

**National Washington-Rochambeau Revolutionary Route Association  
Grant Agreement with Sub-Recipients of funds awarded by  
the Washington-Rochambeau Revolutionary Route National Historic Trail**

This Grant Agreement ("Agreement"), made by and between the National Washington-Rochambeau Revolutionary Route Association ("Recipient"), a nonprofit corporation duly organized, and qualified to do business in the State of Delaware, and Town of Perryville ("Sub-Recipient"), a government/for profit/nonprofit corporation duly organized, and qualified to do business in the State of Maryland, having an address of 515 Broad Street, Perryville, MD 21903.

RECITALS

WHEREAS, funds were awarded in the FY 2020 National Park Service, Department of the Interior Budget to the Washington-Rochambeau Revolutionary Route National Historic Trail (WARO) and WARO has named the National Washington-Rochambeau Revolutionary Route Association as Recipient for funds for an event program for Sub-Recipients and

WHEREAS, The Rodgers Tavern Historical Research Project ("Project") will support the goals of the Association as outlined in the Work Plan in the Task Agreement Modification ("Plan") incorporated by reference herein and will contribute significantly to the programs associated with the Washington-Rochambeau Revolutionary Route National Historic Trail, and

WHEREAS, the Recipient has agreed to provide up to \$2500.00 (the "Grant") to Sub-Recipient for the Project.

NOW THEREFORE, in consideration of the promises and understandings herein and for other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following terms and conditions:

- 1. Purpose.** The purpose of the Grant is described in the grant **application and budget attached hereto as Attachment 1. A.**
- 2. Grant.** Recipient hereby agrees to provide up to \$2500 to Sub-Recipient and Sub-Recipient hereby accepts the Grant to be used solely for the Project. Any amount of the Grant funds not expended shall remain the Property of the Recipient and be deducted from the total grant amount.
- 3. Term.** The term of this Agreement is for a period of 12 months and shall begin upon approval by the Recipient and shall terminate on December 31, 2022 at the project end date.

**Project Start Date: January 1, 2022**

**Project End Date: December 31, 2022**

- 4. Scope of Project.** Sub-Recipient shall use the Grant for the Project costs identified in the grant application (Exhibit A). All Recipient approved Project costs incurred by the Sub-Recipient up to the amount of the Grant through the termination date of this Agreement are eligible for Grant

funding so long as proper receipts and documentation are submitted.

5. Certificate of Incorporation and Certificate of Good Standing. Subrecipients who are 501c3 organizations or incorporated entities will provide copies of both to the Recipient before any grant funds are released.
6. Ordinance from municipal corporations or other government entities. These Sub-Recipients should provide an ordinance accepting the grant from W3R-US, to be certified by the Town Secretary or other appropriate officer and indicating the appropriate body to accept the grant. (Sample Attachment 2).
7. Corporate Resolution. For incorporated and 501c3 organizations, a corporate resolution indicating the organization is authorized to accept grant funds for this project is required before grant funds will be released to the Sub-Recipient, (Sample Attachment 3).
8. Disbursement. Upon receipt of the executed agreement and the required documents Recipient shall disburse 50% of the Grant to the Sub-Recipient. After that and upon showing those funds have been expended, Recipient will disburse funds to the Sub-Recipient every two weeks and within 10 days of submission of a Request for Disbursement. Exceptions may be made for disbursements for quotes and contracts (with a cost-not-to-exceed clause) that cannot be made on a reimbursement basis. Disbursements will be made, as the Project progresses, based upon Sub-Recipient requests using the form approved by Recipient. (Attachment 4).

All Requests for Disbursements shall be satisfactory to Recipient and shall identify all grant costs incurred for which the disbursement is being sought. Sub-Recipient shall provide payment documentation in the form of cancelled checks (copies of front and back), payment receipts, etc. or in the case of requests for advances, signed quotes and contracts with a cost-not-to-exceed statement. The final payment of 10% of the grant funds will not be disbursed until submission of the final report and all receipts.

9. Reporting. A grant is considered to be closed upon the submittal of a final report, all payment documentation, and receipt of evidence the events have been held. Sub-Recipient must provide copies of project payments in the form of cancelled checks, vendor receipts, etc. when submitting each disbursement request, including the final.

**10. Progress report due: September 15, 2022**

**Final report due: January 30, 2023**

11. Termination. Recipient may terminate this agreement in the event of a material breach of any of its terms and conditions. The Recipient shall provide 30 days written notice to the specifying the purported breach. If the cures the particular breach within 30 days of the dates of such notice to the

satisfaction of the Recipient, this Agreement shall continue in full force and effect as if the notice had not been issued, If the defaulting party fails to cure the breach, this Agreement shall terminate 30 days from the date of the termination notice.

12. Remedies on Occurrence of an Event of Default.

- A. Recipient shall have the benefit of all rights and remedies to which it is entitled upon any Event of Default, both at law and in equity. Recipient may exercise any and all remedies provided in the Agreement and at law or in equity; and,
- B. Recipient may protect and enforce its rights by appropriate judicial proceedings, including, in appropriate cases, an award of specific performance or other equitable remedy in aid in the exercise of power granted in or pursuant to this Agreement.

13. Indemnification. Sub-Recipient hereby agrees to indemnify, defend, hold harmless the Recipient, the Washington-Rochambeau Revolutionary Route National Historic Trail, and the National Park Service, its elected/appointed officials, its municipal agencies and departments, its employees, agents and representatives against and from any and all claims, demands, suits and actions of every nature and description, including attorney's fees and court costs connected therewith, brought against the Recipient and/or the Washington-Rochambeau Revolutionary Route National Historic Trail, National Park Service , its elected/appointed officials, its municipal agencies and departments, its employees, agents and representatives arising from or in connection with any willful or negligent act or omission of Sub-Recipient, its agents, employees, representatives, assigns or successors in the performance of this Agreement.

14. Insurance. Sub-Recipient shall procure and maintain during the life of this agreement and present to W3R-US a certificate of insurance naming W3R-US and WARO as co-insured:

- A. **General and/or Event Liability Insurance** at limits of not less than \$1 Million per occurrence for claims arising out of bodily injuries or death, and property damages. If food and/or liquor is/are to be involved in the event, a Liquor and Food Liability Policy is also required.
- B. Coverage shall not be suspended, voided, cancelled or reduced in coverage in limits, except by the reduction of the applicable aggregate limit by claims paid, until 45 days prior written notice has been given to Recipient. There will be no exception for non-payment of premium, which is 10 days' notice of cancellation.
- C. Failure to obtain insurance coverage as required shall constitute an immediate event of default.

15. Records. Sub-Recipient agrees (a) to maintain proper books and records adequate to enable independent certified public accountants or federal government IG auditors to certify the total cost of the project and to certify that the Sub-Recipient has used the funds solely for eligible costs, (b) to retain such books and records for seven years from receipt of the final disbursement under this Agreement, and (c) to make such books and records available for inspection, auditing/copying, etc. by Recipient and WARO and their auditors, agents and representatives at all reasonable times.

16. Sub-Recipient Share/Cost Share. W3R-US will have no role in documenting or administering any aspect of the Sub-Recipient funded amount or cost share. Instead, Sub-Recipients will work directly with the WARO Trail Administrator on their cost share.

17. Compliance with Laws. Sub-Recipient shall comply with all federal, state and local laws, rules, regulations and orders applicable to the disbursement of the funds for the Project, now in effect and hereinafter reenacted.

Sub-Recipients shall comply with Title VI and Title VII of the Civil Rights Act and other such requirements of the Department of the Interior.

Sub-Recipients shall comply with provisions of OMB 2CFR, Part 230 Cost Principles for Non-Profit Organizations: <http://www.gpo.gov/fdsys/granule/CFR-2012-title2-vol1/CFR-2012-title2-vol1-part230/content-detail.html>

In addition, Sub-Recipients shall comply with the following federal guidelines:

**Federal Anti-deficiency Act** – provides that work that is a match or requires funding may not begin until notification of a financial award that funds are available. Federal Anti-deficiency Act is legislation enacted by the United States Congress to prevent the incurring of obligations or the making of expenditures in excess of amounts available in appropriations or funds.

**The National Environmental Policy Act of 1969** – declares a national policy which will encourage productive and enjoyable harmony between man and his environment; to promote efforts which will prevent or eliminate damage to the environment and biosphere and stimulate health and welfare of man; to enrich the understanding of ecological systems and natural resources important to the Nation; and to establish a Council on Environmental Quality.

**Title IV of the Civil Rights Act of 1964** – provides that no person in the United States shall, on the grounds of race, color or national origin be excluded from participation or be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance (Section 601)

**Title IX of the Education Amendments of 1972** – provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any educational program or activity receiving Federal financial assistance.

**The Age Discrimination Act of 1975** – provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any educational program or activity receiving Federal financial assistance.

**Section 504 of the Rehabilitation Act of 1973** – provides that no otherwise qualified person with a disability in the United State, shall, solely by reason of his /her disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any educational program or activity receiving Federal financial assistance.

**Fair Labor Standards Act** – requires that all personnel employed on projects or productions which are financed in whole or in part through Federal financial assistance will be paid no less than the minimum compensation as determined by the Secretary of Labor in Parts 3, 5, 505 of Title 29 of the

Code of Federal Regulations. No part of any project shall be performed or engaged in under working conditions that are unsanitary, hazardous, or dangerous to the health and safety of the employees engaged in the project.

**The Drug Free Workplace Act of 1988** – requires employees of the Sub-Recipient not engage in unlawful substance manufacture, distribution dispensation, possession, or use of controlled substances in the Sub-Recipient’s workplace or site.

**Public Information and Endorsements Policy**

- A. recipient shall not publicize or otherwise circulate promotional material (such as advertisements,, sales brochures, press releases, speeches, still and motion pictures, manuscripts or other publications) which state or imply governmental, NPS or WARO endorsement of a product, service or position which the Sub-Recipient represents. No release of information relating to this award may state or imply that the WARO or the NPS approves of the Sub-Recipient’s work products or considers the Sub-Recipient’s work product to be superior to other products or services.
- B. All information submitted for publication or other public releases of information regarding the project shall carry the following disclaimer:  
  

*“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial projects does not constitute their endorsement by the U.S. Government. “*
- C. Sub-Recipient must obtain prior WARO approval in writing from the Trail Administrator for any public information release regarding this award which refer to the NPS, WARO or any bureau or employees (by name and title) of theirs. The specific text, layout photographs, etc. of the proposed release must be submitted in writing to the Grant Manager with the request for WARO approval. W3R-US also requires a written request for the use of its logo.

**Use of WARO logo or NPS arrowhead. Sub-Recipient must submit a written request to the Trail Administrator for use of the logo or any other NPS or WARO branding, including any images or photographs of NPS employees in uniform. The specific text, layout photographs, etc. as well as the proposed use of the logo must be submitted in writing to the Grant Manager with the request for WARO or NPS approval.**

**Use of the W3R logo should also be requested in writing to the Grant Manager.**

18. Applicable Laws. This agreement shall be governed by and construed in accordance with the laws of the State of Delaware where W3R-US is incorporated.

19. Criminal Background Investigation Reports. For any Projects that will involve minors, as volunteers or participants, a list of all personnel, volunteer or staff, who will be leading/teaching the minors is required to be accompanied by independent authentication that there has been no history of any type of abuse involving minors.

20. No Joint Venture. Recipient, by making this Agreement or by any other action pursuant hereto, will not be deemed a partner or joint venture with Sub-Recipient, or but for the purposes herein, no other legal relationship exists between the Recipient and Sub-Recipient.

21. Notice. Where notice or approval is required hereunder it shall be given in writing to the other party by certified mail, return receipt requested, to the parties and addresses listed below:

For Recipient:  
W3R-US  
2835 Saint Paul Street  
Baltimore MD 21218  
Attn: Ellen von Karajan, Executive Director

For Sub-Recipient:  
Town of Perryville  
515 Broad Street, P.O. Box 773  
Perryville MD 21903  
Attn: Town Administrator

22. Modification. This Agreement may only be modified, altered or amended by a written Amendment to this Agreement signed by both parties.

22. Conflict of Interest. No member, official, representative, or employees of the Sub-Recipient's organization or the Recipient shall have any personal interest, direct or indirect, in this Agreement, nor shall any member, official, representative, or employee participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested.

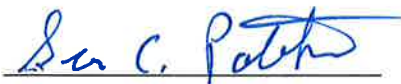
23. Recognition. The Sub-Recipient shall recognize the Recipient and the NPS WARO as a principal funding source for the project in all physically and electronically published materials that refer to the Project, including interior and exterior signage:

*"This Project has been financed in part through funds from the NPS WARO and managed by W3R-US. WARO works to preserve and interpret the routes taken by American and French troops from 1780-1783 and to commemorate the role of the critical French-American alliance in the victory over British forces at the siege of Yorktown, Virginia. "*

24. Grant Manual. The Grant Manual prepared by the Recipient is included and made a part of this Agreement. Sub-Recipient certifies, by signing below, that a responsible office of the Sub-Recipient has read and understood the Grant Manual prior to the execution of this agreement.

25. Entire Understanding. This Agreement expresses the entire understanding between the parties here to with respect to the matters set forth herein and neither part shall be bound by any terms, covenants or agreements not herein contained.

WITNESS:



SUB-RECIPIENT

By: 

Print name: Matt Roath

Title: Mayor, Town of Perryville

Date: 8/18/2022

**RECIPIENT**

*National Washington-Rochambeau  
Revolutionary Route Association*

By: *Ellen von Karajan*

Print name: Ellen von Karajan

Title: Executive Director

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

*Page 7, Being the final page of this Agreement*

*Form date July 6, 2020*

January 4, 2022

Jennifer Pitts, Director  
Rodgers Tavern Museum  
259 Broad Street  
Perryville, MD 21903  
Office: 410-642-2164  
Cell: 301-643-1918

### Request for Matching Funds

#### Project Synopsis:

The Town of Perryville is applying for a one year mini-grant from the Lower Susquehanna Heritage Area Greenway (LSHG), one of Maryland's Certified Heritage Areas. The total project budget is \$10,000.00. There is a 1:1 match requirement. The Town is asking for \$5,000 from the LSHG and contributing \$2,500.00 in-kind support (grant management, research support, and public presentation). We are seeking \$2,500.00 from the National Washington Rochambeau Revolutionary Route Association Inc. will be part of the 1:1 match required by the LSHG. Proof of available matching funds must be submitted as part of the application.

#### Budget:

\$5,000.00 LSHG  
\$2,500.00 Town of Perryville (in-kind)  
\$2,500.00 W3R (cash)  
\$10,000.00 Total Project Budget

November 11, 2021 Application Deadline  
December 2021 Awards Announced  
January 2022: Project begins

#### Project Description:

The Town of Perryville seeks a qualified Historian with appropriate professional qualifications and experience working with Revolutionary War records to conduct intensive research into the history of Col. John Rodgers, one of four tavern keepers at the Susquehanna Lower Ferry in Cecil and Harford Counties (modern day Perryville and Havre de Grace), Maryland from 1776-1783. A professionally completed report will provide an understanding of Col. Rodgers' participation in the Revolutionary War within a local, regional, and national context. Emphasis will be placed on determining his role assisting American and French troop movements across the Susquehanna River at the Susquehanna Lower Ferry during the March to and from Yorktown. This work will be utilized in future institutional planning and public educational



program activities. The historian will present their findings to the public in the form of a public presentation.

The RFQ will be disseminated through listserves such as Museum-L, job postings on museum associations such as the American Alliance of Museums, American Association for State and Local History, National Council on Public History, the Town and Museum's website, local university career services sites, and general job websites such as Indeed, ziprecruiter, simplyhired and any other appropriate job posting website.

As part of the Town of Perryville, the museum follows established Town procurement processes. Additionally, researchers are evaluated using a basic Consultant Evaluation Matrix.



**CERTIFICATE OF POOL COVERAGE**  
LOCAL GOVERNMENT INSURANCE TRUST  
ENABLING LEGISLATION AUTHORITY OF  
LOCAL GOVERNMENTS TO POOL  
INSURANCE CODE §19-602, MD. CODE ANN.

**CERTIFICATE HOLDER:**

W3R-US  
2835 Saint Paul Street  
Baltimore, MD 21218

**TRUST PARTICIPANT:**

Town of Perryville  
P.O. Box 773  
Perryville MD 21903  
Policy # PLP-454500-2022/23-07

**COVERAGE PERIOD:** Effective 12:01 A.M. E.S.T. on 7-1-2022 to Expire at 12:01 A.M. E.S.T. on 7-1-2023.

**CERTIFICATE HOLDER SHOWN ABOVE INCLUDED AS:** Proof of Coverage

Coverage	Deductible	Limit
General Liability	\$0 Each Occurrence	\$1,000,000 Each Occurrence \$3,000,000 Annual Aggregate Limit

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the documents as issued by the Local Government Insurance Trust. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of pool coverage is issued or may pertain, the coverage afforded by the Local Government Insurance Trust documents described herein is subject to all the terms, exclusions and conditions therein. Should any of the applicable documents be canceled before the date shown, the Local Government Insurance Trust will endeavor to mail 45 days written notice to the certificate holder, but failure to do so shall not impose obligation or liability of any kind upon the trust or its representatives.

**ADDITIONAL INFORMATION: Evidencing liability coverage regarding the Washington-Rochambeau Grant**

**\*\*Attn: Ellen Von Karajan, Executive Director**

Authorized Representative  
LOCAL GOVERNMENT INSURANCE TRUST

8-8-2022

ISSUE DATE  
Cert # 35083

**MAYOR AND COMMISSIONERS OF THE TOWN OF PERRYVILLE**

**RESOLUTION NO. 2022-10**

**A RESOLUTION AUTHORIZING AND APPROVING THE TOWN OF PERRYVILLE TO ACCEPT A CERTAIN GRANT FROM THE NATIONAL WASHINGTON-ROCHAMBEAU REVOLUTIONARY ROUTE ASSOCIATION**

EXPLANATORY STATEMENT: The Town of Perryville ("Town") applied for and has been awarded a grant in the amount of \$2,500 ("Grant") from the National Washington-Rochambeau Revolutionary Route Association to finance, in part, the costs of a specific Rodgers Tavern Historical Research Project, to support a research project on Mr. John Rodgers and the role he played in supporting the March to Yorktown along the Washington-Rochambeau Revolutionary Route National Historic Trail. The award of the Grant is subject to the terms of a Grant Agreement ("Agreement") in a form substantially as attached to this Resolution as Attachment 1 and other documents evidencing the Grant ("Grant Documents"). The Mayor and Commissioners of the Town of Perryville deem it in the interests of the Town and its residents to accept the Grant.

NOW, THEREFORE,

BE IT RESOLVED BY THE MAYOR AND COMMISSIONERS OF THE TOWN OF PERRYVILLE that the Mayor and Commissioners hereby approve and authorize the Town to accept the Grant in accordance with the terms and provisions of the Agreement and other Grant Documents; and

BE IT FURTHER RESOLVED that George Patchell, Town Administrator, is hereby authorized and directed to execute, attest and deliver on behalf of the Town the Grant Agreement, Grant Documents, and any other documents related thereto, reasonably necessary, convenient, or desirable to effectuate the acceptance of the Grant by the Town, all of which are hereby approved by the Mayor and Commissioners; and

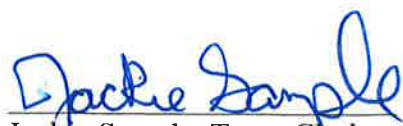
BE IT FURTHER RESOLVED that George Patchell, Town Administrator, is hereby authorized and directed to accept on behalf of the Town any Grant funds payable to the Town; and

BE IT FURTHER RESOLVED that the Mayor and Commissioners hereby ratify, confirm and validate all actions heretofore taken with respect to the Grant by the Town Administrator and any other officials, employees or agents of the Town; and

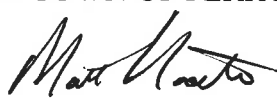
BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its passage.

READ AND PASSED THIS 2<sup>nd</sup> day of August, 2022.

ATTEST:

  
Jackie Sample, Town Clerk

MAYOR AND COMMISSIONERS OF  
THE TOWN OF PERRYVILLE

  
Matt Roath, Mayor