

Community Grant Program Grant Agreement

Grant Agreement and General Grant Conditions

This Community Grant Program Grant Agreement (the “Agreement”) is entered into by and between the Connecticut Port Authority (the “Authority”) and the grantee identified below (the “Grantee”). The Authority administers the Community Grant Program (the “Program”) to strengthen Connecticut’s maritime economy by enhancing waterfront access, promoting maritime tourism, and supporting community-based initiatives associated with ports, harbors, riverfronts, navigable waterways, and waterfront destinations.

Award Summary

Grant Award Number	Click or tap here to enter text.		
Grantee Legal Name	Click or tap here to enter text.		
Project Name	Click or tap here to enter text.		
Project Category	☐ A – Tourism Infrastructure ☐ B – Community Activation and Education ☐ C – Planning and Capacity Building	\$ _____ \$ _____ \$ _____	
Total Amount	\$ Click or tap here to enter text.		
Project Period	Start: Click or tap here to enter text. End: Click or tap here to enter text.		
Primary Contact	Name: Click or tap here to enter text. Title: Click or tap here to enter text. Email: Click or tap here to enter text. Address: Click or tap here to enter text. Phone: Click or tap here to enter text.		

General Grant Conditions

- Award and Incorporated Documents.** Subject to the availability of funds within the Authority’s approved fiscal budget, the Authority awards the Grantee the amount stated above for the approved project. The grant application, approved project narrative, approved budget, project timeline, grant notification letter, and any written amendments approved by the Authority are incorporated into this Agreement by reference. If those documents conflict, this Agreement takes precedence, followed by the grant notification letter and then the approved application materials.

2. **Eligibility and Good Standing.** The Grantee represents that it is an eligible Connecticut-based or Connecticut-serving municipality, Connecticut State University or College, nonprofit organization in good standing, or other entity expressly approved by the Authority. The Grantee shall maintain any legal, tax-exempt, public-entity, and organizational status necessary to receive and administer the grant throughout the project period.
3. **Authorized Purpose and Maritime Benefit.** The Grantee shall use grant funds only for the project and purposes approved by the Authority. The project must retain a clear and direct maritime connection and provide a measurable public benefit to Connecticut's ports, harbors, riverfronts, navigable waterways, or waterfront communities through public access, tourism, community activation, education, planning, or capacity-building outcomes. Grant funds may not be redirected to another project or purpose without the Authority's prior written approval.
4. **Allowable Costs.** Grant funds may be used only for costs included in the approved budget and permitted by the Program. Allowable costs may include program supplies, event logistics, signage, design and printing, consultant support, educational materials, equipment directly tied to the approved project, and small-scale visitor amenities. Any cost not clearly authorized by the approved budget must receive the Authority's prior written approval.
5. **Prohibited Costs.** Grant funds may not be used for general operating support unrelated to the approved project; lobbying or political activity; alcohol; deficit reduction; fundraising expenses; religious worship or sectarian instruction; staff salaries; major capital construction; or costs incurred before award approval or outside the approved project period, unless the Authority expressly authorizes such costs in writing.
6. **Project Performance, Public Access, and Accessibility.** The Grantee shall complete the project substantially as approved and within the project period. Physical improvements and public-facing infrastructure must be accessible to the general public, with any access restrictions or fees applied reasonably and uniformly. The Grantee shall comply with applicable accessibility requirements, including the Americans with Disabilities Act, and shall ensure that project activities and improvements are delivered in a manner consistent with the public-benefit representations in the approved application.
7. **Site Control, Permits, and Legal Compliance.** For a project involving a specific site, the Grantee shall maintain site control or written authorization from the property owner for the duration reasonably necessary to perform the project. The Grantee is solely responsible for obtaining all required approvals, licenses, and permits and for complying with all applicable federal, state, and local laws, regulations, ordinances, and requirements.
8. **Changes and Required Notices.** The Grantee shall promptly notify the Authority of any material change involving the project scope, timeline, budget, location, partnerships, key personnel, site control, legal or tax status, ability to expend the award for its intended purpose, or compliance with this Agreement. The Grantee must obtain the Authority's prior written approval before making a material change or reallocating grant funds among purposes or budget categories.

- 9. Financial Records, Access, and Retention.** The Grantee shall maintain complete and accurate books, records, invoices, receipts, contracts, proof of payment, and other documentation sufficient to demonstrate how grant funds were used. The Grantee shall provide the Authority reasonable access to relevant files, records, personnel, and project sites for audits, verifications, monitoring, or investigations concerning the grant. Grant records must be retained for at least six years after project completion or termination, or longer if required by applicable law.
- 10. Reporting and Closeout.** Grantees shall:
- Notify the Authority within five (5) days of any modifications to the original application by email to funding@ctportauthority.com.
 - Include wording that “Funding for this project is provided by the Connecticut Port Authority”.
 - Include the Authority’s logo on all marketing materials.
 - Facilitate attendance or presentations by the Authority’s staff, where applicable.
 - Grantees must notify the Authority of material scope, timeline, budget, or compliance issues.
 - Submit a closeout report within 30 days after project completion summarizing what was implemented, itemization of grant fund expenditures, key outcomes, attendance or participation metrics where applicable, photographs or other documentation, and lessons learned.

Activities must occur within six (6) months of the Application Period End Date.

- 11. Publicity, Acknowledgment, and Use of Materials.** The Grantee shall acknowledge the Authority’s support in publicity and project materials in the manner specified by the Authority and shall obtain prior approval before using the Authority’s name or logo. The Grantee authorizes the Authority to publicly recognize the award through announcements, reports, newsletters, news releases, websites, social media, check presentations, photographs, and other public-facing communications. This authorization includes the grant amount and purpose, the Grantee’s name and logo, and photographs or materials voluntarily provided by the Grantee, subject to applicable law and any written restrictions accepted by the Authority.
- 12. Unexpended or Disallowed Funds.** The Grantee shall return to the Authority any unexpended funds and any portion of the award used for an unauthorized, unsupported, ineligible, or disallowed purpose. Unless otherwise directed in writing, amounts due must be returned within 30 days after the Authority’s written demand or the project closeout determination, whichever occurs first.
- 13. Suspension, Termination, and Remedies.** The Authority may discontinue, modify, suspend, or withhold payments; terminate the award; or require a total or partial refund if the Grantee fails to comply with this Agreement, if the project can no longer accomplish its approved purpose, if material information supplied by the Grantee is inaccurate or incomplete, if action is necessary to protect the objectives of the Program, or if required to comply with applicable law, regulation, fiscal constraints, or the Authority’s approved budget. The Authority’s rights and remedies are cumulative and do not limit any other remedy available by law.

- 14. Amendments; Assignment; Entire Agreement.** This Agreement may be amended only by a written instrument approved by the Authority and accepted by the Grantee. The Grantee may not assign or transfer the award, this Agreement, or responsibility for the approved project without the Authority's prior written approval. This Agreement and the incorporated documents constitute the complete agreement regarding the award and supersede prior oral or written understandings concerning the same subject matter.
- 15. Conflict of Interest.** No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or sub-grant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or sub-grant or when the individual employee is related to any of the foregoing persons.
- 16. Funding Limitation.** Funding of this project in no way obligates the Authority to fund the project in excess of the Grant funds awarded, beyond the period of this grant, or in future years.
- 17. Independent Contractor.** The Grantee shall act as an independent contractor in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee shall notify the Authority of the contractor's identity.
- 18. Americans with Disabilities Act.** This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the Grant period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, shall render the Grant voidable at the option of the Authority upon notice to the Grantee. The Grantee warrants that it shall hold the Authority or the State harmless from any liability, which may be imposed upon the Authority and the State as a result of any failure of the Grantee to be in compliance with this Act.
- 19. Indemnification.** The Grantee, hereby, agrees to indemnify, defend, save and hold harmless each of the Authority and the State and their respective directors, officials, officers, employees, and agents from and against (1) any breach or noncompliance with any of the terms or provisions of this Agreement, and (2) any misrepresentation in or breach of any representation, covenant, or warranty made by Grantee herein.
- 20. Nondiscrimination Certification.** Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Grantee, for itself and its authorized signatory of this Agreement, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Agreement to assure that the Agreement will be performed in compliance with the nondiscrimination requirements of such sections. The Grantee and its authorized signatory of this Agreement demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Agreement, or (C) initialing this nondiscrimination affirmation in the following box: ☐

- 21. Forum and Choice of Law.** The parties deem the Grant to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Grant to be, and it shall be, governed by the laws and court decisions of the State, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State. The Grantee waives any objection which it may now have or shall have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- 22. Special Grant Conditions.** The Grantee agrees to comply with all applicable laws, concerning the project, along with the Special Grant Conditions, if any, issued in connection with this specific Grant, and which are hereby made a part of this award.

Acceptance and Signatures

By signing below, each party acknowledges that it has reviewed this Agreement and agrees to be bound by its terms. The Agreement becomes effective on the date of the last signature below.

[GRANTEE NAME]

By: _____

Printed Name: _____

Title: _____

Date: _____

CONNECTICUT PORT AUTHORITY

By: _____

Printed Name: _____

Title: _____

Date: _____

Program questions and grant-administration correspondence: funding@ctportauthority.com