

**FORSYTH COUNTY
BOARD OF COMMISSIONERS****DRAFT**MEETING DATE: SEPTEMBER 12, 2019 AGENDA ITEM NUMBER: 12

SUBJECT: AMENDMENT TO THE FISCAL YEAR 2019-2020 BUDGET ORDINANCE TO APPROPRIATE FUND BALANCE RELATED TO A MINI-GRANT FROM NORTH CAROLINA STATE UNIVERSITY FOR THE PURCHASE OF EQUIPMENT FOR CORN AND SOYBEAN TEST PLOTS FOR FARMERS IN FORSYTH AND SURROUNDING COUNTIES SWITCHING FROM TOBACCO TO GRAIN FARMING

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

NC Cooperative Extension received a mini-grant from North Carolina State University in FY19 for \$4,500 for the purchase of equipment to install test plots in Forsyth County as well as surrounding counties to address and assist with the learning curve for the growing number of farmers in this area switching from tobacco to grain farming.

Long-term goals are to develop an area specific database of practices that positively affect yield in corn and soybean production. At the end of FY19, \$2,425 were unspent and rolled into fund balance. This item is necessary to reappropriate these funds.

ATTACHMENTS: YES NO

SIGNATURE: _____ DATE: _____
COUNTY MANAGER

**FORSYTH COUNTY, NORTH CAROLINA
AMENDMENT TO
2019-2020 BUDGET ORDINANCE**

FROM: BUDGET & MANAGEMENT

MEETING DATE: September 12, 2019

EXPLANATION:

NC Cooperative Extension received a mini-grant from North Carolina State University in FY19 for \$4,500 for the purchase of equipment to install test plots in Forsyth County as well as surrounding counties to address and assist with the learning curve for the growing number of farmers in this area switching from tobacco to grain farming.

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BE IT ORDAINED BY THE FORSYTH COUNTY BOARD OF COMMISSIONERS THAT THE FISCAL YEAR 2019-2020 BUDGET ORDINANCE IS HEREBY AMENDED AS FOLLOWS:

INCREASE:	<u>SECTION 1. REVENUE</u>	
	GENERAL FUND	
	OTHER FINANCING SOURCES	<u>\$ 2,425</u>

INCREASE:	<u>SECTION 2. APPROPRIATIONS.</u>	
	GENERAL FUND	
	NC COOPERATIVE EXTENSION SERVICE	<u>\$ 2,425</u>

NATURE OF TRANSACTION:		APPROVED BY BOARD OF COUNTY
<input type="checkbox"/>	Additional Revenue Available	COMMISSIONERS AND ENTERED ON
<input type="checkbox"/>	Transfer within Accounts of	MINUTES DATED _____
	Same fund	AGENDA ITEM NUMBER _____
<input checked="" type="checkbox"/>	Other: Reappropriate Fund Balance associated with NCSU AgVentures grant	

Contract Agreement

This contract is between County of Forsyth ("Recipient") and North Carolina State University (NCSU), the program administrator and fiscal manager of the NC AgVentures program.

Source of Funds

This contract is made as a sub-grant of monies received from the NC Tobacco Trust Fund Commission to NCSU to fund a mini-grant program known as NC AgVentures. Both the NC Tobacco Trust Fund Commission and NCSU are agencies of the State of North Carolina and are subject to North Carolina laws and regulations. Copies of the agreement between NC Tobacco Trust Fund Commission and NCSU are available from: *Director of Business Operations for CALS College Advancement, College of Agriculture & Life Sciences*

Tasks of the Recipient:

1. Provide at least 15 percent of the funding request.
2. Schedule a farm visit with your Extension Agent before the June project report is due.
3. Complete a farm enterprise that will enhance the current farm operation and replace lost tobacco income. The project shall be conducted in accordance with the plan outlined in the proposal titled, **NC AgVentures Grant Project, *purchase a small corn planter to utilize for tests and demonstration***, and in accordance with the provisions of this contract. .
4. Expenditure of grant funds must be in accordance with the budget line items presented in the approved proposal. Any changes must be approved in writing prior to incurring said expenses by an NC AgVentures representative.
5. Provide a *project update* by July 1 and a *final report* by January 17, 2020.
6. Keep accurate production and financial records on the project and supply a copy of those records with the final report.
7. Provide a *copy* of receipts that show how the grant funds were spent.
8. Conduct outreach activities to inform other farmers, business people, agricultural service providers and other interested parties about the project activities, impacts and lessons learned.
9. Allow Extension to include the recipient project in public relations, outreach, demonstration and education in future years.
10. Provide a project update one year after completion.
11. The Recipient will meet all the requirements of the North Carolina State Auditor, including reporting, upon request, use of project funds to the State Auditor.

12. Complete a survey that provides feedback about the program and results of their project.
13. Recipients will recognize NC AgVentures and the NC Tobacco Trust Fund Commission as the funders/supporters of the project in all materials/marketing/advertising used to promote the project (NC AgVentures will provide appropriate logos and usage guide).

Tasks of NCSU:

- NCSU awards a total of \$4500 for this on-farm project or enterprise.
- Payment of \$3375 (75 percent) will be made upon receipt of a signed copy of this contract and a completed W-9. Recipient must submit forms to a NCSU representative.
- NCSU will make a second payment of \$900 (20 percent) upon receipt of the June project update.
- The final \$225 (5 percent) will be paid upon the project completion, after final financial reports & survey are submitted, provided that the Recipient has satisfactorily performed the tasks specified above AND that all funds have been properly expended in accordance with this agreement, as determined by a NCSU representative.
- Any grant funds not spent and accounted for in the report due will be returned to NCSU.
- NCSU may decline to disburse monies if the Recipient cannot show to the satisfaction of NCSU that the grant monies have been spent to accomplish the terms of this Agreement. Any unexpended funds remaining at the termination of this agreement must be returned to NCSU.
- Failure by the Recipient to spend project funds in accordance with this agreement may result in legal action to recover funds spent inconsistently with these terms and conditions without further notice.

Other Conditions and Provisions:

The Grant Recipient shall be an independent contractor and shall not act as an employee or agent of NCSU. NCSU affiliates or the Commission assume no liability with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims or losses arising out of any activities undertaken under this Agreement, with respect to persons or property of the Recipient or third parties. The Recipient agrees to indemnify, defend and save harmless NCSU, its affiliates, the Commission and its officers, agents and employees from any such claims.

At the request of NCSU or the Commission, the Recipient shall place signage at the Project site identifying it as receiving Commission funds. The signage shall be in mutually agreeable writing, and format.

The Recipient may publish or arrange for publication of information resulting from work carried out as part of this agreement. However, the information shall not be marketed for profit by the Recipient.

The Recipient agrees to indemnify, NCSU and its affiliates, the Commission, its officers, agents and employees against any liability, including costs and expenses and attorney's fees for his or her violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance use or disposition of any information published resulting from the work under this Agreement or based on any libelous or other unlawful material contained in such information

If work done as part of this grant project results in any intellectual property right, the Recipient hereby grants to NCSU and the Commission an assignable royalty-free, non-exclusive irrevocable license to publish, translate, reproduce, deliver, perform or use the material covered by the intellectual property right.

Any property purchased or leased by the Recipient related to this contract or with any proceeds of this contract shall be the obligation of the Recipient. NCSU shall have no responsibility, title or interest to this property.

The obligation of NCSU to pay any amounts under this agreement is contingent upon the availability of funds to support the project. In the event that funds for this project become unavailable, NCSU may terminate this agreement immediately upon notice to the Recipient. In the event of notice of the unavailability of funds, all obligations of NCSU to make payments under this agreement shall cease as of the termination date except for such work as shall have already been performed prior to the termination date.

In the event that the Recipient breaches any of the material terms or conditions of this Agreement, the Recipient agrees to repay to NCSU or the Commission the full amount of sums awarded and any interest that has accrued on that sum.

The Recipient agrees to notify a representative of the NC AgVentures Program at NCSU immediately, in the event that the Recipient becomes unable to meet all requirements of this written contract.

Notices:

Notice to NC AgVentures shall be given to:

Jackie Miller, Program Coordinator for NC AgVentures Grant Program
NCSU Campus Box 7602 Raleigh, NC 27695

Signatures


County Manager



NC State Extension Grant Program Manager(s)

1450 Fairchild Rd

Mailing address

Winston-Salem, NC 27105

City, State and Zip

Forsyth County

Name of fiscal agent (agency or organization) that receives the grant funds

NC State University

DocuSigned by:



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NC State University Representative

Blain Woods


Assistant Director of Purchasing


5/16/2019

Date

Contract #2019-0425-00: NC AgVentures Grant Program

Approved as to Form and Legality
3/19/2019


Forsyth County Attorney

 3/22/19
J. Dudley Watts, Jr.
County Manager