



GRANT AWARD AGREEMENT
With

Name of Organization
Project Title
[Borough or Town, County]

DATE

This project is funded by **YEAR** Environmental Stewardship Fund (ESF) monies allocated through the Community Conservation Partnership Program (C2P2) of the Department of Conservation and Natural Resources (DCNR)
[Contract #BRC-SR-]

The Endless Mountains Heritage Region, Inc. Grant Award Agreement

This agreement was made on _____ between the Endless Mountains Heritage Region, Inc., (hereafter EMHR) with their office at 602 Main St. STE 7, Towanda, PA 18848 and the **Name of Organization** (hereafter RECIPIENT) having its principal place of business at **Street Address**, Borough, County, PA, for an Implementation Project under the Pennsylvania Heritage Areas Program (PHAP). RECIPIENT is a corporation with 501 c 3 status;
EIN number _____
BCO-10 registration number _____
Organization Contact name _____ Contact job title _____

The Parties agree as follows:

A. Scope of Work:

1. PROJECT DESCRIPTION.

2. The RECIPIENT shall ensure that all grant expenditures and project activities are in full compliance with all applicable federal, state and local laws and regulations, to include all building codes, zoning and licensing requirements.
3. The RECIPIENT shall provide or perform all the planning, administration, legal notices, review of documents, accounting, engineering, advertising, bidding, awarding of contracts, consulting, and monitoring services as may be required/necessary for the fulfillment of all project activities.
4. For development of construction projects, the program requirements and guidelines set forth in the Pennsylvania Heritage Areas Program (PHAP) shall be followed. See Section D. Miscellaneous Provisions, especially para. 5. Technical Handouts.
5. Any changes to the project's scope of work or budget as presented in this agreement will require advance approval of EMHR and the PA Department of Conservation & Natural Resources (hereafter DCNR). This includes modifications to the matching funds and the PHAP grant allocation.

B. Scope of Agreement:

1. The RECIPIENT agrees that any sums received from the EMHR be used in accordance with the provisions of the awarded grant and the Pennsylvania Heritage Areas Program Manual. The RECIPIENT also agrees to be bound to the provisions in the Contract [**Grant #**] between DCNR and the EMHR. A copy of this contract is attached hereto as "Exhibit A". This Contract includes no federal funding.
2. The RECIPIENT agrees to properly maintain and periodically inspect any facilities provided under this grant. Further, the RECIPIENT "shall insure that no person will be denied access to or use of the site on the basis of race, color, religion, ancestry, income, national origin, age, or sex.

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3. The RECIPIENT shall hold DCNR/EMHR harmless from and indemnify DCNR/EMHR against any and all claims, demands, actions and damages based upon or arising out of any activities performed by the RECIPIENT and its employees and agents under this grant agreement.

4. The RECIPIENT agrees not to sell or convey any land or facilities, which were provided by, or improved upon, with aid of funds under the Heritage Areas Program without prior approval of the EMHR and DCNR. In addition, the RECIPIENT shall not use or permit use of said land(s) and facilities for other than the original stated and approved purpose.

5. Publications/publicity: The RECIPIENT agrees to include a statement that “*This (study/project/report/brochure) was financed in part by a grant from the Community Conservation Partnerships Program, the (Environmental Stewardship Fund) under the administration of the Pennsylvania Department of the Conservation and Natural Resources, Bureau of Recreation and Conservation*” on any reports and/or outreach materials produced with funding from this grant. The RECIPIENT also agrees to provide a link on its website, if existing, to EMHR’s website at www.emheritage.org.

6. Signage: The RECIPIENT shall erect a permanent sign or plaque at the project site (or on the facility as appropriate) that the project was done with financial assistance from the Endless Mountains Heritage Region, Inc., with Environmental Stewardship Fund Program funding from the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation.

7. Reporting: The RECIPIENT agrees to report semi-annually until the project is 100% complete with a brief update on the project summarizing “project actions and accomplishments during the reporting period [April 30 and October 31] list anticipated actions with target dates. Reports are due within 15 days prior to the end of the reporting period. Include any significant problems encountered or unexpected.” Also include a copy of any appropriate media coverage and a projection on the drawdown of the grant funds. This will facilitate EMHR’s periodic reporting requirements to DCNR.

C. Disbursement of Funds:

1. The RECIPIENT has been awarded a grant amount of **\$0000** dollars. A 100% cash match/non cash match of **\$0000** by the RECIPIENT is required for the project along with documentation of volunteer labor and donated materials and services.

2. “Payments under this grant agreement will be subject to the performance of all terms and conditions of this grant agreement.” Payment requisitions will include documentation of the cash match.

3. All funds awarded under this agreement will be disbursed to the RECIPIENT upon presentation to EMHR of “properly executed vouchers, invoices, cancelled checks and other records detailing the nature and propriety of the charge” that are approved and signed by the appropriate RECIPIENT official(s). Funds will be disbursed on a quarterly basis, hence the necessity for timely reporting as per B.7 above.

4. EMHR “may deny or adjust payment for any expenditure not in accordance with the terms of this grant agreement” and/or with the project budget in the application. EMHR will withhold 10% of the grant amount until the RECIPIENT submits their final report for the project.

5. No funds will be disbursed for any invoices that reference work or bills which were incurred prior to the date stated at the beginning date [Date] in Appendix A of the Commonwealth of Pennsylvania Department of Conservation and Natural Resources, Heritage Areas Program Contract [Grant #] under which this project is included.

D. Miscellaneous Provisions (As applicable depending on the type of project)

1. **Scope & RFP** – A detailed scope of work and any requests for proposals should be submitted to EMHR to forward to DCNR prior to initiating any consultant selection process. A reminder that any construction work on a new attraction should include a comprehensive feasibility analysis to include operation and maintenance costs and a business plan.

2. **Consultation Selection** – The consultant(s) selected to complete this project should be obtained through open competition. Requests for proposal and interviews should be sought from several firms. Legal counsel familiar with publicly funded projects should be consulted concerning proper procedures. RECIPIENT shall ensure that all contractor/consultant contracts include the attached Nondiscrimination/Sexual Harassment Clause (attached).

3. **Procurement** – Please be certain to seek legal advice in following applicable local, state and/or federal laws and requirements regarding the public advertising, bidding, and awarding of any construction or service contracts.

4. **Record Keeping & Audit** – You must maintain adequate financial records of all expenditures on the project for future program and fiscal auditing and accounting purposes for three years after the termination of the contract “in the event any further review or investigation is required.” The State Grant contract [Grant #] addresses this requirement in Articles 7 & 12. Both the RECIPIENT and your contractors should become familiar with all relevant contract clauses.

5. **Technical Handouts** – The handouts titled “Consultant Selection”, “Instructions for the Preparation of Plans and Specifications” and “Design/Consultants Selection” and “Project Manual Checklist” will be provided for you and your consultants use for any construction, renovation or fabrication projects as appropriate.

6. **Operation and Maintenance** – If the RECIPIENT will be funding the construction of permanent improvements, please confirm which agency or organization will be responsible for the operation and care of these facilities (as applicable). If a lease or operating agreement is to be executed, you will need to provide EMHR with a copy.

E. Extent of Agreement:

1. This Agreement will terminate on **Date**. The RECIPIENT agrees and understands that reimbursement will not be made by EMHR through this grant program for costs incurred after the foresaid termination date. In addition, all funds awarded under this agreement should be drawn down prior to the **Project Partner Close Out Date** to ensure the timely completion of the project.

2. This Agreement may be amended ONLY by written instrument signed by both the RECIPIENT and the EMHR and then approved by DCNR.

3. This Agreement may be terminated by the RECIPIENT prior to obtaining funds from the EMHR upon written notice by Resolution of its governing body declaring its intent not to pursue the awarded project whereupon the EMHR shall have no further obligation to the RECIPIENT with respect to this Agreement or the underlying Grant Application filed by the RECIPIENT.

4. **Severability:** In case any provision contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such a determination shall not affect any other provision of this Agreement.

5. **Prior Agreements Superseded:** This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of the Agreement.

The Endless Mountains Heritage Region, Inc. Grant Award Agreement

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Agreement to be executed by the proper authorized officers who have affixed their signatures and seals on the day and year above written.

Attest: _____ By: _____
Executive Director Date
Endless Mountains Heritage Region, Inc.

Attest: _____ By: _____
Contact Person Date
Organization Name

Attest: _____ By: _____
Contact Person Date
Organization Name