



Grant number:	WA-G-220921-008
TNC ACCOUNTING INFORMATION	
Project Name:	Dirt Corps Tree Mentorship
Project ID:	P116753 Puget Sound Stormwater P116753 Puget Sound Stormwater
Award-Activity ID:	F104820-0 0-0
Book ID or Unique ID:	US 501c3 100
Source of funds:	<input checked="" type="checkbox"/> Private Foundation <input checked="" type="checkbox"/> Private

**Grant Agreement between The Nature Conservancy
and Seattle Parks Foundation**

WHEREAS The Nature Conservancy (“TNC”) is a U.S. 501(c)(3) non-profit organization, incorporated in the District of Columbia, whose mission is to conserve the lands and waters on which all life depends;

WHEREAS Seattle Parks Foundation whose mission is to partner with community to champion thriving and equitable parks and public spaces. (the “Grantee”); and

WHEREAS TNC is pleased to support the Grantee by providing grant funding in the amount and format described in this Grant Agreement (the “Agreement”) for the Purpose defined below.

THEREFORE, the Parties hereby agree to the following terms and conditions:

1. Parties.

- a. This Agreement is funded by and will be managed through the following TNC Business Unit (“BU”):

TNC BU Name:	Washington
TNC BU Office Address:	74 Wall St Seattle, WA 98121
TNC Project Manager (“PM”):	Hannah Kett, Urban Program Director
TNC PM Telephone:	(206) 436-6208
TNC PM Email Address:	hannah.kett@TNC.ORG

- b. The following entity shall receive the funds as the “Grantee”:

Name of Grantee:	Seattle Parks Foundation
Type of Entity:	Non Profit Corporation
State of Incorporation:	Washington
Registered Address:	1501 E Madison St Suite 510, Seattle, WA 98122
Name and Title of Authorized Representative:	Michelle Benetua Director of Strategic Partnerships and Programs
Telephone:	(206) 607-0647 X21
Email Address:	Michelle@seattleparksfoundation.org

2. Grant Purpose and Program. This Grant provides funds to the Grantee for the activities described in the work plan in Attachment A (the “Program”). The Grantee shall comply with the Standard Terms and Conditions in Attachment B.

3. Agreement Term. This Grant shall become effective upon the signature by both Parties and will expire on May 31, 2023.

4. Term of Activities. The Program activities that can be charged to the Grant may start on September 1, 2022 and may continue until May 21, 2023 (the "Term of the Activities"). With the exception of staff time for the preparation of the final report(s), Grantee may not engage in or charge any activities to the Grant before or after the Term of the Activities.

5. Grant Amount and Disbursement. TNC's disbursement of Grant funds is contingent upon (a) Grantee making satisfactory progress with regard to the Program, and (b) Grantee's timely submission and TNC's approval of any required reports.

This is a fixed-price grant, which means TNC will provide funds in a fixed amount of US\$20,652.17 for the successful completion of the Program. TNC will make disbursements according to the following schedule:

#	Disbursement Amount	Description of Milestone required for Disbursement
1	\$6,750.00	Upon signature of the agreement by both parties
2	\$6,750.00	Upon receipt and acceptance of Mid-Progress Report
3	\$7,152.17	Upon receipt and acceptance of Final Report

6. Reporting. TNC reserves 30 days for the review and approval of each report. TNC is not obligated to make any disbursements for reports submitted after the Agreement Term.

Grantee must submit the following reports to TNC by delivering them to Craig Hamblin (craig.hamblin@tnc.org) and Hannah Kett (Hannah.kett@tnc.org).

- a. Programmatic report(s) must be submitted in accordance with the following schedule:

#	Description of Report	Report due date
1	Mid-Progress Report	Feb 15, 2023

- b. A Final Grant Report must be submitted in accordance with the following schedule:

Description	Reporting Period	Report due date
Final Grant Report	Entire Term of Activities	June 31, 2023

1. Choice of Law; Forum. This Agreement will be governed by the laws of the state of TNC's address on the first page (excluding choice of law principles, if any) and litigation, if any, will be conducted in that same state.

Grantee and TNC have executed this Agreement, effective as of the later date written below.

FOR Seattle Parks Foundation



[print Representative's name] Michelle Benetua
[Representative's Title] Director of Strategic Partnerships and Programs

Date: 10/18/22

FOR THE NATURE CONSERVANCY

Hannah Kett Digitally signed by Hannah Kett
Date: 2022.10.18 11:50:56 -07'00'

Hannah Kett
Urban Program Director

Date: _____

ATTACHMENTS

Attachment A – Work Plan
Attachment A-1 - Budget
Attachment B – TNC Standard Terms & Conditions for Grants
Attachment C – Conflict Inquiry Form

Attachment A

Scope of Work

Seattle Parks Foundation will serve as a fiscal sponsor to Dirt Corps. With this funding, DIRT Corps will support the Congolese Integration Network (CIN) in building the capacity to operate a Tree Canopy Enhancement Program independently. Specifically, DIRT Corps will:

- Provide mentorship and training to three CIN members to become tree ambassadors
 - This will include classroom and hands-on training.
 - Topics of focus will include: Grant funding, tree identification, tree purchasing, tree care, nursery space, irrigation, partnership building, info sheet development, form building for data tracking, budget tracking and grant reporting.
- Support CIN in creating and hosting two tree giveaway events for South King County residents to establish a model for future events
 - Events will include marketing, outreach, tree selection, volunteer training and community engagement.
- Purchase and care for trees to giveaway at events

Attachment A-1
Budget

Tree Canopy Enhancement Program Development 2022/2023	
CIN	BUDGET
CIN Admin (meetings, invoicing, project planning)	\$3,000.00
CIN Participation in giveaways, 2 events	\$1,600.00
CIN Class time - students and CIN staff member	\$6,000.00
Sub Total Personnel Expenses	\$11,500.00
Project Expenses	
Watering Bags, Event Supplies (truck rental, printing, refreshments, advertising)	
Classroom materials, tools, ads, watering postcard, mileage	\$4,500.00
Supplies purchased and managed by CIN	\$4,500.00
Subtotal for CIN:	\$16,000.00
Dirt Corps	BUDGET
Dirt Corps Admin (meetings, invoicing, project planning)	\$4,000.00
Dirt Event cost 1500 @ 2 events	\$3,000.00
Dirt Corps class time and curriculum development	\$8,000.00
Total Operating Expenses	\$15,000.00
Procurement and Care for Trees	\$4,000.00
Supplies purchased and managed by Dirt Corps	\$4,000.00
Subtotal for Dirt Corps:	\$19,000.00
Total Project Budget:	\$35,000.00

Attachment B
Standard Terms and Conditions for Grants < US \$300,000

- 1. Use and Management of Funds.** The Grantee agrees to use the Grant funds exclusively for the Program. Any disallowed expenditures or Grant funds not expended or committed for the Program must be returned to TNC within 60 days following the end of the Agreement.
- 2. Intellectual Property.** All rights, title, and interest in and to any materials developed with the Grant funds vests in Grantee with TNC receiving a fully paid, non-exclusive, perpetual, irrevocable, royalty-free, worldwide, sublicensable, transferable, assignable license to modify, publish, reproduce, distribute, make derivative works from, make publicly available, share, and otherwise use in all media, whether now known or otherwise, the same. Grantee must provide TNC with copies of all materials at no cost.
- 3. Acknowledgements and Name/Logo.** Grantee must acknowledge TNC's support of the Program in all relevant media announcements, programs, and publications and obtain TNC's prior consent to the proposed acknowledgments. However, Grantee may not use TNC's name or logo for any other reason without prior written permission from TNC.
- 4. Termination.** TNC has the right to terminate this Agreement by giving 30 days written notice to Grantee of intent to terminate, which shall allow 15 days to conclude Program activities and another 15 days for the preparation of any final report(s) before the revised expiration date of the Agreement Term. Payment for activities satisfactorily completed, as determined by TNC, will be adjusted accordingly and, if applicable, Grantee must promptly return unused funds to TNC.
- 5. Miscellaneous.** Grantee must notify TNC immediately of any change in Grantee's corporate or tax-exempt status. Grantee may not, without TNC's prior written consent, use, copy, publish, or divulge any information marked as "confidential", and agrees to use confidential information solely in furtherance of the Program. Grantee must maintain accurate records of its costs and expenses for three (3) years and make the same available to TNC's internal and external auditors upon request. Grantee may not use or allow others to use any portion of the Grant Funds to cause any impermissible private benefit or any private inurement to occur or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code. Unless specifically authorized in Attachment A, Grantee may not use any portion of the Grant funds to engage in any lobbying activities, attempt to influence legislation, or to participate or intervene in any political campaign, on behalf of or in opposition to any candidate for public office. Grantee expressly assumes all liability for the Grant activities including personal injury, property damage, and injury to third persons and agrees to hold TNC harmless from the same. Neither this Agreement nor the Grant may be assigned by Grantee in whole or in part without TNC's prior written permission.
- 6. Compliance with Laws.** Grantee represents that it can lawfully work in the jurisdiction where the Program activities will be performed and has or will obtain (at Grantee's expense) any necessary permits, licenses, or authorizations. This includes, without limitation, a property owner's prior permission to enter upon private property and any related permissions to ensure TNC has any future permissions necessary for completion of the Program, if applicable. The Grantee agrees to comply with all applicable laws including, but not limited to, human rights laws, anti-discrimination laws, anti-bribery laws, anti-corruption laws, anti-money laundering laws, counterterrorism laws, and economic sanctions laws. The Grantee confirms it is not presently debarred, suspended, or declared ineligible for awards from any government agency.
- 7. Code of Conduct and Helpline.** TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with its TNC's Code of Conduct found at www.nature.org/codeofconduct. Anyone (whether an employee of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at www.nature.org/tnchelpline.



CONFLICT INQUIRY FORM

STEP 1: DESCRIPTION OF PARTIES & TRANSACTION

Name of individual or organization entering into transaction with TNC:	Michelle Benetua , Seattle Parks Foundation
Legal identity of individual or organization* entering into transaction with TNC (select one):	<input type="checkbox"/> Individual <input type="checkbox"/> For-Profit Organization <input checked="" type="checkbox"/> Non-Profit Organization
<small>**"Organization" includes a for profit corporation, partnership, trust, estate, joint venture, limited liability corporation, professional corporation, an unincorporated entity, a foundation, public board, commission, 501(c)(3) or other charitable organization.</small>	
Type of Transaction (select one):	<input type="checkbox"/> Contract for Services <input checked="" type="checkbox"/> Grant Agreement <input type="checkbox"/> Purchase Order <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Real Estate Transaction <input type="checkbox"/> Other
If you selected "Other" or "Real Estate," include description here (for real estate, describe property, size, and type of deal (sale, gift, lease, etc.)):	

STEP 2: DEFINITIONS & QUESTIONS (Complete only the section relevant to your organization)

- (1) **TNC Key Employees and Board of Directors:** Please refer to the attached list of Key Employees and members of Board of Directors (includes individuals who have left relevant TNC positions within the past five (5) years).
- (2) **TNC Trustee:** Individuals serving as a Trustee or Advisor to TNC.
- (3) **Substantial Contributors:** Individuals or organizations who have made total aggregate contributions to TNC of (i) ≥ US \$5 million during the current fiscal year or (ii) ≥ US \$25 million within the last five (5) fiscal years. Fiscal years run from July 1st through June 30th.
- (4) **Family Members and Close Relatives:** Family members of any individual listed above, such as spouse, domestic partner, parent, sibling, child, dependent, other progeny and ancestors.

SECTION 1. INDIVIDUALS (explain any "yes" answers in Step 3):	Yes	No
a. Are you now, or have you been in the last five (5) fiscal years, (i) a TNC "Key Employee" or (ii) a member of the TNC Board of Directors?		x
b. Are you now, or have you been in the last twelve (12) months, (i) a TNC Employee, (ii) a Chapter Trustee, or (iii) a member of a Country Program Advisory Council or a similar advisory group?		x
c. Are you a Substantial Contributor to TNC?		x
d. To your knowledge, are you a family member or close relative of any individual identified in paragraphs a, b, or c above?		x


SECTION 2. FOR-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):	Yes	No
a. Is your organization a Substantial Contributor to TNC?		X
b. Now, or at the time of the proposed transaction, to the best of your knowledge, do any of the following (individually or collectively with other such persons) (i) own more than 35% of the stock or value of your organization (directly or indirectly) and/or (ii) have a controlling influence over the organization’s management or policies (ex. key management or board member): <ul style="list-style-type: none"> • TNC employee (or former employee who left within the last twelve (12) months); • TNC Key Employee; • TNC Board Member; • Substantial Contributor to TNC; • TNC Chapter Trustee or Advisory Council Member for TNC or TNC’s related entities (or former trustees/members who left within the last twelve (12) months); and/or • Family members or close relatives of the above individuals. 		X
c. Now, or at the time of the proposed transaction, have or will any TNC Key Employees or members of the Board of Directors serve in the following positions of your organization? <ul style="list-style-type: none"> • Officer, director, trustee, key employee, or partner; • Member (if your organization is a limited liability corporation); and/or • Shareholder (if your organization is a professional corporation). 		X
SECTION 3. NON-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):	Yes	No
a. Now, or at the time of the proposed transaction, do any of the following (individually or collectively with other such persons) have the ability to influence management of the entity: <ul style="list-style-type: none"> • TNC employee (or former employee who left within the last twelve (12) months); • TNC Key Employee; • TNC Board Member; • Substantial Contributor to TNC; • TNC Chapter Trustee or Advisory Council Member for TNC or TNC’s related entities (or former trustees/members who left within the last twelve (12) months); and/or • Family members or close relatives of the above individuals. 		X

STEP 3: COMMENTS (Explain any “yes” answers checked above. Attach additional pages as necessary.)

STEP 4: NOTICE OF TNC CODE OF CONDUCT & SIGNATURES

TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with TNC's Code of Conduct found at www.nature.org/codeofconduct. Anyone (whether a part of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at www.nature.org/tnchelpline.

The undersigned certifies the information in the inquiry form is true and correct to the best of their knowledge.

Signature:	
Printed Name:	Michelle B Benetua
Title (if for an organization):	Director of Strategic Partnerships and Programs
Address:	PO Box 3541
Date of Signature:	10.14.22

TNC COVERED PERSONS

The following are individuals who are currently or have been, during the preceding five (5) fiscal years, a TNC “Key Employee” or a member of the Board of Directors.

List Current as of April 22, 2022

<u>Current Key Employees</u>	<u>Former Key Employees*</u>		<u>Current Board of Directors</u>	<u>Prior Board Members</u>
Keith Arnold Matt Arnold Nathalie Augustin David Banks Matt Brown Jan Glendening Meg Goldthwaite Katharine Hayhoe Tom Neises James Page Michael Tetreault Darci Vetter Leonard Williams	Justin Adams Kacky Andrews James Asp Charles Bedford Michelle Beistle* Karen Berky Giulio Boccaletti Mark Burget Mario D’Amico Maria Damanaki Michael Doane* William Ginn Elizabeth Gray Santiago Gowland Wisla Heneghan Sherri Hammons Steve Howell Jack Hurd Charlotte Kaiser* Joe Keenan Marianne Kleiberg* Leonardo Lacerda* Richard Loomis	William McGoldrick* Robert McKim Brian McPeck Pascal Mittermaier Bola Olusanya* Jeffrey Parrish* Seema Paul Hugh Possingham Glenn Prickett Aurelio Ramos Lynn Scarlett Theresa Shaw* Michael Sweeney* Heather Tallis Mark Tercek Ian Thompson* Marc Touitou Bill Ulfelder* Joni Ward* Peter Wheeler Janine Wilkin Heather Wishik Hazel Wong Heather Zichal	James Attwood, Jr. Amy Batchelor John Bernstein Michelle DePass William Frist Joseph Gleberman Harry Hagey Margaret Hamburg Fred Hu Shirley Ann Jackson Sally Jewell Nancy Knowlton Edwin Macharia Claudia Madrazo Jennifer Morris Ana M. Parma Douglas Petno Sergio Rial Vincent Ryan Brenda Shapiro Frances A. Ulmer Kevin Weil Ying Wu	David Blood Shona L. Brown Gretchen C. Daily Steven A. Denning Laurence Fink Andrew Liveris Jane Lubchenco Jack Ma Craig McCaw Thomas J. Meredith Thomas Middleton Stephen Polasky Rajiv Shah Mark Tercek Kent Thiry Thomas J. Tierney Moses Tsang P. Roy Vagelos Margaret C. Whitman

*Current TNC Employee; No longer considered Key Employee.

TNC’s [Related Entities](#) (If applicable)

<u>Key Employees (members of Related Entity leadership team):</u>	<u>Current Fiduciary Board Members, if applicable:</u>