



VIRGINIA OUTDOORS FOUNDATION GET OUTDOORS (GO) FUND GRANT AGREEMENT

Grant Recipient: City of Hampton
Project Title: All-Terrain Wheelchairs- Bluebird Gap Farm Trails
Approval Date: October 12, 2023
VOF Grant Number: GO2024-002
WebGrants Number: 2699
Project Period: 11/13/2023 – 11/14/2025

Project Description: Wheelchairs users do not have equitable access to the outdoors as their equipment is typically not designed to withstand rugged terrain, and they cannot risk damage to tools that they rely on for daily functioning. We aim to provide an alternative for park visitors to confidently explore our trails, shoreline, and hidden paths with all-terrain wheelchairs provided at no cost. We hope that this will make our outdoor space more accessible and inviting to wheelchair users across Hampton Roads.

Location: City of Hampton
Grant Amount: \$14,000.00

The City of Hampton, in consideration of the grant funds in the amount of \$14,000.00 being provided to it pursuant to this agreement by VOF, agrees to comply to the following terms and conditions:

GRANT POLICIES

Scope of work

1. The following are included in the grant agreement and are expected to be completed within the grant lifespan:

Deliverables

- Two all-terrain wheelchairs
2. Any variance from the listed scope of work and deliverables must be approved by VOF.

Schedule

3. All components listed above must be completed by 11/14/2025.

Reporting

4. Progress reports are required throughout the lifespan of the grant. Reports should be submitted at the time that funding/reimbursement is requested or every six months following the signing of the grant agreement. Reports should be submitted through the VOF standardized process. Additionally, a final report is due upon completion of the project. Pictures should be included if appropriate. The grant will not be considered complete, nor closed out, until a final report has been received.

Funding

- 5. Grant funds distributed shall not exceed eligible documented costs incurred, not to exceed the total grant amount of \$14,000.00.
- 6. Funding may be disbursed as progress is made. While reimbursement of expenses is preferred, up to \$1,000 may be provided at the start of a project.

Initial funds requested? (yes/no) _____ Amount (\$1,000 max): _____

Use the space below to provide a short explanation of the planned use of advance funds:

- 7. While invoices may be submitted before they have been paid, VOF will issue the payment to the grant recipient, not directly to a vendor.
- 8. Reimbursement will be made based on verified eligible expenditures. Materials to be submitted to support expense reports may include bills of sale, copies of invoices, contracts, canceled checks, etc. Include pictures to support reimbursement requests.
- 9. Funding for staff must be documented by staff time and hourly rates as well as a description of what work was completed.
- 10. The general budget is a guide for expenditure. Funds from any item category may be reallocated toward other deliverables in the grant agreement **if there is no impact to the scope of work**. The grant recipient should inform VOF regarding line-item changes greater than 10% of the total award.

Media and Publicity

- 11. The grant recipient will release information to the media informing the community of the grant award to the project and acknowledging that it has received funding from VOF.
- 12. All press releases and other printed materials and publications, audiovisuals, and signs pertaining to the project should reference the Virginia Outdoors Foundation or include the VOF logo. VOF staff is available to assist with drafting and release of press releases by request. Please contact Jason McGarvey at jmccgarvey@vof.org to coordinate.
- 13. VOF requests each project site be marked with a VOF sign, to be provided at no cost.
- 14. All material submitted as support or documentation of project progress, like photographs, may be used by VOF to promote the grant program. Any VOF publication will cite the source of the reprinted material. These records will also be deemed public records and subject to Virginia's Freedom of Information Act.

Contract Authority

- 15. Modification of this Agreement must be in a writing and signed by both parties.
- 16. The interpretation and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Virginia. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall not be affected thereby.
- 17. Neither the City of Hampton nor VOF has agreed to provide any indemnification or hold harmless agreements for the benefit of the other party. No provision, covenant, or agreement contained in this Agreement shall be deemed to be a waiver of the sovereign immunity of governmental immunity of the parties.
- 18. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors.
- 19. The individuals executing this Agreement on behalf of VOF and the City of Hampton possess all necessary power and authority to bind the parties hereto and, upon execution, this Agreement shall constitute a legal and valid obligation.

Termination:

20. VOF reserves the right to reclaim grant funds or to nullify the grant agreement if recipient fails to meet deadlines, provide required documentation, or produce listed deliverables. Specifically, if no significant progress has been made after the first year of the contract, the grant agreement may be nullified, and funds reassigned.

In witness whereof, the parties hereto have executed this contractual agreement of the dates entered below.

The Virginia Outdoors Foundation



01.10.2024

Martha Little, Deputy Director

Date

Grant Recipient, City of Hampton

(Signature)

Date

Please Print Name Here

Title



**VIRGINIA OUTDOORS FOUNDATION
GET OUTDOORS (GO) FUND
Exhibit A: General Budget**

Grant Recipient: City of Hampton
Project Title: All-Terrain Wheelchairs- Bluebird Gap Farm Trails
VOF Grant Number: GO2024-002
WebGrants Project Number: 2699
Grant Amount: \$14,000.00

Item	Expense
Two all-terrain wheelchairs including all parts and added safety features as well as shipping and handling.	\$13,836.00
Trail safety modifications and alterations, as needed	\$164.00
TOTAL	\$14,000.00

The general budget is a guide for expenditure. Items and quantities included in the budget were specified at the time of application. Alternative or substitute materials may be used without prior approval from VOF if the use and/or purpose is unchanged.

Funds from any item category may be reallocated toward other deliverables in the grant agreement **as long as there is no impact to the scope of work**. Grant recipient should inform VOF regarding line-item changes greater than 10% of total award. Grant funds distributed shall not exceed eligible documented costs incurred, not to exceed the total grant amount of \$14,000.00.