

**RESOLUTION APPROVING A PROJECT AGREEMENT WITH MAPLETON PUBLIC
SCHOOLS TO ADMINISTER THE LOCAL GOVERNMENT GRANT AWARD
RECEIVED FROM THE GREAT OUTDOORS COLORADO TRUST FUND FOR
PLAYGROUND IMPROVEMENTS AT ADVENTURE ELEMENTARY**

Resolution 2014-078

WHEREAS, the County of Adams, State of Colorado, (County) and Mapleton Public Schools applied for a Local Government grant from the Great Outdoors Colorado Trust Fund (GOCO) for the Adventure Elementary Site Renewal Project (the Project); and

WHEREAS, the Project will make improvements to the playgrounds and blacktop areas at Adventure Elementary; and

WHEREAS, the County has received Local Government funds from GOCO to complete the Project, subject to the execution of a grant agreement with GOCO; and

WHEREAS, the Adventure Elementary Site Renewal Project grant agreement requires that the County and Mapleton Public Schools enter into a Project Agreement; and

WHEREAS, the purpose of the Project Agreement is to establish the relationship between the County and Mapleton Public Schools with respect to the Project and the grant; and

WHEREAS, the County and Mapleton Public Schools have agreed that the County will serve as a pass through agency for the GOCO grant, with Mapleton Public Schools responsible for construction, operations, and maintenance of the improvements proposed in the grant application.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Project Agreement with Mapleton Public Schools, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED the Chairman of the Board of County Commissioners is authorized to sign the aforementioned Project Agreement.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____ Aye
Tedesco _____ Aye
Hansen _____ Aye

Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 3rd day of February, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

PROJECT AGREEMENT

This Agreement is made this 24th day of February, 2014 between Adams County (County) and Mapleton Public Schools (District).

I. Recitals

Whereas, Adams County has applied for and received a grant from Great Outdoors Colorado, (GOCO) for site improvements at Adventure Elementary, located at 7700 Delta Street Denver, CO; and,

Whereas, the District is an ineligible recipient of the grant and the parties intend by this agreement for the County to be the conduit through which the District will receive the benefit of the grant; and,

Whereas, the Grant Agreement is attached to this agreement as Exhibit "A" and incorporated herein; and,

Whereas, the District intends to perform and be responsible for all of the County's obligations stated in the Grant Agreement; and,

Whereas, the District intends to convey to the County a limited interest in the real property described in Exhibit "B", which limited property interest shall be for the purposes of satisfying the terms and conditions of the Grant Agreement.

Now, therefore, in consideration of the mutual promises stated below and other valuable consideration, the parties agree:

II. Agreement

1. The County shall use its best efforts to fulfill all the conditions precedent to obtain the grant stated in the Grant Agreement. The District will cooperate with the County and provide all documents necessary for the County to fulfill the conditions precedent. The District assumes all other County liabilities pursuant to the Grant Agreement, and binds itself to the County for all the County's obligations to GOCO contained in the Grant Agreement.

2. The County does not assume any obligation to the District to fund, construct, operate, or maintain the improvements contemplated by the Grant Agreement.

3. Unless a claim by GOCO arises out of the negligence or other wrongful act of the County, the District shall be responsible to the County for any claim under the Grant Agreement, in the same manner and extent as the County may be responsible to GOCO.

4. The District shall operate and maintain the improvements contemplated by the Grant Agreement, in accordance with established District policy for playground maintenance and in accordance with the terms and conditions of the Grant Agreement. The District shall, to the extent allowed by law, indemnify the County for any claim for personal injuries, property damage or wrongful death asserted as a result of the construction, operation, maintenance, or use of the improvements contemplated by the Grant Agreement.

5. By executing this agreement the parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation.

6. This agreement does not create any rights in any individual not a party to this agreement.

7. This document, and exhibits, shall constitute the entire agreement of the parties.

8. The District hereby grants to the County a limited license in, and right of entry to, the property described in Exhibit "B" for the purposes stated in the Grant Agreement, Exhibit "A", and for no other purpose. Such license and right of entry shall be exercised only in the event the District has failed to comply with the requirements of the Grant Agreement and shall include all rights reasonably necessary, as determined by the County, for the County to enter upon the property and perform its obligations to GOCO under the Grant Agreement. This right includes the ability of the County to use its employees, agents or outside contractors. This license and right of entry further includes the right to enter upon the property with any equipment or vehicles.

9. This agreement, including the limited right of entry and license, shall terminate simultaneously with the termination of all County obligations under the Grant Agreement.

ATTEST:



Ken Winslow, President

MAPLETON PUBLIC SCHOOLS
BOARD OF EDUCATION

By: 

Steve Donnell, Secretary

ATTEST:



Keisha Hirsch, Deputy



BOARD OF COUNTY COMMISSIONERS
OF ADAMS COUNTY

By: 

Charles "Chaz" Tedesco, Chairman

EXHIBIT "A"

Grant Agreement

EXHIBIT "B"

Legal description for the property:

Sherrelwood Estates Subdivision, Filing No. 1, Block 28, Tract A

GRANT AGREEMENT

PROJECT:

Project Title: Adventure Elementary Site Renewal Project
Contract Number: 14037
Completion Date: December 10, 2015

PARTIES TO AGREEMENT:

Board: The State Board of the Great Outdoors Colorado Trust Fund
303 East 17th Avenue, Suite 1060
Denver, CO 80203

Grantee: Adams County

RECITALS

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

B. In 1994, the Board created a statewide grant program, pursuant to which eligible entities could apply for grants for local government parks and outdoor recreation projects to which Grantee responded with a detailed application (the "Project Application").

C. Grantee submitted a Project Application to the Board which contemplates the execution of the project entitled and described above (the "Project"). The parties acknowledge that they have on file a complete copy of the Project Application, which is incorporated herein.

D. The Board approved Grantee's Project Application on December 10, 2013, subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. The parties intend this agreement to be the detailed final grant agreement required by the Board (the "Agreement").

AGREEMENT

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

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into the terms of this Agreement.

2. **Representations and Warranties of Grantee.**

a. 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.

b. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached hereto as Exhibit A.

c. Grantee does not own the property or properties on which the Project is to be located (the "Property"). Therefore, the agreement attached hereto as Exhibit D between Grantee and the Property's owner continues in effect and unmodified throughout the term of this Agreement.

3. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed \$236,437.00 (the "Grant"). 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 the Board.

4. **Project Scope.** Grantee shall not materially modify the Project or the Project budget (attached hereto as Exhibit B, the "Budget") 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 by GOCO, 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 reflected in the Project Application, 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 shall 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. **Completion Date.** Grantee shall complete the Project and submit its Final Report no later than December 10, 2015 (the "Completion Date") which is two calendar years after the Board's approval of the Project. Grantee may request an extension of the Completion Date in compliance with GOCO's Overdue Grants Policy, a summary of which is attached as Exhibit C ("Overdue Grants Policy"). If Grantee determines with reasonable probability that the Project will not or cannot be completed by the Completion Date or any extended completion date, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.

7. **Matching Funds.** Grantee shall obtain the matching cash and in-kind contributions for the Project as reflected in the Budget and as required by GOCO policy, and shall provide such evidence of the same as GOCO may require in its reasonable discretion.

8. **Disbursement of Funds.**

a. **Progress Payment:** Grantee may opt to receive a portion of the Grant funds after starting but prior to completing work on the Project (a "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 or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. A Progress Payment shall not exceed GOCO's percentage of expected overall costs (as determined by the GOCO-approved budget) applied to the value of documented eligible expenses or 50% of the Grant, 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:** Once the Project is complete, Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project (the "Final Report"). The Project is "complete" when all facilities, trails or other improvements included in the Project 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 (the "Final Payment"), subject to any reductions contemplated by any provision of this Agreement.

9. **Conditions for Disbursement of Funds.** Except as provided in Paragraph 10 below, the Grant is subject to the following requirements and conditions.

a. The Grant and all matching funds shall be used only for the cost of fixed assets, including construction of new facilities, and enlargement or renovation of existing facilities. The Grant and all matching funds may not be used to pay for maintenance costs, administrative costs (such as salaries associated with administering the Grant, office supplies, telephone, or travel expenses), non-fixed assets (such as athletic or maintenance equipment), or any other costs deemed to be ineligible by the Board, at the Board's sole discretion.

b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). 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.

c. Except as otherwise agreed to in advance by GOCO in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which GOCO has not agreed may result in a reduction in the Grant. "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.

10. **Waiver.** The Executive Director or the Executive Director’s designee may in such person’s discretion, waive or agree to modify one or more of the obligations in sections 8, 9, and 16 of the Agreement, or may permit performance of one or more of such obligations subsequent to disbursement.

11. **Payment of Grant Subject to Sufficient Net Lottery Proceeds.** Payment of the Grant is subject to GOCO’s determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable in its discretion, 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.

12. **Project Operation and Maintenance.**

a. Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified in the Project Application for a period of 25 years from the date of completion of the Project or the useful life of the Project, in accordance with product warranties and/or the generally accepted standards in the parks/recreation community, and provide and maintain access to the Project and to the Property, regardless of the Property’s ownership.

b. Failure to comply with the provisions of Paragraph 12.a. may be deemed a breach by Grantee under Paragraph 21, below.

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

d. 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.

13. **Public Access.** Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project for the term specified in Section 12. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

14. **Compliance with Regulatory Requirements and Federal and State Mandates.**

Grantee hereby 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, and other similar requirements. To the extent permitted by law, Grantee will indemnify and hold the Board harmless from any liability for any failure to comply with any such applicable requirements.

15. **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 or 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, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

16. **Publicity and Project Information.**

a. Grantee shall erect and maintain a sign at a prominent location 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.

i. 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. Plans shall be submitted to the Board for review and approval prior to completion of the Project.

ii. The Board may withhold Final Payment pending evidence of placement of permanent signage.

b. Grantee shall acknowledge Board funding in all publicity issued by it concerning the Project.

c. Grantee shall cooperate with the Board or the Board's designee in advance in preparing public information pieces related to the Project.

d. Grantee shall give the Board the right and opportunity to use information gained from the Project.

e. Grantee shall give the Board a minimum 30 days' notice of Project grand openings, dedications, or other events.

f. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of

county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials.

g. Grantee shall provide quality digital photographs or printed photographs, if unable to provide digital photographs (collectively, "Photographs") of the completed Project with the Final Report. For the avoidance of doubt, all Photographs taken by Grantee of the Project constitutes a "work made for hire" pursuant to the U.S. copyright law (17 U.S.C. Section 201(b)) Grantee agrees that all copyrights and other property rights, in the Photographs developed by Grantee in conjunction with the Project are further owned by GOCO and Grantee hereby forever and irrevocably assigns to GOCO, without further consideration, all right, title and interest in such copyrights and other proprietary rights. Grantee agrees that GOCO, its successors and assigns, shall have the exclusive right to file copyright applications in the United States and throughout the world to the Photographs, or any portion thereof, in the name of GOCO. Grantee agrees to execute any and all documents reasonably requested by GOCO to enforce its rights under this provision.

h. 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.

17. **Liability.**

a. Grantee shall be responsible for, and to the extent permitted by law (including any constitutional or statutory limitations on the ability of a governmental entity to provide indemnification), indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable legal fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, the Board, 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. Anything else in this Agreement to the contrary notwithstanding, 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 protection provided to the Board under the Colorado Governmental Immunity Act ("CGIA") as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). 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.* The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, 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 the Board, its members, officers, agents and employees.

18. **Audits and Accounting.** Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. The Board, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Grant. 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 hereunder.

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

20. **Withdrawal of Board Funding; Termination of Agreement.** Anything else in this Agreement or otherwise to the contrary notwithstanding, the Board may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if the Board determines in its discretion that:

- a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
- b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Project Application and such material modifications have not received the prior written approval of GOCO;
- c. any statement or representation made 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. the results of GOCO's review of the Progress Report, or the Final Report are not acceptable to GOCO;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in the Board's judgment, make the Project impracticable;
- f. 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;
- g. 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.

21. **Breach.**

a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, the Board may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

i. Prior to payment of Grant:

A. Withdraw the Grant and terminate this Agreement; and,

B. Deny Grantee eligibility for participation in future Board grants, loans or projects.

ii. After payment (partial or full) of Grant:

A. Deny Grantee eligibility for participation in future Board grants, loans or projects;

B. Seek specific performance of Grantee's obligations under this Agreement;

C. Receive reimbursement in full of disbursement made under the Grant.

b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event GOCO must pursue any remedy hereunder and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

22. **Good Faith.** There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be believed to be material to the other party.

23. **Assignment.** Grantee may not assign its rights under this Agreement without the consent of the Board, which consent shall be in the discretion of the Board. 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.

24. **Applicable Law.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the State Courts of the City and County of Denver.

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

26. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.

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

28. **Survival.** The terms and provisions of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the completion of the Project.

29. **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 of this Agreement transmitted by telecopy or e-mail as if they were original signatures.

30. **Third Party Beneficiary.** The Board and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended.

31. **Construction.** Each party hereto has reviewed and revised (or requested revisions of) this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.

32. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

33. **Entire Agreement.** Except as expressly provided herein, 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 to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the ___ day of _____ 20__.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

By: _____
Lise Aangeenbrug
Executive Director

GRANTEE:
Adams County

By: 
Name: Charles "Char" Tedesco
Title: Chairman

NOTE Signee should be same individual authorized to sign grant agreement in attached resolution (EXHIBIT A)

**EXHIBIT A
RESOLUTION**

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 27th day of February, 2013 there were present:

Eva J. Henry _____ Chair
Charles "Chaz" Tedesco _____ Commissioner
Erik Hansen _____ Commissioner
Jen Wascak _____ County Attorney
Keisha Hirsch, Deputy _____ Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION SUPPORTING AND APPROVING THE SPONSORSHIP OF MAPLETON SCHOOL DISTRICT FOR A GOCO GRANT FOR THE ADVENTURE ELEMENTARY SITE RENEWAL PROJECT

WHEREAS, Adams County supports the Great Outdoors Colorado grant application for the Adventure Elementary Site Renewal Project and, if the grant is awarded, Adams County supports the completion of the project; and,

WHEREAS, Adams County, in sponsoring the Mapleton School District, has requested no more than \$300,000 from Great Outdoors Colorado to renovate an existing playground by installing new playground equipment and surfacing, repairing blacktop areas, and creating terracing to address drainage issues.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Adams, State of Colorado, that:

- Section 1: The Board of County Commissioners of Adams County strongly supports the application and has appropriated matching funds for a grant with Great Outdoors Colorado through its partnership with the Mapleton School District.
- Section 2: If the grant is awarded, the Board of County Commissioners of Adams County strongly supports the completion of the project.
- Section 3: The Board of County Commissioners of Adams County, through its partnership with the Mapleton School District, authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
- Section 4: The project site is owned by the Mapleton School District and will be owned by the Mapleton School District for the next 25 years.

Section 5: The Board of County Commissioners of Adams County, through its partnership with the Mapleton School District, will continue to maintain the Adventure Elementary Site Renewal Project in a high quality condition and will endeavor to appropriate funds for maintenance in its annual budget.

Section 6: If the grant is awarded, the Board of County Commissioners hereby authorizes the Chairman of the Board of County Commissioners to sign the grant agreement with Great Outdoors Colorado after approval to form by the County Attorney's Office.

Section 7: This resolution shall be in full force and effect from and after its passage and approval.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry	_____	Aye
Tedesco	_____	Aye
Hansen	_____	Aye
Commissioners		

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 27th day of February, A.D. 2013.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:




Deputy

**EXHIBIT B
PROJECT BUDGET**

(Submit a new budget if the project numbers have changed.)

EXHIBIT C
OVERDUE GRANTS POLICY

 GREAT OUTDOORS COLORADO	GREAT OUTDOORS COLORADO POLICIES & PROCEDURES MANUAL	Policy:	Overdue Grants
		Approval Date:	June 11, 2013

I) **PURPOSE**

Great Outdoors Colorado (GOCO) understands that there are unforeseen circumstances that may interfere with a grantee's ability to complete a project by the project completion date set forth in the Grant Agreement. The Overdue Grants Policy outlines the options available to grantees to extend a grant deadline and the procedures associated with submitting grant extension requests.

II) **POLICY STATEMENT**

A grantee has two options to extend the project completion date in the Grant Agreement: a staff extension or a Board extension. Staff can grant an extension for at least 90 days and up to the date of the next scheduled GOCO Board meeting. If the grantee needs more time than that, the grantee must request a Board extension. GOCO expects the grantee to request the appropriate amount of time needed to complete the project. A grantee can request a second Board extension if needed, although this is not a favorable action.

Failure to complete a project by the original due date, or by any extended due dates authorized by staff or Board, may result in the de-authorization of the grant by the Board and a suspension from applying in future grant cycles.

III) **PROCEDURES**

A) Staff Extensions

- The grantee must submit a request for a staff extension prior to the original project completion date via email or postal mail to GOCO staff.
- Requests must include the following: a) grantee name b) project title c) contract number from the grant agreement d) original project completion date e) percent of project completion to date or due diligence items completed to date for land acquisitions f) reason for delay g) estimated date of project completion or closing g) estimated date of final report submission to GOCO, if applicable.
- A grantee may only request one staff extension.
- If the grantee needs an extension for longer than the time provided by a staff extension, the grantee can forgo the staff extension and request a Board extension.

- Staff will notify the grantee via email of the decision to grant or deny the request for a staff extension.

B) Board Extensions

- The grantee must submit a request for a Board extension prior to the original or staff extended project completion date via email or postal mail. Requests must be addressed to the GOCO Board.
- Requests must include the following: a) grantee name b) project title c) contract number from the grant agreement d) original project completion date and if applicable, staff extended project completion date e) percent of project completion to date or due diligence items completed to date for land acquisitions f) reason for delay g) estimated date of project completion or closing g) estimated date of final report submission to GOCO, if applicable.
- The Board will consider the request for Board extension at its next scheduled meeting. Staff will notify the grantee via email of the Board's decision to grant or deny the request for a Board extension.
- A grantee can request a second Board extension if additional time is needed beyond that provided by the first Board extension. Requests for a second Board extension will follow all of the procedures listed above.

EXHIBIT D
INTERGOVERNMENTAL (or other) AGREEMENT
(If applicable.)