AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement; Great Outdoors Colorado Trust Fun

Action Requested:

Parties to the Agreement:

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

Summary:

Please see the attached.

Fiscal Impact:

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: ◉ Required ○ Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 11/13/2020

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok db 11/12/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 11/12/2020 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/13/2020

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 11/17/2020

Revised April 2015

DocuSign Envelope ID: 4934A553-CC7A-45AD-AE97-F3A317CD5364

GRANT AGREEMENT

Project Name:	The Gunnison County STOR Resilient Community Program
Project Completion Date:	March 31, 2022
Great Outdoors Colorado Contract No.:	21011

PARTIES TO AGREEMENT

Board/GOCO:	The State Board of the Great Outdoors Colorado Trust Fund
Address:	1900 Grant Street, Suite 725 Denver, CO 80203
Telephone:	(303) 226-4520
Contact name:	Matt Brady
Grantee:	Gunnison County
Address:	202 East Virginia Avenue, Gunnison, CO 81230
Contact name:	Cathie Pagano
Date:	October 15, 2020

EXHIBITS

Exhibit A	Project Summary
Exhibit B	Resolution
Exhibit C	Approved Budget
Exhibit D	Approved Workplan/Timeline

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RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund ("GOCO" or "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 2020, GOCO created a statewide grant program pursuant to which eligible entities could apply for grants for resilient communities projects. Grantee listed above ("Grantee") submitted a detailed project application ("Project Application") that contemplates the execution of the project entitled above and described in GOCO's project summary ("Project Summary"), attached and incorporated as Exhibit A ("Project"). GOCO approved Grantee's Project Application, which is incorporated into this Agreement by reference, on September 10, 2020, subject to the execution of a detailed grant agreement. GOCO and Grantee each have on file a copy of the Project Application.

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

AGREEMENT

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

SECTION 1 – PROJECT

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

2. Representations and Warranties of Grantee. Grantee is a County, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached and incorporated as Exhibit B.

3. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed $450,000.00 ("Grant"), subject to the terms and conditions set forth in this Agreement. The Grant shall be used by Grantee solely to complete the Project in substantial conformity with the final plans, specifications, designs, and uses approved by GOCO. In the event of a conflict between the Project Application and the Project Summary, the parties shall resolve the conflict by mutual agreement.

4. Project Scope. Grantee shall not materially modify the Project without the prior written approval of the Executive Director of GOCO ("Executive Director") or the Executive Director's designee, such approval to be in GOCO's sole discretion. Any material modification to the

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Project undertaken without GOCO's prior written consent may be deemed a breach of this Agreement, entitling GOCO to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as approved by the Board, Grantee will promptly so advise the Board and cooperate in good faith to seek a resolution before any further funds are advanced.

5. Grantee Efforts. Grantee agrees to use its best efforts to complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and GOCO's approvals related to the Project.

6. 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 C ("Budget"). Eligible costs are described in Paragraph 12 of this Agreement. Grantee has also completed a Workplan/Timeline that reflects Grantee's anticipated dates for completing all aspects of the Project, a copy of which is attached and incorporated as Exhibit D ("Workplan/Timeline"). The Project Application contains a budget and a workplan/timeline that may not match the approved versions attached as Exhibits C and D and which, therefore, shall not be relied upon by GOCO or Grantee. Where discrepancies exist, the approved Budget and Workplan/Timeline in Exhibits C and D, respectively, shall control until such time as GOCO approves the final versions of both documents.

7. 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 GOCO staff ("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. 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 Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

8. Project Operation and Maintenance.

A. Subject to annual appropriations, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified and for the useful life of the Project stated in the Project Application, in accordance with product warranties and/or the generally accepted standards in the parks/recreation community. GOCO has estimated a useful life of 15 years. Grantee also shall provide and maintain access to the Project and to the Property, regardless of the Property's ownership. Failure to comply with this paragraph may be deemed a breach by Grantee under Paragraph 22 below.

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B. GOCO shall not be liable for any ongoing cost of maintenance, management, or operation of the Project.

C. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

D. Grantee's staff shall request during the Grantee's annual budget process an appropriation sufficient to meet the financial obligations of Grantee under this Agreement. Grantee will use its best efforts to fully consider such appropriation. The parties understand that the Board is relying upon fair and full consideration of annual appropriation in its decision to extend its resources and the Grant and to enter into this Agreement. In the event that Grantee fails to appropriate sufficient funds to meet the obligations of this Agreement, Grantee shall provide notice to the Board of the specific reason(s) for any decision not to appropriate funding. Grantee's staff shall notify the Board of any recommendation not to fund or to partially fund the annual appropriation necessary to fulfill Grantee's obligations under this Agreement.

9. Public Access. Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project for the term specified in Paragraph 8.A. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

10. Insurance. Grantee shall maintain general liability insurance or self-insure for the entire period of the Project for protection in the event of injury and/or damage. The insurance limits shall not be less than $1,000,000 per occurrence and $2,000,000 aggregate. If the Grantee contracts with another organization to complete the Project, it is the responsibility of the Grantee to ensure its contractor carries insurance that fulfills this requirement.

11. 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, Project Summary, or otherwise.

SECTION 2 – GRANT PAYMENT

12. Eligible Costs. The Grant and all matching funds shall be used only for the cost outlined in Exhibit C ("Budget"); these costs are eligible for reimbursement on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). The Grant and all matching funds may not be used to pay for any other costs deemed to be ineligible by the Board, at the Board's sole discretion.

13. Payment of Grant.

A. *Progress Payment*. Grantee may opt to receive a portion of the Grant after starting but prior to completing work on the Project ("Progress Payment"). Grantee shall provide GOCO with a progress report detailing expenditures and progress made to date ("Progress Report"). The

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Progress Report must be submitted using GOCO's Progress Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. A Progress Payment shall not exceed 50% of the Grant or the maximum percentage of funds GOCO can expend for the project to date based on the program's matching requirements, whichever is less. A Progress Payment shall be considered a loan until the Project is complete and Final Payment (as defined below) has been made.

B. *Final Payment.* Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project and its completion ("Final Report"). The Project is "complete" when all facilities, trails, or other improvements included in the GOCO-approved Project scope have been built and are ready for their intended use. The Final Report must be submitted using GOCO's Final Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon GOCO's review and approval of the Final Report, GOCO shall pay the outstanding balance on the Grant ("Final Payment"), subject to any reductions contemplated by any provision of this Agreement.

C. *GOCO Review*. GOCO shall have 30 days to review any Progress Report and Final Report and respond to Grantee.

D. *Waivers of Liens and Claims.* GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics' lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

E. *Modifications.* Payment of the Grant is subject to the Project being completed with no material modifications made, except as otherwise agreed to in advance by GOCO in accordance with this Agreement. The Grant will not be increased, but GOCO may reduce the Grant if the Project changes in any way that GOCO deems material. "Material modifications" may include, but are not necessarily limited to, a reduction in the total cost of the Project, a reduction in the size or number of recreational development components to be constructed, changes to the nature of the recreational development components to be constructed, or any other variance from the Project as presented in the Project Application. It is the sole responsibility of Grantee to inform GOCO of any such modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

F. *Net Lottery Proceeds.* Payment of the Grant is also subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant. 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.

14. 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

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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 that which was presented in the Project Application, approved by GOCO and reflected in the Project Summary, without prior written approval of the Executive Director;

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

D. *Reporting.* The results of GOCO's review of the Progress Report or the Final Report are not acceptable to GOCO;

E. *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;

F. *Delays*. The Project will not or cannot be completed by the Completion Date or any extensions granted, or delays in the implementation of the Project have occurred that make the Project impracticable in the Board's judgment;

G. *Costs*. The Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced; or

H. *Property.* Title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use.

SECTION 3 – CONDITIONS PRECEDENT

15. Completion Date. Grantee shall complete the Project and submit its Final Report no later than March 31, 2022 ("Completion Date"). Grantee may request an extension of the Completion Date in compliance with GOCO's *Overdue Grants* procedure, 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 Completion Date is not met and/or Grantee fails to comply with the *Overdue Grants* procedure.

16. Conditions Precedent to Funding. Anything else in this Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all

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terms and conditions of this Agreement to GOCO's satisfaction in its sole discretion, including but not limited to the following:

A. *Matching Funds.* Matching funds in the minimum amount required by GOCO policy or procedure and as set forth in the approved Budget, or as modified and approved in compliance with GOCO procedures, must have been received by Grantee, or the status of efforts to secure matching funding was disclosed and has been deemed satisfactory by Staff. Grantee shall provide evidence of matching funds as GOCO may require in its reasonable discretion.

B. *GOCO Policies and Procedures.* The Project must comply with all of GOCO's policies and procedures, which may be amended from time to time by GOCO in its sole discretion, and must meet any special Board conditions as listed in the attached Project Summary (Exhibit A).

SECTION 4 – OTHER PROVISIONS

17. 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 cooperate with GOCO in preparing public information pieces, providing access to the Property for publicity purposes, and providing photos or other imagery of the Project from time to time, which GOCO reserves the right to use and duplicate in any print or electronic publication or platform for publicity, illustration, advertising, web content, and other purposes at any time without the need to seek pre-approval from Grantee. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly and 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. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

18. Signage. Grantee shall erect one or more signs at a prominent location(s) on the Project site acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs. GOCO shall approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards prior to completion of the Project. The Board may withhold Final Payment pending evidence of placement of permanent signage.

19. 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)

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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. Grantee acknowledges that Grantee is the owner of the Project and the Property upon which it is located, or has control of the Project and the Property, and that GOCO neither possesses nor controls the Project, the Property, nor the operations of the Project.

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 under the Colorado Governmental Immunity Act as amended or 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 Grantee if 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, its 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, its 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; permits; approvals; local, state, and federal regulations and environmental laws; 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, subcontractors, and agents 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, sex, or any other basis prohibited by local, state, or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

20. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the 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. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use

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reasonable and appropriate accounting systems in maintaining the required records under this Agreement.

21. Inspection. Throughout the term of this Agreement, GOCO shall have the right to inspect the Project to ascertain compliance with this Agreement.

22. Breach. 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, terminate this Agreement, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

B. *After Any Payment of Grant*. GOCO reserves the right to seek specific performance of Grantee's obligations under this Agreement, receive reimbursement in full of any disbursements made under the Grant, including in the event that Grantee does not fulfill its obligations under Paragraph 8 due to lack of annual appropriations, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

In the event GOCO must pursue any remedy under this Agreement and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

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

24. 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. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board and assumes Grantee's ongoing obligations under this Agreement.

C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute under this Agreement shall lie exclusively in the state courts of the City and County of Denver.

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D. *No Joint Venture*. Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee, or other relationship between the parties other than independent contracting parties. Except as permitted under the remedies provisions of this Agreement, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.

E. *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.

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

G. *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 completion of the Project.

H. *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.

I. *Third-Party Beneficiary*. GOCO and Grantee acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between GOCO and Grantee and that no third-party beneficiaries are intended.

J. *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.

K. *Construction; Severability*. Each party has reviewed 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 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.

L. *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.

M. *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

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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 by signature below of their authorized representatives execute this Agreement effective as of .

STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND

By:

Chris Castilian
Executive Director

GRANTEE:
Gunnison County

By:

Title: County Manager

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

NOTE Signee should be the same individual authorized to sign the grant agreement per Grantee's resolution

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EXHIBIT A
Project Summary

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Project Summary

Applicant: Gunnison County
Project Title: The Gunnison County STOR Resilient Community Program
County: Gunnison

Funding Summary:

Applicant Funding	$90,000
Partner(s) Funding	$567,000
GOCO Grant Amount	$450,000
Total Project Cost	$1,107,000

Project Description:
Gunnison County, on behalf of the multi-partner Sustainable Tourism and Outdoor Recreation (STOR) Committee, will address stewardship needs associated with significant increases in outdoor recreation throughout the Gunnison Valley stemming from the pandemic. The National Parks Service and United States Forest Service both reported unprecedented visitation this year to recreation areas, especially formalized and dispersed camping, and particularly among first-time campers and visitors. Gunnison County and the STOR Committee seek to accommodate this increased use and visitation through a comprehensive campaign that will create additional camping opportunities, develop and install better signage, improve trails and trailhead access, develop additional restroom facilities, and provide a more robust conservation corps and stewardship presence. Trailhead and access improvement will occur in several areas throughout the Gunnison Valley and will accommodate multi-season needs e.g. winter ski and snowshoe trailhead access, river put ins for watercraft, etc. The development of Shady Island River Park is a central component to this proposal to provide close-in camping and river recreation access in a fully planned and designed park just one mile north of downtown Gunnison. Additionally, funding would support the continuation and expansion of the STOR Corps that the partners developed with previous investments from GOCO, National Forest Foundation, and others. The Corps would continue to employ local individuals on winter recreation stewardship and maintenance and help cover the additional stewardship needs that burgeoned due to the pandemic-driven use and visitation.

Reviewer Comments:

- This proposal clearly demonstrated the impact of COVID related overuse at trailheads, river access locations, trails, etc. through both the narrative and visuals.

- The coordination of the discrete elements of this proposal lends confidence that this is a well-planned project that will likely be administered quickly and efficiently.

- The seasonality of the recreational impacts and the ability for STOR and the County to target those impacts will create benefits immediately for a diversity of communities and recreational user groups.

- The development aspects of this proposal e.g. river put-ins and campsites, provide a good fit for the program and are well substantiated in the proposals as to how they will address the overuse and stewardship concerns currently taking place in and around Gunnison.

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EXHIBIT B
Resolution

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EXHIBIT C
Approved Budget

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PROJECT BUDGET

	Source of Funds	Date Secured		GOCO Funds	Applicant Funds	Partner Funds	Total Funding
CASH							
	GOCO Grant			$450,000.00			$450,000.00
	Gunnison County	Jan-20			$25,000.00		$25,000.00
	National Forest Foundation	Jan-21				$50,000.00	$50,000.00
	GOCO Stewardship Impact Grant	Oct-20				$50,000.00	$50,000.00
	Gunnison County Metropolitican Recreation District	Jun-20				$75,000.00	$75,000.00
	Upper Gunnison River Water Conservation District	Mar-20				$70,000.00	$70,000.00
	CO Water Conservation Board	Jun-19				$200,000.00	$200,000.00
	CO Parks and Wildlife	Aug-19				$90,000.00	$90,000.00
	Crested Butte Land Trust	Aug-20				$20,000.00	$20,000.00
IN-KIND							
	Gunnison County	Jan-20			$65,000.00		$65,000.00
	Gunnison Nordic	Aug-20				$2,000.00	$2,000.00
	USFS	Aug-20				$5,000.00	$5,000.00
	Crested Butte Land Trust	Aug-20				$5,000.00	$5,000.00
TOTAL SOURCE OF FUNDS				**$450,000.00**	**$90,000.00**	**$567,000.00**	**$1,107,000.00**

CASH	**Use of Cash Funds**	**# of Units**	**Cost Per Unit**	**GOCO Funds**	**Applicant Funds**	**Cumulative Partner Funds**	**Total Funding**
Shady Island River Park							
Contractor (TBD)	Infrastructure (utilities, roads, site prep, water, sewer)	1.00	$477,837.00	$194,024.00	$25,000.00	$258,813.00	$477,837.00
Contractor (TBD)	Waterside Improvements (Ramps, habitat restoration)	1.00	$217,476.00	$57,476.00		$160,000.00	$217,476.00
Contractor (TBD)	Amenities (Picnic tables, shelter, campground, trails, nature play area)	1.00	$45,000.00	$15,000.00		$30,000.00	$45,000.00
Slate River Trailheads							
DHM	Trailhead Access Planning & Facilitation	1.00	$25,000.00	$5,000.00		$20,000.00	$25,000.00
Contractor (TBD)	Signage	5.00	$2,000.00	$2,000.00			$2,000.00
Contractor (TBD)	Bathroom (portable)	1.00	$2,500.00	$2,500.00			$5,000.00
Winter Trailheads							
Contractor (TBD)	Signage	5.00	$2,000.00	$2,000.00			$2,000.00
Contractor (TBD)	Trail App Winter Updates	1.00	$2,000.00	$2,000.00			$2,000.00
Sanitation							
Contractor (TBD)	Restrooms (vault privys)	2.00	$70,000.00	$70,000.00			$70,000.00
STOR (Conservation) Corps							
Contractor (TBD)	Corps Staff	10 FTE for 16 weeks	$157,267.00	$100,000.00		$57,267.00	$157,267.00
Contractor (TBD)	Tools, Supplies, Training, Phones/Radios		$12,000.00			$12,000.00	$12,000.00
Contractor (TBD)	Vehicle Fuel ($120/vehicle/week)	16.00	$360.00			$5,760.00	$5,760.00
Contractor (TBD)	Vehicle Rental (3 vehicles for 16 weeks)	4.00	$2,790.00			$11,160.00	$11,160.00
USE OF FUNDS - CASH SUBTOTAL				**$450,000.00**	**$25,000.00**	**$555,000.00**	**$1,032,500.00**

IN-KIND	**Use of In-Kind Funds**	**# of Units / Hours / Acres**	**Cost Per Unit / Hour / Acre**	**GOCO Funds**	**Applicant Funds**	**Cumulative Partner Funds**	**Total Funding**
Shady Island River Park							
Gunnison County	Site prep, clearing of land, permitting, project management				$45,000.00		$45,000.00
Slate River Trailheads							
Crested Butte Land Trust	Project management, meeting facilitation					$5,000.00	$5,000.00
Winter Trailheads							
Gunnison County	Plowing of access road				$5,000.00		$5,000.00
Gunnison Nordic	Installation of signage					$2,000.00	$2,000.00
Sanitation							
USFS	Permitting work for installation					$5,000.00	$5,000.00
STOR (Conservation) Corps							
Gunnison County	Staff support for crew				$15,000.00		$15,000.00
USE OF FUNDS - IN-KIND SUBTOTAL					**$65,000.00**	**$12,000.00**	**$77,000.00**

Contingency - up to 10% (not required, cannot be GOCO funds)	**GOCO Funds**	**Applicant Funds**	**Cumulative Partner Funds**	**Total Funding**
Contingency				$0.00
USE OF FUNDS - CONTINGENCY SUBTOTAL		**$0.00**	**$0.00**	**$0.00**

TOTAL PROJECT COST	**$450,000.00**	**$90,000.00**	**$567,000.00**	**$1,107,000.00**
Remember: the Total Project Cost row must equal the Total Source of Funds row				

Matching requirements for the program is 10% overall based on the total project cost

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EXHIBIT D
Approved Workplan/Timeline

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Preliminary Timeline Estimate

Using the table below, please provide a breakdown of project checkpoints and an estimate of their anticipated completion.
Please reach out to discuss with your Program Officer if an alternative project timeline format is needed.

Task	Aug '20	Sept '20	Oct '20	Nov '20	Dec '20	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sept '21	Oct '21	Nov '21	Dec '21	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22
Infrastructure (utilities, roads, site prep, water, sewer)			x	x	x	x	x	x	x																
Waterside Improvements (Ramps, habitat restoration)			x	x	x	x	x																		
Amenities (Picnic tables, shelter, campground, trails, nature play area)								x	x	x	x														
Grand Opening									x																
Trailhead Access Planning & Facilitation			x	x	x					x	x	x													
Signage				x						x															
Bathroom (portable)				x																					
Signage				x																					
Trail App Winter Updates					x																				
Restrooms (vault privys)										x	x														
Corps Staff						x	x	x	x	x	x	x	x	x											

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Preliminary Timeline Estimate

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Task	Aug '20	Sept '20	Oct '20	Nov '20	Dec '20	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sept '21	Oct '21	Nov '21	Dec '21	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22
Grant Notification																									
Governing Body Approval																									
Write Bid for Project																									
Solicit Bids for Project																									
Award Bid for Project																									
Order Playground																									
Order Benches																									
Land Preparation																									
Component Install																									
Close-out																									
Grand Opening																									
Final Report to GOCO																									