



# **Durham County Matching Grants**

a program of the  
DURHAM OPEN SPACE & TRAILS COMMISSION

## **2008**

# **Program Guidelines and Application Instructions**

for Open Space and Recreation Assistance Projects

## TABLE OF CONTENTS

<b>Introduction .....</b>	<b>1</b>
<b>Section I. Qualifying as an Applicant and Project .....</b>	<b>3</b>
<b>A. Eligibility of the Applicant</b>	
<b>B. Eligibility of the Project</b>	
<b>C. Ten Grant Selection Priorities</b>	
<b>D. Tips</b>	
<b>Section II. Preparing an Application .....</b>	<b>7</b>
<b>A. Application Process and Time Table</b>	
<b>B. General Requirements for Grant Application</b>	
<b>C. Eligible Expenses for Project Cost and Reimbursement</b>	
<b>D. The Applicant's Matching Contribution</b>	
<b>E. Tips</b>	
<b>Section III. Contracting With Durham County for a Project .....</b>	<b>13</b>
<b>A. Contract Process and Time Table</b>	
<b>B. General Requirements for Grant Agreements</b>	
<b>C. Insurance</b>	
<b>D. Tips</b>	
<b>Section IV. Implementing the Project .....</b>	<b>15</b>
<b>A. Implementation Process and Time Table</b>	
<b>B. General Requirements for Grant Implementation</b>	
<b>C. Changes to Approved Projects</b>	
<b>D. Grant Reimbursement Process</b>	
<b>E. Tips</b>	
<b>Section V. Continuing Responsibilities for Grant Projects.....</b>	<b>19</b>
<b>A. Maintenance and Supervision</b>	
<b>B. Publicity</b>	
<b>C. Accessibility</b>	
<b>D. Tips</b>	
<b>Section VI. Appendices .....</b>	<b>21</b>
<b>Appendix A. Sample Grant Agreement .....</b>	<b>22</b>
<b>Appendix B. Matching Grants Six Month Report Form.....</b>	<b>28</b>
<b>Appendix C. Matching Grants Final Report Form.....</b>	<b>29</b>
<b>Appendix D. Reimbursement Request Form.....</b>	<b>32</b>

## **Durham Open Space and Trails Commission Matching Grants Program**

A Durham County Program Providing Recreation and Open Space

### **Introduction**

The Matching Grants Program is designed to assist non-profit organizations in Durham County, both inside and outside the city limits, in preserving open space lands and promoting new or improved recreational opportunities for citizens of Durham County. Grant funds help provide public lands and outdoor recreational facilities through citizen initiative, support and involvement. Applicants must provide at least one half of the project's cost and manage all aspects of the project to accommodate public accessibility. Grant awards are made to new permanent programs and expansions of existing programs that meet a wide range of service provision criteria.

Grants are awarded competitively on a yearly cycle beginning in August with advertisements and announcements in newspapers, newsletters, emails and targeted mailings. Completed applications are due in the County Budget Office October 1st, 2008, by 5:00 PM. Recommendations for funding are developed by the Matching Grants Committee and the Durham Open Space and Trails Commission (DOST) for action by the Durham Board of County Commissioners. The County enters into a contract with the successful applicant organization and the project work begins in the spring with a maximum of eighteen months for completion. The completed project is managed and maintained for public use as agreed to by the contracted organization and may be inspected or visited on a yearly basis by a representative of the County.

The grant process consists of five steps and lends itself to the organization of the "Guideline" material as follows:

- I. Qualifying As An Applicant and Project
- II. Preparing An Application
- III. Grant Award and Contract
- IV. Implementing The Project
- V. Continuing Responsibilities For Grant Projects

You will want to carefully read this booklet, before beginning the application process. Answers for questions, which come up during each stage of the process, should be available under the applicable section of the guidelines.

The Matching Grants Program was developed by Durham County in 1990 under the guidance of the DOST through its Matching Grants Committee. The first years of the program were funded using a portion of the 1986 \$1.5 million Durham County Park and Recreation Bonds. Funds to continue the Matching Grants program are approved on a yearly basis by the Durham County Board of County Commissioners.

Development of the Matching Grants Program became a DOST priority when determined to be an excellent cost-effective way for the County to encourage and support additional open space, parks, trails, and recreation. It creates a partnership of public support with the many strong private efforts in parks and open space that have been on going for years in Durham County. The program is specifically for the benefit of Durham County residents. The DOST welcomes your questions, comments and suggestions.

The DOST as a volunteer citizen advisory board provides many valuable hours of committed service to the community but does not maintain an office. For more information on DOST, contact Helen Youngblood Senior Planner, at (919) 560-4137 ext. 245 or e-mail, [helen.youngblood@durhamnc.gov](mailto:helen.youngblood@durhamnc.gov).

For specific assistance with Matching Grants information, applications, questions, materials, presentations, or communication with the Matching Grants Committee contact the Matching Grants Administrator, County of Durham, Budget and Management Services Department, 200 East Main Street, 4<sup>th</sup> fl, Durham, NC 27701, telephone number (919) 560-0018. You may also email [matchinggrants@co.durham.nc.us](mailto:matchinggrants@co.durham.nc.us) for information and assistance.

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# MATCHING GRANTS PROGRAM GUIDELINES

## **I. QUALIFYING AS AN APPLICANT AND PROJECT**

### **A. Eligibility of the Applicant**

Eligible groups are non-profit organizations, recognized by the Internal Revenue Service and the State of North Carolina or its agents, which seek to provide recreational opportunities or open space in Durham County. Eligible applicants will meet the following additional criteria:

1. No group with an outstanding Durham County Matching Grant project will be eligible to be considered for a new grant.
  - a. A project is considered active until the eighteenth (18th) month completion date, as stated in the Grant Agreement, is reached. If a project has not been completed at this time, it will be considered outstanding, unless a grant extension has been given.
  - b. A project will be considered completed only after the final report and request for reimbursement has been received and accepted by County staff.
  - c. All groups or organizations administered by a common board or council will be considered a single entity for the purpose of administering the Matching Grants Program.
2. The Grant Applicant shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, religion or national origin. The Applicant or its employees shall not discriminate because of race, color, creed, sex, age, religion or national origin against any person by refusing to furnish such person services or privileges offered to or enjoyed by residents of Durham County, nor shall the Grant Applicant or its employees publicize the facilities provided here under in any manner that would directly or indirectly reflect on the patronage of any person because of race, color, creed, sex, religion or national origin.

### **B. Eligibility of the Project**

Projects eligible under the Matching Grants Program should fit within the wide range of open space and recreation goals adopted by the DOST. The DOST's goals are as follows:

### ***DOST Goals***

1. *As its primary mission, to plan for the preservation of:*
  - (a) *Environmentally significant sites such as those identified within the Durham Inventory.*
  - (b) *The County's scenic river corridors, particularly the Eno River, the Little River, The Flat River, and the New Hope Creek.*
  - (c) *Critical environmental lands, such as wetlands and watershed areas.*
  - (d) *Lands which represent Durham's rural heritage, important farmlands, scenic roads, and important historic open space areas.*
2. *To provide opportunities for greenways, trails, and rails-to-trails linkages throughout the County, including corridors designed by the Urban Trails and Greenways Commission ( currently the Open Space and Trails Commission ), The Triangle Greenways Council, and the Mountain to the Sea Trail.*
3. *To support the provision of active recreation areas.*
4. *To educate and involve the citizenry of Durham County on the importance of preserving open space lands within the County: and of the need to provide open space lands as an integral part of the infrastructure that should accompany the development of land.*
5. *To assist in the preservation and long term protection of existing areas in Durham County that are presently used for passive or active recreation.*

With these broad goals in mind, the DOST has established general criteria for project eligibility, and selection priorities to rate projects competing for funding. All projects funded through the Matching Grants Program must meet the following general criteria:

### **General Criteria**

1. **The project must be related to parks, recreational facilities, or the provision of open space areas in Durham County.**
2. **For any project funded, the applicant must provide an equal match toward the development of the project. Section II.D. on page 9, further describes the numerous ways in which this may be met by the applicant.**
3. **The project must be a new project which adds to the recreational opportunities in Durham County. (Additions to existing projects are eligible for funding.)**
4. **The project must be physically complete and functional at the completion of the grant request. Projects may be part of a larger multi-phased plan, so long as each phase is independently functional.**
5. **Each project must be accessible (within reason) to the public. Section V.C. on page 19, contains more information on accessibility.**
6. **The project must be environmentally compatible with the project site and the surrounding area.**
7. **The total cost of the grant project can include no more than fifty (50%) percent for support facilities. Support facilities include items ancillary to the main recreational or open space opportunity such as restrooms, storage facilities, and parking areas.**

The following examples illustrate a range of projects that fit within the **DOST's Goals** and these **General Criteria**.

- Assistance to a local Land Conservancy or other non-profit organization in acquiring an environmentally significant natural area located in Durham County.
- Assistance to groups which are striving to provide additional recreational lands and facilities in the County, particularly where few opportunities presently exist.
- Assistance to a local Neighborhood Association for the development of a tot lot and playground.
- Assistance to a Parent Teacher Association (PTA) for capital purchases of equipment to upgrade the play equipment at a local elementary school which is also used by the community.
- Assistance to a local Athletic League (such as soccer, softball, or little league) for land purchase or improvements for its privately-provided recreational facilities, where the playing fields would be open to use by the general public at times when League programs aren't scheduled.
- Assistance to a local Scouts Troop to clear and build a trail on publicly owned lands.
- Assistance to the local Canoeing Club to provide additional boating access on local rivers.

### **C. Ten Grant Selection Priorities**

Any project which meets the DOST's goals and general criteria as listed above is eligible for funding. In most years there will be more grant request than grant money available for distribution. The following list of grant selection criteria will be used by the DOST to review the grant applications, and to make grant award recommendations to the Board of County Commissioners. The DOST and the Board of County Commissioners reserve the right not to award the full amount of grant money available for any given year.

Priorities for funding under the Matching Grants Program favor those projects which provide maximum open space benefits and recreational facilities. The following grant selection priorities are each of equal importance and should be given serious consideration as you weigh your organization and project's qualifications for funding.

1. The extent to which the project meets a need relative to existing parks, recreational facilities and open space areas in that geographical location. In each funding year and collectively over time, a balance of projects should be funded which reflect the geographical range of the County and a variety of projects.
2. The intrinsic value of the project or the quality, value, and need of the project to the County. Priorities supporting certain types of projects may be set by the Board of County Commissioners and the DOST for a particular funding round.
3. The extent to which DOST's goals are met.
4. The extent to which recreational needs are met.
5. The environmental significance of the project.

6. Project compatibility with the site and surroundings.
7. Long term viability, maintenance and supervision of the project. Permanent projects providing long term services will be of higher priority for funding.
8. Project cost must be justified by the lifetime of the project or the cost of the project must be relative to its benefits. Given equal cost, preference will be given to projects that will benefit a greater number of people, or provide greater environmental or open space benefits.
9. The type and amount of the match must demonstrate that the applicant organization has sufficient funds and manpower to complete the project and to maintain and manage it for the required period. The project plan should include documentation on the status of other funds pledged.
10. The project must be publicly accessible according to the management plan developed for the application.

#### **D. Tips**

Most projects, visions, plans and ideas originate with one or two members of a private volunteer organization. In some cases these members do accomplish great amounts of work and are literally the backbone of the organization. Even with modest projects, however; its is best to have broad organizational involvement and support. Share your project ideas with your group's members. Provide many opportunities for them to make contributions and to buy into the group's plan before an application is finalized. It is desirable for all members of the organization to feel ownership. It is a wonderful accomplishment if all users of the service and most members of the community acknowledge responsibility for maintenance and express pride in owning the project.

Large non-profit organizations are a source of many diverse talents and interest. You may have a professional planner, landscape architect, engineer, attorney, accountant, contractor, group facilitator, administrator and so on. Your group might be made up of less professional or less experienced people but you can plan a project which best matches your resources and complete an application which reflects determination to find the knowledge and guidance required for the project. The application requires basic information and plans but this can be provided as simply or as intricately as desired. A professional grantsman is a wonderful resource for your project but a dozen committed organization members are at least a dozen times more important.

Individuals often see needs but are not affiliated with an appropriate organization. The first and best action is to search for an appropriate organization. If one does not exist it is possible to charter a non-profit organization for the purpose of carrying out a project. This is a long and demanding process and should not be attempted without allowing six months to a year for organizational development prior to applying for a matching grant. Sources of information and assistance listed in the Introduction are always a good place to start in seeking help with your project and grant application.

## **II. PREPARING AN APPLICATION**

### **A. Application Process and Time Table**

Groups interested in submitting a matching grant application may request to have a pre-application meeting with the Matching Grants Program Administrator.

A Durham County Matching Grants Application must be fully completed by the Grant Applicant and submitted before the deadline. Late applications will not be accepted.

Questions regarding the matching grants program or application review process should be directed to Kevin Etheridge, Matching Grants Program Administrator, at telephone number (919) 560-0018 or email [matchinggrants@co.durham.nc.us](mailto:matchinggrants@co.durham.nc.us).

Interested groups are permitted to submit a grant request for as many projects as they desire, but an organization will receive funding for only one grant project at a time. Each request for a separate project must be on a separate application. Projects that do not receive funding in any given year may be resubmitted in future grant cycles.

All grant request will be reviewed for basic eligibility. Any ineligible grant request will not be considered, and will be returned with a letter stating the reason for ineligibility. Eligible projects will then be reviewed according to the grant selection priorities discussed under Section I.C. Applicants may be asked to meet with the staff or DOST to answer questions or more fully explain their proposal.

The DOST may negotiate, and the County may approve, reasonable expected periods of use for capital improvements to land or structures funded as a project. This reasonable period of time becomes the duration of the project contract or the obligation to Durham County assumed by the applicant organization.

The staff and DOST will prepare recommendations for the grant awards. In some cases, a project may be recommended for a lesser grant award than was originally requested by the applicant. These recommendations are forwarded to the Board of County Commissioners for approval and funds allocation.

After the grant awards, have been made by the Board, Grant Agreements, will be drafted (a sample is found in Appendix A). A project cannot receive funds until the grant agreements are finalized by the County and the grantee organization. County fiscal audit rules specify that County funds can not be obligated before appropriation by the Board and authorization through the contract review process. **The DOST has determined that matching funds spent prior to receiving a grant and contract can not be applied to any project cost as match. For accounting purposes all project cost are treated the same as if they were County funds and must be documented as such to qualify as matching expenditures.**

## **B. General Requirements for Grant Applications**

1. Any organization applying for a grant to be used to purchase land must provide proof of “an offer to purchase and contract” (an offer) executed prior to the time the DOST submits to the Board of County Commissioners a recommendation for funding the project. The proof of an offer may be kept confidential if so requested, may be submitted with the initial application or may be represented by a letter (from the property owner indicating support for the grant proposal).
2. A grant application must be signed by the Chief Administrative Officer of the applicant organization and the project Contact Person. This can not be the same person for fiscal accounting reasons. The Contact Person coordinates the project’s implementation, making financial and progress reports, which must be attested to by the Chief Administrative Officer.
3. Each project must have a matching contribution, provided by the applicant organization, equal to at least the value of the grant award. The match may be provided in a number of ways as discussed in Section II.D.
4. The organization shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, religion or national origin. The organization or its employees shall not discriminate because of race, color, creed, sex, age, religion or national origin against any person by refusing to furnish such person services or privileges offered to or enjoyed by residents of Durham County. The organization or its employees shall not publicize the facilities provided here under in any manner that would directly or indirectly reflect on the patronage or any person because of race, color, creed, sex, religion or national origin.

## **C. Eligible Expenses for Project Cost and Reimbursement**

1. Any of the following project expenses directly related to parks, recreation and open space are eligible for funding. Eligible expenses must be an integral part of the project, are subject to close scrutiny by DOST and must be followed closely during implementation of the project. A ten percent variance in total project cost is tolerated without a project revision but in no case will reimbursement exceed fifty (50%) percent of actual expenses or exceed grant funds awarded.

- a. **LAND ACQUISITION.** Land value will be based on a certified appraisal (MAI) provided by the applicant, or the assessment in current Durham County tax records. Other indicators of value may be considered but the DOST is not obligated to accept a value greater than the current Durham County tax assessment.
  
- b. **CAPITAL IMPROVEMENTS.** Improvements may be made to land and structures such as development of park land to make it more accessible or usable by the public, lights on an athletic field, a substantial upgrade to a softball or soccer field, or new playground equipment. Facilities to support the project will be funded so long as they total no more than fifty (50%) percent of the project cost. Support facilities include such items as restrooms, storage facilities and parking areas. Contracted improvements obtained from an appropriate contractor and billed as one cost for a turnkey job should be listed under this category (it need not be broken down into labor, supplies and other). A project's cost may include a component for contracted services as well as additional cost for other components under labor, supplies and other. Capital improvements are eligible on the following types of land:
  - 1) Lands the organization holds in fee simple ownership. These parcels must be current on their property tax payments. The grant application should include a copy of the title with all easements.
  - 2) Lands for which the organization has a long term lease of at least thirty (30) years. The grant application should include a copy of the lease agreement.
  - 3) Lands that are held in public ownership by a suitable public entity such as the City of Durham, Durham County, Durham Public Schools, the State of North Carolina, or the USA. The grant application should include verification that the public entity owning the land is supportive of the proposed project.
  
- c. **PROFESSIONAL and LABOR COST.** The cost of either hiring labor or the value of volunteer labor necessary for organizing, supervision, construction, renovation or development as required by the project plan.
  
- d. **SUPPLIES TO CARRY OUT THE PROJECT.** This includes the cost of materials such as lumber, hardware, cement, rock, rebar, sand, etc. Supplies associated with the organization's routine service provision such as ball nets, field maintenance implements, trail maintenance implements, ordinary tools and implements, grass seed, fertilizer, lime etc., do not qualify. For organizations which do not routinely perform landscape maintenance tasks, it may be allowable to charge the project reasonable cost for landscaping items such as soils, grass seeds and fertilizer.
  
- e. **OTHER.** This category is for any cost which does not fit under the previous categories. It may be used for rental of equipment and machines as well as for professional services (engineering, architectural, legal and accounting services).

2. Items **NOT** eligible for reimbursement are listed as follows:

- Capital improvements for primary indoor recreation such as swimming pools, recreational centers, basketball gyms, etc.
- Support facilities which comprise more than fifty percent (50%) of the total project cost.
- Staff or volunteer time spent on recreational programs or fund raising.
- Cost of refreshments or food and drink.
- Supplies and materials such as uniforms, bats, balls, medals, trophies, etc. purchased for recreational programs.
- Membership fees such as a league franchise fee.
- Utilities such as water, electricity, telephone, etc. routinely purchased for a completed project.
- Liability insurance required on a yearly basis.
- Maintenance to existing recreational facilities such as repairs to plumbing, windows, parking lots, etc.
- Outstanding financial obligations.

#### **D. The Applicant's Matching Contribution**

1. Each grant recipient must provide a matching contribution equal to the funds provided by the County for any project. The availability of this match must be reasonably documented and may be met by any combination of contributions listed below.
2. The Matching Grants Program is intended to encourage citizen support and involvement. The DOST strongly encourages the use of donated contributions including volunteer labor, lands, equipment, and other appropriate contributions.
  - a. MONEY. Applicants are encouraged to obtain additional matching funds from other public and private sources.
    - 1) Funds available to the grant applicant for the proposed project must be listed in the appropriate space under question #23 of the Application as "Funds on Hand".
    - 2) List under question #23 of the application each source for funds not on hand and explain the requirements and procedures for obtaining these funds ( include rules, regulations or agreements determining the use of these funds ). Also list timetables or schedules for acquiring these funds, The applicant will be responsible for following this plan as stated or for requesting the DOST to approve a project change if unstated plans to acquire funds are utilized.

- b. LANDS/REAL PROPERTY. The property will be valued for the match based on the applicant's equity in the property. The equity value will be based on evidence such as a certified appraisal (MAI) provided by the applicant, or the assessment in current Durham County tax records, minus any debt that the applicant has on the site. Lands or real property, including conservation easements, used as a match would have a value not less than the current tax assessment prorated for the acreage of the donation. Other indicators of value may be considered but the DOST is not obligated to accept a value greater than the current Durham County tax assessment.
- c. LABOR. Professional and labor cost which are invoiced will be reimbursed at a rate of pay depending on the service being performed, not to exceed fifty dollars (\$50) per hour. All volunteer labor will be valued at five dollars (\$5) per hour.
- d. OTHER. The DOST will accept as match, donated contractual services which the applicant has incurred as an integral part of the project plan. These rates equal the contractor's normal, reasonable charge for the service provided. A maximum cap of fifty dollars (\$50) per hour will be reimbursed for consulting services for professional work.

## E. Tips

An organization contemplating submitting a Matching Grant Application should already have a needs analysis, a project work plan and a cost estimate or budget. Start with some knowledge of your objective and the application will not be difficult to complete.

The "Contact Person" is key to the success of your project in so far as the Grant is concerned. If the project stalls halfway through, this person gets it going again and reports to the DOST on progress. When the project is complete the "Contact Person" makes yearly contact with the County's program administrator. Few organizations will have the same person serving in this capacity for more than a year or two but by making this responsibility a part of an organization official's job/responsibilities it will pass from one person to the next and provide continuity over the years.

The contact person and chief official cannot be the same person!

A funded project will do two things; (1) secure and preserve open space, and (2) provide services to users. In each case it is the applicant's responsibility to clearly document needs.

The applicant's answer to application question #21 will determine the length in years of the contract between the applicant organization and Durham County. Remember that there are two time periods: (1) the 18 months which begin when the contract has been signed and during which the project must be completed, and (2) the duration of the contract during which the applicant organization agrees to operate and maintain the project or provide the service.

All project costs should appear in application question #22, including any donated services and materials. The total estimated project cost must be at least twice the match (or twice the requested grant). The grant plus the match must add up to the total estimated project cost. The grant can not be more than half the cost.

The most important page of the application is the list of **REQUIRED ATTACHMENTS** on the last page of the application. Read it now before going any further and plan to obtain the required documents well before the application deadline.

Each applicant receiving County funding for the first time or an applicant that does not have a Durham County vendor ID number must complete a "VENDOR APPLICATION" form. This form is available on the County's website at <http://www.co.durham.nc.us/departments/finc/>

### **III. CONTRACTING WITH DURHAM COUNTY FOR A PROJECT**

#### **A. Contract Process and Time Table**

The grantee (grant recipient) will receive contracts within ninety (90) days of the date of the grant award, must finalize the contract within thirty (30) days of receipt and will have eighteen (18) months to complete the approved project.

#### **B. General Requirements for Grant Agreements**

A legal Grant Agreement must be signed by the Chief Administrative Officer of the organization, stating the conditions spelled out in the program guidelines. (See sample Grant Agreement in Appendix A)

#### **C. Insurance**

Each organization must provide insurance against property damage liability for each occurrence in the amounts of one hundred thousand dollars (\$100,000.00) and to insure against bodily injury liability in the amount of five hundred thousand dollars (\$500,000.00) each person, one million dollars (\$1,000,000.00) each occurrence and which shall name the County as an added named insured. This must be carried throughout the project dates as set out in the Grant Agreement (usually a term of not less than ten years). Upon awarding of the grant request the grantee must supply a certificate of insurance as specified above and in the Grant Agreement **before the Grant Agreement can be processed by the County** and before the Agreement can go to the grantee.

Insurance coverage is not required if the grant is strictly for land acquisition.

#### **D. Tips**

If an organization intends to have an attorney's advise regarding the content of the Grant Agreement, the copy provided in this manual should be made available to the attorney well before the final copy is sent from the County. This provides time for the attorney to study the Agreement prior to beginning the above mentioned 30 day requirement.

The required insurance should be purchased as soon as the grant is awarded. A certificate must be forwarded to the County by the insurance company.

The Matching Grants Program Guidelines will be incorporated as part of the Grant Agreement by attaching it to the Agreement and by making reference to it in the Agreement where appropriate.

After the Grant Agreement is finalized it may be changed to accommodate the needs of the contracted organization if needs or circumstances arise that were not anticipated at the

time of the initial Agreement. A change may be negotiated in the form of a contract addendum. The addendum must be approved by the same officials and the same process as the initial agreement. Because this process is long and involved adequate time must be allowed for a contract addendum to be completed. Significant changes in project plans, management and schedule could result in a broken contract rather than a revised contract so there are limits to the use of contract addendum.

## **IV. IMPLEMENTING THE PROJECT**

### **A. Implementation Process and Time Table**

The project must be started no later than six (6) months and must be completed no later than eighteen (18) months after the date on which the contract was finalized. A sixth month report, giving a project progress summary, must be submitted on or before the last day of the sixth month. If there is no progress and the project has not been started, the grantee must request in writing and be granted by the DOST an extension of the implementation start deadline. If the six month report, the extension request, a reimbursement request or significant evidence of completed work are not provided by the grantee the DOST has the option of revoking the contract (grant agreement) and withdrawing the grant funds. Unless the grantee can show just cause as to why the project should continue to be funded, the grant award will be withdrawn at the end of the first six month time period.

After twelve (12) months a second report must be submitted. Grantees which have not requested or drawn any funds must arrange for a representative to appear before the DOST and explain why the project has not been started or no funds have been used.

A project must be completed or a report submitted at the end of any extension period granted by the DOST. These guidelines are necessary to achieve the County's goal of getting park and open space projects completed.

### **B. General Requirements for Grant Implementation**

1. The project must be open to inspection by representatives of Durham County at all times.
2. The project must be complete and functional at the completion of the grant. The project cannot be dependent on additional sources of funding to be usable.
3. A report on the funded project must be submitted to the County six (6) months after the grant agreement is finalized. A final report on the project is due upon submission of the last set of paid receipts for reimbursement.
4. A grant award may be withdrawn if changes are made to a project without the prior approval of the DOST.
5. A grant extension beyond the standard eighteen (18) month grant completion time period will be considered on a case-by-case basis by the DOST. An extension requires a written appeal and an appearance before the DOST. The awarding of an extension makes the grant recipient ineligible for consideration of any further grant applications until the current project is completed.

## **C. Changes to Approved Projects**

### **1. Procedure for changing an approved project.**

Any proposed changes to an approved project, including proposed changes to the dates of the project, must be submitted in writing to the County and reviewed by the DOST before any changes are made.

The DOST will notify the grantee regarding whether the proposed changes have been approved or disapproved.

### **2. Withdrawal from an approved project.**

A grantee may withdraw from an approved project, subject to the following provisions and after submitting a written request to the County.

- a) **REFUND.** A grantee may be required to refund to the County all or part of a grant award if:
  - 1) the grantee elects to discontinue the project,
  - 2) the project is changed without the review and approval of the DOST,
  - 3) the project is changed to eliminate public access, or
  - 4) provisions for public access agreed to in the grant agreement are substantially altered without the review and approval of the DOST
  
- b) **DISCONTINUED USE OF LAND.** If a grantee discontinues an approved use of land or uses land for a purpose other than that allowed for in the program guidelines or in the contract between the grantee and the County, the Board of County Commissioners may exercise one of the following options:
  - 1) require that said land shall revert to the County; or
  - 2) require that the grantee refund the County based upon the total fair market value of the land; or
  - 3) require that the grantee provide comparable land to the County. The County shall determine what is comparable land.
  
- c) **EMINENT DOMAIN.** Where the actual owner is the Federal or State government, a municipal or county government, or a quasi-governmental entity with the power of eminent domain, the language in IV.C.2. above may not apply.

## D. Grant Reimbursement Process

1. Documentation and Cash Flow. It is important for a grant applicant to include information in the project application which will specify cash flow needs. These needs may vary from the use of total grant funds at one time for a capital purchase to the receipt of equal portions of the grant on a monthly basis to purchase supplies and materials. The reimbursement process accommodates both needs by providing two categories of request as follows:
  - a) Advance or direct payment request – A direct payment request may be for the total grant amount or for a specified portion of the grant amount. This request must be accompanied by copies of documents which substantiate a contract to purchase or render services, an agreement to purchase, a work order, a purchase order or a requisition which constitutes an agreement or obligation on the seller and buyer. Any transaction for which a direct payment of total grant funds is required must be documented as complete no later than one month after the payment is made. Documentation will be required, such as copies of deeds, copies of bills marked paid, copies of payments or on site inspection of completed tasks.
  - b) Periodic Reimbursement Request – A periodic request may be submitted once a month but only one may be submitted in a month, with the last day of the month as deadline for that reimbursement cycle. Payments will be made no later than the second Friday of the following month. Payments will equal the amount of grant funds spent in the previous month but will not exceed the fifty-percent ratio for all expenditures or work completed to date.

Both categories of request for funds may be used for one project but must be consistent with the stated cash flow plan. The County reserves the right to inspect the project, or require additional documentation of matching or grant funds used, prior to any payments and specifically prior to the final project payment.

Funds will not be released if the six month progress report is not on file as scheduled, or if the final report has not been submitted with the final request for funds.

Exceptions to the above stated reimbursement process must be approved by the DOST as part of the project application, resulting recommendations, and approval by the Board of County Commissioners.

### 2. Reimbursement Limits for Matching Contributions

The amount of an applicant's matching contribution that qualifies for county matching funds is limited to the value of the donation (as determined under Section II.D.2.b.c. &d), or the actual expense incurred by the grant recipient to complete the grant project, whichever is less.

For example, land appraised at \$5,000.00 is donated and used for the matching contribution for a grant project, and development of the grant project will cost an additional \$3,000.00. Because a grant in excess of \$3,000.00 would constitute a profit for the grantee, Durham County's share of the project would be limited to \$3,000.00 instead of half of the total project cost of \$8,000.00.

#### **E. Tips**

Each request for reimbursement or advance must be accompanied by a summary form, which will be prepared for each project individually. This form includes a project budget and columns for expenditures to date, total expenditures and remaining funds to be spent. If a project contact person or fiscal officer is uncertain about how to complete this form the Matching Grants Administrator will assist with preparation of the requests.

All cost documentation must be original copies (carbon copies will be accepted as originals). If the original copy is not available the only acceptable alternative is to make a copy of the original and state on it where the original is and why it is not available being sure to have the holder of the original to sign and date this statement. A fax copy of any document is not acceptable.

Durham County will be represented at any and all **land purchase closings**. The County Attorney will secure the County's title chain position by requiring the property seller to deed the property to Durham County. The County will immediately deed the property to the buyer (nonprofit grantee). This will occur at the closing and will be performed by the County Attorney's representative. The purpose is to assure that the property will revert to the County should the grantee or project fail to function as proposed.

## V. CONTINUING RESPONSIBILITIES FOR GRANT PROJECTS

### A. Maintenance and Supervision

1. Provisions shall be made by the grantee for proper maintenance and supervision of any County funded project. The administration of any programs, facilities, and land areas related to the grant project will remain the responsibility of the grantee.
2. The project site will be visited once a year minimum by a representative of the County to evaluate ongoing maintenance, upkeep and accessibility. The grantee contact person or chief official will be contacted by letter or telephone to maintain this line of communication and to discuss any inspection outcomes.

### B. Publicity

A grantee must publicize their project, naming Durham County as a participant, and post a sign supplied by the County on the property or in an appropriate location indicating the County's involvement.

### C. Accessibility

Each project which uses grant funds must be accessible within reason, to the public. There are two components to accessibility:

1. **Public Accessibility** Projects must be open to the public, in the sense that the project is not restricted to use only by the organization receiving the grant award.
  - a) The requirement that projects be open to the public recognizes that an organization will seek to serve their membership or customary users first. In some cases, the project will receive heavy usage from the organization's customary users. In this case, it is understood that all County residents may not be able to participate at a time of their choice.
  - b) An example of public accessibility is a group which constructs a soccer field using grant funds and must allow the public to use that field when it is not scheduled for that group's programs.
2. **Physical Accessibility** For a project to be open to the public, there must be actual physical access to the project. For most recreational projects this will not be an issue. For some open space projects, acceptable physical access will need to be negotiated with the DOST.

Since there is a wide range of projects which might be funded under this program, appropriate access may vary depending on the type of project. Where there are specific needs or limitations inherent to the project, agreement regarding reasonable access will be negotiated between the applicant and DOST during the application review period.

#### **D. Tips**

**Grantee organization officials are encouraged to invite the County's representative to meet with them at the project site once a year to assure continuity in both project maintenance and communication.**

Project management criteria and plans submitted with the grant application may include a schedule for the project to be open for use. The schedule may include a period when the project will be closed for maintenance, regeneration, and repair or limits as to what age groups, purposes and practices are appropriate for the design and intended use of the project/facility.

## **Section VI. Appendices**

**Appendix A**

**NORTH CAROLINA  
MATCHING GRANT AGREEMENT  
DURHAM COUNTY**

THIS CONTRACT made and entered into this \_\_\_ day of \_\_\_\_\_, 2007, by and between the County of Durham, North Carolina, a body politic and corporate of the state of North Carolina, (hereinafter called "County"), and the NAME (hereinafter called "Grantee") a non-profit corporation organized and existing under the laws of the State of North Carolina.

**WITNESSETH**

THAT WHEREAS, the County wants to make available to the residents of the County, parks and recreational areas, facilities, and open space lands in accordance with the Durham County Matching Grants Program.

WHEREAS, the Grantee desires to participate with the County in providing the said residents with parks and recreation areas, facilities and open space lands.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the County and the Grantee agree as follows:

**ARTICLE I**

Section 1. **Definitions**. The words defined in this section shall have the meaning indicated when used in this contract:

(a) "Project" means the project or activity described in the Application to the Durham County Matching Grants Program for Recreation and Open Space Projects, dated DATE, a copy of which is marked "EXHIBIT A", attached hereto and made a part hereof.

(b) "Commission" means the Durham County Open Space Commission, the duly appointed advisory body for the Matching Grants Program.

(c) "Board" means the Durham County Board of County Commissioners.

(d) "Program Guidelines" means the provisions and responsibilities set forth in the Durham County Matching Grants Program for Recreation and Open Space Projects, attached as EXHIBIT C and made a part hereof.

## ARTICLE II

Section 1. **Purpose of this Contract.** The purpose of this contract is to provide adequate parks and recreation areas, facilities, and open space lands to promote the health, safety, morals, and general welfare of the citizens of the County.

## ARTICLE III

Section 1. **Term of Contract. Methods of Amending Contracts, and Method for Terminating the Contract:**

(a) This Contract shall begin on the day and year above signed by all appropriate parties, hereinafter the “Effective Date”. This contract has a duration of ten years or until the County is notified in writing by the ORGANIZATION NAME, that the Grantee (ORGANIZATION NAME) is released from any and all responsibility and liability for construction and maintenance of the project. In the event of non-compliance by the Applicant, the County may choose to terminate this Contract.

(b) This Contract may be amended by the written mutual agreement of the County and the governing body of the Grantee.

(c) This Contract may be terminated by the County if the Project as outlined in the attached Application, is not conducted by the Grantee as set forth in Exhibit A and completed within eighteen months (18 months) following the Effective Date, provided that conditions listed in Exhibit C of this contract do not delay or prohibit the completion of this agreement.

(d) Furthermore, this contract may be terminated by the County if the Grantee fails to comply with the terms mentioned in the Program Guidelines.

(e) In the event the County terminates this Contract pursuant to this Article III, all grant funds paid to Grantee pursuant to this Agreement shall be returned to the County upon demand, within 30 days of said demand.

## ARTICLE IV

Section 1. **Obligation of the Grantee.**

(a) The Grantee shall provide the project for the benefit of all residents of the County at a cost of AMOUNT with not less than AMOUNT ~~one half of this sum~~ provided by the Grantee as matching and deemed suitable and appropriate during the project selection.

(b) The Grantee shall report to the County as required to show proof of expenditures being made.

(c) The Grantee shall maintain current, and in force general liability insurance to insure against property damage liability for each occurrence in the amounts of one hundred thousand dollars (\$100,000.00) and to insure against bodily injury liability in the amount of five hundred thousand dollars (\$500,000.00) each person, one million dollars (\$1,000,000.00) each occurrence, which policy or policies of insurance shall name the County as an added named insured during the period of the Project. **(Insurance coverage is not necessary if the Project is strictly for land acquisition.)** A certificate of insurance is provided by Grantee and attached under Exhibit B.

(d) The Grantee insures that all publicity released by the Grantee concerning the Project and that all signs placed on the site of the Project shall state that the Project is being conducted with the aid of funds received from the Durham County Board of Commissioners and for the benefit of Durham County residents.

(e) The Grantee agrees to post a sign provided by the County acknowledging that the Project has been funded in part by Durham County.

(f) The County reserves the right to publicize that the Project has been funded by the County and is accessible to the general public.

(g) The grantee understands and agrees that in connection with the Project, the Grantee will comply with existing rules and regulations enacted and adopted by the Program Guidelines attached under Exhibit D.

(h) The Grantee shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, religion or national origin. The Grantee, its membership or its employees shall not discriminate because of race, color, creed, sex, age, religion or national origin against any person by refusing to furnish such person services or privileges offered to or enjoyed by residents of Durham County, nor shall the Grantee, its membership or its employees publicize the facilities provided there under in any manner that would directly or influentially reflect on the patronage or any person because of race, color, creed, sex, religion or national origin.

(i) The Grantee shall designate a Project Officer who shall be the main contact person for all Project activities and decisions.

(j) The Grantee shall be responsible for the proper physical maintenance and supervision of the Project.

(k) The Grantee shall provide to the County financial statements, as requested in the Program Guidelines and at any time that the County Administration, Commission or Board so requests.

(l) County Audit: The Grantee shall maintain accurate and detailed records, in accordance with generally accepted accounting principles, consistently applied, or all expenditures or costs relating to any work or expenditures under this contract. For all work and expenditures under this contract, Durham County has the right to inspect, examine, and make copies of any and all books, accounts, records and other writings relating to the performance of the work. If the work is being performed on a fixed basis, Durham County has the above specified rights for all extra work and/or change orders under this contract. Such audit shall be extended to Durham County or to any representative designated by Durham County. Audits shall take place at times and locations mutually agreed upon by both parties, although the Grantee must make the materials to be audited available within one (1) week of the request for them.

(m) Grantee shall qualify as a 501(c) (3) business pursuant to the requirement of the Internal Revenue service laws, and shall maintain this status for the duration of the Project.

(n) Grantee shall qualify as a non-profit corporation under the laws of the State of North Carolina, and shall maintain this status for the duration of the Project.

## **ARTICLE V**

### **Section 1. Obligation of the County.**

(a) The County shall pay to the Grantee the amount of AMOUNT in installments or according to the Grantee's program needs put forth and approved by the Commission and the Board when the grant award is approved, see Exhibit A.

(b) The amount of money stated in Article V (a) above shall constitute the full obligation of the County to the Grantee.

## **ARTICLE VI**

### **Section 1. Miscellaneous Provisions:**

(a) Each project shall be open to all Durham County residents with the following provisions:

The administration of the Project is the responsibility of the Grantee; however, as a joint public venture, the service shall be made available to all County residents on a space available basis. Given inherent space and time limitation, it is understood that all county residents may not be able to participate at a time of their choice.

(b) The Grantee represents and agrees that it is an independent contractor. To the fullest extent permitted by laws and regulations, the **CONTRACTOR** shall indemnify and hold harmless the **COUNTY** and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential

(including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the **CONTRACTOR** or its officials, employees, or contractors under this Contract or under the contracts entered into by the **CONTRACTOR** in connection with this Contract. This indemnification shall survive the termination of this agreement.

(c) The Grantee understands and agrees that if the Grantee alters the purpose of the project without the consent of the County, the County shall have the right to claim and be entitled to full reimbursement from the Grantee the amount of money the County has invested in the Project and the Grantee shall, upon receiving such demand, immediately make full reimbursement of that amount to the County.

(d) If the Project is not conducted as set forth in Exhibit A, the County shall have the right to cancel this Contract upon the giving of written notice of such cancellation to the Grantee; and, the County shall have the right to claim and be entitled to full reimbursement from the Grantee the amount of money the County has invested in the Project and the Grantee shall, upon receiving such demand, immediately make full reimbursement of that amount of money to the County.

(e) The Grantee agrees to comply with the Program Guidelines for the Durham County Matching Grants Program for recreation and Open Space Projects, which is incorporated herein by reference and is Exhibit D.

(f) If, because of the Grantee's non-compliance with either, this Agreement, the Application or Program Guidelines, the Grantee agrees that the County shall have a lien on any property purchased with Matching Grant Funds.

**IN WITNESS WHEREOF**, the Durham County Board of Commissioners by resolution approved and caused these presents to be signed by the Durham County Manager, and the governing body of the Grantee has approved and caused these presents to be signed by its Chief Official and attested to by its Secretary.

This \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_

ATTESTED:

DURHAM COUNTY

BY: \_\_\_\_\_  
Vonda Sessoms, Clerk to the Board

BY: \_\_\_\_\_  
Michael M. Ruffin, County Manager

(DATE) \_\_\_\_\_

(DATE) \_\_\_\_\_

ATTESTED:

GRANTEE ORGANIZATION

BY: \_\_\_\_\_  
(Secretary)

BY: \_\_\_\_\_  
(Chief Official) (Title)

(DATE) \_\_\_\_\_

(DATE) \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
George K. Quick., Durham County Finance Officer

**Appendix B**

**DURHAM COUNTY MATCHING GRANTS PROGRAM  
SIX MONTH PROGRESS REPORT**

Durham County Matching Grants Program  
Budget and Management Services Department  
County Administrative Complex, 4<sup>th</sup> Floor  
200 East Main Street  
Durham, NC 27701

Project \_\_\_\_\_  
Grantee \_\_\_\_\_  
Grant Amount \$ \_\_\_\_\_  
Grant Contract Date \_\_\_\_\_

Check the activities below and list additional activities that show how the project has been implemented.

- |   |   |
|---|---|
| <input type="checkbox"/> Advertising Project Publicly     | <input type="checkbox"/> Purchased Supplies & Materials |
| <input type="checkbox"/> Securing Contracts or Agreements | <input type="checkbox"/> Accomplished Task              |
| <input type="checkbox"/> Organizing Volunteer Labor       | <input type="checkbox"/> Other                          |
| <input type="checkbox"/>                                  | <input type="checkbox"/>                                |

---

Describe the activities checked and listed above. *(This report may be submitted in letter form but all information requested must be included in the letter.)*

(continue on back)

---

Submitted By: \_\_\_\_\_  
(Name and Title)  
\_\_\_\_\_  
(Signed) Date \_\_\_\_\_

Approved By: \_\_\_\_\_  
(Organization's Chief Official, and Title)  
\_\_\_\_\_  
(Signed) Date \_\_\_\_\_

**Appendix C**

**Durham County Matching Grants Program  
Final Report**

Durham County Matching Grants Program  
Budget and Management Services Department  
County Administrative Complex, 4<sup>th</sup> Floor  
200 East Main Street  
Durham, NC 27701

Project \_\_\_\_\_  
Grantee \_\_\_\_\_  
Grant Amount \$ \_\_\_\_\_  
Grant Contract Date \_\_\_\_\_

---

**A FINAL REPORT must be submitted for all projects along with the last request for funds. The project is not considered complete and funds will not be disbursed without a FINAL REPORT on file. The report must also be submitted with documentation of expenditures one month after an advance of total grant funds. (This report is to serve as the applicant's internal assessment of the project's accomplishments. It will be used as the determining factor in the DOST's consideration of future projects and in the evaluation of the merits of all projects of this type. It may be submitted in letter form but all information requested must be included in the letter.)**

---

**I. Evaluate Planned Project Objectives**

**List Project Objectives**(item #8 of application)      **Rate Accomplished Objectives** 1(low) to10(high)  
(Explain your rating of accomplishments.)

II. Project Activities and Results

**Project Activities Planned**  
(refer to application)

**Actual Project Activities Accomplished**  
(explain)

---

III. General Comments or Concerns (Make any observations about the project's progress in reaching its objectives or about the Matching Grants Program in general. Indicate any areas of concern.)

Submitted By: \_\_\_\_\_  
(Name and Title)  
\_\_\_\_\_ Date \_\_\_\_\_  
(Signed)

Approved By: \_\_\_\_\_  
(Organization's Chief Official, and Title)  
\_\_\_\_\_ Date \_\_\_\_\_  
(Signed)

**Appendix D (Available in Excel from Matching Grants Coordinator)  
REIMBURSEMENT REPORT / REQUEST**

Durham Open Space and Trails Commission  
 Matching Grants Projects  
 Durham County Budget Department  
 200 East Main Street  
 Durham, NC 27701

Organization Name \_\_\_\_\_  
 Date Prepared \_\_\_\_\_ Request Number \_\_\_\_\_

	<b>Expenditures this Report</b>	<b>Expenditures Total to Date</b>	<b>Budget</b>	<b>Remaining Funds</b>
<b>Approved Budget</b>				
Land	_____	_____	_____	\$0.00
Improvements	_____	_____	_____	\$0.00
Labor	_____	_____	_____	\$0.00
Supplies	_____	_____	_____	\$0.00
Other	_____	_____	_____	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Your Match</b>				
Land	_____	_____	_____	\$0.00
Cash	_____	_____	_____	\$0.00
Labor (volunteer)	_____	_____	_____	\$0.00
Other	_____	_____	_____	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Grant</b>				
<b>Reimbursement</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**CERTIFICATION:** I, the undersigned official, certify that the above data is correct, based on the official accounting system and records of this organization receiving County funds and that expenditures shown have been made for the purpose of and in accordance with applicable grant terms and conditions, and that documentation to support these cost and expenditures is attached.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Organization's Chief Official)

\*\*\*\*\* (County Only) \*\*\*\*\*

Grant Funds Approved for This Payment: \$ \_\_\_\_\_

Administrator: \_\_\_\_\_ Date: \_\_\_\_\_