



**BONNEVILLE ENVIRONMENTAL FOUNDATION
MONETARY GRANT AGREEMENT
("Agreement")**

Organization: The South Fork Conservancy, Inc. ("Grantee")
Grant ID: WA-1361
Approved Amount: \$57,145.00
Grant Period: 12/01/2021 - 12/31/2023

- A. **Grant:** Bonneville Environmental Foundation ("**BEF**") hereby awards a grant in the amount stated above to be used in accordance with the "Grant Purpose" described in **Exhibit A** attached hereto and incorporated herein by this reference.
- B. **Use of Funds:** Grantee will use the funds granted under this Agreement ("**Grant Funds**") only in accordance with the terms of this Agreement and for carrying out the project described in the Grant Purpose (the "**Project**"). Grantee will not use any portion of the Grant Funds in support of the following: to carry on propaganda; to attempt to influence any legislation, either by direct or grassroots lobbying; to seek to influence the outcome of any election or voter registration drive; to make grants to individuals on a non-objective basis; or for any non-charitable purpose.
- C. **Public Relations Activities:** BEF and Grantee will jointly approve in advance any promotional activities associated with the Project, including but not limited to Project descriptions for websites, media events and joint press releases. Any and all recognition or publicity concerning this grant funding shall acknowledge the Georgia Power Foundation.
- D. **Grantee's Report:** Grantee will submit to BEF grant reports on its activities and confirmation of funds spent related to the Project in accordance with the reporting schedule described in **Exhibit B**. Grantee acknowledges that all funds for this grant have been provided by Georgia Power Foundation, Inc.
- E. **Grantee's Legal and Tax Status:** Grantee represents and warrants that: (a) it is a nonprofit corporation duly organized, qualified to do business, and in good standing under the laws of Georgia; (b) the execution, delivery and performance of this Agreement by Grantee is duly authorized; and (c) Grantee's performance of this Agreement and carrying out the Project will not violate any agreement or obligation between Grantee and any third party. Grantee represents that it is a tax-exempt

organization described in Section 501(c)(3) of the Code, and that it is not a “private foundation” as defined in Section 509(a) of the Code. Grantee agrees to notify BEF immediately of any changes in its legal or tax status or any other changes related to the representations and warranties in this paragraph during the term of this Agreement.

- F. **Grant Review:** At BEF’s request at any time during the term of this Agreement and for three years thereafter, Grantee will permit one or more representatives of BEF to visit Grantee’s premises and review Grantee’s activities with respect to the Project and Grant Purpose as described in **Exhibit A**, and will permit BEF, at its own expense, to conduct an independent financial and/or programmatic audit of the Project and expenditure of the Grant Funds. Grantee will maintain complete and accurate financial and other records related to the Project for at least three years after the term of this Agreement.
- G. **Indemnification:** Grantee will indemnify and hold BEF and Georgia Power Foundation, Inc., jointly and severally, and all of the directors, officers, employees, consultants, representatives and agents of BEF and Georgia Power Foundation, Inc. harmless from and against all third party claims, liabilities, suits, demands, losses, judgments, fines, penalties, interest, expenses and costs (including, without limitation, reasonable accounting and attorneys’ fees and disbursements) which result from any breach of the Grantees’ representation or warranties made in relation to this Agreement, or from any breach of the terms of this Agreement, or from any negligent acts or omissions of the Grantee, its directors, officers, employees, consultants, representatives or agents relating to or in any way connected with the activities conducted pursuant to this Agreement or the Project.
- H. **Legal Compliance.** Grantee will comply with all applicable laws, rules or regulations in any jurisdiction in which it conducts activities, including all activities related to this Agreement and the Project.
- I. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to any conflict of laws principles under Oregon law. Each party submits to the exclusive jurisdiction and venue of the federal and state courts located in Multnomah County in the State of Oregon in any action or suit in connection with this Agreement.
- J. **Notices:** All notices or reports under this Agreement may be hand delivered, or sent by regular mail or electronic mail to a known current email address and shall be addressed as follows or to such successor addresses as the parties may designate:

BEF: Bonneville Environmental Foundation
 1500 SW 1st Avenue, Suite 885
 Portland, OR 97201
 Attn: Todd Reeve, CEO

Grantee: South Fork Conservancy, Inc.
 PO Box 5433
 Atlanta, GA 31107
 Attn: Ms. Kimberly Estep, Executive Director

- K. **Relationship of Parties.** The relationship between BEF and Grantee is solely that of grantor and Grantee. BEF and Grantee are not engaged in an employer-employee relationship, partnership, joint venture or agency contract of any kind. Neither party has authority to create any obligations, express or implied, on behalf of the other. Grantee is responsible for all acts or omissions of any of its directors, officers, employees, contractors, agents and affiliates assisting with the Project and their compliance with this Agreement.
- L. **Term.** This Agreement shall commence on the date it has been executed by BEF and Grantee and continue until completion of the Project, unless terminated earlier as provided in this Agreement.
- M. **Termination.** Grantor has the right to terminate this Agreement, after 30 days written notice to cure, if it determines that any of the following events has occurred:
- a. Grant funds have not been or will not be expended reasonably or prudently for the purposes specified in this Agreement;
 - b. Grantee has violated any federal, state, or local law or regulation; or
 - c. Grantee has failed to fully comply with the terms of this Agreement, including an unapproved deviation from the grant proposal.

Requirements Upon Termination. From and after delivery of notice of termination by BEF, Grantee shall act to mitigate any losses and retain any unexpended Grant Funds received under this Agreement. Upon termination, Grantee shall promptly submit to BEF any grant reports required under this Agreement and return to BEF any unexpended funds received under this Agreement.

- N. **Survival.** Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect following the term of this Agreement.
- O. **Miscellaneous:** This Agreement shall be binding upon, inure to the benefit of, and may be enforced by, each of the parties to this Agreement and its successors and permitted assigns. This Agreement shall not be assigned without the prior written consent of BEF. Each provision of this Agreement shall be considered separable, and if, for any reason, any provision or provisions hereof are determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument. This Agreement, including any schedules, amendments, modifications, waivers, or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means.

[Signatures on following page]

SIGNATURES:

The persons signing below represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

Bonneville Environmental Foundation

The South Fork Conservancy, Inc.

Signature:  BDFC8E93F95040A...

Signature:  E8850E5CE97443D...

Print Name: Felicia Phillips

Print Name: Kimberly Estep

Title: CFO & VP of Operations

Title: Executive Director

Date: 12/10/2021

Date: 12/11/2021

Exhibit A: GRANT PURPOSE

Project Information	
Project Title: Nickel Bottom Community Garden Runoff Mitigation	Date: 7/29/2021
<p>Project Summary: Nestled between the South Fork of Peachtree Creek and repurposed warehouses, the Nickel Bottom Community Garden is the crown jewel of Zonolite Park. The garden opened in 2016, after SFC installed a rainwater harvesting system on the roofs of nearby businesses. This system keeps 37,000 gallons of runoff from rushing into the South Fork of Peachtree Creek each year. If the system were not in place, the runoff would flood over parking lots and yards, picking up pollutants such as fecal coliform bacteria, and then rush into the creek, eroding the banks of this critical urban waterway.</p> <p>The garden is an enormous success and the rainwater harvesting system is now beyond its capacity. To meet the community needs and protect the South Fork, additional rain collection tanks are needed. SFC designed a new system of tanks to collect an additional 37,000 gallons of runoff annually. This plan is part of a larger commitment by DeKalb County to address stormwater issues in this area and is an impressive example of private businesses, county officials, and community members partnering together to create a public space which protects the creek and serves the community.</p>	
Water Project Type: Green Infrastructure Water Conservation Community Impact	Water Body Type: Stream
Latitude and Longitude: 33.805537656595234, -84.34271896713999	Geographical Area(s) Impacted: Northwest Region\DeKalb
Cause/Criterion Violated Code(s): Biota Impacted Fecal Coliform Bacteria Biota Impacted -Macroinvertebrate	Designated Uses: Fishing
Basin(s): Chattahoochee	Potential Cause Code(s): Urban Runoff/Urban Effects
Potential Project Benefit(s): Water Quality Enhancements Securing Water for Communities & Food Production Green Infrastructure Investment Community Engagement & Education	
Context	
<p>Identify any relevant restoration/conservation plans or initiatives to which the project contributes (e.g., Total Maximum Daily Load (TMDL), species conservation plan, Watershed Assessment and Protection Plan, etc.):</p> <p>1) South Fork Conservancy Vision Plan to restore over 30 miles of riparian zone along the South Fork of Peachtree Creek</p>	

2) The City of Atlanta Consent Decree

3) DeKalb County is working directly with South Fork Conservancy and the Nickel Bottom Community Garden to create a Wastewater Assessment and Protection Plan for Zonolite Park. Work is well underway and a contractor has been selected. The county has already identified the runoff coming into the park as harmful to the South Fork of Peachtree Creek and the new plan will determine the best ways to reduce runoff, improve the creekbank, and reduce pollution from entering the creek. This project will positively impact this larger vision.

Identify and describe the environmental and/or social issue(s) the project addresses or solves (as defined by existing comprehensive plans identified above):

Environmental issues: Nickel Bottom Community Garden sits on land that was once an industrial brownfield. SFC worked with the EPA, County Officials, and the local community to force the polluters to remove the asbestos-laced soil and create Zonolite Park. The 12-acre park sits directly on the banks of the South Fork of Peachtree Creek, which is listed as impaired due to urban runoff. The park is ringed with impermeable surfaces such as roads, parking lots, and roofs. Every time it rains, runoff accumulates and rushes over the ground, picking up pollutants such as fecal coliform bacteria. Our proposed rainwater harvesting system has the dual advantage of keeping fast-moving runoff from eroding and polluting our creeks and reducing the burden on local utilities. Combined with the rain harvesting system already in place, 74,000 gallons of untreated runoff will be kept from rushing into the creek. This is an increase of 37,000 gallons per year. Social issues: When SFC spearheaded the park planning efforts for the park, a community garden was constantly at the top of the neighbors' wish list. However, that was a challenging request because there is no public water in the park and no available county funds to pay for ongoing water use. In 2016, South Fork Conservancy built the first raised garden beds by hand. Community support quickly grew, and we developed a plan to work with adjacent private landowners to capture the runoff from their roof and pump it into the garden. With access to clean reliable water, the Nickel Bottom Community Garden has flourished and now features 22 raised garden beds, blueberry fields, and two pollinator gardens. DeKalb County was so impressed with the renewed community investment in the park that they granted over \$200,000 worth of park improvements to support the gardeners. The newly installed infrastructure includes a large pavilion, wrought iron fencing, and drip irrigation to the pollinator gardens. The widespread support of the community garden at Zonolite Park and public engagement shows how access to water can transform a space and entire communities. Many more neighbors would like to join the garden, but we cannot add any new beds or planters without reliable access to more water. Working with our partners, we have designed a rainwater system which will protect the South Fork of Peachtree Creek by reducing runoff and meet all needs of the garden beds, borders, and native plantings.

List the designated uses the waterbody fails to support (is it listed as impaired under Section 303(d) of the Clean Water Act?) and the key parameters of concern: Fishing

Timeframe

Project Start Date: 1/1/2022

Project End Date: 9/15/2022

Strategy:

The SFC will work with our longtime partners in DeKalb County to complete this project. We have successfully built and implemented one rainwater harvesting system at this location. The first system was put in place with the understanding that another one would be needed in the future. Therefore, the location of the tanks, piping, and electrical work were carefully chosen so that the additional system could be seamlessly incorporated into the existing structures.

This system will directly capture 85,200 gallons of water before it becomes destructive runoff and reduce the amount of pollution that enters the South Fork every year. It will also allow a much larger area of native plantings around the gardens which will help to slow and filter water before it gets into the creek.

The community benefits of the garden are nearly limitless. The garden has fostered dozens of new park volunteers, brought a new group of community members into the park, and fostered a deeper connection with the South Fork of Peachtree Creek. This new engagement inspired DeKalb County to invest more than \$200,000 of improvements into the park for the community. By completing this necessary rainwater harvesting system, the garden will be at full capacity and allow for more direct engagement with the creek.

Key Intermediate Milestones**Target Date**

Permit Completion

4/30/2022

Grading and Base Complete

6/30/2022

Tanks Installed

8/30/2022

Budget**Request Amount:**

\$57,145.00

Overall Estimated Cost of Project: 91,145**Identify any unmet funding needs:** None**What are the relative contributions of other funders?:** 37% private funding.**Project Sponsor Information**

The South Fork Conservancy Incorporated

Contact: Ms. Kimberly Estep

PO Box 5433

EIN: 61-1593254**Type of Entity:** 501(c)3

Atlanta, GA 31107

Website:<http://https://southforkconservancy.org>**Phone:** (770) 467-7493**Email Address:**kimberly@southforkconservancy.org**Contact for Correspondence****Contact for Project Management – planning, implementation and reporting**

Ms. Kimberly Estep,

PO Box 5433

Atlanta, GA 31107

(770) 467-7493

Atlanta, 31107

kimberly@southforkconservancy.org**Project Partner Organization**

BONNEVILLE ENVIRONMENTAL FOUNDATION : 1500 southwest 1st ave., ste 885
 : Portland, OR 97201
 : 503-248-1905
 : www.b-e-f.org

BN 42736876v2

Nickel Bottom Community Garden (Friends of Zonolite Park)
Pete Desmore
1341 Edmund Park Road NE Atlanta, GA 30306
404-925-5114

Climate Inc.
Robert Cifizzari AP
154 Pearl Industrial Ave, Hoschton, GA 30548
706-801-7246

Float Away Community
Donna Rooks
Zonolite Rd NE, Atlanta, GA 30306
(404) 872-7538

EXHIBIT B: REPORTING & PAYMENT SCHEDULES

Should the Project complete earlier, interim and final reports can be submitted at any time before the final due dates as follows:

- Interim Grant Report Due Date: 12/31/2022
- Final Grant Report Due Date: 12/31/2023

Reporting Guidelines:

Interim Progress Report

- What work was accomplished during the reporting period? Describe progress made toward achieving project milestones or implementation objectives (design, permitting, construction, pre and post project monitoring).
- Describe any problems or delays that will impact your ability to meet milestones or objectives – and any implications for the project's ability to contribute to water quality improvements.
- Describe any positive developments that will lead to your ability to shorten the implementation timeline or broaden the project's impact.
- Provide an explanation of milestones or objectives which were completed early or delayed. If the project has been delayed provide a revised project timeline and date of completion and explanation of these challenges.
- Describe any deviations from the project budget and if it has implications for meeting project objectives.

Final Report

- Final Completion Summary: In 500 words or less, described what the project accomplished.
- Provide documentation that shows the degree to which the project met (or exceeded) the implementation objectives. If the project did not meet implementation objectives provide an explanation and a plan for ensuring objectives are ultimately met in the

future. Documentation should include project photos, completion reports provided by contractors or permitting processes, maps, final design drawings/plans, etc.

- Describe what elements are in place to allow measurement of project impact over the long-term.
- If water quality or other environmental monitoring has begun or is occurring with this project work, please share what parameters or areas are being monitored, and if any changes from baseline conditions have been detected or anticipated.
- Describe any lesson learned through implementation that could be applied to other similar projects.
- Compare actual project expenses to the proposed project budget include in-kind contributions.

PAYMENT SCHEDULE & REPAYMENT

Grant funds will be disbursed upon full execution of this Monetary Grant Agreement by the Parties.

Grantee to submit invoice(s) for fund disbursement to ap@b-e-f.org.

If the Project is not implemented for any reason, including but not limited to legal, economic, permitting, or environmental conditions rendering the Project impracticable or impossible to implement, Grantee shall repay to BEF the full amount of unspent funding it has received under this Agreement as soon as practical after determining that the Project will not be implemented, but in no event later than 60 days prior to Grant Report Due Date.

Certificate Of Completion

Envelope Id: 61924058834D4C1D95D0A875EA3A38A3	Status: Completed
Subject: Please DocuSign: GPF2_9-South Fork Conservancy_Final WA-1361.docx	
Source Envelope:	
Document Pages: 9	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Felicia Phillips
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1500 SW 1st Ave
	STE 885
	Portland, OR 97201
	FPhillips@b-e-f.org
	IP Address: 97.120.124.11

Record Tracking

Status: Original	Holder: Felicia Phillips	Location: DocuSign
12/10/2021 12:14:49 PM	FPhillips@b-e-f.org	

Signer Events

Felicia Phillips
 fphillips@b-e-f.org
 CFO & VP of Operations
 Bonneville Environmental Foundation
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 BDFC8E93F95040A...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 97.120.124.11

Timestamp

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 Viewed: 12/10/2021 12:22:39 PM
 Signed: 12/10/2021 12:22:43 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kimberly Estep
 kimberly@southforkconservancy.org
 Executive Director
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 E8850E5CE97443D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 108.201.124.96

Sent: 12/10/2021 12:22:29 PM
 Viewed: 12/11/2021 7:29:05 AM
 Signed: 12/11/2021 7:29:13 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Katie Paul	COPIED	Sent: 12/11/2021 7:29:14 AM

Katie Paul
 kpaul@b-e-f.org
 Accounting Manager
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Rebekah Wong rwong@b-e-f.org Office Administrator Bonneville Environmental Foundation Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/11/2021 7:29:14 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Aisha Heredia aheredia@b-e-f.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/11/2021 7:29:14 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/10/2021 12:22:29 PM
Certified Delivered	Security Checked	12/11/2021 7:29:05 AM
Signing Complete	Security Checked	12/11/2021 7:29:13 AM
Completed	Security Checked	12/11/2021 7:29:14 AM

Payment Events	Status	Timestamps
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