

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **-***0225

This Contract is hereby made and entered into this **4th day of October, 2010**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, (the "Agency") and **City of Durham Parks and Recreation Department**, (the "Grantee") (referred to collectively as the "Parties").

1. **Contract Documents:** This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:
 - (1) Grant Contract No. 3516
 - (2) General Terms and Conditions (Attachment A)
 - (3) Agency's Request for Proposal (RFP) (Attachment B)
 - (4) Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment C)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract Amendments in accordance with the General Terms and Conditions as described in Attachment A.

2. **Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
3. **Contract Period:** This Contract shall be effective on the 4th day of October, 2010 and shall terminate on the 20th day of May, 2011.
4. **Service Period:** The Grantee begins providing services on **10/04/2010**. The Grantee undertakes and completes its services in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee completes its services on **05/20/2011**.
5. **Grantee's Duties:** The Grantee provides the services as described in Attachment C, ([City of Durham Parks and Recreation Department Parks 2010 Adopt-a-Trail Grant](#)) and in accordance with the approved budget in Attachment C.

6. **Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed **THREE THOUSAND TWO HUNDRED FORTY FIVE DOLLARS (\$3,245.00)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Appropriations	State	NA

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$3,245.00	1601	536996	12802890

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

In-Kind	\$
Cash	\$
Cash and In-Kind	\$
Cash and/or In-Kind	\$
Other / Specify:	\$

- c. The Grantee's matching requirement is \$, which shall consist of:

In-Kind	\$
Cash	\$
Cash and In-Kind	\$
Cash and/or In-Kind	\$
Other / Specify:	\$

- d. The Grantee has committed to an additional **\$1,200.00** to complete the project as described in Attachment C.

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is **\$4,445.00**.

7. Reversion of Unexpended Funds

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

8. Reporting Requirements:

Any Grantee receiving at least \$15,000 but less than \$500,000 in state funds from the Agency within any fiscal year is required to file with each funding state agency a sworn accounting of receipts and expenditures of state funds in the format approved by the State Auditor. This accounting must be attested to by the Grantee fiscal officer and one other authorizing officer of the Grantee. This accounting must be filed with each funding state agency within six months after the end of the Grantee's operating year. If the Grantee receives STATE funds of \$500,000 or more during its fiscal year, it must file with the State Auditor and each funding agency its audited financial statements in accordance with the standards and formats prescribed by the State Auditor in Memorandum NGO-2 "Grantee Audit Reports." If the Grantee receives \$500,000 or more in FEDERAL awards during its fiscal year from any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor and to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

9. Payment Provisions:

The Agency reimburses the Grantee for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. An allowable expenditure is defined as one associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment C.

10. Invoices: The Grantee submits invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period.

Amended or corrected invoices must be received by the Agency's Office of the Controller within six months after the end of the contract period. The Agency will not pay any invoice received more than 6 months after the end of the effective period.

11. Contract Administrators: Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely written notice to the other Party.

Any changes in the scope of the contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

<p>Agency Contract Administrator: Vincent Newman-Brooks NC DENR Parks and Recreation 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone: 919-715-1846 Email: Vincent.newmanbrooks@ncdenr.gov Physical Address / Zip: 512 North Salisbury Street, Raleigh, NC 27604</p>

<p>Grantee Contract Administrator: Annette Smith City of Durham Parks & Rec 101 City Hall Plaza Durham, NC 27701 Telephone: 919-560-4355 Fax: 919-5604021 Email: Annette.smith@durhamnc.gov</p>	<p>Grantee Principal Investigator or Key Personnel Same</p>
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- 12. **Grantee Principal Investigator or Key Personnel:** The Grantee shall not substitute the Principal Investigator or key personnel assigned to the performance of this contract without prior approval by the Agency Contract Administrator.
- 13. **Disbursements:** As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
 - a. Implement adequate internal controls over disbursements;
 - b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
 - c. Assure adequate control of signature stamps/plates;
 - d. Assure adequate control of negotiable instruments; and
 - e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.
- 14. **Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.
- 15. **Assurances For Non-Federally Funded Contracts:** The GRANTEE certifies that with regard to:
 - 1. **Debarment And Suspension** - To the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
 - (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of

Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. **Lobbying** - To the best of his or her knowledge and belief, that:

- (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. **Drug-Free Work Place Requirements** - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.
4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
 5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.
 6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

16. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which are retained by the Agency, the day and year first above written.

City of Durham Parks and Recreation

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Dee Freeman, Secretary

By _____
Grantee's Signature

By _____
Department Head's Signature or Authorized Agent

Typed / Printed Name

Michael G. Bryant

Type / Printed Name

Title

Director, Division of Purchase & Services

Title

ORIGINAL



North Carolina Department of Environment and Natural Resources
Division of Parks and Recreation

Beverly Eaves Perdue, Governor

Dee Freeman, Secretary

Lewis Ledford, Director

DIVISION'S GRANT REQUEST FOR PROPOSAL

Division of Purchasing and Service no longer incorporates the Division RTP in the contract.

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Application Deadline – January 29, 2010

Project number 10AAT
(DPR use only)

**NORTH CAROLINA'S
2010 ADOPT-A-TRAIL PROGRAM
GRANT APPLICATION FORM**

AGENCY/ORGANIZATION INFORMATION

1. Agency/Organization Name: City of Durham Parks and Recreation Department
2. Define your agency/organization as one of the following:
Governmental Agency Municipal
Non-Profit Organization
3. Federal Tax ID Number: 56-6000225
4. Start of Agency/Organization Fiscal Year (Month and Date): 7/1
5. End of Agency/Organization Fiscal Year (Month and Date): 6/30
6. List the name of the person authorized to sign this grant application:
Name: Thomas J. Bonfield
Title: City Manager, City of Durham
Email Address: Tom.Bonfield@durhamnc.gov
Phone: 919-560-4222
7. Primary Project Contact:
First Name: Annette
Last Name: Smith
Mr. or Ms. x
Mailing Address: 101 City Hall Plaza
City: Durham
State: NC
Zip Code + 4: 27701
Phone: 919-560-4355 x27214
Fax: 919-560-4021
Email: Annette.smith@durhamnc.gov

PROJECT DESCRIPTION:

1. Project Title: Campus Hills Trail
2. Brief Project Statement – Please complete the following sentence:
This AAT grant will be used to... renovate the trail that circles the lake at Campus
3. Amount of AAT Funds Requested: \$5,000.00
4. County or Counties where Project is located: Durham
5. Do you currently own the property on which the trail project is to be built?
Yes
No
6. Provide the following information about the project lands:
Deed Book 358
Page 445-446
County of Record Durham
7. Describe your trail Project (Check all that Apply):
New Trail Construction
Trail Maintenance or Trail Restoration
Trail Side Facilities
Land Acquisition
8. The proposed trail project provides a link in or segment in (check one):
A statewide trail plan:
Mountains-to-Sea Trail
French Broad River Trail
Yadkin River Trail
Deep River Trail
A national trail plan:
Appalachian Trail
Over Mountain Victory Trail
A regional trail plan:
American Tobacco Trail
Haw River Trail
Dan River Trail
Neuse River Trail
Cape Fear River Trail

A joint city to county, city to city, county to county trail project:

A local trail project (within one jurisdiction):

Park Specific Project (within boundary of one park):

x

9. The proposed trail project will be (check one):

Managed and maintained by applying agency/organization staff

Managed by agency staff with assistance from volunteers

Managed by volunteers only

10. The trail project will be open to the general public (check one):

Seven days per week, unlimited hours

Seven days per week, day light hours

Limited days and/or hours (please define)

11. Primary User Group of this trail Project (Check One):

Walker/Hiker

Equestrian

Bicyclers

Off-Highway Vehicles

Canoeists/Kayakers

Persons with Disabilities

Multi-Use Greenway

12. Other User Groups That Use This Trail Project (Check All That Apply):

Walker/Hiker

Equestrian

Bicyclers

Off-Highway Vehicles

Canoeists/Kayakers

Persons with Disabilities

13. Describe in feet or miles the length of your trail project (if applicable):

Feet: 1700

Miles:

14. List amount of acreage (if applicable) you plan to acquire with this grant:
Acres:
15. List the facilities (if applicable) that are to be acquired/built with this grant:
four bridges, trough drain, natural surface trail
16. List any existing facilities (if any) that are currently available to support this trail project (trail head parking, restrooms, drinking water, etc.):
athletic field, an adult softball field, playground, two picnic shelters with grills, water fountains, a large recreation center/indoor pool, restrooms and a fitness ctr.
17. US Congressional District Number where project is located: District 4
18. NC Senate District Number where project is located: District 20
19. NC House District Number where project is located: District 31
20. Has your agency or organization received a AAT grant in the past 5 years?
Yes x
No
I don't know

DETAILED PROJECT DESCRIPTION

Applicants can use this one page to provide a detailed project description if desired. This information will be used to evaluate this application.

The City of Durham Parks and Recreation Department (DPR), in partnership with the Durham Open Space and Trails Commission, is requesting \$5,000 to repair and renovate the Lake Trail circling the lake at Campus Hills Park. Campus Hills Park is a 28.58 acre park located in southern Durham. Facilities in the park include athletic and softball fields, picnic shelters, restrooms, a playground, a large recreation center with an indoor pool, and the newly constructed Wellness Center housing fitness equipment and fitness classes. The Lake Trail is 1,700 feet long.

This park and recreation center is heavily used by the citizens of Durham. The recreation center has a well-attended after school program serving an average of 60 children per month. The summer day camp serves 100 children. Environmental education is a major component of both after school and summer day camp programming. The renovation of the trail around the lake will greatly enhance the opportunities provided to the children in these programs. The City's Environmental Education program regularly offers programs that bring citizens to the lake area. This recreation center also offers a significant number of programming for mature adults; a key component of several programs is regular walking. In addition, the trail will be used by park visitors using picnic shelters and the playground as well as those who have family members at athletic practices. A portion of the trail is a connector route between adjacent neighborhoods and the park and recreation center. The trail will be a wonderful addition for the new Wellness Center, as we can promote the walking trail to those using the weights and cardio equipment. Finally, with the renovation of the trail, DPR can again offer fishing programs at Campus Hills Park.

The trail circling the 2.5 acre lake in the park has grown over in several locations. In addition to reconditioning the trail, three of four bridges on the trail need extensive repairs and, in one case, replacement. The trail will have an improved natural surface; plans include using fallen trees and branches from the property to line the edges of the trail. There is an asphalt drive leading to the trail that will be repaired as a part of this project. In order to mitigate water damage as well as a safety hazard a trough drain will be inserted into this walkway so that water does not pool. DPR, in partnership with the Durham Open Space and Trails Commission, will achieve this renovation with volunteer labor coordinated by DPR staff. The repair of the asphalt drive leading to the trail will be handled by the General Services Department of the City of Durham.

PROJECT DELIVERABLES AND ESTIMATED COSTS:

Define deliverables/products that will be acquired with this grant and grantee's cash (examples include: materials, hand tools, rental equipment, contract labor, etc.):

Project Deliverable	Amount Of Estimated Cost To Be Paid With RTP Funds	Amount Of Estimated Costs To Be Paid With Grantee's Cash (Not Required)	Total Estimated Cost For Each Listed Deliverable (RTP + Grantee Cash)
#1 Project Deliverable Repair of 3 15-20' bridges and construction of 1 20' bridge - includes all materials	\$450.00		\$450.00
#2 Project Deliverable Construction of trough drain to alleviate water damage to drive leading to trail - includes materials and tool rental	\$200.00		\$200.00
#3 Project Deliverable Repair of asphalt drive leading to trail - materials and labor	\$2,595.00	\$1,050.00	\$3,645.00
#4 Project Deliverable Volunteer refreshments		\$150.00	\$150.00
#5 Project Deliverable			\$0.00
Totals	Total RTP Funds \$ 3,245.00 Note: This Figure Must at a minimum equal the amount of RTP funds requested.	Total Cash by Grantee \$ 1,200.00	Total Cost Deliverables \$ 4,445.00

USER FEEDBACK FORM

We are transitioning our grant application process from paper to an electronic format. As we are in the design portion of this transition, it is imperative for us to have your feedback. Therefore, we are requesting you provide answers to the following questions in order that we can provide a more transparent grant application and approval process.

1. Was this electronic application format more user friendly than the paper application?

Yes x

No

2. Was this compatible with the software you normally use?

Yes x

No

If no, what software program works best for you?

3. Would you be interested in seeing aggregate results of each applications received by year?

Yes x

No

4. What can we do to make the application process more user friendly?

APPLICATION SIGNATURE

"On behalf of the applicant, I hereby certify the information contained in the attached application is true and correct. I understand this application will be rated on the basis of the information submitted and the submission of incorrect data or an incomplete application can result in this application being eliminated from consideration for funding."

"I hereby certify the applicant will comply with all applicable local, state and Federal laws and regulations."

Signed this: _____ day of: January , 2010

By: Thomas J. Bonfield

Title: City Manager, City of Durham

Electronic Signatures Accepted: 

Note: Non-profit organizations applying for AAT funding for a project located on lands managed by a governmental agency must have the approval of the chief executive officer of the affected land managing agency. This approval is to be represented by the signature of the chief executive officer below.

Approved this: _____ day of: _____

By: _____

Title: _____

Title of Agency/Organization: _____

Electronic Signatures Accepted: _____