

# 2008 ENHC PARTNERSHIP GRANT CONTRACT

State and local governments and their agencies

This contract is effective on the date of signature by the grant recipient. This contract is between the Essex National Heritage Commission (ENHC), a non-profit corporation organized under the laws of the Commonwealth of Massachusetts, 221 Essex Street, Suite 41, Salem, Massachusetts and

\_\_\_\_\_ a government agency  
(Name of recipient organization) (Definition of type of organization)

of \_\_\_\_\_, Massachusetts.  
(Address) (City/Town)

For valuable consideration, the parties agree as follows:

as outlined in Attachment B.  
(Definition of project)

The amount of the ENHC Partnership Grant is \$ \_\_\_\_\_

The project will be completed by June 30, 2009.  
(Date)

## REQUIREMENTS FOR THIS GRANT

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Failure to commence or complete project on dates specified will constitute a breach of this agreement and the grant will be forfeited unless a written request for extension has been received and approved by the commission.

Deliverables for the project to be submitted to the ENHC will include the following:

**Deliverable:**

**Date submitted to ENHC:**

Final Report, Budget, Match Documentation \_\_\_\_\_  
*The Final Report will follow the Final Report Requirements of Attachment D*

\_\_\_\_\_ June 30, 2009

## **Publicity:**

- The grantee will notify the ENHC of events, presentations, etc., so an ENHC representative may attend.
- The grantee will acknowledge ENHC support in all materials publicizing or resulting from grant activities. Productions, videos, displays, exhibits, print materials, etc. should include an acknowledgement of ENHC grant support as well as the ENHA logo. Acknowledgement language should read: "This project is funded in part by a grant from the Essex National Heritage Commission." If ENHC is the largest contributor, the language should read: "The Essex National Heritage Commission is the primary grant sponsor of this project" as applicable.
- The grantee will provide ENHC with copies of all materials resulting from grant activities.
- The grantee will provide ENHC with 4x6 photographs or digital images of project activities and/or products and a brief description of images.
- Websites should contain the same acknowledgement as print materials as well as a link to the ENHA website, [www.essexheritage.org](http://www.essexheritage.org).
- The ENHA logo should be on all signs, markers, etc. The logo is available for downloading at [www.essexheritage.org/partnershipgrants](http://www.essexheritage.org/partnershipgrants).
- Preservation grant recipients will prominently display an exterior project sign provided by ENHC. The grantee will submit a photograph of the sign in place.

## **Payments:**

Written documentation of non-federal matching funds will be maintained by the recipient organization and submitted for approval to the ENHC before the second and third payments are made.

After signature of contract, the initial payment of 1/4 of the ENHC Partnership Grant will be made. The final 3/4 will be paid upon completion of project and final receipt and approval of updated written documentation of matching funds (following Final Report Guidelines of Attachment D). Payment is also dependent upon receipt of deliverables by the ENHC by dates stated above.

## **Income from Grants:**

It is hereby understood and agreed that if any income is earned from a project, or the product or products produced by a project, which project is funded in whole or in part by a grant from the Essex National Heritage Commission, Inc. that such income, at the option of the Commission, shall be repaid to the Commission up to the amount of the grant. The grant recipient shall notify the Commission in writing upon receipt of any income from a project. The grant recipient will also keep records in regard to such income and the records will be available for examination by the Commission upon request.

All grants provided by the Essex National Heritage Commission are subject to all federal legislation that pertains to Heritage Areas.

Article I, II, III, IV and V are requirements from Cooperative Agreement #1443CA-98-001 between the National Park Service and the Essex National Heritage Commission, Inc.

## **ARTICLE I. PRIOR APPROVAL**

Post award changes in budgets and projects shall require prior written approval of the ENHC if any of the following apply:

1. Any revision of the scope or objectives of the project.
2. Any substantial revisions to the project budget.

3. Any changes to key personnel.
4. Any extension of the grant period.

## **ARTICLE II. TERMINATION**

While it is the express intent of both parties that the activities described under this agreement continue uninterrupted, this agreement may be terminated or suspended in accordance with the provisions set forth with 43CFR Part 12 which provides as follows:

Awards to state and local governments may be terminated in whole or in part only as follows:

1. By the awarding agency with the consent of the grantee or sub grantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
2. By the grantee or sub grantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety.

## **ARTICLE III. GENERAL AND SPECIAL PROVISIONS**

### **A. GENERAL PROVISIONS**

1. This agreement shall be subject to the following provisions, which are incorporated herein by reference:
  - a. If the cooperator is an agency of a **state or local government**:
    - i. OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"  
and
    - ii. OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations"  
and
    - iii. OMB Circular A-87, "Cost Principles for State and Local Governments".
  - b. If the cooperator is an **institution of higher education, hospital, and/or other nonprofit organization**:
    - i. OMB Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations"  
and
    - ii. OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations"  
and
    - iii. OMB Circular A-21, "Cost Principles for Educational Institutions"  
or
    - iv. OMB Circular A-122, "Cost Principles for Nonprofit Organizations".
2. Additional Provisions that apply to all cooperators include:
  - a. 43 CFR Part 12 including
    - (1) Applicability of various OMB circulars
    - (2) Administrative requirements

- (3) Government Debarment and Suspension
- (4) Drug-Free Workplace Requirements
- (5) Buy American Requirements for Assistance Programs (found in Subpart E and re-authorized via PL 104-134, Section 307 [signed April 26, 1996])

b. 43 CFR Part 18, Restrictions on Lobbying Disclosure Requirements

c. MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Other Federal Assistance Agreements, 505 DM 3.1 - 3.5C(1)(A) or 5.1 - 5.6E(1), as appropriate.

d. Limitations on Payments to Influence Certain Federal Transactions, FAR 52.203-12.

e. Non-discrimination Requirements. All activities pursuant to this Agreement and the provisions of Exec. Order No. 11246, 3 CFR 339 (1964-65) shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC Section 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 USC Section 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 USC Section 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on the grounds of race, color, national origin, handicap, religion or sex in providing for facilities and service to the public.

**3. The following certifications are required in accordance with the above provisions and are attached hereto and made a part of this agreement (the attached pages must be filled out, signed as appropriate, and returned with the signed contract):**

a. Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (Attachment A, DI-2010, 3 pages). Note various segments and alternatives: Part A should be prepared by each partner plus Part B by any "Lower Tiered Party" (sub-contractors, sub-consultants, NOT employees) to this agreement; Part C, if other than an individual or Part D, if an individual; plus Part E for all agreements which will exceed \$100,000 Federal assistance.

**B. SPECIAL PROVISIONS**

**1. Public Information**

The grant recipient and the Commission recognize and support each party's requirements to develop appropriate materials and programs to inform the public. All parties agree:

a. The grant recipient shall include the ENHC key official in notifications, mailings, meeting announcements and other programs of public information.

b. The Commission and the grant recipient shall review collaboratively drafts and final copies of materials produced in partnership prior to distribution and will refer in publications to the opinions or positions of another party only upon prior approval. Such documents shall give due credit to all parties.

**2. Direct Benefit Clause**

No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise there from, unless the share or part or benefit is for the general benefit of a corporation or company.

**3. Anti-Lobbying Clause**

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by the Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device,

intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment.

#### 4. Insurance and Related Liability

The grant recipient accepts responsibility for any property damage, injury, or death caused by the acts or omissions of their employees, acting within the scope of their employment, to the fullest extent permitted by law. To the extent work is to be provided by a nongovernmental entities or persons, the grant recipient will require that entity or person to:

a. Procure and maintain during the term of the agreement, insurance in a form satisfactory to the Commission and by an insurance company acceptable to the Commission. The policies shall name the National Park Service as an additional insured, shall specify that the primary insured shall have no right of subrogation against the National Park Service for payments of any premiums or deductibles due there under, and shall specify that the insurance shall be assumed by, be for the account of, and be at the primary insured's sole risk. The amounts of the insurance shall not be less than as follows:

(1) Workman's Compensation and Employer's Liability Insurance: Compliance with applicable Federal and State worker's compensation and occupational disease statutes shall be required. Employer's liability coverage in the minimum amount established by state law.

(2) General Liability Insurance: General liability insurance in the minimum amount of one million dollars (\$1,000,000) per person for any one claim and an aggregate limitation of one million dollars (\$1,000,000) for any number of claims arising from any one incident.

(3) Automobile Liability Insurance: This insurance shall be required on the comprehensive form of the policy and shall provide for bodily injury and property damage liability covering the operation of all licensed motor vehicles used in connection with performing the agreement. The minimum limits of two hundred thousand dollars (\$200,000) per person and five hundred thousand dollars (\$500,000) per occurrence for bodily injury and twenty thousand dollars (\$20,000) per occurrence of property damage shall be required.

b. Pay the National Park Service the full value for all damages to the lands to other property of the National Park Service caused by such person or organization, its representatives, or employees; and

c. Indemnify, save and hold harmless, and defend the National Park Service against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.

#### 5. Modification

No modification of this contract will be effective unless it is in writing and is signed by both parties. This contract binds and benefits both parties and any successors. This document,

including any attachments, is the entire agreement between both parties. The laws of the Commonwealth of Massachusetts govern this contract.

**ARTICLE IV. NOTICES; COMMUNICATIONS**

All notices and communications in writing required or permitted hereunder shall be delivered personally to the respective representatives of the ENHC, or shall be mailed or faxed.

To the ENHC:

Essex National Heritage Commission  
221 Essex Street, Suite 41  
Salem, MA 01970  
Tel: 978-740-0444  
Fax: 978-744-6473  
Email: [bills@essexheritage.org](mailto:bills@essexheritage.org)

**ARTICLE V. ATTACHMENTS AND APPENDICES**

This agreement shall be subject to the following appendices, which are attached hereto and incorporated herewith by reference, except as amended or waived by joint agreement:

1. Attachment A - Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying, DI-2010 (3 pages).
2. Attachment B - Grant Proposal Submitted to ENHC by Recipient Organization
3. Attachment C – Interim Report Requirements
4. Attachment D – Final Report Requirement
5. Appendix A – Contract Provisions

\_\_\_\_\_  
(Name of recipient organization representative) (Title)

\_\_\_\_\_  
(Signature) (Date)

**Annie C. Harris** \_\_\_\_\_  
(Name of ENHA representative) (Title)

\_\_\_\_\_  
(Signature) (Date)