

AGREEMENT

SOUTH MOUNTAIN PARTNERSHIP MINI-GRANT AGREEMENT

GRANTEE:

PROJECT:

GRANTEE CONTACT INFO:

Enclosed is your copy of the fully executed grant agreement for the above-referenced project. Please review Article I, Article II, Article IV, and Appendix A of the grant agreement, which define the grant amount, grant agreement period, payment provisions, the project scope and budget for this project. Any revisions to the grant amount, dates, project scope, or budget must be requested in writing. Revisions may require the execution of a formal amendment to the grant agreement as indicated in Article IX (Changes and Amendments).

Please be advised that receipt of the grant agreement is not necessarily approval to proceed with any project activity (acquisition, purchase of materials, construction, etc.). Unless you have already been notified by your project manager to proceed, a notice to do so will be sent under separate cover.

Payments will be processed in accordance with Article IV (Payments) of the grant agreement.

Payments may be processed only upon our approval of a written request. We remind you of the interest income provisions in Article V (Fiscal and Other Duties of Grantee), of the grant agreement. Grant funds not immediately needed for project expenditures must be deposited in an interest-bearing account and any interest earned may be used in accordance with Article V.

This GRANT AGREEMENT is entered into by the APPALACHIAN TRAIL CONSERVANCY ("ATC") acting through the DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES ("DCNR") Environmental Stewardship Fund Program, and grantee recipients that have applied through the South Mountain Partnership Mini-Grant Program. Language within the agreement referring to the State of Pennsylvania is entitled "COMMONWEALTH".

The GRANTEE has filed an application with ATC for a grant, the application is eligible for funding under the Environmental Stewardship Fund as part of the grant agreement awarded to ATC (No. BRC-TAG-14-191). The application has been selected by the DCNR, ATC, and the South Mountain Partnership Mini-Grant Review Committee for funding.

NOW THEREFORE, in consideration of the above and intending to be legally bound, the parties agree for themselves and their successors and assignees, as follows:

AGREEMENT

This document will serve as an Agreement between the GRANTEE and the Appalachian Trail Conservancy (ATC), P.O. Box 807, 799 Washington Street, Harpers Ferry, WV 25425-0807.

This Agreement is made up of the following components:

- General Description of Services;
- Specific Provisions #1 through #4
- General Provisions #1 through #2
- Terms and Conditions based on DCNR Terms and Conditions : Article I through XXVI, and Appendix A through Appendix E.

GENERAL DESCRIPTION OF REQUIRED SERVICES: A full scope of work is outlined in Appendix A.

SPECIFIC PROVISIONS:

1. **Payment to the Grantee:** ATC will reimburse expenses in the award amount that is outlined in Appendix A
2. **Award Amount:** The Agreement for these services will not exceed the amount outlined in Appendix A
3. **Work Schedule:** The Grantee shall begin work upon execution of this agreement and all required work shall be completed no later than the date specified in Appendix A in a continuous effort from inception to completion of the project, barring reasonable delays or changes to the Agreement.
4. **Budget:** The Grantee shall follow their proposed budget as closely as possible, any major revisions will require verbal approval from the GRANTEE and ATC signatories.

GENERAL PROVISIONS:

1. **Department of Conservation and Natural Resources (DCNR) Block-Grant Terms and Conditions**
Implementation of this grant must comply with DCNR Community Conservation Partnerships Program Terms and Conditions which are included in this agreement. The GRANTEE is responsible for reviewing the Terms and Conditions. The grantee's signature in this Agreement is acknowledgment that they have read and understand these Terms and Conditions. *Pertinent information in the Terms and Conditions are highlighted for the Grantee.*
2. **Legal Action:** In the event legal action is required to be taken by ATC to enforce any requirement hereunder which is not fulfilled by the Grantee or for breach of this Agreement, the Grantee shall be liable for reasonable attorneys fees incurred by ATC in connection with said legal actions.

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ARTICLE I **GRANT AMOUNT; PROJECT ACTIVITIES**

Subject to the availability of funds, ATC makes available to the GRANTEE a grant in the amount stated in Appendix A, which is attached hereto and incorporated herein, or such portion of that amount as may be required by the GRANTEE and authorized by the ATC. The GRANTEE shall use the grant money and the local match, if any, specified in Appendix A to carry out the project activities.

"Project activities" for purposes of this GRANT AGREEMENT mean activities that have been authorized by the ATC to be performed under this GRANT AGREEMENT. Such activities include those contained in (1) the GRANTEE'S grant application as approved by the ATC and (2) the Project Scope, which is stated in Appendix A, both subject to any subsequent modifications authorized by ATC in accordance with this GRANT AGREEMENT. The GRANTEE'S grant application, the original of which is in the possession of ATC and a copy of which is in the possession of the GRANTEE, is incorporated herein.

ARTICLE II **EXECUTION OF GRANT AGREEMENT; GRANT AGREEMENT PERIOD**

This GRANT AGREEMENT is not binding on ATC until it has been properly executed . Any cost incurred by the GRANTEE prior to such execution is incurred at the GRANTEE'S risk.

Costs for project activities incurred during the GRANT AGREEMENT period will be covered by this GRANT AGREEMENT. The dates of the GRANT AGREEMENT period are included in Appendix A. Costs incurred before the GRANT AGREEMENT period that are related to the performance of the GRANT AGREEMENT, such as costs for applications, appraisals, surveys, planning, drawings and specifications, may be eligible for funding at the discretion of ATC. Approval of these costs by ATC must be in writing. Any costs incurred after the GRANT AGREEMENT period are not eligible for funding.

ARTICLE III **COMPLIANCE WITH APPLICABLE STATUTES, REGULATIONS AND OTHER REQUIREMENTS**

Compliance with statutes, regulations, and other requirements: The GRANTEE shall comply with all applicable federal and state statutes and regulations and local ordinances; any correspondence and instructions that may be provided by the ATC; all conditions and requirements in Appendix A; and all terms and conditions in this GRANT AGREEMENT.

State Contractor Responsibility requirements: The GRANTEE shall comply with the provisions in Appendix B, which is attached hereto and incorporated herein.

Nondiscrimination and sexual harassment provisions: The GRANTEE shall comply with the provisions in Appendix C, which is attached hereto and incorporated herein.

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Contractor integrity provisions: The GRANTEE shall comply with the provisions in Appendix D, which is attached hereto and incorporated herein.

Americans With Disabilities Act: The GRANTEE shall comply with the provisions in Appendix E, which is attached hereto and incorporated herein. Universal Accessibility Act: Rehabilitation Act, Architectural Barriers Act of 1968: In its performance under this GRANT AGREEMENT, the GRANTEE shall comply with applicable requirements of the following acts, as amended; Universal Accessibility: Section 504 of Rehabilitation Act of 1973, 29 U.S.C. 794; and the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq.

Environmental provision: The GRANTEE shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations in the performance of this GRANT AGREEMENT.

Post-completion responsibilities: The GRANTEE'S responsibilities under federal, state, and local statutes, regulations, and ordinances with respect to the site or other product of this grant continue beyond the GRANT AGREEMENT period. The term "site" means the properties and facilities, including any portion of them, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

ARTICLE IV **PAYMENTS**

ATC will issue payments to the GRANTEE in accordance with the provisions in Appendix A.

The GRANTEE shall charge to the project account all project costs approved by ATC. All such costs, including services contributed by the GRANTEE or others, shall be supported by properly executed vouchers, invoices, cancelled checks and other records detailing the nature and propriety of the charge.

Payments under this GRANT AGREEMENT will be subject to the performance of all terms and conditions of this GRANT AGREEMENT.

ATC may deny or adjust payment for any expenditure that is not in accordance with the terms of this GRANT AGREEMENT.

ATC will not be liable for any expenditure by the GRANTEE that is not for project activities or that is for costs exceeding the amount stated in this GRANT AGREEMENT.

ARTICLE V **FISCAL DUTIES OF GRANTEE**

- (a) **Deposit and accounting of grant funds:** The GRANTEE shall deposit any advance payments of grant funds in an account in a bank or other financial institution insured by the FDIC or FSLIC until such time as they are expended. They shall be separately identified in the GRANTEE'S accounting as funds received under this GRANT AGREEMENT.

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- (b) **Interest:** Advance grant funds that are deposited shall be in an interest-bearing account. Appendix A contains provisions on the use and disposition used on grant funds. For grants in which interest bearing accounts are required, Appendix A contains provisions on the use and disposition of interest earned on grant funds. Any interest incurred should be applied to the project.
- (c) **Use of grant funds:** The GRANTEE shall use the grant funds and the local match in the amounts stated in Appendix A, or as much of these monies as necessary, to carry out project activities.
- (d) **Refund of grant funds:** The GRANTEE shall refund to ATC any overpayment of grant funds, as determined by ATC. Occurrences that could result in an overpayment include but are not limited to the following:
 - (1) The GRANTEE fails to carry out project activities.
 - (2) Grant funds were used for ineligible costs.
 - (3) The ratio of grant funds to local match exceeds that agreed upon by GRANTEE and ATC.
 - (4) The GRANT AGREEMENT is terminated. If the termination is for convenience, the GRANTEE is not required to refund any funds for which the GRANTEE is eligible and which the GRANTEE is legally or contractually obligated to pay as a result of project activities entered into prior to the date of receipt of the written notice of termination required under Article XIV (termination of grant agreement). This provision does not limit ATC in exercising any other rights and remedies it may have under this GRANT AGREEMENT or under law or equity.

ARTICLE VI **ASSIGNMENT**

The GRANTEE may not assign this GRANT AGREEMENT.

The GRANTEE may not assign any claim for funds due or to become due under this GRANT AGREEMENT as collateral.

ARTICLE VII **RECORDS; AUDITS**

The GRANTEE, at its principal office or place of business, shall maintain, using accepted procedures, complete and accurate records of costs, expenses and activities under this GRANT AGREEMENT. ATC may, at reasonable times, inspect, examine, copy and audit such records.

The records shall be maintained for three years from the date of final payment or, if an audit is subsequently performed, three years from the date of that audit. However, if such audit results in findings, the GRANTEE shall maintain all required records until the findings are resolved. The GRANTEE shall give full and free access to all such records to ATC.

ARTICLE VIII **Financial Security**

The GRANTEE shall enact and follow procedures designed to safeguard financial assets of the organization. Specifically, for anyone authorized to sign checks, certify vouchers,

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or handle or control funds, checks, securities or property, appropriate financial controls will be applied to adequately protect the security of all funds received under this GRANT AGREEMENT.

ARTICLE IX **CHANGES AND AMENDMENTS**

- (a) Changes by letter: Any one or more of the following changes may be accomplished by means of a letter from ATC approving a written or electronic request or application by the GRANTEE: change in title of grant project, change in amount of grant funds, change in amount of the match, change in the GRANT AGREEMENT period, and change within the Project Scope in Appendix A.
- (b) Formal amendment: Any change in the GRANT AGREEMENT that is not addressed by a letter amendment shall be accomplished by a formal amendment. A formal amendment is not binding unless and until it is fully executed. Therefore, any costs incurred by the GRANTEE prior to the full execution of the amendment are incurred at the GRANTEE'S risk.
- (c) A change to or amendment of this GRANT AGREEMENT is not binding on either party unless and until the provisions of the appropriate paragraph (a) or (b) are carried out. Any cost incurred by the GRANTEE prior to the performance of such provisions is incurred at the GRANTEE'S risk.

ARTICLE X **INDEPENDENT CONTRACTOR; SUBCONTRACTS**

Independent contractor: The rights and duties granted to and assumed by the GRANTEE under this GRANT AGREEMENT are those of an independent contractor only. Nothing contained in this GRANT AGREEMENT shall be construed to create an employment or agency relationship between ATC and the GRANTEE.

Subcontracts: The GRANTEE shall not subcontract with any person or entity to perform all or any of the project activities without the express written consent of the ATC.

ARTICLE XI **PROGRESS REPORTS; INSPECTIONS**

The GRANTEE shall furnish such progress reports as ATC may from time to time require. Such reports shall be in such form and contain such items as ATC requires.

ATC may make reasonable inspections and monitor the GRANTEE'S performance under this GRANT AGREEMENT.

ARTICLE XII **CLOSEOUT OF GRANT AGREEMENT**

The GRANTEE shall submit to ATC an application for final payment or a final report, as instructed by ATC, along with documentation required by ATC. The submission shall be made within 30 days of either completion of project activities or the end date of this GRANT AGREEMENT, whichever occurs first, or at such later time as determined by ATC. The application, or final report, and documentation shall be on forms or in a format as required by ATC and shall state whether the project activities have been completed and whether all costs have been paid.

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ATC will determine any overpayment or underpayment amount and any additional documentation or audit that may be necessary and will provide the GRANTEE with this determination.

ARTICLE XIII **SUSPENSION OF PROJECT**

Upon written notice and at any time during the term of this GRANT AGREEMENT, ATC may suspend payments and/or request suspension of all or any part of the project activities. Such notice may be given if, in the opinion of ATC any of the following has occurred:

- (1) the GRANTEE has failed to submit a required report or may have violated a law or regulation or may have engaged in misuse of funds, mismanagement, malfeasance, or criminal activity;
- (2) an inspection or audit has resulted in unsatisfactory findings;
- (3) an act of God, strike, disaster, or other circumstance beyond the GRANTEE'S control prevents adequate performance of project activities;
- (4) the GRANTEE has not completed activities required under another agreement or contract with ATC, including the submission of all required documentation; or
- (5) the GRANTEE has violated any term or condition of this GRANT AGREEMENT.

During a suspension, ATC and the GRANTEE shall retain any grant funds previously approved for use of project activities, no such funds may be expended, and the provisions of Article V (fiscal duties of grantee) continue to apply. ATC may rescind a suspension if it determines that such rescission is appropriate.

ARTICLE XIV **TERMINATION OF GRANT AGREEMENT**

Termination for cause: ATC may terminate this GRANT AGREEMENT by giving written notice to the GRANTEE if, in the opinion of ATC, any of the following has occurred:

- (1) for any reason the GRANTEE fails to fulfill in a timely and proper manner its obligations under this GRANT AGREEMENT;
- (2) for any reason the GRANTEE breaches any of the conditions of this GRANT AGREEMENT; or
- (3) there is a violation of an applicable law or regulation, misuse of funds, mismanagement, criminal activity or malfeasance in the performance of this GRANT AGREEMENT. The notice of termination will be effective upon receipt.

Termination for convenience: In the event that the COMMONWEALTH elects to terminate its underlying agreement with ATC for any reason, ATC may terminate this GRANT AGREEMENT at any time by giving written notice to the GRANTEE. The notice shall be sent at least 15 days before the effective date specified in the notice. The 15-day period may be waived by mutual agreement of the GRANTEE and ATC.

Upon termination, all project records shall be made available if requested by ATC and any overpayment of grant funds and interest (as applicable) shall be refunded to ATC as required under Article V (fiscal duties of grantee).

Termination of this GRANT AGREEMENT under this article will not limit ATC in exercising any other rights and remedies it may have under law or equity.

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ARTICLE XV **HOLD HARMLESS**

The GRANTEE shall indemnify ATC, DCNR, and the COMMONWEALTH against any and all claims, demands and actions based upon or arising out of any activities performed by the GRANTEE and its employees and agents under this GRANT AGREEMENT and shall, at the request of ATC, defend any and all actions brought against ATC, DCNR, and/or the COMMONWEALTH based upon any such claims or demands.

The GRANTEE'S responsibilities under this article with respect to the site or other product of this grant continue beyond the GRANT AGREEMENT period. The term "site" means properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

ARTICLE XVI **CONFLICTS OF INTEREST**

The GRANTEE represents that the GRANTEE, including its directors, officers, members, agents and employees, has no direct or indirect interest that would conflict with the performance of activities under this GRANT AGREEMENT and agrees that no such interest shall be acquired.

ARTICLE XVII **RIGHTS IN INTELLECTUAL PROPERTY; COPYRIGHT; DISCLOSURE, USE**

- (a) License to Department: For any copyrightable work created under the GRANT AGREEMENT, the GRANTEE, on behalf of itself and any employees, subcontractors, and other persons who create the work, agrees to grant to ATC and DCNR, and upon creation of the work, expressly and automatically grants to the ATC and DCNR, a perpetual, royalty-free, irrevocable license to possess, use, display, reproduce and distribute the work and to create, possess, use, display, reproduce and distribute derivative works. The grant of license to the ATC and DCNR is binding on successors and assigns of the GRANTEE and any employees, subcontractors, and other persons who create the work.
- (b) Other intellectual property: For property developed under the GRANT AGREEMENT that is patentable or that can be subject to trademark or trade secret protection, ATC and DCNR shall have the discretion to determine the rights and responsibilities of the parties to the extent permitted by federal law with respect to registration, ownership, and agreements to license, assign, or transfer rights.
- (c) Proprietary rights; right of privacy: In the performance of project activities, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.
- (d) Disclosure and use; acknowledgment: ATC and DCNR shall have the right to access, possess and use any information or data produced under the GRANT AGREEMENT. In the disclosure, release, distribution, display, or use of any intellectual property produced under the GRANT AGREEMENT, acknowledgement of assistance shall be included in accordance with Article XVIII (acknowledgment of assistance).
- (e) Effectuation and implementation of this article: For intellectual property produced under the GRANT AGREEMENT by the GRANTEE or by any employee, subcontractor, or other person, the GRANTEE is responsible for the implementation and effectuation of this article.

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- (f) Definition of "intellectual property": The term "intellectual property" means the type of property to which copyright, trademark, trade secret, or patent laws apply. It also includes any data or information.
- (g) Post-completion responsibilities: The rights and responsibilities under this article with respect to intellectual property developed under this GRANT AGREEMENT continue beyond the grant agreement period.

ARTICLE XVIII

ACKNOWLEDGEMENT OF ASSISTANCE

Sign: The GRANTEE shall erect and maintain on the project site (properties and facilities, including any portion of them, acquired, rehabilitated, or developed under this GRANT AGREEMENT) a permanent sign acknowledging assistance from the South Mountain Partnership, DCNR, and the Appalachian Trail Conservancy. The sign will state the following:

“This project was financed in part by a grant from the Community Conservation Partnerships Program, Environmental Stewardship Fund, under the administration of the Department of Conservation and Natural Resources, Bureau of Recreation and Conservation. The grant was awarded through the South Mountain Partnership, with management oversight of the Appalachian Trail Conservancy.

We are a partner of the South Mountain Partnership, an alliance of organizations working to preserve and enhance the cultural and natural assets of the South Mountain Landscape in Central Pennsylvania. To learn more about the Partnership, please visit www.southmountainpartnership.org.”

All signs will include the South Mountain Partnership, DCNR, and ATC logos.

Publication and Websites: Any product of the grant, including publications and project related websites, will include a statement that it was produced with financial assistance from the Pennsylvania Department of Conservation and Natural Resources and the South Mountain Partnership. Any publications or websites will contain the following:

“This project was financed in part by a grant from the Community Conservation Partnerships Program, Environmental Stewardship Fund, under the administration of the Department of Conservation and Natural Resources, Bureau of Recreation and Conservation. The grant was awarded through the South Mountain Partnership, with management oversight by the Appalachian Trail Conservancy.

We are a partner of the South Mountain Partnership, an alliance of organizations working to preserve and enhance the cultural and natural assets of the South Mountain Landscape in Central Pennsylvania. To learn more about the South Mountain Partnership, please visit www.southmountainpartnership.org”

All publications and project related websites will include the South Mountain Partnership, DCNR, and ATC logos.

The GRANTEE'S responsibilities under this article with respect to the site or other product of this grant continue beyond the grant agreement period.

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ARTICLE XIX **MAINTENANCE AND OPEN USE RESPONSIBILITIES**

The GRANTEE shall insure that, throughout its natural life, the site is

- (1) Maintained properly and in accordance with applicable state and local requirements,
- (2) Kept in reasonable repair so as to prevent undue deterioration and dangerous conditions and to encourage public use, and
- (3) Kept open and accessible to the public at reasonable hours and times of the year consistent with the nature and intended use of the site.

The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

ARTICLE XX **NONDISCRIMINATION REGARDING ACCESS/ RESIDENCY**

The GRANTEE 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.

The GRANTEE shall not discriminate in making the site, as well as reservation, membership, or permit systems for use of the site, available to all persons, except as to fees. Reasonable differences in admission, user or other fees are permitted on the basis of residency if the GRANTEE is a municipality, or on the basis of membership or other specific relationship with the GRANTEE if the GRANTEE is other than a municipality. Specifically, fees charged to nonresidents or non-members for access to or use of the site may not exceed twice that charged to residents or members. Where no fee is charged for residents or members but a fee is charged to non-residents or non-members, the fee may not exceed that charged at comparable sites or facilities.

The GRANTEE shall not discriminate in making any publications, databases, software, or other products or services developed under this GRANT AGREEMENT available to the public. Specifically, prices or fees charged to non-residents or nonmembers may not exceed fair market value.

The term "municipality" means any county, city, borough, incorporated town, township, home rule municipality or any official agency created by the foregoing units of government under the laws of the COMMONWEALTH.

The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

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ARTICLE XXI

OWNERSHIP AND CONTROL; NON-CONVERSION OF USE

Ownership and control: Ownership, control, or interest in the site shall not be transferred from or by the GRANTEE without prior written approval of ATC. If ATC attaches conditions to its approval, they shall be complied with by the GRANTEE.

Non-conversion: The site shall not be converted to any use or purposes other than for project activities as defined in Article I (grant amount; project activities) without prior written approval of the ATC. If the project activities under this GRANT AGREEMENT include the development of a plan for the site, the site shall not be converted to any uses or purposes that are inconsistent with the authorizing legislation under which the DCNR awarded this grant ATC.

Real property: This agreement does not apply for the acquisition or for the acquisition of an interest in real property.

Continuing responsibility: The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

Remedy: If a provision of this article is violated, the GRANTEE shall do one or both of the following as may be determined and required by ATC:

- (1) pay to ATC the amount paid under this GRANT AGREEMENT plus 10% annual interest compounded four times annually from the date(s) the grant payment(s) were received until repayment is completed; and
- (2) replace the disposed or converted property with other property that is determined by ATC to be equivalent to the original property.

ARTICLE XXII **REMEDIES**

For violations by the GRANTEE of any provisions of this GRANT AGREEMENT other than those in Article XXI (ownership and control; non-conversion of use), the GRANTEE shall do the following as directed by ATC:

- (1) take corrective action at the sole expense of the GRANTEE, or
- (2) refund money paid by ATC under this GRANT AGREEMENT.

The money to be refunded shall not include any funds for which ATC determines the GRANTEE is eligible under this GRANT AGREEMENT.

The exercise of any remedy specified in this GRANT AGREEMENT does not limit ATC in exercising any other rights and remedies it may have under law or equity.

No delay, discontinuance, failure, or abandonment by ATC in exercising a right or power under this GRANT AGREEMENT, or any partial exercise of a right or power or any conduct or custom in refraining from exercising a right or power, shall preclude or otherwise affect any of ATC's rights or powers of enforcement. The rights and powers of ATC are cumulative and concurrent.

All rights and remedies of ATC at law, in equity or otherwise shall expressly survive any expiration, termination or cancellation of this GRANT AGREEMENT, whether for breach or in accordance with its terms.

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ARTICLE XXIII **LOCAL PROJECT COORDINATOR**

The GRANTEE shall designate a local project coordinator who will be the authorized representative of the GRANTEE to deal with ATC in all matters relating to the GRANT AGREEMENT and the grant project. The local project coordinator will be the person identified in the grant application submitted by the GRANTEE unless changed by written notification from the GRANTEE.

ARTICLE XXIV **SEVERABILITY**

If any portion of this GRANT AGREEMENT is rendered void, invalid or unenforceable by any court of law, such a determination will not render void, invalid or unenforceable any other portion of this GRANT AGREEMENT.

ARTICLE XXV **CONSTRUCTION**

This GRANT AGREEMENT will be interpreted under the laws of the District of Columbia, or under federal law where applicable. All terms and conditions of this GRANT AGREEMENT are intended to be covenants as well as conditions. The titles of the articles and paragraphs are inserted for convenience and do not control or affect the meaning or construction of any terms or provisions of this GRANT AGREEMENT.

ARTICLE XXVI **ENTIRE AGREEMENT; NO RIGHTS IN THIRD PARTIES**

Subject to the provisions in Article III (compliance with applicable statutes, regulations and other requirements) and Article IX (changes and amendments), this GRANT AGREEMENT constitutes the complete agreement of the parties.

No provision of this GRANT AGREEMENT may be construed to create rights in third parties not party to this GRANT AGREEMENT. This GRANT AGREEMENT defines specific duties and responsibilities between ATC and the GRANTEE and will not provide any basis for claims of any other individual or entity.

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APPENDIX "A"

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
BUREAU OF RECREATION AND CONSERVATION

COMMUNITY CONSERVATION PARTNERSHIPS PROGRAM

(RE-GRANTED THROUGH THE APPALACHIAN TRAIL CONSERVANCY)

GRANTEE (APPLICANT):

PROJECT TYPE/TITLE:

ATC AGREEMENT

FUNDING SOURCE: Environmental Stewardship Fund Program

PROJECT SCOPE:

GRANT AGREEMENT PERIOD:

PROJECT BUDGET:

PAYMENT TERMS:

ATC will make 90% of payment to the Grantee within 30 days of the initial invoicing and 10% within 30 days of completion of all tasks.

Upon receipt of a written request from the GRANTEE, ATC may issue an advance payment to the GRANTEE. The advance payment will not exceed 90% of the approved grant amount.

Subsequent payments will be made to coincide, to the extent feasible, with the expenditure of cash by the GRANTEE. The GRANTEE must request such payments in writing based on the GRANTEE'S estimate of funds needed to meet current disbursements. ATC may set a minimum payment amount for each request for payment. ATC will withhold a percentage of grant funds for final payment in accordance with the paragraph below.

ATC will retain 10% of the funds available under this GRANT AGREEMENT until the following have occurred: the project activities have been concluded; the project has been inspected and approved by ATC; the GRANTEE has submitted the final payment application and documentation required by ATC under Article XI1 (Closeout of GRANT AGREEMENT); and ATC has approved such application and documentation.

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SCOPE OF WORK:

This scope of work was derived from the Grant Application Scope of Work. Detailed services as provided by GRANTEE are as follows:

- **Phase One: Key Stakeholder/ Mini-Grant Meeting Kick-off**
 - i. GRANTEE coordinates a kick-off meeting with relevant stakeholders: those listed as matching partners, Appalachian Trail Conservancy Grant Coordinator, and other partners deemed necessary.
 - ii. GRANTEE will issue an official press release about the kick-off of the project that will be distributed to local media. GRANTEE will make a concerted effort to receive media coverage of the project.
- **Phase Two: Citation Requirements**
 - i. Refer to Article XVII, Acknowledgment of Assistance for citation requirements. Grantee is required to implement citation requirements in the following phases of the project that are applicable.
- **Phase Three:**
- **Phase Four:**
- **Phase Five: Project/ Site Promotion**
 - i. Press release issued by GRANTEE to promote project's completion.
- **Phase Six: PROJECT CLOSE OUT**
 - i. Please refer to Article XII for details of project closeout

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APPENDIX A TERMS AND CONDITIONS

Use of interest (See Article V of Terms and Conditions of Grant)

Grant funds shall be deposited pursuant to Article V (a) in an interest-bearing account and maintained in the account until expended. The following provisions apply regarding interest:

- (1) Interest shall be maintained in the account until used or paid to ATC in accordance with (2), (3), or (4) below. Interest earned and interest expended shall be reported as part of the closeout documentation required under Article XI1 (closeout of grant agreement).
- (2) Subject to the approval of ATC, the GRANTEE may use interest to carry out project activities.
- (3) Interest not used for project activities shall be paid to ATC.
- (4) If grant funds are required to be refunded to ATC under Article V (d), interest shall also be paid. The amount of interest will be the amount actually earned or, as determined by ATC, the amount that would have been earned if the grant funds had been maintained in an interest-bearing account as required above.

Timber provision

The GRANTEE shall use no Environmental Stewardship Fund grant funds for any purpose which, directly or indirectly, precludes access to or use of any forested land for the practice of sustainable forestry and commercial production of timber or other forest products. This provision does not apply to funds used by counties and municipalities for the purchase or improvement of park land to be used for public recreation.

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APPENDIX B CONTRACTOR RESPONSIBILITY PROVISIONS

1. The GRANTEE certifies that as of the date of the full execution of this GRANT AGREEMENT the GRANTEE is not under suspension or debarment by the COMMONWEALTH or any governmental entity, instrumentality, or authority.
2. The GRANTEE certifies that as of the date of the full execution of this GRANT AGREEMENT it is not delinquent in any COMMONWEALTH obligation, including taxes.
3. The GRANTEE shall inform ATC if, at any time during the term of the GRANT AGREEMENT, it becomes delinquent in the payment of any COMMONWEALTH obligation, including taxes, or if it or any of its subcontractors are suspended or debarred by the COMMONWEALTH, the federal government, or any other state or governmental entity, instrumentality, or authority. Such notification shall be made within 15 days of the date of suspension or debarment.
4. An incorrect certification under paragraph 1 or 2 or a failure of the GRANTEE to comply with the notification requirements in paragraph 3 shall constitute an event of default of the GRANT AGREEMENT with ATC and will subject the GRANTEE to a termination for cause under Article XIV (Termination of Grant Agreement).
5. [The provisions in paragraph 5 have been deleted.]
6. The GRANTEE may obtain a current list of suspended and debarred COMMONWEALTH contractors by either searching the internet at the following address www.dgs.state.pa.us or contacting:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

Based on Management Directive 215.9 amended (4116199)

AGREEMENT

APPENDIX C NON-DISCRIMINATION / SEXUAL HARASSMENT CLAUSE

During the term of this GRANT AGREEMENT, the GRANTEE agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the GRANT AGREEMENT or any subcontract, the GRANTEE, subcontractor, or any person acting on behalf of the GRANTEE or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this COMMONWEALTH who is qualified and available to perform the work to which the employment relates.
2. Neither the GRANTEE nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the GRANT AGREEMENT on account of gender, race, creed, or color.
3. The GRANTEE and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The GRANTEE shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the GRANT AGREEMENT relates.
5. The GRANTEE and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the DEPARTMENT and the COMMONWEALTH Department of General Services (DGS), for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the GRANTEE or any subcontractor does not possess documents or records reflecting the necessary information requested, the GRANTEE or subcontractor shall furnish such information on reporting forms supplied by ATC.
6. The GRANTEE shall include these provisions of the Nondiscrimination/ Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. ATC may cancel or terminate the GRANT AGREEMENT and all money due or to become due under the GRANT AGREEMENT may be forfeited for a violation of the terms and conditions of this Nondiscrimination / Sexual Harassment Clause.

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APPENDIX D CONTRACTOR INTEGRITY PROVISIONS

1. The following definitions apply to this Appendix:
 - a. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with ATC.
 - b. Consent means written permission signed by a duly authorized officer or employee of ATC, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, ATC shall be deemed to have consented by virtue of execution of this GRANT AGREEMENT.
 - c. THE GRANTEE means the individual or entity that has entered into this GRANT AGREEMENT including directors, officers, partners, managers, key employees, and owners of more than a five percent interest.
 - d. Financial Interest means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The GRANTEE shall maintain the highest standards of integrity in the performance of this GRANT AGREEMENT and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the COMMONWEALTH.
3. The GRANTEE shall not disclose to others any confidential information gained by virtue of this GRANT AGREEMENT.
4. The GRANTEE shall not, in connection with this or any other agreement with the COMMONWEALTH, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the COMMONWEALTH.
5. The GRANTEE shall not, in connection with this or any other agreement with the COMMONWEALTH, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the COMMONWEALTH.
6. Except with the consent of ATC, neither the GRANTEE nor anyone in privity with THE GRANTEE shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this GRANT AGREEMENT except as provided therein.
7. Except with the consent of ATC, the GRANTEE shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. The GRANTEE, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify ATC in writing.

AGREEMENT

9. The GRANTEE, by execution of this GRANT AGREEMENT and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that THE GRANTEE has not violated any of these provisions.

10. The GRANTEE, upon the inquiry or request of the Inspector General of the COMMONWEALTH or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the GRANTEE'S integrity or responsibility, as those terms are defined by the COMMONWEALTH'S statutes, regulations, or management directives. Such information may include, but shall not be limited to, the GRANTEE'S business or financial records, documents or files of any type or form, which refer to or concern this GRANT AGREEMENT. Such information shall be retained by the GRANTEE for a period of three years beyond the termination of the GRANT AGREEMENT unless otherwise provided by law.

11. For violation of any of the above provisions, ATC may terminate this and any other agreement with the GRANTEE. This right is in addition to those ATC may have under law, statute, regulation, or otherwise.

AGREEMENT

APPENDIX E PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

1. Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the GRANTEE understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this GRANT AGREEMENT or from activities provided for under this GRANT AGREEMENT. As a condition of accepting and executing this GRANT AGREEMENT, the GRANTEE agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the COMMONWEALTH through contracts with outside contractors.
2. The GRANTEE shall be responsible for and agrees to indemnify and hold harmless ATC, DCNR, and the COMMONWEALTH from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against ATC, DCNR, and the COMMONWEALTH as a result of the GRANTEE'S failure to comply with the provisions of paragraph 1.
3. The GRANTEE is only responsible for complying with ADA standards with regards to those items funded in this grant, which consist mainly with signage standards.

AGREEMENT

SIGNATURE PAGE

Signature indicates that the GRANTEE agrees to comply with the whole of this Agreement, and that the GRANTEE has fully read the whole of this document.

For the Grantee:

For the Appalachian Trail Conservancy:

Signature

Signature

Date

Date

Name of Organization

Appalachian Trail Conservancy (ATC),
Harpers Ferry Headquarters

Address Line 1

Address Line 2

Phone: XX

P.O. Box 807

799 Washington Street

Harpers Ferry, WV 25425-0807

Phone: 304.535.6331

Fax: 304.535.2667

Name of Signatory (signatory)

Title of Signatory

Karen Lutz (signatory)

Director of Mid-Atlantic Regional Office

Grantee Coordinator:

Name of Coordinator

[coordinator's](#) e-mail address

Phone: XXX

Coordinator from ATC for this Agreement:

Katie Hess

khess@appalachiantrail.org

(717) 258-5771