



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Steven W. Troxler, Commissioner

NCDA&CS Division of Soil and Water Conservation/District Master Agreement

CONTRACT AMENDMENT "CHECK OFF LIST" for Grantee

This Form **MUST** be returned with your completed contract amendment package

INSTRUCTIONS: CHECK THE "YES" BOXES IN LEFT COLUMN FOR THE DOCUMENT TITLES THAT ARE BEING RETURNED WITH THE TWO SIGNED, DATED and NOTARIZED COPIES OF THE CONTRACT AMENDMENT WITH SIGNATURES IN BLUE INK. BE SURE TO INCLUDE ALL THE OTHER DOCUMENTS SPECIFIED IN YOUR CONTRACT AMENDMENT PACKAGE. IF "☒ NO" HAS BEEN CHECKED OFF FOR YOU, THAT DOCUMENT IS NOT REQUIRED FOR THIS GRANT PROGRAM OR PROJECT.

GRANTEE ORGANIZATION NAME: XXX Soil & Water Conservation District

PROJECT TITLE/NAME: DSWC-District Matching and Technical Assistance Agreement

CONTRACT #: 18-001-1234 AMENDMENT #: 01-2018

TRACKING #: 18-E-000-SWC

DISTRICTS USE - GOVERNMENTAL ENTITIES ONLY Check one Box	DOCUMENT TITLE <i>ALL SIGNATURES MUST BE IN BLUE INK</i>	DEPARTMENTAL USE - DOCUMENTS ATTACHED OR ON FILE	GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract Amendment "Check Off List" for Grantee	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract Amendment Cover	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment A – Signature Card	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No



Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

October 5, 2018

Your Name
XXX Soil & Water Conservation District
123 Main Street
Raleigh, NC 12345

CONTRACT NUMBER: 18-001-1234
AMENDMENT NUMBER: 01-2018

Dear :

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, it is with great pleasure that I offer to amend your existing agreement for district matching and cost share technical assistance funds for the XXX Soil and Water Conservation District operations. The amendment is necessary to add district matching, technical assistance, and technology acquisition funds for fiscal year 2018-19. Your project end date remains June 30, 2020.

Two original Amendment packets must be printed, completed and returned to the NCDA&CS, making sure that the Amendments and certain forms have been signed, dated, and witnessed. Signing these documents represents your understanding and acknowledgement that all other terms and conditions of the original contract are still in effect. Please return the two packets to:

David B. Williams, Deputy Director
Division of Soil & Water Conservation
1614 Mail Service Center
Raleigh, NC 27699-1614

One fully executed, original Amendment will be returned to you for your records. If you have any questions about your Amendment or any of the forms contained in your offer packet, please contact David Williams at 919-707-3772 or by e-mail to David.B.Williams@ncagr.gov.

I would like to take this opportunity to thank you for all you do to support conservation of our valuable natural resources.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosure

cc: Ms. M. Madrid

STATE OF NORTH CAROLINA
 COUNTY OF WAKE



Departmental Use Only	
CENTER:	1611-3701
ACCOUNT:	536967
AMOUNT:	\$7,200.00
CENTER:	2710
ACCOUNT:	536502
AMOUNT:	\$52,561.91
CENTER:	2714
ACCOUNT:	536502
AMOUNT:	\$2,380.00

North Carolina Department of Agriculture and Consumer Services

Division of Soil and Water Conservation

**DSWC-District Matching and Technical Assistance Agreement -
 Governmental**

**Contract Number: 18-001-1234
 Amendment Number: 01-2018**

This document amends the Contract bearing the effective date of July 1, 2017, between the North Carolina Department of Agriculture and Consumer Services, hereinafter referred to as the "Agency" and the XXX Soil and Water Conservation District, hereinafter referred to as the "Grantee."

The Grantee's tax ID number is **56-1234567**. The Grantee's DUNS number is **987654321**.

As provided for under the terms of the original Contract, the Agency and the Grantee agree to amend the Contract provisions as outlined below.

1. Section IV. DSWC Duties:

The previous Section IV is hereby deleted and replaced with the following:

The DSWC hereby agrees to pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the DSWC to the Grantee shall not exceed **\$62,141.91**.

This amount consists of: \$0.00 in federal funds.

This amount consists of: \$62,141.91 in State funds

The Grantee's matching requirement is **\$59,761.91**, which consists of:

In Kind	\$
Cash	\$
Cash and In-kind	\$
Cash and/or In-kind	\$59,761.91
Other/Specify	\$

The total Contract amount is **\$121,903.82**.

2. Scope of Work

The Scope of Work is amended to add the following:

3. Conservation Technology Acquisition – The DSWC has allocated an amount not to exceed **\$2,380.00** to the District to reimburse the District for up to 75% of the cost of acquiring conservation technology equipment and/or software to assist the District to site and design conservation practices related to water resources. To receive the funds allocated for this purpose, the District shall:

- a. Use its normal purchasing and procurement procedures to acquire a **Trimble GPS Handheld, Pathfinder Software, and TerraSync Software**, as requested on the District's Technology Grant Program application. The acquisition shall also include all supporting software and equipment necessary for the District to be able to successfully use the technology as intended to aid in design of conservation practices.
- b. Submit an invoice on or before August 1, 2019 requesting up to 75% of the actual eligible cost for acquiring the technology, including necessary hardware, software, and training expenses. The invoiced amount shall not exceed **\$2,380.00**. The invoice shall include copies of invoices paid by the District for eligible expenses.

3. Contract Budget:

The previous Contract Budget is hereby deleted and replaced with the attached Contract Budget. The revision is necessary to add funding for the 2018-19 program year. In cases where the grantee did not invoice for the full amount of budgeted funds for Activities 1 or 2 in FY2017-18, the funds budgeted for 2017-18 have been reduced to reflect the actual amount invoiced for 2017-18.

All other terms and conditions as set forth in the original Contract document shall remain in effect for the duration of this Amendment.

This Amendment is continued on the next page.

CONTRACT BUDGET

The following budget reflects the maximum authorized payment for each activity described in the scope of work.

Activity 1: District Matching Funds

Fiscal Year	Maximum Amount Awarded	District Match Requirement
2017-18	\$3,600.00	\$3,600.00
2018-19	\$3,600.00	\$3,600.00
2019-20		

Activity 2: Cost Share Technical Assistance

Position 1:	FTE: 1.00	Maximum Allocation		District Match Requirement
Fiscal Year	Purpose	Recurring	Non-recurring	
2017-18	Salary/Benefits	\$24,672.91		\$25,932.91
	Operating Exp.	\$1,260.00		
2018-19	Salary/Benefits	\$25,500.00		\$26,629.00
	Operating Exp.	\$1,129.00		
2019-20	Salary/Benefits			\$0.00
	Operating Exp.			

Position 2:	FTE:	Maximum Allocation		District Match Requirement
Fiscal Year	Purpose	Recurring	Non-recurring	
2017-18	Salary/Benefits			\$0.00
	Operating Exp.	\$0.00		
2018-19	Salary/Benefits			\$0.00
	Operating Exp.	\$0.00		
2019-20	Salary/Benefits			\$0.00
	Operating Exp.	\$0.00		

Activity 3: Conservation Technology Acquisition Funds

Fiscal Year	Maximum Amount Awarded	District Match Requirement
2017-18		\$0.00
2018-19	\$2,380.00	\$0.00
2019-20		

This Amendment is continued on the next page.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Amendment.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Amendment in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

XXX Soil and Water Conservation District

John Chairman

11/30/2018

Signature of Authorized Representative

Date

John Chairman, District Chairman

Printed Name

Title

Witness:

Joe Witness

11/30/2018

Signature

Date

Joe Witness, District Soil Conservationist

Printed Name

Title

Sample



North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative

Date

N. David Smith, Chief Deputy Commissioner

Printed Name of Authorized Representative

Signature Card



CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Provide the requested printed and written signatures (in Blue Ink) of agency representatives in the designated areas. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents.

SECTION I.

Date:	11/15/2018
Legal Applicant Organization/Agency Name:	XXX Soil & Water Conservation District
Federal Tax Identification Number:	56-1234567

SECTION II.

Certification:

By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

GOVERNMENTAL ENTITIES

Authorized Governmental Official	Chief Fiscal Officer
Print Name & Title: John Chairman, District Chairman	Print Name & Title: Sarah Budget, Finance Officer
Signature: <i>John Chairman</i>	Signature: <i>Sarah Budget</i>