

*Special New York State Grants  
for Environmental Education, Cultural and Recreational Programs*

*Administered through the Office of Parks, Recreation  
and Historic Preservation*

# ***GUIDELINES***

*to prepare Grant Agreements  
for Projects  
\$50,000 and under*

*Fiscal Year*

*2009 - 2010*



*State of New York*  
**David A. Paterson, Governor**

*Office of Parks, Recreation and Historic Preservation*  
**Carol Ash, Commissioner**

**An Equal Opportunity/Affirmative Action Agency**

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**If your project involves any cosmetic or structural change to a building, involves installation of any type of fixture, or involves any ground disturbance, it may be considered a CONSTRUCTION project. Regardless of size or dollar amount you should discuss the project with your Regional Grants Representative before starting any paper work.**



**Some examples of projects that may be considered construction are:**

- **Building rehabilitation**
- **Construction or replacement of playground equipment**
- **Installation of ball fields, utility lines, and other recreational amenities**
- **Activities whose costs are part of a larger construction project**
- **Activities which require Archeology review (any ground disturbance)**
- **Activities which require Environmental review by SEQR (State Environmental Quality Review)**
- **Activities which require professionally drafted engineering plans and specifications**



# PROGRAM GUIDELINES

## FOR SPECIAL STATE GRANTS THROUGH THE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION (OPRHP)

### INTRODUCTION AND INSTRUCTIONS

Your organization has received a Legislative grant that will be administered by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP). These Guidelines will explain how to receive and account for these funds.

Funds granted through the OPRHP are considered restricted. In order to meet state requirements, grantees will need to follow certain procedures and provide/maintain specific documentation.

**A Regional Grants Representative, based on your county, has been assigned to your project and is listed on pages 2 and 3. This staff is your point of contact, to whom you should direct all questions.** If you cannot access websites referenced in this document, the Regional Grants Representative can send you hard copies of forms and instructions.

### **In order to receive your grant funds you must do the following:**

**NOTE:** NO PAYMENTS WILL BE MADE UNTIL ALL PAST DUE FINAL REPORTS HAVE BEEN SUBMITTED AND APPROVED.

- **Sign up for E-Pay.** The State now requires that payments to grantees be made electronically. Forms are available at the State Comptroller's website at <http://www.osc.state.ny.us/epay/>, by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518/474-4032. Please note that Substitute Form W-9 must be submitted to OSC with your Electronic Payments Authorization Form.
- Read Guidelines: By signing the signature pages, you are agreeing to all of the terms and conditions of these Guidelines.
- The governing body of the organization/municipality must adopt **the enclosed** Resolution for Authority to Sign Legal Documents exactly as written – submit the original and **ONE** copy.
- Review name and address information on cover page for accuracy and complete required information. Submit **THREE** originals.
- Sign and have notarized all THREE signature pages. **All three signatures and notarizations must be original, and all dates must be the same** – submit **THREE** originals.
- Complete Appendix B (budget) – submit **THREE** copies.
- Complete Block 4 of the State Aid Voucher (your organization name/address) and sign and date in Block 8. **Do not fill in any other part of the voucher** – submit the original.
- Complete Payment Request Certification including grant amount – submit the original.
- Complete Appendix D (Certification) by adding sponsor's name to Item IV. – submit **THREE** copies.
- Provide a Project Narrative: Briefly describe the project being funded by the grant, explain how the expenses included in your Appendix B (Budget) meet the legislative intent of the grant, and clearly define the project period (start and end dates of the contract) – submit **TWO** copies.
- Complete the ID form – submit **ONE**.

### **Not-for-Profit Organizations**

- Complete, sign and notarize the Vendor Responsibility Questionnaire - submit the original and one full copy of this form or notify the regional office if you have selected to file online at: <http://www.osc.state.ny.us/vendrep/templates.htm>
- Ensure that your organization is current with the filing of all required reports with the Charities Bureau of the Office of the Attorney General (OAG), State Education Department (SED), or Department of State (DOS) before you submit this grant agreement.

## DEFINITIONS

**CONSTRUCTION PROJECTS:** If your project involves any of the items described on page 4, the grant agreement forms and guidelines may not be appropriate for your project. **Please contact your Regional Grants representative before completing any paperwork.**



**GRANTEE:** Your organization, the recipient of the funds, is the grantee. Other terms, for current purposes, may be used to identify the grantee, such as contractor or vendor, but for this program all such terms indicate the same thing.

**PROMPT CONTRACTING (ARTICLE 11-B):** Funds for your project must be expended within a specific time, identified on the Cover Page of the Contract as the “Initial Contract Period.” Since the legislative sponsors intended that these funds would support your organization’s expenses during the Fiscal Year in which they were awarded, the start date can be as early as April 1, 2009. However, State Prompt Contracting Law (Article 11-B of the State Finance Law) assumes that project work will not begin until after the Contract is executed. To allow time for processing paperwork, we recommend a start date six weeks after you submit the necessary documents to us. If you wish to apply the grant to expenses incurred prior to that, please execute the “waiver of interest agreement,” included in your Grant Agreement package. Please also note your desired start date on the Identification Page and in your Project Narrative. The end date of the Contract has been set as June 30, 2010; this date can be extended if the funds are reappropriated in a subsequent fiscal year.

**STATE OF NEW YORK GRANT AGREEMENT:** This is your contract for the funds. The Body of the Agreement is included on the last six pages of these Guidelines. **Your organization is referred to as CONTRACTOR in this document.**

**PROJECT PERIOD** (listed on the cover page of the Grant Agreement): **Only services performed, or goods delivered, between the start date of your contract and June 30, 2010 are allowable.**

**PUBLIC BENEFIT:** All projects must result in a public benefit. If you are a sectarian entity, fraternal organization or private club, contact your Regional Grants Representative to discuss the public benefit being derived from the use of these funds.

**FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):** All organizations MUST have a Federal ID number even if there are no paid employees. **If you do not have one, contact the Internal Revenue Service at [www.irs.gov/businesses/small/article/0,,id=102767,00.html](http://www.irs.gov/businesses/small/article/0,,id=102767,00.html).**

**NYS CHARITIES REGISTRATION NUMBER:** All not-for-profit organizations that receive grants from NYS must have a NYS Charities Registration Number from the Charities Bureau of the Office of the Attorney General. Some may also be chartered by the State Education Department or Department of State. Your reporting requirements must be current with the appropriate agency before you submit this grant agreement. Your Regional Grants Representative will confirm the status of your reports. **Delinquency will prevent your project from being processed until status is current.** If your organization is delinquent, it is your responsibility to rectify the situation and notify OPRHP once status is current. This is NOT the same number as the NYS sales tax exempt number, or the Federal Employer Identification Number.

Requirements, further information and forms can be found at: [www.charitiesnys.com](http://www.charitiesnys.com)

**E-PAY:** The State requires that all grant payments be made electronically. No payments will be made until the grantee has complied with the State Comptroller’s electronic payment procedures. Forms may be obtained at the OSC website, [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 518-474-4032. Please note that Substitute Form W-9 must be submitted to OSC with your Electronic Payments Authorization Form. Exceptions to the policy due to extenuating circumstances must be approved by the Commissioner of OPRHP.

## CONTENTS OF THE GRANT AGREEMENT

### COVER AND SIGNATURE PAGES:

Before you sign the signature pages, review the cover page information and verify that it is correct. If it is incorrect and the change is minor, please **cross out the incorrect information on all three originals, legibly print the correct information, and initial the change**. If the change is more extensive, contact your Regional Grants Representative, who will let you know if you can correct it yourself or if we should send you another cover page. For your review of the cover page:

1. Verify the contractor name is the legal name of your organization.
2. Verify the address is the correct mailing address.
3. **For Not-for-Profits:**
  - a. Add the Charities Registration Number.
  - b. Add the Federal Employer Identification Number.
  - c. Add the Status - Sectarian entity and Not-for-Profit.

You will complete and return **three originals** of **both** the **cover** and the **signature pages**.

APPENDIX B (PROJECT BUDGET): This document lists all of the eligible expenses, or work elements, allowed to be funded by this grant program. If your project necessitates a work element not listed on Appendix B, contact your Regional Grants Representative before signing and submitting these forms.

An Appendix B will be attached to each of the THREE copies of the STATE OF NEW YORK GRANT AGREEMENT cover and signature pages. Please **FILL IN** the appropriate lines with the costs being incurred under the grant. Place a "0" or "N/A" on the lines that do not apply. Be sure that these costs correspond to the purpose of the funds identified just above the budget categories following the term "**solely and directly for**", that every line has a dollar amount or "0" or "N/A", and that the amounts total the grant award.

Once the Grant Agreement is signed by you and the STATE, changes to Appendix B can only be made with approval of OPRHP. Please contact your Regional Grant Representative if such changes are needed.

The following is a list of items that are **NOT** eligible. **Do not pay for any expenses in cash.**

**Restrictions on use of funds** – these items and costs associated with them include, but are not limited to:

- |                                  |                                   |
|----------------------------------|-----------------------------------|
| Scholarships                     | Receptions                        |
| Prizes and Awards                | Sales, Property Taxes             |
| Consumables (Food and Beverages) | Refundable Deposits               |
| Lobbying                         | Re-grants                         |
| Fundraising Events               | Fines                             |
| Late Fees                        | Endowments and Revolving Funds    |
| Ticket Subsidies                 | Uniforms to be kept by the wearer |
- \*Sectarian Activities: \*This includes any activity that benefits a religious organization in any way beyond that which is provided for the general public.

CERTIFICATION: Appendix D Certification Form. **Please indicate the name of legislative sponsor who awarded the grant in item IV.**

## **ADDITIONAL FORMS TO BE COMPLETED AND RETURNED IN ORDER TO PROCESS YOUR GRANT AGREEMENT AND PAYMENT**

**VENDOR RESPONSIBILITY QUESTIONNAIRE:** Not-for-Profit Organizations must submit a Vendor Responsibility Questionnaire with the proposal, as mandated by the NYS Office of the State Comptroller. Please complete and have the document signed and notarized. **Your organization is referred to as VENDOR in this document.**

**STATE AID VOUCHER:** This document is used to process your payment. **Complete sections 4 and 8 ONLY, leaving “name of municipality” blank. Do not complete any other sections of this form. This document can also be downloaded from <http://www.nysparks.state.ny.us/grants/forms-resources.aspx>**

**CONTRACTOR PAYMENT REQUEST CERTIFICATION:** This form must accompany the voucher in order for payment to be processed. Please complete top section of this form, print name, sign and date form in the appropriate place.

**PROJECT NARRATIVE:** Include a **brief** description of the project to be funded by this grant. This narrative should reflect the legislative intent of the grant award (described under “solely and directly” on Appendix B budget), explain Appendix B expenditures and clearly define the project period (start and end dates of the contract).

**RESOLUTION:** The Board of Directors, or appropriate governing body of the organization, must adopt the enclosed Resolution, exactly as worded. It is not necessary to send the approved minutes of the meeting, but the Secretary or recording official of the organization (not the authorized signer) must certify that the Resolution was adopted exactly as written.

**IDENTIFICATION PAGE:** Complete the ID page.

### **FORMS NOT INCLUDED WITHIN THESE GUIDELINES BUT REQUIRED TO BE SUBMITTED FOR CLOSEOUT:**

**FINAL REPORTS:** Unless otherwise specified in the grant agreement, the Final Report is due within 60 days after grant funds have been spent, or 60 days after the contract end date, whichever comes first. Final Report forms and instructions are available online at <http://nysparks.state.ny.us/grants/forms-resources.aspx>. Final report must be submitted to your regional grants Representative.

A Final Report consists of:

1. An accounting of all expenses in ATTACHMENT A format, and
2. A signed Final Report Certification Form.

Page 2 of Appendix C provides additional details on final reporting requirements. Projects which include any type of work on buildings or grounds must include photographic documentation of the completed project.

If any changes have occurred since the executed agreement, you **MUST** contact your Regional Grants Representative.

**FAILURE TO SUBMIT FINAL REPORTS MAY JEOPARDIZE FUTURE GRANT PAYMENTS.**

## REQUIREMENTS AND PROCEDURES

By signing your **SIGNATURE PAGES**, you are certifying that you have read and understood the procurement and payment procedures and documentation required. Some will apply to your grant, while others will not, depending on the purpose of the funding. Do not send any of these materials to OPRHP. It is your responsibility to comply with the procedures and maintain ALL documentation in your file for a period of six years from close-out submission (if your final report is inadequate you will be contacted). These are subject to audit by both OPRHP and the Office of the State Comptroller.

PROCUREMENT: Goods and services must be obtained (procured) in a manner to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

**Municipalities** are required to have a written procurement policy, in accordance with General Municipal Law. Not-for-Profits are encouraged to have a written procurement policy. For those organizations that do not have one, we offer the following “Best Practices”:

A. CONSULTING SERVICES (for professional services)

- For all consultant contracts, a request for proposal (RFP) should be developed. The following documentation should be maintained in your grant file.
  1. A copy of the RFP,
  2. A list of those persons or firms invited to respond to the RFP or a copy of the advertisement,
  3. A list of persons or firms and their responses,
  4. A list of committee members who will review the responses,
  5. Criteria used to evaluate the responses,
  6. The reason the selected person or firm was chosen, and
  7. A copy of the contract with the selected consultant.
- For *ongoing services*, an RFP should be developed at the end of each contract term. For example, if you use the same auditing firm for a period of years, you should have a written agreement which includes an ending date. When the agreement ends, auditing services are subject to a new procurement. Contract/Agreements are recommended for periods of no longer than **FIVE** years.

B. PERFORMANCE SERVICES: Copies of contracts or performance agreements entered into for the services of performing artists, technicians, and others who are hired for a specific task, but are not on payroll, must be maintained in your grant file.

C. PURCHASE OR RENTAL OF EQUIPMENT, SUPPLIES AND MATERIALS: For such items, the procurement process that demonstrates compliance must be maintained in your grant file.

- A grantee must maintain an inventory of equipment purchased from OPRHP funds.
- A list of model and serial numbers of items purchased must be maintained in your grant file. Such equipment must be available for visible inspection during the contract period as well as for a minimum of five years thereafter.
- Copies of rental agreements must be maintained in your grant file.

D. PRINTING/PUBLICATIONS: OPRHP will fund printing expenses only if the product is available to the public free of charge. A copy of each publication must be maintained in your grant file.

## ACCOUNTING REQUIREMENTS

All OPRHP funded expenditures must be identifiable in the accounting records as such. This is accomplished by writing "OPRHP" in the payroll records, cash disbursements journal, check register, on invoices, receipts, cancelled checks, and any other appropriate documents. Do not send any of these materials to OPRHP, unless requested.

### **The following must also be kept on file for six years from close-out.**

- A. PAYROLL RECORDS - Each grantee must maintain complete and accurate records in the area of time-attendance and leave accruals for employees. Accurate recording of time-attendance and leave accruals serves as the determinant of regular and overtime (if applicable) pay for both salaried and wage employees. In many instances, grantee employees are required to perform duties for several different grants. In order to obtain an equitable allocation of costs under such conditions, a proper distribution of time, based on accurate time records, is mandatory.

Accounting records for all employees must include the following:

- Wage or salary amount;
- Payroll register showing gross salary, deductions, net salary and check number;
- W-2 Form;
- W-4 Form;
- Time and attendance records for hourly employees;
- Evidence of payment by:
  1. Cancelled checks, or
  2. Records of direct deposit, or
  3. Bank statements
- Any fringe benefits charged against OPRHP funds must be backed up by a cost breakdown of specific benefits.

- B. RECORDS FOR ALL OTHER EXPENDITURES - Required records for all other OPRHP funded expenditures include the following:

Evidence of payment by:

- Cancelled checks, or
- Records of direct deposit, or
- Bank statements, and
- Credit card receipts, statements and proof that charge was paid.

- C. CONSULTANTS, OUTSIDE PROFESSIONAL SERVICES

- Signed contracts, and
- Invoices or logs of dates and hours worked, and
- Form 1099

- D. EQUIPMENT

- Detailed invoices, and
- Confirmation page or invoice for online purchases, and
- Annual written inventory to include description, cost, date purchased, ID number, and date and means of disposition, if any.

- E. SUPPLIES, MATERIALS, UTILITIES, INSURANCE

- Detailed invoices, or
- Confirmation page or invoice for online purchases

## **INTRODUCTION**

### **To the BODY of the STATE of the NEW YORK GRANT AGREEMENT**

(Please note that your organization is referred to as the CONTRACTOR in this document.)

#### **The Grant Agreement with New York State consists of 10 pages:**

- 1) The cover page
- 2) The signature page
- 3) The (Budget) Appendix B
- 4) Appendix D Certification

Please complete these forms and submit them to OPRHP as previously instructed. Fully signed and executed copies will be returned to you.

#### **Six of those pages follow in these Guidelines**

- 5) State of New York Grant Agreement (2 pages)
- 6) Standard Clauses for Grant Agreement
- 7) Appendix A
- 8) Appendix C Payment and Reporting Schedule (2 pages)

These pages should be retained in your files and attached to the signed and executed copies of 1 through 4 above when they are returned to you. These 10 pages together comprise your grant agreement.

## **STATE OF NEW YORK GRANT AGREEMENT**

This GRANT AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT.

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

### **I. Conditions of Agreement**

A. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Appendix B (Budget) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

B. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

### **II. Payment and Reporting**

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

### **III. Terminations**

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

D. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

E. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

#### **IV. Indemnification**

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

#### **V. Property**

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations.

#### **VI. Safeguards for Services and Confidentiality**

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations.

## **STANDARD CLAUSES FOR GRANT AGREEMENT**

The parties to the attached grant agreement, contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract.

**3. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

**4. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**5. PUBLIC ACCESS.** The CONTRACTOR shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

## APPENDIX A

### EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the CONTRACTOR to provide equal employment opportunity to all people without regard to race, color, sex, religion, age, national origin, disability, sexual preference, or Vietnam Era Veteran status. The CONTRACTOR is committed to assuring that the organization will act affirmatively to develop avenues of entry and mobility for minorities, women, individual's with disabilities, and Vietnam Era Veterans through the following activities:

- Development of programmatic approaches to the elimination of all unjust exclusionary employment practices, policies and consequences;
- Development of educational and training programs for all employees, with emphasis on the CONTRACTORS goals for upgrading minorities, women, individuals with disabilities and Vietnam Era Veterans;
- Development of personnel practices, policies and career ladders to assist and encourage upward mobility of employees restricted to lower levels;
- Development of mechanisms for swift and judicious resolution of complaints of discrimination consistent with the CONTRACTORS policy, and other applicable statutes; and
- Provision of reasonable accommodations to enable qualified individuals with disabilities to enjoy equal employment opportunities and equal terms, conditions and privileges of employment.

To effectuate this policy, the CONTRACTOR has designed a plan which conforms with all relevant Federal and State non-discrimination laws and regulations including but not limited to: The Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, the Vietnam Era Veteran's Readjustment Act of 1974, and the New York State Human Rights Law. The plan applies to all job classifications and titles in this organization's jurisdiction. It governs all the CONTRACTORS employment policies, practices and actions including, but not limited to: recruitment, hiring, discipline, rate of pay or other compensation, advancement, reclassification, reallocation, promotion, demotion, discharge and employee benefits. The CONTRACTOR will ensure that its Affirmative Action Office is provided with all available resources necessary for the execution of its program responsibilities. Moreover, all managers, supervisors, and employees must make consistently diligent efforts to implement this policy in day-to-day program and employment decisions. Affirmative Action considerations will be an integral part of all organizational activities performed in the furtherance of the CONTRACTOR'S mission and in meeting their responsibilities to the State's citizens.

**APPENDIX C**  
**PAYMENT AND REPORTING SCHEDULE**  
PAGE 1 OF 2

I. Payment Provisions:

A. Payment shall be made according to the following schedule:

The STATE share of Project Cost as set forth in this Agreement shall be **reimbursed** to the CONTRACTOR electronically, in accordance with ordinary State procedures and practices. CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments which can be obtained at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any invoice submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures. Electronic payments will be made in **ONE LUMP SUM** upon execution and approval of the Agreement, and upon submission of a certificate executed by an authorized officer which shall attest that the payment received does not duplicate a request for payment from any other source for goods and services under this Agreement.

The CONTRACTOR shall submit a Voucher to the STATE for its approval and for the audit and warrant to the State Comptroller.

B. The voucher should be submitted to the appropriate Regional Grants Office for processing. The designated payment office shall be New York State Parks, Recreation and Historic Preservation at:

Agency Building #1  
Empire State Plaza  
Albany, NY 12238  
Attention: Grants Unit – 16<sup>th</sup> Floor

C. Within fifteen days of receiving the voucher, the STATE shall notify the CONTRACTOR of any problem with the voucher; for example, whether there are mistakes on the voucher or additional documents must be submitted. Once the CONTRACTOR has submitted a voucher to the STATE, the STATE will review and audit the voucher and submit it to the State Comptroller within thirty days.

D. Monies for this project are available through the Community Projects Fund created by 1996 amendments to the State Finance Law. Accounts in the Community Projects Fund have spending caps that limit the amount of monies that can be disbursed. The state will not be liable for payments pursuant to any contract, grant or agreement made pursuant to an appropriation in any account of this fund if insufficient monies are available for transfer to such account of this fund after required transfers pursuant to 99-d (3) of the State Finance Law.

**APPENDIX C**  
**PAYMENT AND REPORTING SCHEDULE**  
PAGE 2 OF 2

II. REPORTING PROVISIONS:

- A. FINAL REPORTS: Unless otherwise specified, Final Reports shall be submitted by the CONTRACTOR to the STATE no later than sixty (60) days after grant funds have been spent or 60 days after the contract end date whichever comes first.
1. A financial statement in such detail as may be required by the STATE showing the expenditure of all state monies transferred to the CONTRACTOR under this Agreement, using the ATTACHMENT A- GRANT PAYMENT SUMMARY SHEET provided.
    - a. Work Element: expenses listed in APPENDIX B of this Agreement
    - b. Contractor/Vendor/Employee
    - c. Invoice/Billing Number
    - d. Check Number/Check Date
    - e. Amount of Check
  2. A Final Report Certification signed by the Authorized Official in the Resolution or their successor.

Special State Grants Through  
NYS Office of Parks, Recreation and Historic Preservation

IDENTIFICATION FORM

Incorporated Name of Organization: \_\_\_\_\_

Printed or Typed Name of Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 9 digit zip code: \_\_\_\_\_ - \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Vendor Responsibility Questionnaire: Paper copy included: [ ] or Filed online [ ] Date \_\_\_\_

NYS Charities Registration Number: \_\_\_\_\_

Hours of Operation or Open to the Public: \_\_\_\_\_

Project ID#: PKS-\_\_\_\_\_ Grant Amount: \$\_\_\_\_\_

Contract Period: Contract Start Date \_\_\_\_\_ Contract End Date June 30, 2010

Contact Person, Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Alternate Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Address of contact person if different from above: \_\_\_\_\_

\_\_\_\_\_

Project Narrative: On a separate page include a **brief (one paragraph)** description of the project to be funded by this grant. The narrative should reflect the legislative intent of the grant award (described under “solely and directly” on Appendix B budget) and should explain Appendix B expenditures.

## Resolution for Authority to Sign Legal Documents

I, \_\_\_\_\_, the duly [elected and qualified secretary] **OR** [qualified and acting Clerk] of the  
[ \_\_\_\_\_ of \_\_\_\_\_, New York,  
(Organization Name) (place)  
a corporation subject to the Not-for-Profit Corporation Law of New York State and qualified for tax exempt  
status under the federal internal revenue code] **OR** [ \_\_\_\_\_, New York], do hereby  
(Municipality)  
certify that the following resolution was adopted at a \_\_\_\_\_ meeting of the  
(regular) (special)  
\_\_\_\_\_ held on \_\_\_\_\_, and is [incorporated in the original minutes of said  
(governing body) (date)  
meeting] **OR** [on file and of record], and that said resolution has not been altered, amended or revoked and  
is in full force and effect.

Signed: \_\_\_\_\_

WHEREAS, this organization has received a special grant in the 2009-10 New York State Budget; and

WHEREAS, there are specific requirements and regulations governing the expenditure of these funds;

NOW, THEREFORE, this body resolves the following:

1. Administration of all funds under this grant will be in accordance with all terms and conditions contained in "***GUIDELINES to prepare Grant Agreements for non-construction projects \$50,000 and under - Fiscal Year 2009 – 2010,***" provided by the New York State Office of Parks, Recreation and Historic Preservation

2. That \_\_\_\_\_, as \_\_\_\_\_ of our organization,  
(name) (title)

is hereby authorized to sign legal documents on behalf of our organization and that such signature is acknowledgement of the acceptance by this body of compliance with all terms and conditions of the grant agreement, to be executed for the grant.