

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (the “**Agreement**”) made and entered into, effective as of the program start date established by Great Outdoors Colorado (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **CITYWILD**, a Colorado nonprofit corporation, whose address is 1620 East 36th Avenue, Denver, Colorado 80205 (the “**Contractor**”).

RECITALS

WHEREAS, the City, through its Department of Parks and Recreation, and the Contractor desire to participate in a certain Great Outdoors Colorado (“GOCO”) grant program for the benefit of My Outdoor Colorado/Cole, which awards grant funds to eligible entities to perform certain programming;

WHEREAS, the City submitted an application for an award of funds to GOCO, which GOCO approved, and the Contractor has been selected as a Third-Party Beneficiary to the grant fund;

WHEREAS, the Contractor proposes to conduct and perform certain programming, hereinafter referred to as the “**Programs**” as is described in the attached **Exhibit A** to this Agreement;

WHEREAS, the Programs involve the type of work and services contemplated as a part of GOCO’s grant program described in the Grant Agreement between the City and GOCO and attached as **Exhibit B** to this Agreement;

WHEREAS, the City and the Contractor have consented to distribution of funds from the City to the Contractor as permitted in the Grant Agreement, **Exhibit B**, and subject to the Grant Agreement requirements;

WHEREAS, the Contractor is willing and has the present capacity to satisfactorily complete the Programs as specified in this Agreement and as required by the Grant Agreement;

WHEREAS, by means of this Agreement, the City and the Contractor desire to specify the terms and conditions upon which the Programs will be undertaken by the Contractor;

NOW, THEREFORE, in consideration of the above premises which are incorporated in this Agreement, and the mutual promises and covenants contained herein, the City and the Contractor agree as follows:

1. **Program, Coordination and Liaison:** The Program start date shall be as determined by the Grantor, GOCO. The Contractor shall fully coordinate and perform all programs the attached **Exhibit A** which is incorporated herein by reference. The Contractor will perform all the Program and service items, and if the funds provided by City are insufficient, then the Contractor shall also provide all remaining funds necessary to satisfactorily complete the Program in accordance with the terms and conditions of this Agreement and the Grant Agreement.

2. **Representatives:**

A. **City's Representative.** The City's Executive Director of Parks and Recreation (the "**Director**") is vested with the authority to act on behalf of the City in performing the City's obligations under this Agreement. The Director has designated a Project Manager to act on the Director's behalf as the authorized representative ("**Director's Representative**"). The City may change its authorized representative at any time by providing written notice to the Contractor of such change.

B. **The Contractor's Representative.** The Contractor's authorized representative under this Agreement is **Jes Ward** (the "**Contractor's Representative**"), and, as such, is responsible for overseeing the satisfactory performance of the programs and services, in accordance with the terms and conditions of this Agreement. The Contractor may change its authorized representative at any time by providing written notice to the City of such change.

3. **The Contractor's Responsibilities:**

A. Except as expressly provided in this Agreement, the Contractor shall have the responsibility with respect to undertaking and performing and completing the Program in accordance with this Agreement and the Grant Agreement.

B. **Background Checks.** With respect to activities performed and to the extent that the Contractor retains any youth workers seventeen (17) years of age or younger, the Contractor shall not hire, retain, or knowingly engage or permit the services of any supervisor, employee, volunteer, agent, or subcontractor who is an adult (eighteen years of age or older) with a felony criminal conviction or convictions, or who has been charged with a felony crime, involving physical violence, sexual acts, or illegal drugs, including any criminal attempts, solicitations, trafficking, or conspiracies relating to the same, and any crime or crimes, whether a felony or a misdemeanor, that involve children or youth. A "conviction" shall mean a plea of

guilty, a plea of *nolo contendere*, a finding of guilt, a default judgment, or a deferred judgment and sentence. The Contractor shall use every reasonable means available to confirm through national criminal background checks, that any supervisor, employee, volunteer, agent, or subcontractor who is an adult engaged in activities under this Agreement or having contact with youth working under this Agreement, have not been convicted or charged as set forth above and shall immediately and fully inform the City if the Contractor becomes aware of any such conviction or charge. The Contractor shall provide proof of said background checks to the City upon request. If such a criminal conviction exists and the Contractor believes there are extenuating circumstances that should be considered, the Contractor may request, in writing, that the City waive the restrictions of this paragraph in light of policies set forth in C.R.S. Section 24-5-101, as amended, pertaining to the effect of criminal convictions on employment rights. Any waiver shall be in the absolute discretion of the Director. Failure to comply with this subsection or failure to promptly discharge an employee, volunteer, agent, or subcontractor who has been so convicted or charged shall be cause for the Director, at the Director's option, to immediately terminate this Agreement. Acknowledging and agreeing that the City has no meaningful control over any adult supervisor, employee, volunteer, agent, or subcontractor the Contractor may engage in this Work or allow to have contact with youth participating under this Agreement, the Contractor agrees to release and waive any claims or defenses which they could or may potentially assert against the City arising from or related to any failure to comply with this subsection or failure to achieve the purpose of this subsection to protect children and youth working under this Agreement.

C. Reporting. The Contractor shall provide a monthly report of the prior month's activity to the City by no later than the 7th of each month. A report shall be required even if no activity or reportable events occurred in the prior month. The Contractor shall use the template or form provided by the City, which the City reserves the right to change at any time. The Contractor shall further provide any additional pertinent information to assist the City and GOCO in assessing program progress and status. The City may request additional information as may be necessary.

4. **No Employment of Illegal Aliens:**

(1) The Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

(2) The Contractor agrees and represents that:

(a) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(b) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(c) The Contractor also agrees and represents that:

(i) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(ii) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(iii) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(iv) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(v) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(vi) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this paragraph or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this paragraph or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

5. **Compliance with Grant Terms and Conditions:** The Contractor agrees to comply with, and assist the City with compliance with, the terms and conditions of the GOCO grant, which has been awarded to the City, and of which the Contractor is a Third-Party Beneficiary. The requirements of the grant are set forth in the Grant Agreement between the City and GOCO, which is attached hereto as **Exhibit B**. Any termination of the Grant Agreement shall constitute termination of this Agreement unless agreed otherwise in writing between the Contractor and the City. The Contractor shall timely and reasonably provide all information, records or data required by the Grant Agreement.

6. **Term; Termination; Remedies:**

A. **Term.** The term of this Agreement shall become effective as of the Program start date, as determined by the Grantor, GOCO, and shall terminate no later than May 30, 2021, or upon the completion and acceptance of the Program, if prior to May 30, 2021, except to the extent set forth in this Agreement regarding termination and default, and except for those financial obligations of the Contractor set forth in Paragraph 7 below which shall continue until the City and the Contractor mutually agree that these obligations are satisfied; provided, however, termination of the Agreement may occur as provided in this Paragraph 6.

B. **Termination; Remedies.** This Agreement may be terminated as follows:

(1) **Contractor Default.** In the event that the Contractor shall default or breach, on its part, in the performance or fulfillment of one or more material terms or conditions of this Agreement or, as a Third-Party Beneficiary, fail to comply with the Grant Agreement

("Contractor Default"), and shall fail to cure such Contractor Default within ninety (90) days following delivery of written notice from the Director to the Contractor specifying the Contractor Default, the Director may, in the Director's reasonable discretion, terminate this Agreement. If the Director decides to terminate the Agreement upon the Contractor Default not being cured by the cure deadline date, then the Director shall so notify the Contractor such in accordance with this Paragraph 6 and the notice provisions, below.

(2) City Default. In the event that the City shall default or breach, on its part, in the performance or fulfillment of one or more material terms or conditions of this Agreement ("City Default") and shall fail to cure such City Default within ninety (90) days following delivery of written notice from the Contractor to the Director, the Contractor may, in its reasonable discretion, terminate this Agreement. If the Contractor decides to terminate the Agreement upon the City Default not being cured by the cure deadline date, then the Contractor shall so notify the Director of such in accordance with this Paragraph 6 and the notice provisions, below.

(3) Time Extension. Upon mutual agreement of the parties, the time to cure any Contractor Default or City Default may be extended to a date certain and the manner and extent of cure may be modified. The deadline for any cure under this Paragraph 6 shall not excuse the obligation of any defaulting party to take timely and proper action to prevent, stop, mitigate, or alleviate any recent or impending damage to city-owned property or any existing or imminent threat to public health and safety.

(4) Mutual Consent Termination. Upon mutual written consent, the City and the Contractor may terminate this Agreement, with or without cause.

(5) Remedies. The parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including actual damages, costs, expenses and attorney's fees (and including any obligations of the Contractor that are specified under this Agreement to survive termination), as may be available according to the laws and statutes of the State of Colorado; provided, however, the parties agree to and hereby release any claims for incidental, consequential, or punitive damages; provided, further, no provision of this Agreement may be enforced by the creation or recording of any type of lien against real property owned by the City, nor may any foreclosure process be utilized to recover any moneys owed by the City to the Contractor.

7. **Funding:**

A. **Funding; Contingency.** The City shall provide to the Contractor, as Third-Party Beneficiary of the Grant Agreement, the costs of the Project as specified in **Exhibit A** to this Agreement on a reimbursement basis, and in accordance with the Grant Agreement. Monthly invoicing is allowed. If the Contractor incurred eligible expenses in any given quarter, the Contractor shall, at a minimum, submit an invoice to the City for payment within 15 (fifteen) days of the end of said quarter. The Contractor shall provide the City an invoice or invoices no more frequently than once per month. Invoices shall be submitted between the 5th and 15th days of the month, as applicable, and shall be submitted electronically as instructed by the Director's Representative. Once the City determines the invoice is responsive and complete, the City shall then reimburse the Contractor the amount of the invoice within a reasonable timeframe. The Contractor shall be responsible for paying all incurred costs of the Program that exceed the City's payment as specified in this Paragraph 7. Unless otherwise stipulated in writing, neither GOCO nor the City shall reimburse the Contractor for ineligible costs including, but not limited to, computers, Internet, software, cell phones, and any other expenditures deemed ineligible for reimbursement by GOCO or the City. The Contractor will provide the required matching and/or in-kind contribution in accordance with the Grant Agreement, and the Contractor's provision of matching funds and/or in-kind contribution is a condition of performance under this Agreement.

B. **City's Maximum Financial Obligation.** In no case shall the City's financial obligation under this Agreement exceed **SEVEN HUNDRED EIGHTY-THREE THOUSAND THREE HUNDRED NINETEEN DOLLARS AND ZERO CENTS (\$783,319.00)**. Any proposal to expend more than **\$783,319.00** shall require an amendment to this Agreement which must be approved and executed in the same manner as the Agreement and, if the amendment expands the City's financial obligation to over \$500,000.00, approval of the Denver City Council shall be required.

8. **Insurance:**

A. **General Conditions.** The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during

any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices paragraph of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices paragraph by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance. The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds. For Commercial General Liability, Auto Liability,

Professional Liability (if required), and Excess Liability/Umbrella (if required) the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation. For all coverages required under this Agreement, with exception of Professional Liability (if required), the Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants. All subcontractors and subconsultants (if any, and including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. The Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. The Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance. The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Contractor executes this Agreement.

G. Commercial General Liability. The Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, and \$2,000,000 policy aggregate.

H. Business Automobile Liability. The Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. Additional Provisions.

(i) For Commercial General Liability, the policy must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) A severability of interests, separation of insureds provision (no insured vs. insured exclusion);

(c) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and

(d) Any exclusion for sexual abuse, molestation or misconduct has been removed or deleted.

(ii) For claims-made coverage:

(a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

The Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

9. **Limitation on Application of Agreement:** The provisions of this Agreement are intended to govern the commencement and completion of the Program and shall not be construed to prohibit, limit, or waive other agreements between the parties currently existing or entered in the future.

10. **General Provisions:**

A. **Authority of the Contractor.** The scope of authority that the Contractor may exercise with respect to the Project shall be as expressly delegated, assigned, or allowed under, or necessarily implied in, this Agreement. The Contractor shall have no authority to avoid, modify or waive any applicable City ordinances or regulatory requirements enacted or adopted under the City's police or taxing powers. This Agreement is not intended, nor shall this

Agreement be construed, to establish or constitute a joint venture between the City and the Contractor.

B. Reasonable Efforts; Good Faith; Fair Dealing.

(1) Reasonable Efforts; Good Faith. The Contractor and the City agree to work diligently together and in good faith, using reasonable efforts to resolve any unforeseen issues and disputes and to expeditiously take such actions as are necessary and appropriate to perform the duties and obligations of this Agreement.

(2) Fair Dealing. In all cases where the consent or approval of one party is required before the other may act, or where the agreement or cooperation of the parties is separately or mutually required as a legal or practical matter, then in that event the parties agree that each will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Agreement as the same are set forth herein, subject to the terms hereof, as well as the Grant Agreement; provided, however, that nothing in this Agreement shall be construed as imposing on either party any greater duty or obligation to the other than that which already exists as a matter of Colorado law, including but not limited to any fiduciary duty or other responsibility greater than that of reasonable parties contracting at “arm’s length.”

C. Appropriation. Notwithstanding any provision of this Agreement to the contrary, the Contractor agrees that the rights and obligations of the City under this Agreement are contingent upon all funds necessary for work or expenditures contemplated under this Agreement being budgeted, appropriated and otherwise made available by the City. The Contractor acknowledges that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City, except to the extent that capital improvement funds that are lawfully appropriated can be lawfully carried over to subsequent years.

D. Taxes, Charges and Penalties. The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

E. Non-waiver. No party shall be excused from complying with any

provision of this Agreement by the failure of the other party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a party to comply with a provision of this Agreement shall be deemed or taken to be a waiver of any other failure to comply by said party.

F. Examination of Records/Audit. The Contractor agrees that, during the term of this Agreement and for a period of at least three (3) years after the expiration or termination of this Agreement, any duly authorized representative of the City, including the Denver Auditor or designee, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving any matter related to this Agreement. The City shall be entitled to review and audit the performance of this Agreement at the City's sole expense.

G. Applicable Law/Exercise of Authority. The parties agree to comply with all applicable Federal, State and local statutes, charter provisions, ordinances, resolutions, rules, regulations, policies, and standards in existence as of the effective date of this Agreement or as may be subsequently enacted or adopted and become applicable; provided, however, the City agrees that it shall not enact or adopt any ordinance, resolution, rule, regulation, policy or standard (other than those necessary to comply with a lawful citizen initiative or referendum) which would substantially interfere with or diminish the obligations and rights under this Agreement or result in effectively nullifying this Agreement, in whole or part, but otherwise this paragraph shall not limit the powers and authority of the City.

H. No Discrimination in Employment. In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

I. Conflict of Interest. The Contractor agrees that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12. The Contractor shall not engage in any transaction, activity

or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

J. Defense & Indemnification.

(1) The Contractor hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement or operations or activities of the Contractor under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or the Contractor's employees, agents, guests, volunteers or contractors either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

(2) The Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether an action has been filed in court on the Claim. The Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued and/or it is alleged that the City's negligence or willful misconduct was the sole cause of the alleged damages.

(3) The Contractor shall defend any and all Claims which may be brought or threatened against the City and shall pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City's exclusive remedy.

(4) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(5) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

(6) Nothing in this paragraph J or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City may have under the Colorado Governmental Immunity Act (§24-10-101, C.R.S. et seq.) or to any other defenses, immunities, or limitations of liability available to the City against third parties by law.

K. Force Majeure. The Contractor shall not be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of *force majeure*, and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any *force majeure*. Timely notices of the occurrence and the end of such delay shall be provided by the Contractor when asserting *force majeure* to the City. "*Force majeure*" shall mean causes beyond the reasonable control of the Contractor such as, but not limited to, adverse weather conditions, acts of God or the public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or regulatory action of a government authority.

L. Further Assurances. From time to time, upon the request of a party, the other party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete or perfect the rights of said party under this Agreement, provided said requesting party is currently in full compliance with the provisions of this Agreement and has tendered or offered to tender any reciprocal instruments, certificates and documents to which the other party is entitled under the Agreement.

M. Contracting or Subcontracting.

(1) Limits on Contracting Authority. The authority delegated under

this Agreement shall not be construed to grant the Contractor the right or power to bind, or to impose any liability upon, the City through any contracts or agreements the Contractor may make, unless the prior, written approval of the Director is obtained, and the contract or agreement is in accordance with Applicable Law. Likewise, the City shall have no authority to bind, or to impose liability upon, the Contractor through any contracts or agreements the City may make, unless the prior, written approval of the Contractor is obtained.

(2) Contracts Subject to this Agreement. Any work that is allowed to be contracted or subcontracted under this Agreement shall be subject, by the terms of the contract or subcontract, to every provision of this Agreement. Compliance with this provision shall be the responsibility of the party who arranged the contract or authorized the subcontract. The City shall not be liable nor have a financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which the Contractor contracts or has a contractual arrangement.

N. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, and the applicable provisions of the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

O. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Contractor and the City; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such agreements. It is the express intention of the Contractor and the City that any person or entity other than the Contractor and the City receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

P. Claims. In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the parties related in any way to this Agreement, the party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other party.

Q. Notice. All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered personally or sent by certified mail, return receipt

requested, to the following:

To Contractor: CITYWILD
1620 East 36th Avenue
Denver, Colorado 80205

To the City: Executive Director of Parks and Recreation
City and County of Denver
201 West Colfax, Department 601
Denver, Colorado 80202

With a Copy to: City Attorney
City and County of Denver
1437 Bannock Street, Room 353
Denver, Colorado 80202

The persons or addresses set forth above may be changed at any time by written notice in the manner provided herein. Any communications between the Director's Representative and the Contractor's Representative as provided under this Agreement may be made by email.

R. Entire Agreement. This Agreement, including the exhibits which are hereby incorporated into this Agreement by reference, constitutes the entire agreement of the parties. The parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

S. Amendment. Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the parties in the same manner as this Agreement.

T. No Assignment. No party shall assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this Agreement, without the prior written consent of the other party.

U. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and due diligence to draft a legal term or condition that will achieve the original intent and purposes of the parties hereunder.

V. Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the parties only and are not intended to combine,

limit, or describe the scope or intent of any provision of this Agreement.

W. Authority. Each party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the party and to bind the party to its terms. The person(s) executing this Agreement on behalf of each party warrants that he/she/they have full authorization to execute this Agreement.

X. Execution of Agreement. This Agreement shall not be or become effective or binding, and shall not be dated, until it has been fully executed by all signatories of the City and the Contractor.

Y. Electronic Signatures and Electronic Records. The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

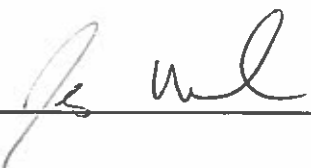
By _____

By _____



Contract Control Number: PARKS-201844523-00

Contractor Name: CITYWILD

By: 

Name: JES WARD
(please print)

Title: EXECUTIVE DIRECTOR
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





Exhibit A

2018-2021 Scope of Work and Budget My Outdoor Colorado-Cole GOCO Inspire Grant

Contact Person: Jes Ward
Address: 1620 East 36th Avenue, Denver 80205
Phone: 303-227-6862
Email: jes@citywild.org

Total 2018-2021 Scope Amount: \$783,319

This outlines cityWILD's three-year scope of work related to the 2018 GOCO Inspire Grant for My Outdoor Colorado in the Cole community.

This scope should be completed by: May 30, 2021.

A. Programs

- I. **Expanded Programs and Pathways:** Personnel related expenses and supplies for expanded after school programming 4-5 days per week for middle and high school age youth. Employment pathways for youth ages 14-24. Includes meals and community meeting expenses as well as transportation, gear, and other costs for monthly adventures and excursions for youth ages 11-24 (\$316,000)
- II. **School Based Programs:** Personnel related expenses and supplies for school-based programming at Cole neighborhood schools. (\$52,500)
- III. **Seeds of Power Unity Farm:** Personnel related expenses and supplies for permaculture, farmers market, and gardening programming for 100 middle and high school age youth. (\$68,500)

IV. **Latino Outdoors:** Personnel related expenses and supplies for culturally relevant outdoor programs and excursions for youth and young adults. (\$57,078)

V. **Youth Advisory and Action Council:** Personnel related expenses and supplies for program/pathway to support active youth voice throughout the grant process. (\$22,500)

B. Administration:

I. Grant Administration, Grant Coordinator, Community connectors, Indirect costs, personnel expenses, travel/lodging, insurance, office costs, telephone, printing, accounting/bookkeeping, rent and utilities, maintenance, legal fees, other fees, permits etc. (\$266,741)

Item	Description	Cost
A	Programs	\$516,578
B	Administration	\$266,741
Total		\$783,319

cityWILD and/or cityWILD's subcontractors will be contributing a \$90,122 in-kind match to this grant.

Exhibit B

GRANT AGREEMENT

Project Name: My Outdoor Colorado – Cole
Project Completion Date: June 30, 2021
Great Outdoors Colorado
Contract No.: 18883

PARTIES TO AGREEMENT

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

Telephone: (303) 226-4524
Contact name: Jackie Miller

Grantee: City and County of Denver
Address: 201 W. Colfax Ave., Dept. 601, Denver, CO 80202

Primary Contact: John Martinez
Organization: City and County of Denver
Address: 201 W. Colfax Ave., Dept. 601, Denver, CO 80202

Date: December 20, 2017

EXHIBITS

Exhibit A Grantee Resolution
Exhibit B Approved Budget
Exhibit C Governing Agreements between Grantee and Third-Party Beneficiaries

RECITALS

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

B. In 2015, GOCO created a statewide grant program, pursuant to which eligible entities could apply for grants to connect communities to the outdoors. Grantee listed above (“Grantee”) submitted a detailed project application (“Project Application”) that contemplates building parks and trails and executing outdoor programs for youth and families. GOCO

approved Grantee's Project Application, which is incorporated into this Agreement by reference, on December 15, 2017, subject to the execution of a detailed grant agreement. GOCO and Grantee each have on file a copy of the Project Application. The project described in the Project Application is referred to as the "Project."

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

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

AGREEMENT

SECTION 1 – PROJECT SCOPE

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

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.
2. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed \$2,179,077.00 ("Grant"), subject to the terms and conditions set forth in this Agreement.

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

3. Project Scope. Grantee will not materially modify the Project without the written approval of the Executive Director of GOCO ("Executive Director"). Any material change to the Project, whether or not such change is approved in writing by GOCO, may result in a reduction of GOCO's Grant or may require a refund to GOCO from Grantee, pursuant to Paragraph 9 of this Agreement. In addition, any material change to the Project that is not approved in writing by GOCO may result in termination of the Grant.

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

or Grantee. Where discrepancies exist, the approved Budget in Exhibit B shall control until such time as GOCO approves the final version.

5. Waiver. Prior to the disbursement of funds, the Executive Director in his or her discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by 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 the Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

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

SECTION 2 – GRANT PAYMENT

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

8. Payment Options. A grantee is required to supply documentation of committed funds and project expenditures prior to requesting payment from GOCO. GOCO offers three payment options for capital construction grants:

A. *Advanced and Final Payment.* The Grantee may request one advance payment prior to beginning work on a project. The Grantee may request up to 50% of the grant amount or up to 75% of the funds committed to date, whichever is less. Funds to be paid in advance must be committed via executed contracts, purchase orders, or other documentation. The remainder is payable upon grantee's submission and GOCO's approval of a final report.

B. *Progress and Final Payment.* The Grantee may request one progress payment once work has started on a project yet prior to project completion. The Grantee may request up to 50% of the grant amount or up to 75% of funds expended to date, whichever is less. The

remainder is payable upon grantee's submission and GOCO's approval of a final report.

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

In addition to the three payment options above, GOCO offers a fourth payment option for youth programming and capacity components.

Advanced Payment. The Grantee may request one advanced payment prior to beginning work on the project. The Grantee may request 100% of the grant amount for that project. Funds to be paid in advanced must be committed via executed contracts or other documentation.

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

9. Payment Schedule. Grant payments will follow the Grantee's 3 ½ year implementation schedule. Upon execution of this Agreement, the Grantee is authorized to request payments for the first year of implementation. The Grantee must expend or be under contract for at least 50% of the first year's budget to request payments for the second year of implementation. Likewise, the Grantee must expend or be under contract for at least 50% of the second year's budget to request payments for the third year of implementation. Each year, the Grantee and its partners will go before the Board to present on progress to date and scope of work for the following year. The Board, at its discretion, will authorize release of the next installment of grant funding. Funding for capital improvement projects will be requested once during the year in which construction is to be started.

10. Withdrawal of GOCO Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of unused Grant funds or improperly expended funds, or funds not expended in compliance with this Grant; to require a full or partial refund of unused Grant funds or improperly expended funds, or funds not expended in compliance with this Grant; and/or to terminate this Agreement if GOCO determines in its sole discretion that:

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

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

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

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

SECTION 3 – CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete the Project no later than June 30, 2021. Grantee may request an extension of the Completion Date in compliance with GOCO's Overdue Grants Policy, as may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event this Completion Date is not met and/or Grantee fails to comply with the Overdue Grants Policy.

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

13. Third Party Beneficiaries. The Grantee is responsible for contracting with all third-party beneficiaries of the Grant to bind those beneficiaries to the terms and obligations set forth in this Agreement. All contracts are to be attached as Exhibit C. This Agreement will be amended to include contracts as they are executed. In the absence of all executed contracts at the time of Agreement execution, the Grantee may include a list of third party beneficiaries. Grant funding to benefit third party beneficiaries cannot be requested and will not be released in the absence of a contract between the Grantee and the third-party beneficiary.

14. Property ownership. The Grantee must own or control (through a contract such as a lease) the property on which any park, trail, and/or outdoor education facility is to be constructed for the useful life of the project. If the property is owned by a third party that is not eligible under Article XXVII, Section 5(1)(a)(IV) of the Colorado Constitution (e.g., a school district), a use agreement, intergovernmental agreement, or other contract between the eligible applicant and the property owner must be in effect upon execution of the grant agreement.

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

16. Public Access. Grantee and its partners agree, for themselves and their successors in interest, to allow reasonable public access to funded parks, trails and outdoor education facilities. Grantee and its partners may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

17. Operation and Maintenance. Subject to annual appropriations, Grantee and its partners shall operate, manage, and maintain funded parks, trails and outdoor education facilities in a reasonable state of repair for the purposes specified and for their useful life 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. GOCO shall not be liable for any cost of maintenance, management or operation of the Project.

SECTION 4 – OTHER PROVISIONS

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

19. Signage. Grantee shall erect one or more signs in prominent locations in funded parks, trails and outdoor education centers acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery, subject to Grantee's signage and sponsorship policies. GOCO will provide such signs at no cost to the Grantee. The number and placement of the signs, as well as any requests for different design or wording, shall be submitted to GOCO for review and written approval prior to their placement. For approved custom signs, GOCO will provide reproducible samples of its logo to the Grantee for such signs and requires they be incorporated into the signs. The Board may withhold final grant payment pending evidence of placement of permanent signage.

20. Reporting Data.

Evaluation reporting must adhere to timelines, templates, and/or guidelines established by GOCO evaluator. Grantee will be required to plan and implement an evaluation of programs, pathways and places activities applicable under this Agreement, and report evaluation progress and results quarterly through, with TA from GOCO contract evaluator. Evaluation activities will include tracking program and pathway implementation (e.g., number of youth participating in each session), implementing youth surveys before and after select program and pathway opportunities, measuring activation of places by annually reporting numbers of groups and special events utilizing those places during the duration of the grant period and tracking youth advisory council activities.

21. Liability.

A. *Indemnity.* To the extent allowed by law, including any constitutional or statutory limitations on the ability of a governmental entity to provide indemnification, 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. GOCO and Grantee acknowledge and agree that both parties are public entities and are not obligated to indemnify the other.

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 the Grantee if the Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. GOCO and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO, 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, and other similar requirements. To the maximum extent permitted by law, Grantee agrees to indemnify, defend and hold harmless GOCO, Executive Director and Staff from any cost, expense or liability for any failure to comply with any such applicable requirements.

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

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

23. 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 and/or terminate this Agreement.

B. *After Payment of Grant.* GOCO reserves the right to seek equitable relief and/or all other remedies as available to it under applicable law, including but not limited to return of all or a portion of the Grant. Further, GOCO reserves the right to deem Grantee ineligible for participation in future GOCO grants, loans or projects.

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

25. Miscellaneous Provisions.

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

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

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

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

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

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

G. *Fax and Counterparts, Electronic Signatures and Records.* This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one agreement. The parties consent to the use of electronic signatures. This Agreement may be signed electronically by the Grantee in the manner specified by the Grantee. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

I. *Construction; Severability.* Each party has reviewed and revised (or requested revisions of) this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

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

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

IN WITNESS WHEREOF, the parties execute this Agreement effective as of _____, 2018.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

GRANTEE:

By:

By:

Chris Castilian
Executive Director

Title:

Contract Control Number: PARKS-201840343-00

Grantor Name: The State Board of the Great Outdoors Colorado Trust Fund

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of August 20, 2018.

SEAL



CITY AND COUNTY OF DENVER

ATTEST:

Debra Johnson

Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver

By Michael B. Hancock
Michael B. Hancock, Mayor

APPROVED AS TO FORM:

Attorney for the City and County of
Denver

By Jason Moore
Jason Moore, Assistant City
Attorney

REGISTERED AND COUNTERSIGNED:

By Brendan Hanlon
Brendan Hanlon, CFO of Finance

By Timothy M. O'Brien
Timothy M. O'Brien, Auditor



IN WITNESS WHEREOF, the parties execute this Agreement effective as of
SEPTEMBER 7, 2018.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

GRANTEE:

By:



Chris Castilian
Executive Director

By:



Title:



RESOLUTION

Supporting the Grant Application for a GOCO Inspire Grant from the State Board of the Great Outdoors Colorado for the My Outdoor Colorado Cole Coalition Inspire Initiative.

WHEREAS, the City and County of Denver's Parks and Recreation Department, in partnership with cityWILD, The Greenway Foundation, Boys and Girls Clubs of Metro Denver at Cole Arts & Science Academy, Lincoln Hills Cares, and The Trust for Public Land is requesting a \$3 million grant from Great Outdoors Colorado to connect with underserved youth in the Cole neighborhood with the outdoors and nature through strategic partnerships that provide access to outdoor education, recreation and skill-building opportunities, fostering both a greater appreciation of the natural environment while also providing opportunities to experience potential careers in the outdoors.

WHEREAS, Great Outdoors Colorado requires that the City and County of Denver's Parks and Recreation Department state its support for the Great Outdoors Colorado grant application for the My Outdoor Colorado Cole Inspire grant. And if the grant is awarded, Denver Parks and Recreation, cityWILD, The Greenway Foundation, Boys and Girls Clubs of Metro Denver at Cole Arts & Science Academy, Lincoln Hills Cares, and The Trust for Public Land strongly supports the completion of the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PARKS AND RECREATION DEPARTMENT OF THE CITY AND COUNTY OF DENVER THAT:

SECTION 1: The Parks and Recreation Department of the City and County of Denver supports the application to Great Outdoors Colorado for the My Outdoor Colorado Cole Community.

SECTION 2: If the grant is awarded, the Parks and Recreation Department of the City and County of Denver supports the completion of the project.

SECTION 3: The Parks and Recreation Department of the City and County of Denver requires cityWILD, The Greenway Foundation, Boys and Girls Clubs of Metro Denver at Cole Arts & Science Academy, Lincoln Hills Cares, and The Trust for Public Land, to secure the identified matching funds necessary to meet the terms and obligations of any grant awarded.

SECTION 4: This resolution to be in full force and effect from and after its passage and approval.

Approved by:

Name

Happy Haynes

Date

7/3/18

Executive Director: Denver Parks & Recreation

Title

MY OUTDOOR COLORADO COLE -- GOCO ADJUSTED AWARD BUDGET 6/28/18 FINAL

	PARTNER/PROJECT NAME	PLACES, PROGRAMS or PATHWAYS	IMPLEMENTATION YEAR	GOCO FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL FUNDING
Denver Parks & Rec	Russell Square Park	Place		\$400,000	\$400,000		\$800,000
	Genesee Campground	Place		\$100,000	\$100,000		\$200,000
	Evaluation	Administration		\$4,000			\$4,000
	MOC Outreach and Communication	Administration		\$37,500			\$37,500
	DPR Outdoor Recreation Programs & Internship	Program/Pathway		\$232,558		\$37,209	\$269,767
Additional Partners	Boys and Girls Club Cole	Programs and Pathways		\$283,012		\$45,282	\$328,294
	The Greenway Foundation (SPREE & GLC)	Programs and Pathway		\$25,125		\$4,020	\$29,145
	Lincoln Hills Cares	Program/Pathway		\$16,733		\$2,677	\$19,410
	GRASP	Program		\$277,830		\$44,453	\$322,283
	Trust for Public Land	Place Coordinator		\$19,000		\$3,040	\$22,040
cityWILD	cityWILD	Program/Pathways		\$341,350		\$58,030	\$399,380
	School Based Programs	Place/Pathway		\$52,500		\$8,400	\$60,900
	Seeds of Power Unity Farm	Program/Pathways/Place		\$68,500		\$10,960	\$79,460
	Latino Outdoors	Program		\$57,078		\$9,132	\$66,210
	Youth Council	Program/Pathway		\$22,500		\$3,600	\$26,100
	Community-Based Grant Coordinator	Administration		\$126,563			\$126,563
	Community Connectors	Administration		\$114,828			\$114,828
CALCULATION OF MATCH REQUIREMENTS				\$2,179,077	\$500,000	\$226,803	\$2,905,881

Item	Explanation	Requirement
Minimum Total Match	25%/Total Costs	\$726,470
Required Minimum Cash Match	10%/Total Costs	\$290,588
Our Total Cash Match	Exceeds amount needed	\$500,000
Our Total In-Kind Match	Exceeds amount needed	\$226,803
Our Total Match		\$726,803

\$783,319 \$90,122 \$873,441

Number of kids served:	4221
Age range of kids served:	0-24
Grant request for PLACES:	\$500,000
Percent of grant to be spent on PLACES:	23%
Grant request for PROGRAMS and PATHWAYS:	\$1,396,186
Percent of grant to be spent on PROGRAMS and PATHWAYS:	64%
Grant request for CAPACITY:	\$282,891
Percent of grant to be spent on CAPACITY:	13%
Number of youth jobs to be created:	52
Number of community jobs to be created:	4

EXHIBIT C

Governing Agreements between Grantee and Third-Party Beneficiaries

Exhibit C – List of Partners

Boys and Girls Club Cole

cityWILD

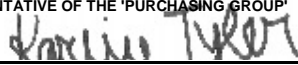
GRASP

Lincoln Hills Cares

The Greenway Foundation (SPREE & GLC)

Trust for Public Land

Exhibit C

CERTIFICATE OF INSURANCE				DATE (MM/DD/YY) 10/12/2017
PRODUCER AND THE NAMED INSURED Worldwide Outfitters and Guides Association, Inc. , A Risk Retention Purchasing Group qualified under the Risk Retention Act of 1986; Federal Law 97-45. P.O. Box 469 Sandy, UT 84091-0469 800-321-1493		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICIES BELOW.		
INSURED CityWild 1620 E. 36th Ave Denver , CO 80205		INSURERS AFFORDING COVERAGE		
		INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	NOTICE: Coverage is being provided as part of a Master Group Policy issued to members of the Worldwide Outfitters and Guides Association, Inc. , a Risk Retention 'Purchasing Group' authorized under the Risk Retention Act of 1986: Federal Law 97-45. Certain Underwriters at Lloyds, London	
"LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION"				
COVERAGES				
The policies of insurance listed below have been issued to the insured named above for the policy indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input checked="" type="checkbox"/> Commercial Liability <input checked="" type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Include Products <input checked="" type="checkbox"/> Include Completed Operations	LOG0414-1710006	10/9/2017	10/9/2018	\$200,000 Per Person \$1,000,000 Per Accident \$2,000,000 Policy Aggregate \$50,000 Fire Legal Liability Per Occurrence \$200,000 Sexual Abuse
<input type="checkbox"/> Commercial Auto Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Drive Away				
<input type="checkbox"/> Commercial Garage Liability G.K.L.L. O.T.R.P.D. D.O.C. Cargo On Hook Employee Dishonesty Wrongful Repossession				
<input type="checkbox"/> Excess Liability <input type="checkbox"/>				
LIMITATION OF COVERAGE FOR ADDITIONAL INSURED The City and County of Denver, Its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured.				
DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Coverage is limited to only insured activities or operations on the Participant Member Declaration Certificate or as may be separately endorsed. Independent Contractors - Instructors, Snack Bar - Food Concession - Products Liability - Food Only., Additional Insured Endorsement - Scheduled - Including Primary & Non-Congributory - City and County of Denver., Guided Dog Sledding., Guided Tours - Snowshoes., Guided Skiing & Snowboarding - Resort and groomed., Guided Hiking & Camping., Guided Rock Climbing, Ice Climbing & Bouldering., Ropes Course & Climbing Wall - Service Projects., Guided River Rafting & Kayaking with Flyfishing - Class I-III WW.,				
<input checked="" type="checkbox"/> CERTIFICATE HOLDER		<input checked="" type="checkbox"/> ADDITIONAL INSURED		<input type="checkbox"/> LOSS PAYEE
The City and County of Denver 201 W. Colfax Avenue Denver , CO 80202		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE OF THE 'PURCHASING GROUP' 		
WOGA-F-004 03OCT2005				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: June Schiff	
Madison Insurance Group		PHONE (A/C, No, Ext): 3033220800	FAX (A/C, No): 3033220874
600 South Cherry St, Ste 900		E-MAIL ADDRESS: jschiff@madisoninsurance.net	
Denver CO 80246		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ARTISAN & TRUCKERS CAS CO	
		INSURER B: PINNACOL ASSUR	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED		NAIC #	
CityWILD			
P O Box 883			
Denver CO 80201			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT INSURED THRU MADISO			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	02943627-2	03/23/2018	03/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 100000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT INSURED THRU MADISO			EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	4202073	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City and County of Denver, its elected and appointed officials, employees, and volunteers are included as Additional Insured for automobile liability per written contract.

CERTIFICATE HOLDER	CANCELLATION
City&county Of Denv	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
201 West Colfax	AUTHORIZED REPRESENTATIVE
Denver CO 80202	June Schiff CPCU

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