

# AGENDA ITEM SUMMARY

June 4, 2019

City Council

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## STAFF

Suzanne Bassinger, Civil Engineer III  
Kurt Friesen, Director of Park Planning & Development  
Jody Hurst, Legal

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## SUBJECT

Items Relating to a Great Outdoors Colorado Grant Project to Update the Parks and Recreation Policy Plan.

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## EXECUTIVE SUMMARY

- A. Second Reading of Ordinance No. 067, 2019, Appropriating Unanticipated Revenue and Authorizing Transfers of Appropriations for a Great Outdoors Colorado Grant Project to Update the Parks and Recreation Policy Plan.
- B. Resolution 2019-067 Authorizing the City Manager to Enter into a Grant Agreement with the State Board of the Great Outdoors Colorado Trust Fund for the Receipt of Funds for the Project to Update the Parks and Recreation Policy Plan.

This Ordinance, unanimously adopted on First Reading on May 21, 2019, appropriates unanticipated grant revenue awarded by Great Outdoors Colorado (GOCO) to update the Parks and Recreation Policy Plan. The existing Parks and Recreation Policy Plan, dated October 2008, requires periodic updating to reflect current conditions and address ongoing challenges of the Parks, Recreation, and Park Planning and Development departments. A GOCO Planning Grant application was submitted in November 2018 to supplement project funding. GOCO released notification of a \$75,000 grant award for the project in March 2019.

Resolution 2019-067 authorizes the City Manager to execute an agreement to accept the grant award.

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## STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading and the Resolution.

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## ATTACHMENTS

- 1. First Reading Agenda Item Summary, May 21, 2019 (w/o attachments) (PDF)
- 2. Ordinance No. 067, 2019 (PDF)

## AGENDA ITEM SUMMARY

May 21, 2019

City Council

### STAFF

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Suzanne Bassinger, Civil Engineer III  
Kurt Friesen, Director of Park Planning & Development  
Jody Hurst, Legal

### SUBJECT

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First Reading of Ordinance No. 067, 2019, Appropriating Unanticipated Revenue and Authorizing Transfers of Appropriations for a Great Outdoors Colorado Grant Project to Update the Parks and Recreation Policy Plan.

### EXECUTIVE SUMMARY

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The purpose of this item is to appropriate unanticipated grant revenue awarded by Great Outdoors Colorado (GOCO) to update the Parks and Recreation Policy Plan. The existing Parks and Recreation Policy Plan, dated October 2008, requires periodic updating to reflect current conditions and address ongoing challenges of the Parks, Recreation, and Park Planning and Development departments. A GOCO Planning Grant application was submitted in November 2018 to supplement project funding. GOCO released notification of a \$75,000 grant award for the project in March 2019. A grant agreement to accept the grant award is pending, and a resolution authorizing the City Manager to sign the agreement will accompany this Ordinance on Second Reading.

### STAFF RECOMMENDATION

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Staff recommends adoption of the Ordinance on First Reading.

### BACKGROUND / DISCUSSION

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The Parks and Recreation Policy Plan is the guiding document for the Parks, Recreation and Park Planning and Development departments. Updates to the Policy Plan are scheduled on a regular basis to reflect then-current conditions and address evolving needs of the community and the departments. The existing Parks and Recreation Policy Plan was adopted October 2008 and requires updating.

### CITY FINANCIAL IMPACTS

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The unanticipated grant revenue of \$75,000 from GOCO will be matched by a total of \$275,000 through a combination of existing appropriated funds from the Park Planning and Development Department in the Neighborhood Parkland Fund (\$175,000), the Recreation Department in the Recreation Fund (\$75,000), and the Parks Department in the General Fund (\$25,000). No additional financial impacts are anticipated.

### BOARD / COMMISSION RECOMMENDATION

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At its October 2018 meeting, the Parks and Recreation Board discussed the grant application and created a letter of recommendation to the GOCO Program Officer. (**Attachment 1**)

**PUBLIC OUTREACH**

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No public outreach was performed for the grant application. Extensive public outreach will be an integral part of the development of the Policy Plan update, and the grant funds will be used, in part, to assure a robust community outreach effort.

**ATTACHMENTS**

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1. Parks and Recreation Board Letter of Recommendation (PDF)

COPY

ORDINANCE NO. 067, 2019  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROPRIATING UNANTICIPATED REVENUE AND AUTHORIZING TRANSFERS  
OF APPROPRIATIONS FOR A GREAT OUTDOORS COLORADO GRANT  
PROJECT TO UPDATE THE PARKS AND RECREATION POLICY PLAN

WHEREAS, the City has been awarded a Great Outdoors Colorado (“GOCO”) grant in the amount of \$75,000 that will be used to update and revise the City’s Parks and Recreation Policy Plan (the “GOCO Grant”); and

WHEREAS, the GOCO Grant will be used to evaluate, update, and create a clear vision of the future of the City’s parks and recreation system; and

WHEREAS, the GOCO Grant requires a 25% match from the City and at least 10% of the match must be from cash resources; and

WHEREAS, the City has \$25,000 set aside as matching funds from the General Fund; and

WHEREAS, the Parks and Recreation Board voted to support the grant application; and

WHEREAS, this appropriation benefits public health, safety, and welfare of the citizens of Fort Collins and serves the public purpose of helping the City to plan for future parks and recreation activities for all of the Citizens of Fort Collins to enjoy; and

WHEREAS, Article V, Section 9, of the City Charter permits the City Council to make supplemental appropriations by ordinance at any time during the fiscal year, provided that the total amount of such supplemental appropriations, in combination with all previous appropriations for that fiscal year, does not exceed the current estimate of actual and anticipated revenues to be received during the fiscal year; and

WHEREAS, the City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Neighborhood Parkland Fund and will not cause the total amount appropriated in the Neighborhood Parkland Fund to exceed the current estimate of actual and anticipated revenues to be received in that fund during any fiscal year; and

WHEREAS, Article V, Section 10 of the City Charter authorizes the City Council to transfer by ordinance any unexpended and unencumbered appropriated amount or portion thereof from one fund or capital project to another fund or capital project, provided that the purpose for which the transferred funds are to be expended remains unchanged; the purpose for which the funds were initially appropriated no longer exists; or the proposed transfer is from a fund or capital project in which the amount appropriated exceeds the amount needed to accomplish the purpose specified in the appropriation ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT

COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated for expenditure from unanticipated revenue in the Neighborhood Parkland Fund the sum of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000) for the GOCO Grant and appropriated therein.

Section 3. That the unexpended appropriated amount of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) in the Recreation Fund is authorized for transfer to the Neighborhood Parkland Fund and appropriated therein as matching funds for the GOCO Grant.

Section 4. That the unexpended appropriated amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) in the General Fund is authorized for transfer to the Neighborhood Parkland Fund and appropriated therein as matching funds for the GOCO Grant.

Introduced, considered favorably on first reading, and ordered published this 21st day of May, A.D. 2019, and to be presented for final passage on the 4th day of June, A.D. 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Chief Deputy City Clerk

Passed and adopted on final reading on the 4th day of June, A.D. 2019.

\_\_\_\_\_  
Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
City Clerk

RESOLUTION NO. 2019-067  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT  
AGREEMENT WITH THE STATE BOARD OF THE GREAT  
OUTDOORS COLORADO TRUST FUND FOR THE RECEIPT OF FUNDS FOR  
THE PROJECT TO UPDATE THE PARKS AND RECREATION POLICY PLAN

WHEREAS, the Board of the Great Outdoors Colorado Trust Fund (“GOCO”) is a political subdivision of the State of Colorado which invests a portion of the net proceeds of the Colorado Lottery in the State’s parks, wildlife, open space and recreational resources; and

WHEREAS, in 1994, GOCO created a statewide grant program wherein eligible entities could apply for grants for local government parks and outdoor recreation projects; and

WHEREAS, on November 6, 2018, the City Council approved Resolution 2018-107 supporting the City’s application for a GOCO grant to help offset the cost of updating the City’s Parks and Recreation Policy Plan (the “Project”); and

WHEREAS, the City has been awarded a GOCO grant in the amount of \$75,000 for the Project; and

WHEREAS, the City must sign an agreement with GOCO (“Grant Agreement”) before the City will become entitled to receive funds from GOCO for the Project; and

WHEREAS, the proposed Grant Agreement is attached as Exhibit “A” and incorporated by this reference; and

WHEREAS, the City is authorized to enter into intergovernmental agreements, such as a grant agreement, to provide any function, service or facility, under Article II, Section 16 of the Charter of the City of Fort Collins and Section 29-1-203, C.R.S.; and

WHEREAS, the GOCO Grant Agreement requires a resolution, adopted by the governing body of the Grantee, authorizing the execution of the Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby approves the terms of the Grant Agreement, and the authorizes the City Manager to enter into the Grant Agreement with GOCO obligating the City to use the \$75,000 in grant proceeds to update and revise the City’s Parks and Recreation Policy Plan, in substantially the form of agreement attached as Exhibit “A,” together

with such other terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the best interests of the City.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 4th day of June, A.D. 2019.

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Mayor Pro Tem

ATTEST:

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City Clerk

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## GRANT AGREEMENT

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Project Name: Park and Recreation Master Plan Update  
Project Completion Date: March 6, 2021  
Great Outdoors Colorado  
Contract No.: 19363

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### 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: City of Fort Collins  
Address: 2145 Centre Avenue, Fort Collins, CO 80526

Contact name: Suzanne Bassinger

Date: May 28, 2019

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### EXHIBITS

Exhibit A Project Summary  
Exhibit B Resolution  
Exhibit C Approved Budget



## 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 1994, GOCO created a statewide grant program pursuant to which eligible entities could apply for grants to plan for local government parks and outdoor recreation 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 March 6, 2019, 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 Municipality, 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 \$75,000.00 (“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 Project Application 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 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 reasonable 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"). The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by GOCO or Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as GOCO approves the final version.

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. 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

9. Eligible Costs. The Grant and all matching funds shall be used only for eligible expenses approved by GOCO in the Budget; these costs are eligible for reimbursement on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.).

10. 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 Progress Report must be submitted using GOCO’s Progress Report form (available at [www.goco.org](http://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 the tasks and final products contemplated in the Project Application have been completed. The Final Report must be submitted using GOCO’s Final Report form (available at [www.goco.org](http://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. *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 scope of the anticipated planning process (for example, elimination of an element of a master plan), 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.

E. *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.

11. 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 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; or
- 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.

### SECTION 3 – CONDITIONS PRECEDENT

12. Completion Date. Grantee shall complete the Project and submit its Final Report no later than March 6, 2021 ("Completion Date"), which is two years after the date of GOCO's approval of the Project. 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.

13. 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 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

14. 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 about the Project. If Grantee uses the Grant to create, maintain, or update its website or uses its website to disseminate information about the Project, Grantee shall acknowledge Board funding on its website. If Grantee uses the Grant to create, publish, or update any written material or uses such written material to disseminate information about the Project, Grantee shall acknowledge Board funding in the written material. GOCO reserves the right to use and duplicate this information 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. 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.

15. 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 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.

16. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to 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 reasonable and appropriate accounting systems in maintaining the required records under this Agreement.

17. 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, 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.

18. 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.

19. 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.

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 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

GRANTEE:  
City of Fort Collins

By:

By:

Chris Castilian  
Executive Director

Title:

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





EXHIBIT A  
Project Summary

<b>Rank:</b> 4	<b>Overall Score:</b> 88.5	<b>GOCO Staff Score:</b> 87	<b>Reviewer Average:</b> 90
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**Applicant:** City of Fort Collins  
**Project Title:** Park and Recreation Master Plan Update  
**County:** Larimer  
**Log #:** 19363

<b><u>Funding Summary:</u></b>	Applicant Funding	\$125,000
	Partner(s) Funding	\$0
	<b>GOCO Grant Amount</b>	<u>\$75,000</u>
	Total Project Cost	\$200,000

**Project Description:**

This project will produce an updated, comprehensive Parks and Recreation Master Plan for the City of Fort Collins. The plan will be written as a guiding document for the development of an exemplary parks and recreation system. This plan will provide vision, goals, and clear objectives directed towards this desired outcome.

**Staff and Peer Reviewer Comments:**

The need to update the city’s park and recreation master plan is clear. The current plan is over 11 years old and does not adequately represent the city’s changing demographics or priorities.

Challenges presented by the applicant were compelling and include the identification and engagement of underserved community members, identifying future recreational trends, determining how to support and enhance public health, identifying evaluation tools for success and funding new facilities and programs.

The applicant presented an excellent list of stakeholders and partners that will be engaged in the planning process and leveraged during implementation. This includes, community members, city council, City of Fort Collins Natural Areas, finance, and real estate departments, Downtown Development Authority, Larimer County Natural Resources, and health and environment departments, and Poudre School District.

EXHIBIT B  
Resolution

EXHIBIT C  
Approved Budget

## Fort Collins Parks & Recreation Master Plan Budget

	Source of Funds	Date Secured		GOCO Grant Request	Applicant Match (\$)	Total Funding (\$)
<b>CASH</b>						
	GOCO Grant Request	Mar-19		75,000.00		\$75,000.00
	City of Fort Collins	Jan-17			125,000.00	\$125,000.00
<b>IN-KIND</b>						
<b>TOTAL SOURCE OF FUNDS</b>				<b>75,000.00</b>	<b>\$125,000.00</b>	<b>\$200,000.00</b>

CASH	Use of Funds	Number of Hours	Cost Per Unit			Total Funding (\$)
<b>Draft Plan</b>						
Consultant	Project Initiation	80.00	125.00			\$10,000.00
	Inventory & Analysis	200.00	125.00			\$25,000.00
	Public Participation	160.00	125.00			\$20,000.00
	Stakeholder Input	100.00	125.00			\$12,500.00
	Draft Plan	300.00	125.00			\$37,500.00
	Presentations: Council, Stakeholders & Public	100.00	125.00			\$12,500.00
<b>Final Plan</b>						
Consultant	Plan Revisions	200.00	125.00			\$25,000.00
	Presentations: Council, Stakeholders & Public	100.00	125.00			\$12,500.00
	Final Document for Adoption	300.00	125.00			\$37,500.00
	Reimbursables					\$7,500.00
<b>USE OF FUNDS - CASH &amp; UNIT SUBTOTALS</b>		<b>1,540.00</b>				<b>\$200,000.00</b>

	Use of Funds	No. of Units / Hours		GOCO Funds	Applicant Funds	Total Funding (\$)
<b>IN-KIND : NA</b>						\$0.00
	<b>SUBTOTAL</b>	<b>1540.00</b>		<b>\$75,000.00</b>	<b>\$125,000.00</b>	<b>\$200,000.00</b>
	<i>Contingency 10% (not required, cannot be GOCO funds)</i>				\$0	\$0
	<b>TOTAL PROJECT COST</b>			<b>\$75,000.00</b>	<b>\$125,000.00</b>	<b>\$200,000.00</b>

### CALCULATION OF MATCH REQUIREMENTS

Item	Explanation	Requirement	Actual	Meets Requirement?	GOCO % of TC	
Minimum Match	25%/Total Costs	\$50,000	\$125,000	Yes		
Minimum Cash Match	10%/Total Costs	\$20,000	\$125,000	Yes		
					37.50%	