

Terms and Conditions of Grant Agreement

This grant agreement details the responsibilities of Parks & Trails New York (PTNY) and your organization ("Grantee"), and the terms and conditions of the Genesee Valley Trail Town Grant (GVTT Grant) that has been awarded to your organization. Please note that before any grant funds can be disbursed, PTNY requires this grant agreement to be signed and submitted.

The GVTT Grant is contingent upon the terms and conditions stated in this Grant Agreement.

Please carefully read this Grant Agreement as it contains important information about your grant funding, reporting requirements, and other items. Failure to comply with the terms of the Grant Agreement may adversely affect your organization's eligibility for future grants from Parks & Trails New York.

Promotion & Acknowledgement

Grantee is required to acknowledge Parks & Trails New York and the GVTT Grant in all materials produced with this grant funding, including but not limited to newsletters, outreach and communications materials, maps, displays, plans, websites, signage, and kiosks. Please use the following language: *"The [Project Name] project was supported with funding from the Genesee Valley Trail Town Grant program administered by Parks & Trails New York and made possible by the Ralph C. Wilson Jr. Foundation."*

Parks & Trails New York must also be listed as a funder in annual reports and/or other publications recognizing financial contributions to the organization's work.

Grantee gives PTNY permission to highlight this project to promote and publicize GVTT Grants or the Genesee Valley Trail Town Initiative, and to use, with citation, any and all digital photographs provided with the grant proposal and subsequent reports. Grantee agrees to forward press announcements and articles related to this grant-funded project and provide photos of the completed projects or materials funded through this grant to PTNY.

Eligibility

Grantee affirms that it meets all requirements of the GVTT Grants and is in compliance with all applicable state and federal laws. Grantee agrees to maintain all eligibility requirements and to remain in compliance with all applicable state and federal laws throughout the grant period.

For non-profit applicants, Grantee agrees to maintain non-profit status throughout the grant period.

Grantee agrees immediately to notify PTNY, in writing, if:

- a. Grantee's federal tax status is revoked or altered;
- b. Grantee has reasonable grounds to believe that its tax-exempt status may be revoked or altered; or
- c. Grantee's agreement with their fiscal agent has expired or has been terminated.

In the event that Grantee's tax-exempt status is revoked or altered before all funds under this grant are dispensed, this grant contract will be considered null and void and all obligations of PTNY hereunder will terminate.

Grant Period

The grant period for the GVTT Grants is 12 months from the first of the month following the distribution of the first installment (e.g., if check is distributed May 21, grant period will begin June 1 and end May 30 of the following year). All expenses charged and activities supported by this grant should be completed within the grant period stated above. Requests for extensions will be considered on a case-by-case basis and must follow PTNY's extension request protocol (see below).

Matching Funds

Grantee agrees to secure and document a 15 percent match, 100 percent of which may be in-kind.

Matching funds must be verifiable and documented in the Final Expense Report. It is the responsibility of the Grantee to contact PTNY with any questions regarding matching requirements.

Workers Compensation and Disability Benefits Insurance

All GVTT grantees must provide proof of coverage, or exemption from coverage, for both Workers Compensation and Disability Benefits Insurance. Acceptable means of proof are listed in the Follow-up Documentation Form.

PTNY will review materials submitted by Grantee to ensure coverage (if required) is current, that PTNY is named as the source of the grant and that the Grantee has provided an acceptable means of proof. It is the responsibility of the Grantee to contact PTNY with any questions regarding Workers Compensation or Disability Benefits Insurance requirements.

[Upload Workers Comp and Disability Benefits Documentation]

Projects on OPRHP property

If your project is located on OPRHP property, you must get approval from the Park Manager, and follow all requirements from OPRHP before beginning any work.

All projects located on OPRHP property will require a signed partnership agreement prior to any physical work commencing on-site.

A signed partnership agreement between the grant recipients and OPRHP must be on file before physical on-site work on the project can begin.

Reporting

Project expenditures must closely correspond with the original grant application and budget.

A Final Report is due no later than thirty (30) days after the end of the grant period. The second, and final, installment of funding (25% of the grant amount) will be distributed after this report is received and approved.

The Final Report must be accompanied by documentation of specified deliverables and verify how grant funds and match were spent. The Final Report must be completed via PTNY's online application and reporting system. If you have questions about documentation or reporting requirements, please contact PTNY.

PTNY reserves the right to review any and all Grantee files associated with this project to verify that deliverables related to this project have been completed and are consistent with the scope of work as described in the grant application.

Changes to the Scope of Work and Requests for Extensions

Significant changes to the scope, cost, or timetable of this grant-funded project require prior notification and written approval from PTNY. Grantee must notify PTNY in advance of any material changes to the grant-funded project.

Funds received by Grantee must be fully expensed and project activities completed within the stated grant period.

Should an extension be needed, Grantee must contact PTNY to have an Extension Request Form assigned through the online application and reporting system. Upon receipt of this completed Extension Request Form, PTNY may, at its discretion, offer a limited extension.

Should Grantee be unable to spend the grant funds in accordance with the project budget, revised scope of work, and/or complete the project within the original grant period or extension period, Grantee affirms the right of PTNY to recall some or all of the grant funds.

Indemnification

Grantee shall indemnify and hold harmless Parks & Trails New York and the Ralph C. Wilson Jr. Foundation from and against all losses from claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any omission or tortious act of the Grantee, its agents, employees, suppliers, or subcontractors.

Agreement

I/we have read and I/we agree to the terms of the Grant Agreement above and understand the requirements and expectations in this Genesee Valley Trail Town Grant award.

If the required follow-up documentation is not received within 60 days of signing this grant agreement, the grant award will be rescinded.

The electronic signature on this document of the person authorized to make legal contracts for Grantee will represent Grantee's acceptance of this award and agreement to comply with the stated terms and conditions of this grant. Please signify your agreement to the foregoing terms

and conditions by typing in your Name, Title, and Date in the spaces below. You must be an authorized officer of the Grantee duly empowered to make legal contracts for Grantee.

First and Last Name*

Title*

Date*

DRAFT