AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Award; MetRec; Shady Island River Park Proje

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC and Metrec

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Metrec awarded $45,000 to the County for the Shady Island project.

Fiscal Impact:

Submitted by: Rachel Sabbato **Submitter's Email Address:** rsabbato@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/11/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 6/12/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/12/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 6/12/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/16/2020

Revised April 2015

June 8, 2020

Gunnison County

Re: Shady Island River Park

Dear Cathie,

This letter is to acknowledge the approval of your grant request submitted to the Gunnison County Metropolitan Recreation District (Met Rec). You have been approved for $45,000 in grant monies for the above referenced project.

Met Rec strives to improve our citizens' quality of life by promoting vital recreation opportunities. This year, we received Developed Recreation grant requests for over $156,000 for a wide range of well qualified proposals, with requests ranging from $2,200 to $50,000.

The release of these grant funds is subject to your entering into a Funding Agreement which must be signed by both Met Rec and the awarded party. Please review the Funding Agreement and return an electronic copy signed by you. Once we receive the signed copy, it will be signed by Met Rec and I will send you a fully executed copy.

Please contact our office at 970-641-8725 with any questions, or by e-mail at hedda@gcmetrec.com.

Thank you for providing the community with a valuable recreation experience.

Congratulations,

Hedda Peterson

Hedda Peterson
District Manager

FUNDING AGREEMENT

This Funding Agreement is made and entered into between the Gunnison County Metropolitan Recreation District (District) and Gunnison County (Grantee), effective as of the date of the District's execution hereof.

RECITALS

A. The District has been organized as a Colorado Special District pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S., for the purpose of providing television relay and translation services and parks and recreation services and facilities, all as further set forth in the District's Amended Service Plan.

B. The District's mission includes collaborating with and providing funding for park and recreation departments, authorities, or other governmental entities and non-profit organizations.

C. Grantee proposes to perform the project described in ***EXHIBIT A*** attached hereto (Project) and has made application to the District for financial assistance.

D. The Project is consistent with the purposes and the mission of the District.

E. The District has reviewed the Project and desires to assist with the funding of the Project subject to the terms and conditions of this Agreement, and Grantee desires to receive such financial assistance from the District as provided in this Agreement and subject to the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the reciprocal promises contained in this Agreement, the District and Grantee agree as follows.

1. Grantee's Project Plan and Use of Grant Money.

1.1 Grantee's estimate of the total cost of the Project is set forth on ***EXHIBIT A***.

1.2 The grant amount awarded to Grantee by the District is $45,000.00. The grant funds advanced by the District to Grantee shall be used only for services, materials, and labor for the Project as such services, material, and labor are described in ***EXHIBIT A*** (Funded Work).

1.3 The estimated date for commencement of the Project is June 1, 2020. The

estimated date for the completion of the Project is June 1, 2022.

1.4 Grantee understands that (1) the grant funds have been appropriated by the current board for the District from the District's current budget; (2) the District's budget must be approved each year; (3) if the Grantee does not or cannot complete the Project within the estimated time frame, the District cannot guarantee that (a) the grant funds will be available under future budgets or (b) that a future board will appropriate the grant funds in the future.

2. District's Financial Assistance.

2.1 The funds are awarded to Grantee pursuant to the terms and conditions set forth in this Funding Agreement.

2.2 The grant funds will be paid to Grantee as follows: Upon completion of the Project, Grantee shall submit a Request for Payment together with an itemized statement for expenditures on the Project (Request for Payment). The Request for Payment shall include invoices for materials received and labor and services performed on the Funded Work and paid for by Grantee, or to be paid upon receipt of funds from the District.

2.3 The Request for Payment shall include:

2.3.1 A representation and warranty by Grantee that the Project is complete and that all amounts due and payable for the Funded Work have been paid or, alternatively, a covenant that such amounts will be paid with the funds advanced to Grantee by the District in response to the Request for Payment.

2.3.2 A representation and warranty by Grantee that all work done on the Funded Work has been completed in a good and workmanlike manner and in accordance with the specifications contained in ***EXHIBIT A***.

2.4 After review of the Request for Payment, the District may:

2.4.1 Require such additional documentation as the District deems necessary;

2.4.2 Conduct a joint inspection of the Project with Grantee to review work completed and to verify that the Project is complete in accordance with ***EXHIBIT A*** and consistent with the standards set forth in this Funding Agreement;

2.4.3 Make adjustments to the amount of funds requested by Grantee in its sole discretion.

2.5 The District shall disburse the grant amount, or so much thereof as is approved,

within thirty days after approval of the Request for Payment by the District.

3. Grantee's Additional Responsibilities and Liabilities.

3.1 Grantee shall be responsible for making all Agreements and assuring the acquisition of all interests in property or other rights and all permits or other governmental approvals needed to complete the Project.

3.2 Grantee shall be responsible for the acts, errors, and omissions of Grantee and its employees, consultants, agents, and any other persons employed or retained on behalf of Grantee in connection with the Project and for the acts, errors and omissions of the Project's owners and users. The parties recognize that the District and Grantee are governmental entities subject to the provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq*., Colorado Revised Statutes. Nothing herein shall or is intended to alter in anyway the District's or the Grantee's governmental immunity.

3.3 Grantee warrants performance of this Agreement and the completion of all work required for the Funded Work. Grantee and any persons working on its behalf shall at all times comply with all applicable local, state, and federal laws and regulations. Not by way of limitation of the foregoing, it is specifically agreed that neither Grantee nor any persons working on its behalf on the Project shall discriminate against any person because of age, race, sex, national origin, ancestry, disability, or religion.

4. Authorized Representatives, Addresses.

4.1 The District designates Hedda Peterson, District Manager, as its representative to act for the District in connection with this Agreement. All communication with the District shall be directed to:

Gunnison County Metropolitan Recreation District
Hedda Peterson, District Manager
710 S. 9th St.
Gunnison, CO 81230
Telephone: (970) 641-8725
hedda@gcmetrec.com

4.2 All communication with Grantee shall be directed to:

_____
_____
_____
_____

5. Miscellaneous.

5.1 Assignment. The Agreement involves the grant of public money for public purposes. Consequently, this Agreement shall not be assigned by Grantee without the District's prior written approval, which may be withheld in the District's sole discretion.

5.2 Binding Effect. This Agreement shall be immediately binding upon both parties and their respective successors, if any.

5.3 No Partnership, Joint Venture or Third Party Beneficiaries. This Agreement is not intended to and does not create any partnership, joint venture or similar relationship between the District and Grantee or any other persons or entities. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the District and Grantee, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person or entity. It is the express intent of the parties to this Agreement that any person or entity receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

5.4 Additional Limitations on the District's Responsibilities. The District's involvement with the Project's construction and operation shall be limited to payment of the stated sum in the form of a grant to Grantee. The District shall not be responsible for or in control of the Project's feasibility, implementation, operation, maintenance, repair, or replacement.

5.5 Publicity. Grantee agrees that the District may publicize the Project in local media or otherwise, including, without limitation, photographs, costs, and participants, for the purpose of promoting the District's grant program and its benefits.

5.6 Remedies. If Grantee is in breach or default of any obligation under this Agreement, the District may give Grantee written notice of such breach or default. Upon receipt of such notice, within thirty days Grantee shall both cure such breach or default and provide the District evidence of such cure. If Grantee fails to cure any such breach or default within thirty days, the District may terminate this Agreement and Grantee shall be required to promptly repay to the District the full amount of any grant funds received. As part of any judgment in an action for breach or for enforcement of this Agreement, the District shall be awarded its attorneys' fees and litigation costs.

5.7 Notices. All notices required or appropriate pursuant to this Agreement shall be given in writing to the parties' designated representatives at the addresses stated in paragraph 12. Notices shall be deemed received upon hand delivery or three days after first class mailing thereof with return receipt requested or confirmed delivery of electronic mail.

5.8 Entire Agreement/Amendments. This Agreement is the complete integrated understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment to this Agreement shall have any force or effect unless stated in writing approved and executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions stated herein.

GUNNISON COUNTY METROPOLITAN RECREATION DISTRICT:

By: _____
Hedda Peterson, District Manager

GRANTEE:

By: _____
Print Name:_____, its authorized representative

EXHIBIT A

Developed Recreation Grant

APPLICATION

General Information	
Applicant Entity/Organization	Gunnison County
Mailing Address	221 North Wisconsin Street, Unit D
Lead Contact, Title	Cathie Pagano, Director of Community & Economic Develop.
Telephone	970-641-0360
E-mail	cpagano@gunnisoncounty.org
Project Title	Shady Island River Park
Grant Request Amount	$ 50,000
Match Amount	$1,184,816.18
Total Project Cost	$1,746,816.18

1. PROJECT DESCRIPTION (200 words max.)

Gunnison County purchased the Shady Island parcel in 2017 and will complete the work and oversee the project. This site is an opportunity to replace the existing North Bridge site while providing additional recreational sites and amenities within close proximity to population areas. Gunnison County proposes the development of the Shady Island River Park in two phases. The Shady Island River Park project includes: improvements to instream water quality and habitat, protection areas of riparian habitat, installation of a boat ramp, boat prep areas, parking area for 79 vehicles, trails, picnic pavilion and tables, children's nature play area, nineteen campsites, and two bathrooms. It will provide community access to a beautiful site of natural amenities and opportunities to connect with nature while providing safe access to the Gunnison River.

We are requesting funding support for Phase 1 of this project, construction will begin in Spring 2020. Phase 1: Site prep, install and gravel parking areas; infrastructure for water, sewer, electric; boat ramp; staging areas; kayak and SUPS river access, campground, bathroom, river, riparian, and habitat restoration. Pedestrian access will include trail and walkway improvements and routes to riverbank for fishing opportunities. Phase 2 is expected to begin in 2022.

2. NEED (200 words max.)

The current North Bridge site is unsafe, and isn't sustainable nor a good experience for our community. The site access is unsafe, congested, chaotic and does not have the necessary infrastructure (bathrooms, trash service, parking areas, unloading and prep zones) nor valuable community amenities (picnic areas, camping, and trails) to accommodate users. This river park system would be a catalytic amenity for the community and demonstrate cross-agency collaboration.

The Shady Island project will serve a wide array of our community members from youth, Latino-community, WCU students, seniors, neighbors, boaters, anglers, walkers, and nature lovers. Users come from the entire Gunnison Valley and surrounding areas to utilize this site on the Gunnison River. It is critical that this project is funded and constructed now, as numbers on the river grow exponentially and current river access areas do not have the infrastructure to accommodate the resulting high volume impacts. If not awarded this grant, key components for infrastructure will not be funded for phase 1 in 2020.

Shady Island River Park Project aligns with the District's 2020 Recreation Strategic Plan by improving access to the Gunnison River, serving the entire valley and reducing local barriers to the outdoors for many population groups.

3. PLANNING/SUSTAINABILITY (100 words max.)

The Shady Island River Park project will be maintained and managed by Gunnison County as a long term, high quality amenity. A full time camp host will be on-site during the summer season to manage the campground and enforce park policies.

This is a two phase project with construction beginning Spring 2020 and phase 2 expected to begin in 2022. Future phases will be funded similarly to phase 1, by grants and collaborative partnerships. The estimated annual costs to maintain the project are approximately $20,000 per year, which will be supported by revenue from the campground.

4. MATCHING FUNDS & PARTNERSHIPS (150 words max.)

Partnerships and collaboration are a crucial component of the Shady Island project. The MetRec district was one of the first partnerships in 2018 funding park planning . Colorado Parks and Wildlife has assisted in the design of in-stream improvements for the revitalizing the fishery. Upper Gunnison River Water Conservancy District has provided information on floodplain connectivity and riparian ecosystems. Trout Unlimited has contribute a volunteer day to clean debris from the existing site. Colorado Water Conservation Board has been on site and provided recommendations for riparian restoration. Each one of these entities has also awarded the County grant monies as detailed in the project budget. $1.1 million has been secured beyond the required 25% with just three grants pending including this one, just over $400,000 will be needed to finish phase 2. The County will secure this remaining money by grants and other collaborative sources.

5. VISIBILITY (50 words max.)

If awarded this grant, Gunnison County will recognize the District's support through a press release in partnership with the District and the District's logo can be included on park signage.

6. PROJECT BUDGET- Please see attached excel sheet.

7. BUDGET NARRATIVE (200 words max.)

Gunnison County is asking that this grant amount, if awarded, assist in paying for water and sewer infrastructure for the Shady Island River park restrooms. One will be located on the island near the boat ramp and the other will be by the campground and main parking lot. These underground utility extensions are the crux to getting restrooms installed and providing services that would make this the high quality amenity Shady Island River Park can provide. Additionally, the new campground and bathrooms at Shady Island are critical to offsetting dispersed camping impacts in the backcountry and accommodating the increasing number of visitors camping and utilizing the Gunnison River. The Coal Creek Watershed Coalition has reported the increasing levels of e.coli in the upper valley and the relationship to increased camping and recreation in the area. The creation of designated campgrounds with central services such as water and sewer reduces the impacts of recreation on our water quality and water bodies.

EXHIBIT A
Gunnison County- Shady Island River Park Funding Agreement
Page 3 of 3

Project Budget

	Source of Funds	Date Secured		MetRec Request	UGRWCD Request	Gates Grant Request	Applicant Match ($)	Partner Match ($)	Total Funding ($)
CASH									
	Met Rec District request			50,000					50,000
	UGRWCD request	Mar-20			30,000.00				$50,000.00
	Gates Family Foundation					100,000.00			$100,000.00
	CO Water Conservation Board	Jun-19						200,000.00	$200,000.00
	CPW Fishing is Fun	Aug-19						90,000.00	$90,000.00
	Upper Gunnison River Water	Apr-19						40,000.00	$40,000.00
	Gunnison County Metropolitan	Oct-18						30,000.00	$30,000.00
	Trout Unlimited	Oct-18						10,000.00	$10,000.00
	National Forest Foundation	20-Mar						10,000.00	$10,000.00
	Gunnison County	Sep-19					50,000.00		$50,000.00
	Gunnison County Land Purchase	Sep-19					1,094,816.18		$1,094,816.18
IN-KIND									
	Gunnison County	Sep-19					40,000.00		$40,000.00
	Trout Unlimited	1-Oct-18						2,000.00	$2,000.00
TOTAL SOURCE OF FUNDS				**$50,000.00**	**$30,000.00**	**$100,000.00**	**$1,184,816.18**	**$382,000.00**	**$1,746,816.18**

CASH	Use of Funds	Number of Units	Cost Per Unit	MetRec Request	UGRWCD Request	Gates Funds Request	Applicant Funds	Partner Funds	Total Funding ($)
Site and Infrastructure						100,000.00	1,184,816.18	382,000.00	$0.00
Site	Land acquisition (payoff)	1.00	1,094,816.18						$1,094,816.18
SGM, Inc	Civil Engineering/Survey	1.00	25,000.00						$25,000.00
McLaughlin Whitewater	Water Side Engineering & Design.	1.00	82,000.00						$82,000.00
Williams Drilling	Well	150.00	150.00						$22,500.00
Contractor (TBD)	Water Distribution	520.00	80.00	25,000.00					$16,000.00
Contractor (TBD)	Sewer Service	480.00	75.00	25,000.00					$11,000.00
Contractor (TBD)	Water Treatment	1.00	90,000.00						$90,000.00
Contractor (TBD)	Road Base and Prep	500	45						$22,500.00
Contractor (TBD)	Boat Ramp Prep	150.00	40.00						$6,000.00
Contractor (TBD)	Boat Ramp Paving	130.00	140.00						$18,000.00
Contractor (TBD)	Bio-swales storm water drainage				15,000.00				$35,000.00
Contractor (TBD)	Parking lot prep. (2 lots)	2,600.00	45.00						$92,000.00
Contractor (TBD)	Underground electric lines	800.00	65.00						$52,000.00
Contractor (TBD)	gravel path	1,500.00	6.00						$9,000.00
Contractor (TBD)	sidewalk paving (ADA path)	130.00	40.00						$5,000.00
Contractor (TBD)	Concrete abutments	2.00	4,000.00						$8,000.00
Contractor (TBD)	Traffic bridge (bottomless culvert)	30.00	800.00						$24,000.00
Contractor (TBD)	Walking bridge	20.00	200.00						$4,000.00
Contractor (TBD)	Privacy fence	600.00	50.00						$30,000.00
Contractor (TBD)	Riparian habitat restoration				$15,000				$35,000.00
Contractor (TBD)	Streambank improvements (boulders)	120.00	275.00						$33,000.00
Contractor (TBD)	Pre-fab restrooms	2.00	70,000.00						$140,000.00
USE OF FUNDS - CASH SUBTOTAL				**$50,000.00**	**$30,000.00**	**$100,000.00**	**$1,184,816.18**	**$382,000.00**	**$1,746,816.18**

IN-KIND	Use of Funds	No. of Units / Hours / Acres	Cost Per Unit / Hour / Acre				Applicant Funds	Partner Funds	Total Funding ($)
Professional Services									$0.00
Gunnison County	Clearing and Grubbing	1.00	20,000.00				20,000.00		$20,000.00
Gunnison County	Clean up buried tanks/ old utilities	1.00	20,000.00				20,000.00		$20,000.00
Trout Unlimited	Site Clean-up	1.00	2,000.00					2,000.00	$2,000.00
	SUBTOTAL					**$0.00**	**$40,000.00**	**$2,000.00**	**$42,000.00**
	Contingency						**$0**	**$0**	**$57,393**
	TOTAL PROJECT COST						**$1,224,816.18**	**$384,000.00**	**$1,816,209.18**

1

Request for Payment

2020 Grant Cycle

Organization Name:
Project Title:
Grant Amount:
Name and title:
Mailing Address:
Phone:
E-mail:
Project Start Date:
Project End Date:

Project Description (3-5 sentences)**:**

Briefly describe the community impact of your project and/or program (3-5 sentences)**:**

Please describe how and where Met Rec's contribution has been or will be acknowledged (3-4 sentences)**:**

Provide 3-5 photos (with descriptions) of the project and/or program:

Itemized Statement for Expenditures

Please provide the following information as an attachment:

- An itemized list detailing the use of grant funds
- Copies of all paid invoices for materials received and labor and services performed on the funded work paid for by Grantee, or to be paid upon receipt of funds from the District