AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Funding Agreement; MetRec; GCSAPP

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County Metropolitan Recreational District and GCSAPP

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

Summary:

Grant for Choice Pass scholarships.

Fiscal Impact: $4,000

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@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

FUNDING AGREEMENT

This Funding Agreement is made and entered into between the Gunnison County Metropolitan Recreation District (District) and the Gunnison County Substance Abuse Prevention Project (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 $4,000.00. 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, 2021.

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. Grantee agrees to indemnify, hold harmless, and defend the District and its directors, officers, employees, agents, and attorneys for the actions, errors and omissions of Grantee and Grantee's employees, consultants, agents, and any other persons employed or retained on behalf of Grantee in the performance of this Agreement and for the acts, errors and omissions of the Project's owners and users. The parties recognize that the District is a governmental entity 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 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
Hedda Peterson, District Manager

GRANTEE:

By: _____
Print Name: _____, its authorized representative

EXHIBIT A

Community Collaboration Grant

APPLICATION

General Information	
Applicant Entity/Organization	Gunnison County Substance Abuse Prevention Project
Mailing Address	200 E. Virginia Ave
Lead Contact	Emily Mirza
Title	Youth Programming Coordinator
Telephone	970-641-7612
E-mail	emirza@gunnisoncounty.org
Project Title Grant Request	Choice Pass Program Scholarships
Amount	$8,000
Matching Funds	$3,600
Total Project Cost	$11,600

PROJECT DESCRIPTION (100 words max.) -Please describe in detail the program or project. Be sure to explain how the project/program provides a recreational outlet for the area's residents. Provide the project/program's timeline (anticipated start/end times). (10 pts)

Choice Pass (CP) is a substance abuse, bullying, and suicide prevention program for Gunnison County 6th-12th grade youth. Youth and parents make a pledge together each fall. Youth to remain substance free and make healthy choices and parents to be supportive through adolescence. Youth gain access to 40 discounts including a discounted ski pass, Rec Center pass, and access to leadership/recreation opportunities. Funding will be utilized for scholarships for CP youth to engage in healthy activities. The program timeline is the 2020/2021 school year with scholarships applications due the end of October and awarded the first week of November.

2. NEED (200 words max.) -Please describe how you determined the need for this project/program. Please demonstrate the necessity of Community Collaboration Grant funds in order to achieve the project/program goals. (25pts)

Under the umbrella of CP is the scholarship program. Annually, CP enrolls 600 youth. Despite the discounts, many families in CP still face financial barriers, the scholarship program helps reduce this burden. CP youth are eligible to apply for scholarships each fall supporting healthy activities such as ski passes, school sports, dance, avalanche classes, art, hockey and recreation/leadership programming. This past year we received the highest number of

applications and awarded 30 youth with scholarships. It was the first year we were unable to award all applicants with a scholarship and several received partial scholarships. Signing up for CP is free, but with 600 youth enrolled we want to offer economically challenged and disadvantaged youth the chance for financial assistance to access recreational outlets, healthy activities, and the gear/equipment to participate. This coming year we foresee higher application numbers based on increased demand from previous years and the heightened financial challenges many families will face post COVID-19.

Thank You Note, Gunnison 8th Grader:

"Thank you so much for the scholarship for the ski pass. It makes the snow season so much more fun. Without CP and the scholarship, I would not be having an experience that I love to do."

3. OUTCOMES (200 words max) -Demonstration of positive outcomes for program participants or project users. If you're requesting funds for an existing program, how has the program impacted participants in the past? If you're requesting funds for a new project/program, please provide clear project goals and describe how you will measure the success of the program/project?(20pts)

The goal of the CP is to engage and educate 6th-12th grade youth in positive development activities, help to create a tool for youth and parents to encourage healthy behaviors and open communication, create a platform for recognizing and celebrating the youth in our community, and create a caring network of community members. One barrier to this program is financial ability to engage in some of the perks of the CP program, thus the scholarship program. Youth who participate in prosocial and recreational activities build skills in healthy decision making, resiliency, self-advocacy and have the opportunity to build relationships with trusted adults and peers in the community. Thus, buffering the effects of adversity and lowering engagement in risky activities. Many CP scholarship recipients would not have the financial ability to access our communities' vast recreational outlets and healthy activities. In addition, CP scholarship recipients indicate the ability to spend increased time with family and friends while engaging in healthy activities.

4. ACCESS (100 words max.) -Demonstration of the breadth of the population served and the project/program's reach into underserved segments of the greater Gunnison Valley community. Please also describe how many residents are expected to benefit from the project/program and if possible, detail the anticipated demographics of those residents. (15pts)

Our goal is to provide up to 50 youth with scholarships in order to increase access to healthy activities and outdoor recreation/ leadership opportunities. There are over 600 youth and 350 parents enrolled in the program. Approximately, 7% of CP youth are Latino and 2% are homeschool or online students. According to Kids Count CO, 23% of youth enrolled in the Gunnison Watershed RE1-J school district qualified for free/reduced lunch in 2019. Youth whose parents can provide documentation of financial need such as free/reduced lunch, pay stub, Medicaid, or food stamps receive scholarship priority.

5. ALIGNMENT (100 words max.) -Demonstration of alignment with the District's 2020 Recreation Strategic Plan.(10 pts)

Youth, low socioeconomic status families, and Spanish speaking families face some of the largest barriers to access outdoor recreation in the Gunnison Valley. The CP scholarship program aligns with *Action Item 3 – Increased Access to Recreation* to help reduce these barriers. The goal of the scholarship program is to provide financial support to access healthy activities, outdoor recreation and the gear/equipment for CP youth. In addition, CP aligns with *Action Item 4 – Community Collaboration*. One of the cornerstones of CP is partnering with over 40 local business and youth serving agencies to recognize and celebrate our young people's healthy choices.

6. VISIBILITY (50 words max.) -If funded, how will you recognize the District's support? (5 pts).

Funders and business support partners are listed on the CP website at www.choicepass.net. Annually, funders, donors, and business support partners are recognized in the Gunnison Country Times and Crested Butte News.

7. *BUDGET-Please provide a project budget and budget narrative(no more than 1page)as a* separate document. Budget narrative is to be no more than 200 words.(15 pts)

CP is requesting $8,000 to support 2020/2021 scholarships needs for up to 50 CP youth. Currently, CP has a 31% match in hand for the total program costs.

- 25 youth @ $200 for equipment/gear rental and $135 for recreation activity costs
  - $335 per youth
  - TOTAL = $8,375
- 25 youth @ $129 for recreational activity costs
  - $129 per youth
  - TOTAL = $3,225
- **Scholarship TOTAL = $11,600**

Budget		
Fundraising	Portion allocated for scholarships	$2,000
In-Kind Equipment Donations	Gene Taylor and Christy Sports x 8 rentals @ $200 ea.	*$1,600*
Met Rec Request		$8,000
TOTAL		**$11,600**