Contract for Grant Administration Services

This contract for Local Development (LDD) Grant Administration Services (Agreement) made \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by and between:

**Service Provider:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ (Name of LDD), with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , and

**Client:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(**Name of NBRC Grantee), with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The LDD and NBRC Grantee are each referred to herein as a “Party”, and collectively as the “Parties:

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the NBRC Grantees contracts with the LDD to work under the following terms and conditions agreed upon by the Parties:

1. **Term.** The term of this contract shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_, and terminate automatically upon completion of the Period of Performance as reflected In the NBRC Grantee’s Grant Agreement with NBRC or the completion of the project, whichever comes first.
2. **Scope of Services.** LDD will provide to NBRC Grantee the following scope of Grant Administration services (collectively, the “Services”):
	* **Notice to Proceed Documentation:** Help the grantee prepare and submit the required documentation to NBRC. For projects funded from 2024 forward, this includes assistance with uploading the LDD contract in the GMS, assist with getting the PNTP for LDD costs in place and submitting their matching funds documentation.
	* **Quarterly & Annual Reporting:** Ensure that the grantee files all quarterly and annual reports accurately and on time, and with enough information to provide a meaningful outline of the project’s status.
	* **Reimbursement Requests:** Provide guidance to grantees on submitting reimbursement requests, including completing and submitting the SF-270 form while ensuring that reimbursement requests are accurate and within the approved budget. Grantees are responsible for tracking their expenses and maintaining financial records and should be prepared to report on these when asked. NBRC will conduct periodic reviews throughout the performance period and the LDD may assist the grantee prepare all the necessary documentation to provide evidence of NBRC requested funds as well as expended match. Additional information regarding reimbursement requests and periodic reviews can be found within this manual.
	* **Contract Amendments:** Assist grantees in submitting contract amendments such as change in authorized official, budget adjustment, contract extension, or project scope adjustment.
	* **Final Reporting:** Ensure that the grantee submits all required closeout materials accurately and timely once the project is complete.
	* **General Assistance:** Be available to provide guidance to the grantee with other issues such as their responsibilities regarding procurement of goods and services, and contractors. Have a general knowledge base about federal grant programs, specifically NBRC.

**NOTE:** it is not expected that under this contract for grant administration services that the LDD will be conducting bid processes and assessing bid documents for completion, interviewing potential consultants or engage in other procurement processes. If the NBRC Grantee wishes to engage the LDD in these processes, they may enter into a separate Project Management contract.

1. **Amount of Agreement Not to Exceed** $\_\_\_\_\_\_\_\_\_\_\_\_.\_\_\_
2. **Payment Structure. Select one. The structure selected will carry for the term of this contract.**

[ ]  LDD will invoice grantee for hours of work performed

[ ]  LDD will invoice grantee a quarterly advancement.

If the quarterly advancement option is selected, advance payments are limited to the amount needed and be timed with actual, immediate cash requirements of the NBRC Grantee and

Section 5 of this Agreement applies:

1. **Quarterly Advancement Requirements (if selected):**

Amount of Quarterly Advancement Payments $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Note:** Must not exceed the total value of the LDD contract as represented in the NBRC Grantee’s SF424cbw, divided in equal installments across the three-year period of performance of the NBRC award. For example, if the total value of the agreement is $8,000.00, the quarterly amount may not exceed $666.00.

Parties agree to the following detailed description of services that will occur during the quarter for which funds are being advanced:

The LDD and NBRC Grantee agree that if a situation arises where the project may not be completed within the term of the executed Agreement and funds under the Agreement remain, and the NBRC grantee still requires assistance, (e.g. project requires an extension to complete and still needs LDD assistance), the parties must revisit the Agreement and execute an updated Agreement and provide copy of same to NBRC.

Each quarterly invoice from the LDD to the NBRC Grantee must contain a detailed description of services for LDD support that will occur during the quarter for which funds are being in advanced in alignment with the Scope of Services outlined in Section 2 of this Agreement.

Each quarterly invoice from the LDD to the NBRC grantee must specifically reference the dates of the quarter for which the advancement is being required.

Each quarterly invoice from the LDD to the NBRC Grantee must provide details of labor categories and associates hourly rates, for each LDD staff person who will be performing services under the agreement during the time period covered by the invoice. Charges may include wages & fringe plus the LDD’s Indirect Cost Rate (ICR) as approved by a Federal Cognizant Agency. The approved ICR must be maintained on record by the LDD.

LDD and NBRC Grantee acknowledge that should a situation arise when LDD costs have been advanced, and the NBRC’s Grantees project ends unexpectedly and abruptly, the LDD will be made whole for any services they have completed. If the advancement is greater than the value of the services rendered by the LDD, the LDD must return the remaining funds to NBRC.

1. **INDEMNIFICATION**. agrees to indemnify and hold harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against that results from the acts or omissions of and/or ’s employees, agents, or representatives.
2. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
	* The failure to make a required payment when due.
	* The insolvency or bankruptcy of either party.
	* The subjection of any of either party’s property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
	* The failure to make available or deliver the Services in the time and manner provide for in the Contract.
3. **REMEDIES**. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other part may terminate the Contract.
4. **ENTIRE AGREEMENT.** This Contract contains the entire contract of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
5. **SEVERABILITY.** If any provisions of this Contract will be held to be invalid or unenforceablefor any reason, the remaining provisions will continue to be valid and enforceable.
6. **AMENDMENT.** The Contract may be modified or amended in writing by mutual agreement between the parties, and by notifying Northern Border Regional Commission.
7. **GOVERNING LAW**. This Contract shall be construed in accordance with the laws of the
state of .
8. **CONSTRUCTION AND INTERPRETATION**. The rule requiring construction of interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date the second party signs.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature of LDD Representative Signature of NBRC Grantee Authorized Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Printed Name of LDD Representative Printed Name of NBRC Grantee

 Authorized Official

Date: \_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_