarterly (3 month) reports for the project as of the following dates:

REPORT #	PERIOD COVERED	DATE DUE
1	Starting date to March 31	April 15
2	April 1 to June 30	July 15
3	July 1 to September 30	October 15
4	October 1 to December 31	January 15
5 (if needed)	January 1 to March 31	April 15
Final Report	Project period	Within 30 days of completion of project

A final report will be due at the conclusion of the grant period. Using the templates provided by NACD, the reports should address progress on carrying out technical assistance work outlined in exhibit I; related outreach, marketing and public relations accomplishments; and progress on providing sustainability for the project going into the future. Reports should also identify expenditures to the date of your report as well as indicate any deviation of more than 10% from your original proposed budget.

NACD will respond to reports when and if there is either a request for guidance or a question of compliance with this Agreement.

TERM OF AGREEMENT

This Agreement is effective and binding upon both parties on the day and year first above written. This Agreement shall remain in effect until the work described in Exhibit I is completed to the satisfaction of NACD, or until otherwise terminated as provided in this Agreement.

This Agreement shall not obligate any participating parties to endorse, support, or otherwise influence any policy, legislation, or program activities.

RECORD KEEPING REQUIREMENTS

The District shall keep all financial records in a manner consistent with generally accepted accounting procedures.

All disbursements made for this Agreement shall be only for obligations incurred in the performance of this Agreement and shall be supported by documentation and data, as appropriate to support such disbursements. All disbursements for this Agreement shall be for obligations incurred only after the effective date of this Agreement unless specific authorization for prior disbursements has been given in writing by NACD.

PAYMENT TERMS AND CONDITIONS

An initial check for 25% of the grant will be issued to the District upon receipt of the signed copy of this Agreement. The remaining amount of the grant will be provided in quarterly payments (25% of grant amount) upon satisfactory completion of each quarterly report.

CONFLICTS OF INTEREST

The District expressly acknowledges that no officer or employee of NACD has been employed, retained, induced or directed by the District to solicit or secure this Agreement with NACD upon an Agreement, offer, understanding or implication involving the payment of any form of remuneration, whatsoever. The District agrees that, in the event NACD has substantial reason to believe that this provision has been violated, NACD may, at its sole option, consider this Agreement void; and in doing so, NACD is released from any and all obligations under this Agreement.

INDEMNIFICATION

The District, at its own expense, shall defend and hold NACD, its officers and employees, harmless from any and all claims, expenses, damages and judgments, including attorney's fees, in the event of a suit or claim arising out of the District's performance in executing the services as stated in Exhibit 1 and 2. Similarly, NACD shall provide the District with reasonable notice of such suit or claim and provide information required for the defense of same.

WARRANTY AND DISCLAIMER OF WARRANTY

The District warrants that the work and activities as set forth in this Agreement shall be performed by trained and qualified personnel, and in a professional and workmanlike manner.

COMPLIANCE WITH LAW

The District agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The District accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the District in the performance of the work authorized by this Agreement.

LIMITATION OF LIABILITY

The District's and NACD's liability for damages, whether in contract or in tort, shall not exceed the amount of direct damages incurred by either party as determined by a court of competent jurisdiction.

The District's and NACD's sole and exclusive remedies for failure to perform under this Agreement shall be as set forth in this Article. In no event shall either party be liable to the other for any indirect or consequential damages, including lost profits, even if the parties knew or should have known of the possibility of such damages.

CHANGES OR MODIFICATIONS

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, commitments, representations and understanding of the parties with respect to the services contemplated under Article I of this Agreement. Any change, deletion, addition or modification of any portion of this Agreement shall not be valid or binding upon either party, unless such change, addition, deletion or modification is agreed to in writing and signed by both parties under this Agreement.

ASSIGNMENT

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto and not already agreed to in Exhibit 1 without the prior express written consent of the other party.

CONSTRUCTION

This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the District of Columbia.

FORCE MAJEURE

Neither party shall be responsible for failure to perform under this Agreement due to causes beyond the parties' control, including but not limited to, fires, civil disobedience, riots, embargoes, explosions, rebellions, strikes, work stoppages, acts of God or acts of any governmental authority or any other similar occurrence.

BINDING EFFECT

This Agreement shall ensure to the benefit and be binding upon the legal representatives of the parties hereto, subject to the grant of consent for assignment as provided in this Agreement.

SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Ray Hulls (Signature, District Chair or designated official/manager)

Kay Hulls - Chairman (Name, District Chair or designated official/manager)

Gooding Soil Conservation District in Gooding (state)

Idaho - February 19, 2019
(Month) (Date)

Jeremy Peters
Jeremy Peters, Chief Executive Officer
National Association of Conservation Districts
February 13, 2019