AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement; Great Outdoors CO

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: GOCO and Gunnison county

Term Begins: **Term Ends:** 6/13/2022 **Grant Contract #:**

Summary:

Authorization of signature for contract agreement for award of GOCO Stewardship Impact Grant

Fiscal Impact: 350000

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Will be added to budget through a budget amendment request. Three Year grant. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/7/2019

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

Comments:
ok db 8/15/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/15/2019 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/15/2019

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

Agenda Date: 8/20/2019

Revised April 2015

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GRANT AGREEMENT

Project Name: Gunnison County Stewardship Program
Project Completion Date: June 13, 2022
Contract No.: 19500

PARTIES TO AGREEMENT

Board/GOCO: The State Board of the Great Outdoors Colorado Trust Fund
1900 Grant St., Suite 725
Denver, CO 80203

Grantee: **Gunnison County**
202 East Virginia Avenue, Gunnison, CO 81230

EXHIBITS

Exhibit A Grantee Resolution
Exhibit B Approved Budget

RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund ("GOCO" or the "Board") is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to GOCO and directs GOCO to invest those proceeds in the state's parks, wildlife, open space and recreational resources.

B. In 2018, GOCO created a statewide grant program, pursuant to which eligible entities could apply for grants to perform environmental and outdoor recreational stewardship. Grantee listed above ("Grantee") submitted a detailed project application ("Project Application") that contemplates undertaking such stewardship activities. GOCO approved Grantee's Project Application, which is incorporated into this Agreement by reference, on June 13, 2019, subject to the execution of a detailed grant agreement. GOCO and Grantee each have on file a copy of the Project Application. The project described in the Project Application is referred to as the "Project."

C. Grantee shall obtain the matching cash and in-kind contributions for the Project as described in the Project Application and as required by GOCO policy.

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D. The parties intend this agreement to be the detailed grant agreement required by GOCO ("Agreement").

AGREEMENT
SECTION 1 – PROJECT SCOPE

NOW, THEREFORE, in consideration of the premises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.

2. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed $350,000.00 ("Grant"), subject to the terms and conditions set forth in this Agreement.

The Grant shall be used by Grantee solely to complete the Project as approved by GOCO. In the event of a conflict between the Project Application, the parties shall resolve the conflict by mutual agreement. Grantee has provided GOCO with a resolution adopted by Grantee's governing body authorizing Grantee's acceptance of the Grant, subject to this Agreement, and designating an appropriate official to sign this Agreement on Grantee's behalf. The resolution is attached as Exhibit A. Grantee agrees to use its best efforts to complete the Project.

3. Project Scope. Grantee will not materially modify the Project without the written approval of GOCO Staff ("Staff") or the Executive Director of GOCO ("Executive Director"). Any material change to the Project, whether or not such change is approved in writing by GOCO, may result in a reduction of GOCO's Grant or may require a refund to GOCO from Grantee, pursuant to Paragraph 10 of this Agreement. In addition, any material change to the Project that is not approved in writing by GOCO may result in termination of the Grant.

4. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached and incorporated as Exhibit B ("Budget"). The Project Application contains a budget that may not match the approved version attached as Exhibit B and which, therefore, shall not be relied upon by GOCO or Grantee. Where discrepancies exist, the approved Budget in Exhibit B shall control until such time as GOCO approves the final version.

5. Waiver. Prior to the disbursement of funds, the Executive Director in his or her discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by Staff, the Executive Director, or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director or GOCO shall be effective unless in writing executed by them.

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Additionally, any failure by the Staff, the Executive Director or GOCO to take any actions as set forth in this Agreement shall have no legal effect on the contractual duties of the Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

6. Future Funding. This Agreement and the Grant only apply to the Project specifically described in this Agreement. GOCO makes no representations regarding future funding for future phases of the Project, whether or not described in the Project Application or otherwise.

SECTION 2 – GRANT PAYMENT

7. Payment of Grant. Payment of the Grant is subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant and that Grantee has complied with this Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in Section 3. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable, including but not limited to adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future GOCO operating expenses and budgetary needs.

8. Payment Options. GOCO offers two payment options for stewardship grants:

a. *Final Payment.* The Grantee may request one final payment of the entire grant amount for actual expenditures made, upon GOCO's approval of a final report.

b. *Advanced Payment.* The Grantee may request an advanced payment of the entire grant amount upon execution of this Agreement. Grantee must submit sufficient documentation (including contracts, invoices, paystubs, or other reasonable evidence of payment for goods or services) to GOCO on an annual basis for all grant funds and matching funds expended to-date, along with a detailed project status report that documents progress to-date.

Annually, GOCO may conduct an audit of any billing statements, supporting documentation, or other materials relating to the receipt and use of GOCO funds by Grantee or third-party beneficiaries. The Grantee agrees to provide GOCO materials requested as part of any such review. GOCO shall provide the parties written notification if such review indicates deficiencies, errors, or other issues with money previously advanced. The parties agree to confer in good faith within thirty (30) days of receipt of any notifications to achieve a resolution, as appropriate.

9. Payment Schedule. Upon execution of this Agreement, the Grantee is authorized to request an advanced payment. Grantee may request a final payment upon project completion and in conjunction with the submission of a final report.

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10. Withdrawal of GOCO Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of the Grant, to require a full or partial refund of the Grant, and/or to terminate this Agreement if GOCO determines in its sole discretion that:

a. *Altered Expectations*. Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by GOCO infeasible or impractical;

b. *Material Project Changes*. Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by GOCO without prior written approval of the Executive Director;

c. *Inaccuracies*. Any statement or representation made or information provided by the Grantee in the Project Application or this Agreement is untrue, inaccurate or incomplete in any material respect; or

d. *Conditions Precedent Not Fulfilled or Unsatisfactory*. Any of the conditions precedent to funding listed in Section 3 below is not fulfilled by Grantee or is unsatisfactory to GOCO, in its sole discretion.

SECTION 3 – CONDITIONS PRECEDENT

11. Project Completion Date. Grantee shall complete the Project no later than June 13, 2022. Grantee may request an extension of the Project Completion Date in compliance with GOCO's Overdue Grants Policy, as may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event this Project Completion Date is not met and/or Grantee fails to comply with the Overdue Grants Policy.

12. Grantee's Inability to Complete Project. If Grantee determines with reasonable probability that the Project will not or cannot be completed as approved by GOCO, Grantee will promptly advise GOCO in writing.

13. Third-Party Beneficiaries. The Grantee is responsible for contracting with all third-party beneficiaries of the Grant to bind those beneficiaries to the terms and obligations set forth in this Agreement.

14. Matching Funds. Matching funds in the minimum amount set forth in the Project Application must have been received by Grantee, or the status of efforts to secure matching funding was disclosed and has been deemed satisfactory by Staff.

SECTION 4 – OTHER PROVISIONS

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15. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO shall be notified of any such events 30 days in advance. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials. Grantee shall cooperate with GOCO in preparing public information pieces, providing slides and photos of the Project (collectively, "Project Materials") from time to time, and providing access to the Project for publicity purposes. For the avoidance of doubt, all Project Materials generated by Grantee of the Project constitute a "work made for hire" pursuant to the U.S. copyright law (17 U.S.C. Section 201(b)). Grantee agrees that all copyrights and other property rights in the Project Materials developed by Grantee in conjunction with the Project are further owned by GOCO. Grantee forever and irrevocably assigns to GOCO, without further consideration, all right, title and interest in such copyrights and other proprietary rights. Grantee agrees that GOCO, its successors and assigns shall have the exclusive right to file copyright applications in the United States and throughout the world to the Project Materials or any portion of them in the name of GOCO. Grantee agrees that GOCO, its successors and assigns may act as attorney-in-fact to execute any documents that GOCO deems necessary to record this Agreement with the United States Copyright Office or elsewhere. Grantee agrees to execute any and all documents reasonably requested by GOCO to enforce GOCO's rights under this provision.

16. Reporting. Prior to the Project Completion Date, Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project ("Final Report"). The Project is complete when all efforts proposed in the Project Application or in any subsequently approved modification have been completed. The Final Report must be submitted using GOCO's Final Report Form (available by contacting GOCO). In its discretion, GOCO may request additional documentation before its approval of the Final Report.

17. Liability.

a. *Indemnity*. To the extent allowed by law, Grantee shall be responsible for and shall indemnify, defend and hold harmless GOCO, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, GOCO, its members, officers, agents or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

b. *No CGIA Waiver*. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to GOCO or Grantee under the Colorado Governmental Immunity Act as amended or

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as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. GOCO and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO or Grantee, and their members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of GOCO or Grantee, and their members, officers, agents and employees.

c. *Compliance with Regulatory Requirements and Federal and State Mandates*. Grantee assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee agrees to indemnify, defend and hold harmless GOCO, Executive Director and Staff from any cost, expense or liability for any failure to comply with any such applicable requirements.

d. *Nondiscrimination*. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

18. <u>Audits and Accounting Records</u>. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Project. Grantee shall retain the accounts, documents, and records related to the Project for five years following the date of disbursement by GOCO of the Grant funds, and they shall be subject to examination and audit by GOCO or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

19. <u>Breach</u>. In addition to other remedies available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

a. *Prior to Payment of Grant*. GOCO reserves the right to withdraw funding and/or terminate this Agreement.

b. *After Payment of Grant*. GOCO reserves the right to seek equitable relief and/or all other remedies as available to it under applicable law, including but not limited to return of all or a

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portion of the Grant. Further, GOCO reserves the right to deem Grantee ineligible for participation in future GOCO grants, loans or projects.

20. GOCO Policies. With regard to all named GOCO policies referenced in this Agreement, Grantee acknowledges it has received a copy of the policies or otherwise has access to the documents in connection with this Agreement and is familiar with their requirements.

21. Miscellaneous Provisions.

a. *Good Faith*. Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.

b. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Executive Director, who has the sole discretion to withhold consent to assign.

c. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Agreement.

d. *Status of Grantee*. The parties acknowledge that GOCO lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of GOCO or the State of Colorado.

e. *Time is of the Essence*. Time is of the essence in this Agreement.

f. *Survival*. The terms and conditions of this Agreement, including but not limited to Grantee's obligations, shall survive the funding of the Grant and the Project.

g. *Fax and Counterparts*. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.

h. *Notice*. Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Agreement.

i. *Construction; Severability*. Each party has reviewed and revised (or requested revisions of) this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation

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consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

j. *Entire Agreement*. Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

k. *Termination of the Board*. If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of June 13, 2019.

STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND	GRANTEE:
By:	By:
Chris Castilian Executive Director	Title:

GOCO Program Staff: Route Grant Agreement to Executive Director for signature:

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EXHIBIT A

Grantee Resolution

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BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2019 - 3

A Resolution Approving the Grant Application for a Stewardship Impact Grant from the State Board of the Great Outdoors Colorado Trust Fund and the implementation of the Gunnison County Stewardship Program.

WHEREAS, the Gunnison County Board of Commissioners supports the Great Outdoors Colorado grant application for the Gunnison County Stewardship Program on behalf of the Gunnison County Sustainable Tourism and Outdoor Recreation Committee. If the grant is awarded, Gunnison County supports the completion of the project.

WHEREAS, Gunnison County has requested $350,000 from Great Outdoors Colorado to implement the Gunnison County Stewardship Program.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE GUNNISON COUNTY BOARD OF COMMISSIONERS THAT:

1. The Gunnison County Board of Commissioners strongly supports the application and has appropriated matching funds for a grant with Great Outdoors Colorado.
2. If the grant is awarded, the Gunnison County Board of Commissioners strongly supports the completion of the project.
3. The Gunnison County Board of Commissioners authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
4. The Gunnison County Board of Commissioners recognizes that as the recipient of a Great Outdoors Colorado Local Government grant the project site(s) must provide reasonable public access.
5. If the grant is awarded, the Gunnison County Board of Commissioners hereby authorizes the designated Official to sign the grant agreement with Great Outdoors Colorado.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Messner, seconded by Commissioner Mason, and adopted on this 8th day of January, 2019.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Jonathan Houck, Chairperson

Roland Mason, Commissioner

John Messner, Commissioner

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ATTEST:

Elizabeth Mense

Gunnison County Clerk and Recorder

DEPUTY

GUNNISON COUNTY SEAL COLORADO

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EXHIBIT B

Approved Budget

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[Gunnison County Stewardship Program]
Proposed Budget

GOCO
GREAT OUTDOORS COLORADO

PROJECT EXPENSES/CONTRIBUTIONS

	GOCO	Applicant (Gunnison County)	City of Gunnison (secured)	Town of Crested Butte (secured)	Town of Mt. Crested Butte (secured)	USFS-Gunnison Ranger District (secured)	BLM (secured)	Gunnison Crested Butte Tourism Association (secured)	Crested Butte Mountain Bike Association (secured)	Crested Butte Land Trust (secured)	Gunnison Trails (secured)	Gunnison Off-Road Alliance of Trailriders GOATS (secured)	Crested Butte Nordic (secured)	Gunnison Nordic (secured)	Volunteers for Outdoor Colorado (secured)	Total
Cash Expenses																
Stewardship Coordinator Salary																
Year 1	$40,333.38		$1,666.66	$4,000.00					$166.66	$166.66	$166.66	$166.66	$166.66	$166.66	$5,000.00	$52,000.00
Year 2	$40,333.38		$1,666.66		$2,500.00			$1,666.66		$166.66	$166.66	$166.66	$166.66	$166.66	$5,000.00	$52,000.00
Year 3	$45,333.24							$666.68	$166.68	$166.68	$166.68	$166.68	$166.68	$166.68	$5,000.00	$52,000.00
Stewardship Program Funds																
Outreach & Education	$74,666.66	$4,000.00		$1,000		$3,333.33	$3,000.00	$1,666.66								$87,666.65
Restoration & Maintenance	$74,666.66	$4,000.00				$3,333.33	$3,000.00		$166.66							$85,166.65
Infrastucture	$74,666.68	$4,000.00	$1,666.68		$2,500.00	$3,333.34	$3,000.00	$1,000								$90,166.70
CASH SUBTOTAL	*$350,000.00*	*$12,000.00*	*$5,000.00*	*$5,000.00*	*$5,000.00*	*$10,000.00*	*$9,000.00*	*$5,000.00*	*$500.00*	*$500.00*	*$500.00*	*$500.00*	*$500.00*	*$500.00*	*$15,000.00*	*$419,000.00*

In-Kind Expenses		Description	N0. of Units/hours	Cost Per Unit/Hour												
Gunnison County		Staff Time	200 hrs/yr for 3 yrs	$40/hr												$24,000.00
U.S. Forest Service		Staff Time	200 hrs/yrfor 3 yrs	$40/hr												$24,000.00
Bureau of Land Management		Staff Time	80 hrs/yr for 3 yrs	$40/hr												$9,600.00
Crested Butte Mountain Bike Association		Volunteer Time	200 hrs/yr for 3 yrs	$24.14/hr												$14,484.00
Gunnison Trails		Volunteer Time	200 hrs/yr for 3 yrs	$24.14/hr												$14,484.00
Crested Butte Land Trust		Staff Time	40 hrs/yr for 3 yrs.	$26/hr												$3,120.00
																$0.00
																$0.00
IN-KIND SUBTOTAL																*$89,688.00*
TOTAL	***$350,000.00***															***$508,688.00***

CALCULATION OF MATCH REQUIREMENTS

Item	Requirement	Actual	Meets Requirement?
Overall Match	$127,172.00	$158,688.00	Yes
Cash Match	$50,868.80	$69,000.00	Yes
GOCO % of Total Costs	68.80%		

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BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Jonathan Houck, Chairperson

Roland Mason, Commissioner

John Messner, Commissioner

ATTEST:

Elizabeth Mense

Gunnison County Clerk and Recorder

DEPUTY

GUNNISON COUNTY SEAL COLORADO