

Keep Maryland Beautiful Grant Maryland Environmental Trust

GRANT AGREEMENT

This Agreement (“**Agreement**”) is entered into between the Maryland Environmental Trust, 100 Community Place, Crownsville, MD 21032 (“**State**”), and the grant recipient (“**Grantee**”).

Recitals

- A. Grantee has requested grant assistance from the State through the Keep Maryland Beautiful Grant Program, and the State has determined that grant assistance shall be provided to help volunteer-based, nonprofit groups, communities and land trusts in Maryland to support environmental education projects, litter removal, citizen stewardship and to protect natural resources in urban and rural areas.
- B. Maryland Environmental Trust has authorized this grant Keep Maryland Beautiful Grant Program provided that Grantee expends the money only for the purposes outlined below.

Therefore, the State and Grantee agree as follows:

- 1. Purpose. Grantee may use grant funds for the following purposes and project activities supported by this grant as described in the grant application. The grant application is hereby incorporated by reference into and made an integral part of this Agreement. Any substantial changes in the project expenses will require prior approval by MET. (“Substantial” is defined as greater than twenty percent or any new expenses not approved.)
- 2. Disbursement of Grant. Subject to the availability of funds, the State may periodically authorize payment to, or on behalf of, Grantee funds in an amount not to exceed the Grant amount.
- 3. Term. The Grant shall become effective on March 30, 2019 and shall expire on February 28, 2020.
- 4. Communications and Key Personnel. The parties agree that the following named individuals are considered to be essential to the work being performed under this Agreement:

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| Keep Maryland Beautiful Grants: | For Land Trust Capacity, Excellence and |
| Kat Pardoe: KMB Coordinator | Stewardship Grants: |
| Katherine.Pardoe@maryland.gov | Michelle Grafton, Land Trusts Assistance |
| KMB.dnr@maryland.gov | Coordinator |
| | michelle.grafton@maryland.gov |

For Environmental Education, Community Initiatives and Cleanup Grants:
Wendy Stringfellow, Communications and Development Manager
wendy.stringfellow@maryland.gov
KMB.dnr@maryland.gov
- 5. Reports and Deliverables:

The Grantee shall submit the final deliverable(s) with a final report in electronic format in accordance with procedures outlined in the grant’s guidelines within two months of the culmination of the project or by February 28, 2019.
- 6. Termination:

The State may terminate this Agreement in whole or in part with or without cause whenever the State shall determine that such termination is in the best interest of the State upon prior written notice to the Grantee specifying the extent and the effective date of the termination. The State may require Grantee to repay the Grant, in whole or in part..

7. Inspection and Retention of Records. Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Grantee shall retain such records for at least three years after this Agreement terminates.
8. Indemnification. Grantee is responsible for, and shall defend, indemnify, and hold harmless the State, its officers, agents, and employees from all suits, actions, liability, or claims of liability (including reasonable attorneys' fees) arising out of the Grant Agreement.
9. Registration. Grantee is an organization registered with the Maryland Secretary of State in accordance with the Annotated Code of Maryland [Business Regulation Article or Corporations and Association Article]; is in good standing; and has filed all of its required reports with the Maryland Secretary of State.
10. Nondiscrimination. Grantee shall comply with all non discrimination federal and State laws and regulations.
11. Drug and Alcohol Policy. Grantee certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace.
12. Compliance with Applicable Law. Grantee hereby represents and warrants that is qualified to do business in the State of Maryland and shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities under this Grant including at its expense, all licenses, permits, insurance, and governmental approvals as necessary..
13. Non-Debarment. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of any federal or state law.:
Been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law.
14. No Contingent Fees. Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Grantee, to solicit or secure the Grant.
15. Non-hiring of State Employees. No State employee whose duties as such employee include matters relating to or affecting the subject matter of this Grant, shall, while so employed, become or be an employee of Grantee.
16. Amendment. The Agreement may be amended only in a writing signed by the parties.
17. Assignment. Grantee may not assign this Agreement without the prior written approval the State. If the State approves an assignment, this Agreement shall bind Grantee's successors and assigns.
18. Entire Agreement. This Agreement represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties at the time the parties sign the Agreement.
29. Maryland Law. Maryland laws govern the interpretation and enforcement of this Agreement.

Approved as to form and legal sufficiency
by the MET Office of the Attorney General
September 2018.