

NEBRASKA ENVIRONMENTAL TRUST GRANT CONTRACT

**Between the
Nebraska Environmental Trust
and
«Sponsor»**

Regarding the implementation of a grant proposal

«Project_Name»

NET Reference Number: «App_ID»

THIS GRANT AGREEMENT is made and entered into by and between the Nebraska Environmental Trust (NET) and «Sponsor» (Sponsor) in accordance with Nebr. Rev. Stat. Sec. 85-15,168 et. seq. the Nebraska Environmental Trust Act;

WHEREAS, the Sponsor applied to the NET for grant funds to facilitate completion of «Project_Name» («App_ID») (the Project), pursuant to the Nebraska Environmental Trust Act, and

WHEREAS, following evaluation of the application and any attachments, the Nebraska Environmental Trust Board approved a grant of up to «Year_1» the Sponsor, pending available funds.

WHEREAS, the Sponsor agrees to comply with all provisions of the Nebraska Environmental Trust Act, Neb. Rev. Stat. Section 85-15,168 et. seq., Nebraska Administrative Code Title 137, Rules and Regulations Governing Activities of the Nebraska Environmental Trust, pertinent provisions of the Adopted Policies of the Nebraska Environmental Trust and the terms of this grant contract, and

WHEREAS, Sponsor intends to use the funds as set out in this Agreement;

NOW, THEREFORE, the parties do hereby agree to the terms and requirements of this Agreement as follows:

I. TERM OF THE AGREEMENT

This Agreement will begin on the date it is executed by NET and will remain in effect until all identified tasks are completed for this Project unless terminated under this Agreement, but will not remain in effect past «Project_End_Date» (Project End Date). The Grant Period shall be the time between the execution of this Agreement by the NET and the Project End Date. No funds will be released until the start of the Grant Period, and all prerequisites of the NET Letter of Approval have been satisfied. All required activities and services, except for submission of final reports, administration, and audit, must be completed by or before the Project End Date. The provisions of this Agreement that survive the Project End Date include items that have a greater longevity (i.e. depreciation of personal property, easements).

II. AMOUNT OF GRANT AND BUDGET OUTLINE

The Sponsor will be awarded up to «Year_1» (Project Costs) to accomplish the Project.

1. BUDGET OUTLINE AND DISBURSEMENT SCHEDULE. The final budget outline and disbursement schedule, whether it was submitted with the application or revised at the request of the NET is

made part of this Agreement. NET will not reimburse Sponsor for any expenditures that occur prior to the Grant Period.

2. GENERAL ADMINISTRATIVE EXPENSES. The NET limits the amount of General Administrative Expense for a grant. Costs that are administrative in nature but are in direct support of a project activity should be charged to the project activity and not to General Administration. General Administration costs relate to administration of the grant and project file. General Administration Expenses shall mean those expenses related to overall administration, including (but not limited to) salaries, wages, employer's share of social security and Medicare taxes, workers' compensation, unemployment insurance, and employer-provided health, dental, or vision insurance premiums of Sponsor staff or others engaged in grant management, implementation, monitoring, and evaluation. General Administration Expenses shall not exceed 5% of Project Costs or \$10,000, whichever is less.

The following limits apply to reimbursements for General Administrative Expenses: wages, per employee, shall be limited to a 40-hour work week; the employer's share of social security taxes and Medicare taxes on wages shall be limited to 7.65% of gross wages; the employer's share of employer-provided health, dental, or vision insurance premiums, which shall not exceed the actual cost or up to \$5.00 per hour in total, whichever is less.

3. MATCHING FUNDS. Matching funds, as identified in the application, shall be proportionally injected into the Project as NET funded activities are drawn down. The NET may waive this requirement for some or all of the Project upon a written request by the Sponsor.
4. NON-REIMBURSABLE EXPENSES; COUNTED AS MATCHING FUNDS. The following personnel expenses will not be reimbursed with grant funds but can be used as matching funds: Actual wages in excess of a 40-hour work week; health, dental, and vision insurance costs over \$5.00 per hour, limited to a 40-hour work week; life insurance costs; retirement account contributions; tuition or higher education paid as an employee benefit; a payout for unused sick or vacation leave; overtime payments; indirect costs as a percentage of gross wages.

If Sponsor uses indirect costs as a cash match to the grant, the NET will not reimburse costs for office rent, utilities, phone, internet, printing, etc.

Bonuses will not be reimbursed with grant funds and cannot be used as matching funds.

5. IN-KIND CONTRIBUTIONS. "In-kind Match" shall mean the economic value of any non-monetary donated contribution to the development of a project by the applicant or project co-sponsors including but not limited to labor, equipment usage, lands, land rights, facilities or other items essential to the project. At NET's discretion, in-kind contributions or services such as materials, labor, or other items that are directly related to the Project, may be considered on a case-by-case basis. Where Sponsor has proposed use of in-kind match, the calculated value must be accountable, reasonable, and supported by adequate source documentation.
6. FEDERAL RATE REIMBURSEMENT. Reimbursement requests for meals, mileage, and lodging will be reimbursed at the Federal rate. Alcohol reimbursement is prohibited.

7. REIMBURSEMENT REQUEST FORMS. To request payment of allowable expenses, the Sponsor must submit a request for payment in the manner and form prescribed by the NET.
8. RETAINAGE. NET reserves the right to retain a portion of each requested reimbursement in an amount or percentage determined by NET.

III. WORK DESCRIPTION AND SCHEDULE

This Project shall complete objectives and work items as described in the Project application, which by this reference are made part of this Agreement.

IV. GENERAL CONDITIONS

1. REIMBURSEMENT ONLY. NET operates using a reimbursement process only. Prospective payments, advances, or early payments are prohibited. Any funds remaining at the Project End Date will be returned or retained by NET. Funds shall be disbursed to the grantee no more than once per month in accordance with the grant agreement as per Title 137, Chapter 9, Section 008.
2. STATUTES AND REGULATIONS. The Sponsor will comply with all local, state, and federal statutes, rules, regulations, ordinances, and orders applicable to Sponsor. Sponsor shall acquire, obtain, or receive all state and Federal licenses and/or permits required by law prior to initiation of the Project. Violation of this condition will be considered a breach of this Agreement and be subject to penalties or termination as set forth in this Agreement.
3. FALSE OR MISLEADING INFORMATION. If Sponsor provides false or misleading information, or withholds material facts during the application, administration, or reporting process in any way, it will be considered a breach of this Agreement, and be subject to penalties or termination as set forth in this Agreement.
4. COMPLIANCE WITH LEGAL REQUIREMENTS. Sponsor represents that all legal requirements have been or can be met prior to allocation or disbursement of funds pursuant to 137 Neb. Admin. Code Chapter 9.007.
5. NO OBLIGATION OF NET. Sponsor acknowledges that NET is not obligated to make additional grants beyond this Project, and that the award of this grant does not bind the NET, its Board, or Grants Committee to award similar grants to the Sponsor in the future.
6. INDEPENDENT CONTRACTOR. The Sponsor is and will perform this Agreement as an independent contractor, and as such will have and maintain exclusive control over all of its employees, agents, and operations. Neither the Sponsor nor any person employed by the Sponsor shall act, propose to act or be deemed the NET's agent, representative or employee.
 - a. The Sponsor assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes, and other taxes now or hereafter required by any law or regulation.

- b. The Sponsor and any contractor or subcontractor will comply with all applicable laws, regulations, and orders, including but not limited to, those relating to social security, unemployment compensation, OSHA, affirmative action, equal employment opportunity, and the Americans with Disabilities Act.
 - c. The Sponsor and any contractor or subcontractor of the Sponsor is required to use the EVerify Program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska.
 - d. The Sponsor, by executing this Agreement, certifies and assures that the Sponsor and any contractor or subcontractor operates a drug free workplace as addressed in the State of Nebraska Drug Free Workplace Policy of February 9, 2017.
 - e. The Sponsor and any contractor or subcontractor will comply with the Nebraska Fair Employment Practice Act.
7. CONFLICT OF INTEREST. The Sponsor certifies that it will not employ or utilize any individual or entity known by the Sponsor to have a conflict of interest. The Sponsor certifies that there does not now exist any relationship between the Sponsor and any person or entity which gives the appearance of a conflict of interest. Any new, undiscovered, or undisclosed conflicts of interest arising during the duration of this Agreement may be considered a breach of this Agreement and be subject to penalties or termination as set forth in this Agreement.
8. RELATED PARTIES. Transactions between the Sponsor and related parties must be disclosed to the NET if grant funds will be used for reimbursement of the transaction or the transaction will be counted towards the Sponsor's match. NET may deny reimbursement or reject as match if Sponsor:
 - 1) Fails to receive NET approval prior to incurring expense, or
 - 2) Does not include a bid from the related party as part of the grant application.
9. RECOGNITION. Sponsor agrees to recognize funding from the NET on all published materials and news releases related to its NET funded project or activities. The NET may also require that personal property partially or wholly funded with grant dollars be identified by a decal or other means provided by the NET acknowledging the source of funding. Sponsor agrees to NET's disclosure of the Sponsor's name, project name and description.
10. PUBLICATION. All parties shall have publication and reproduction rights for all reports and materials which are produced as a result of this Agreement.
11. INSURANCE. The Sponsor must provide NET proof of coverage under an insurance policy which covers the NET's investment in personal property with a purchase value greater than \$1,000 or any real property.
12. SITE INSPECTIONS. NET staff or its designee may schedule visits during the Grant Period and, if applicable, throughout the estimated useful life of personal property, real property, easements or improvements purchased with grant funds. Sponsor will comply with requests for information and grant access for inspection of all grant funded activities to NET or its designee.

13. NET GRANT FUNDS. NET grant funds cannot be used to offset costs when bidding for services for any other grant funded activities. NET grant funds cannot be used as matching funds for another NET grant.
14. CLAWBACK. If the NET determines, at any time prior to or following expiration of this Agreement, that the Sponsor has failed to comply with the terms and conditions of this Agreement, it may terminate this Agreement and take action to recover NET contributions to the Project in addition to other penalties as set forth in this Agreement.
15. OPERATIONS. All operation, replacement, and maintenance of the Project components shall be carried out and applied in such a manner so as to accomplish the purposes of the Project as set forth in the Sponsor's application and associated materials, including any amendments thereto which have been approved by the NET, for the useful life of the Project.
16. ENGINEERING. The Sponsor will provide for and maintain competent and adequate architectural and engineering supervision and inspection at any construction site as appropriate to ensure that the completed work conforms substantially in accordance with the proposed plans and specifications, according to accepted standards and practices.
17. APPLICABILITY TO SUBGRANTEE AND CONTRACTORS. All provisions of this Agreement including but not limited to Section IV (6), will be made binding on any subgrantee or contractor of the Sponsor. The Sponsor will, nonetheless, remain fully obligated under the provisions of this Agreement. Any such subgrantee or contractor of the Sponsor must be authorized to transact business in the State of Nebraska. All subgrantees and contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g. sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Sponsor for its records. Upon request of the NET, the Sponsor must submit copies of written agreements executed between the Sponsor and any subgrantees or contractors relating to the Project.
18. INTELLECTUAL PROPERTY. If the Project results in any copyrightable material or inventions, the NET and/or the State of Nebraska reserves the right to a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and/or authorize others to use the work or materials for governmental purposes.
19. ANTI-LOBBYING. To the best of the Sponsor's knowledge and belief, no funds have been paid or will be paid, nor will any gifts be presented by or on behalf of the Sponsor to any person or business for the purpose of influencing or attempting to influence an officer, Board member or employee of the NET, any Nebraska State agency, a State Senator, or other employee of the State of Nebraska in connection with the awarding of any NET grant or the extension, continuation, renewal, amendment, or modification of any NET contract, grant, loan, or cooperative agreement.

20. SEVERABILITY. If any provision of this contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.
21. HOLD HARMLESS. The Sponsor agrees to hold the State of Nebraska, the NET and its Board, officers, agents, and employees harmless from any and all claims, demands, damages, leases, costs, expenses, liability, and actions based upon or arising out of any activities or services performed by the Sponsor or by its officials, officers, employees, agents, subgrantees, or associates.
22. SURVIVAL. The following terms of this Agreement shall survive expiration or termination of this Agreement: Section IV paragraphs 2-3, 9-12, 14-15, 18, 20-23, Section V paragraphs 1, 2c, and all of Section VI except paragraph 1c.
23. GOVERNING LAW, VENUE, AND MODIFICATIONS. Nebraska law shall govern the interpretation and enforcement of this Agreement. The parties acknowledge that this Agreement contains the entire agreement between them, supersedes any prior agreements and conversations, and may not be modified except by written agreement signed by all parties. The parties agree that the Nebraska District Court of Lancaster County, Nebraska is the proper venue for the resolution of any disputes regarding this Agreement.
24. DEBARMENT. The Sponsor certifies by signing this Agreement that neither the Sponsor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude by any federal or state department or agency from participating in transactions. The Sponsor shall include the above requirements in any and all subcontracts into which it enters. The Sponsor shall immediately notify the NET if, during the term of this Agreement, the Sponsor becomes debarred.
25. HISTORIC PRESERVATION. The Sponsor shall undertake at its own expense any action that may be required to determine the presence of cultural resources and to undertake any subsequent measures which may be required to ensure the preservation of such resources which may be discovered. The Sponsor agrees to comply with the provisions of Section 106 of the National Historic Preservation Act of 1966, as amended, where historic structures are determined to exist on any site where NET funds are expended.
26. THREATENED & ENDANGERED SPECIES. The Sponsor shall undertake at its own expense any action that may be required to ensure compliance with the Nongame and Endangered Species Act, Neb. Rev. Stat. Sections 37-801 et. seq.

V. REPORTING OBLIGATIONS OF THE SPONSOR

1. FINANCIAL REPORTS, ACCESS TO FINANCIAL RECORDS AND REQUEST FOR DISBURSEMENT. The Sponsor shall submit properly documented statements of costs for which grant funds are sought, pursuant to the terms of this Agreement, for approved grant activities in a manner and form prescribed by the NET. Proper documentation shall be considered to be copies of invoices containing the name and address of the vendor and an itemized list of services or goods with

costs and the date of service or delivery. These statements and reports shall be signed by the Project representative of the Sponsor.

The NET will reimburse the Sponsor for these costs following receipt of the statements and reports specified in this section, subject to conditions contained in this section, and elsewhere in this Agreement.

The NET or its agents will have full access to and the right to examine, audit, excerpt, and/or transcribe any of the Sponsor's records pertaining to all matters covered by this Agreement. The Sponsor shall transfer records pertinent to this grant and work undertaken as part of the Project to the NET or its agents upon request.

Financial records, supporting documents and all other records pertinent to this grant shall be retained for a period of three years following notification from the NET Board that the grant has been officially closed, except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. **PROJECT PROGRESS AND ACTIVITY REPORTS.** The Sponsor agrees to provide periodic reports in a manner and form prescribed by the NET including a narrative description of all Project activities, participants, outcomes, variances, and deviations from the Project application according to the below schedule. Sponsor must include a statement on the continued payment of property taxes or payments in lieu of property taxes on any NET project.

- a. **Quarterly Reports.** The Sponsor agrees to file such statements and reports according to the following schedule:

PROJECT PERIOD	REPORT DUE DATE
FROM INCEPTION THROUGH SEPTEMBER 30, 2022	October 31, 2022
FROM OCTOBER 1 THROUGH DECEMBER 31, 2022	January 31, 2023
FROM JANUARY 1, 2022 THROUGH MARCH 31, 2023	April 30, 2023
FROM APRIL 1 THROUGH JUNE 30, 2023	July 31, 2023

- b. **Annual Reports.** Sponsor shall submit an annual report to NET on July 31 of each year in a form and manner prescribed by NET.
- c. **Final Report.** A final report is due 30 days after the completion or termination of the Agreement. This report must include a summary of the activities, partners, and results of the Project from inception to completion and include all in-kind and matching

contributions. This final report must also include quantifying results and statistics about the Project's success.

All financial reports, requests for reimbursement, progress and activity reports are deemed filed or submitted when properly uploaded to the NET Grant Portal.

3. REQUIRED DOCUMENTATION.

- a. Personnel Expenses: submit a copy of the paycheck stub or payroll record showing hourly rate and hours worked. Submit a copy of Federal Form 941 if requesting reimbursement of the employer's share of social security and Medicare taxes.
- b. Supply and Operating Expenses: submit a copy of the detailed invoice or receipt.
- c. Travel Expense: submit a copy of the detailed receipt for food, hotel, and public transportation expenses. Submit a log for mileage for reimbursement of business miles.
- d. Contractual Expenses: submit a copy of the detailed invoice and image of the cancelled check.
- e. Personal Property Expenses: submit a copy of the detailed invoice (listing make, model, and serial number of item) and image of the cancelled check.
- f. Matching Cash/Non-Cash Expenses: submit a detailed list of expenses used as match and the calculations used to determine expenses used as match.
- g. Telephone: submit a copy of the detailed bill; landline telephone and cell phone services are reimbursable only if the service contract is billed to the Sponsor.

VI. PERSONAL PROPERTY AND REAL ESTATE PROVISIONS

1. PERSONAL PROPERTY. The Sponsor will report to the NET all personal property purchased with full or partial funding in a manner and form prescribed by the NET. The Sponsor will identify by year, make, model, and serial number if available, such personal property as purchased with NET funding in the Sponsor's inventory for the useful life of the personal property. Personal property and other personal property purchased with grant funding shall be used only for the purposes of the Project.
 - a. Bids. The Sponsor will obtain at least two (2) bids for any personal property purchased costing \$1,000.00 or more, for which more than one vendor is available. The Sponsor will provide the names of bidders to the NET at the time a request for reimbursement is submitted. Such bids shall be held in the Sponsor's files for three (3) years.
 - b. Insurance. The Sponsor agrees to purchase and maintain property insurance at its own expense to insure all personal property valued at \$1,000 or more which is purchased in

whole or in part with funds received from the NET. This insurance shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. Such insurance shall be maintained on all such personal property in an amount equal to the replacement value of the personal property for the useful life of the personal property (as defined in the Nebraska Depreciation for personal property used in business tables). The Sponsor shall name the NET beneficiary of the policy and shall assure that proof of coverage shall be kept current. Evidence of current coverage will be provided annually to the NET office by the Sponsor. Upon request for reimbursement the Sponsor will provide the NET with the policy of insurance for personal property purchased, in whole or in part, with funds received from the NET.

- c. Personal Property Purchase. If specific personal property was part of the approved application and the Sponsor purchases the personal property from the lowest responsible bidder, the Sponsor is approved to purchase the personal property. Only an amount equal to the lowest bid by a responsible bidder will be considered eligible for reimbursement. If Sponsor provides adequate justification, as determined by the NET, why the lowest bid is unacceptable, the NET may approve the selection of a higher bid.
- d. Personal Property Usage. Personal property will be used only for Project purposes throughout its useful life. Sponsor will make effective and efficient use of the personal property during its useful life, as determined by the NET.
 - a. If personal property is used for a purpose that is not approved, or the Sponsor fails to make effective and efficient use of the personal property throughout the useful life, the NET may:
 - i. Require the Sponsor to repay all or a portion of the grant used to reimburse for the purchase of the personal property as determined by the NET,
 - ii. Decline reimbursement for other, unrelated approved expenses in an amount up to the grant funds used for personal property purchase, or
 - iii. Require the Sponsor to surrender the personal property to the NET.
 - 1. Sponsor must store surrendered personal property safely until the NET can arrange for the personal property to be redistributed.
 - 2. Sponsor must complete all paperwork required for transfer of surrendered personal property.

- b. **Personal property Maintenance.** The Sponsor is responsible for all necessary and reasonable maintenance of personal property and may be held liable by the NET for any loss, damage, neglect, or unreasonable deterioration of the personal property throughout its useful life.
 - c. **Personal property Liens.** The NET will maintain first lien status on all redistributed personal property and personal property purchased, in whole or in part, with grant funds, unless otherwise approved by the Executive Director. Length of lien on redistributed personal property and personal property purchased with grant funds shall correspond to the useful life of the personal property.
 - e. **Ownership Interest.** The NET maintains an ownership interest in all personal property during its useful life. The Sponsor shall notify the NET when a piece of personal property reaches the end of its useful life. The Sponsor will gain unrestricted ownership after the useful life period expires unless Sponsor was required to surrender the personal property.
 - f. **Personal Property Disposition.** The Sponsor shall not sell, transfer, lease, exchange, or encumber personal property purchased with grant funds throughout its useful life without first notifying and receiving written approval from the NET. Funds realized from the sale of personal property will revert to the NET in an amount congruent with the percentage of funding provided by the NET for purchase of the personal property.
2. **REAL ESTATE.** Real estate includes, but is not limited to, land acquisitions, easements, or improvements. Sponsor shall provide continued access to the properties affected by this Agreement for periodic reviews and visits, annual accounting reports on NET funded Defense Funds (easements only) and proof of annual tax payments. The NET must also be notified in writing of any plans to sell, lease, transfer, exchange, mortgage, or encumber the property. The Sponsor will be required to obtain written NET approval for any such transaction and negotiate the terms of the transaction with the NET (which may include partial or whole repayment of the grant). If Sponsor receives a grant from NET for the purchase of real property and subsequently sells or otherwise transfers an ownership interest in such real property, Sponsor shall repay to NET the amount of the grant used to purchase the real property.

VII. TERMINATION OR AMENDMENT OF THE AGREEMENT PRIOR TO PROJECT END DATE

The Sponsor understands and agrees that failure to comply with any of the terms of this Agreement may result in the revocation or cancellation of NET approval and funding and/or a demand for repayment of any funds previously paid to the Sponsor by the NET.

The NET may terminate the Project, in whole or in part, at any time before the expiration date of this Agreement whenever the NET determines that the Sponsor has failed to comply with the conditions herein. The Executive Director of the NET will promptly notify the Sponsor in writing of the

determination and the reasons for the termination, together with the effective date as stated in Title 137, Chapter 9, Section 012.01.

By mutual agreement, the Project may be terminated, modified or amended. When both parties agree to terminate the Agreement, in whole or in part, the parties will agree upon the termination conditions, including the effective date, and in the case of a partial termination, the portion to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

[Separate Signature Page follows]

SAMPLE

SPONSOR («Sponsor»)

I attest that I am authorized to sign this Agreement on behalf of the Sponsor and that all representations in the application, attachments, and exhibits submitted by Sponsor in connection with this grant are true and correct.

By: _____

Printed Name: _____

Title: _____

Date: _____

NEBRASKA ENVIRONMENTAL TRUST

By: _____
NET Executive Director

Date: _____

By: _____
NET Board Chair

Date: _____