AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Funding Agreement; Gunnison County Metropolital Re

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: MetRec and Gunnison County

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

Summary:

Signatures for Funding Agreement between the Gunnison County Metropolitan Recreation District (District) and Gunnison County (Grantee) for the $30,000 award for Shady Island.

Fiscal Impact: 2020

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

Finance Review: (●) Required ( ) Not Required

Comments:
This is the amount expected and included in the budget, no concerns. ln

Reviewed by: Discharge Date: 11/15/2019

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

Comments:
ok db 11/8/19

Reveiwed by: Discharge Date: 11/15/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/15/2019

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

Agenda Date: 11/19/2019

Revised April 2015

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 $30,000.00. 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 May, 2020. The estimated

date for the completion of the Project is November, 2020.

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. 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. The parties recognize that the District and the 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:

Organization:
Name, title:
Mailing Address:
Phone:
E-mail:

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

EXHIBIT A
Gunnison County Funding Agreement
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Project Budget

	Source of Funds	Date Secured		GOCO Grant Request	Applicant Match ($)	Partner Match ($)	Total Funding ($)
CASH							
	GOCO Grant Request pending	Mar-20		350,000.00			$350,000.00
	Colorado 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 Conservancy	Apr-19				40,000.00	
	Gunnison County Metropolitan Recreation	Oct-18				30,000.00	
	Trout Unlimited	Oct-18				5,000.00	
	Gunnison County	Sep-19			50,000.00		
	Gunnison County Land Purchase	Sep-19			1,094,816.18		$1,094,816.18
							$0.00
IN-KIND							
	Gunnison County	Sep-19			40,000.00		$40,000.00
	[List Source]						$0.00
TOTAL SOURCE OF FUNDS				**$350,000.00**	**$1,184,816.18**	**$365,000.00**	**$1,899,816.18**

CASH	**Use of Funds**	**Number of Units**	**Cost Per Unit**	**GOCO Funds**	**Applicant Funds**	**Partner Funds**	**Total Funding ($)**
Site and Infrastructure							$0.00
Site	Land acquisition (payoff)	1.00	1,094,816.18		1,094,816.18		$1,094,816.18
SGM, Inc	Civil Engineering/Survey	1.00	25,000.00		25,000.00		$25,000.00
McLaughlin Whitewater	Water Side Engineering & Design, Permitting	1.00	82,000.00			82,000.00	$82,000.00
Williams Drilling	Well	150.00	150.00			22,500.00	$22,500.00
Contractor (TBD)	Water Distribution	520.00	80.00		24,000.00	17,000.00	$41,000.00
Contractor (TBD)	Sewer Service	480.00	75.00		-	36,000.00	$36,000.00
Contractor (TBD)	Water Treatment	1.00	90,000.00	87,000.00		3,000.00	$90,000.00
Contractor (TBD)	Road Base and Prep	500	45	21,500.00	1,000.00		$22,500.00
Contractor (TBD)	Boat Ramp Prep	150.00	40.00	4,000.00		2,000.00	$6,000.00
Contractor (TBD)	Boat Ramp Paving	130.00	140.00			18,000.00	$18,000.00
Contractor (TBD)	Parking lot prep. (2 lots)	2,600.00	45.00	90,500.00		26,500.00	$117,000.00
Contractor (TBD)	Underground electric lines	800.00	65.00	22,000.00		30,000.00	$52,000.00
Contractor (TBD)	gravel path	1,500.00	6.00	4,000.00		5,000.00	$9,000.00
Contractor (TBD)	sidewalk paving (ADA path)	130.00	40.00	5,000.00			$5,000.00
Contractor (TBD)	Concrete abutments	2.00	4,000.00	8,000.00			$8,000.00
Contractor (TBD)	Traffic bridge (bottomless culvert)	30.00	800.00	24,000.00			$24,000.00
Contractor (TBD)	Walking bridge	20.00	200.00	4,000.00			$4,000.00
Contractor (TBD)	Privacy fence	600.00	50.00	30,000.00			$30,000.00
Contractor (TBD)	Streambank improvements (boulders)	120.00	275.00			33,000.00	$33,000.00
Contractor (TBD)	Pre-fab restrooms	2.00	70,000.00	50,000.00		90,000.00	$140,000.00
							$0.00
USE OF FUNDS - CASH SUBTOTAL				**$350,000.00**	**$1,144,816.18**	**$365,000.00**	**$1,859,816.18**

IN-KIND	**Use of Funds**	**No. of Units / Hours / Acres**	**Cost Per Unit / Hour / Acre**	**GOCO Funds**	**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
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
	USE OF FUNDS - IN-KIND SUBTOTAL			**$0.00**	**$40,000.00**	**$0.00**	**$40,000.00**
	Contingency 10% (not required, cannot be GOCO funds)				**$0**	**$0**	**$0**
	TOTAL PROJECT COST			**$350,000.00**	**$1,184,816.18**	**$365,000.00**	**$1,899,816.18**

Remember: the Total Project Cost row must equal the Total Source of Funds row above

CALCULATION OF MATCH REQUIREMENTS

Item	**Explanation**	**Requirement**	**Actual**	**Meets Requirement?**
Minimum Match	25%/Total Costs	$474,954	$1,549,816	Yes
Minimum Cash Match	10%/Total Costs	$189,982	$1,509,816	Yes

CALCULATION OF GOCO %

GOCO % of Total Costs	18.42%

Request for Payment

2019 Grant Cycle

Organization Name:
Project Title:
Project Location:
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