

Grantor: High Line Canal Conservancy

Budget Period: November 15, 2024, through September 1, 2027

Grant Name: High Line Canal Conservancy Enhanced Trail Surface and Green Valley Ranch Canal Improvement Zone Funding

Denver Contract Number: 202477052

Grant Amount: \$2,700,000.00

1. Notwithstanding any other term or condition hereof, the Recipient is the City and County of Denver, a Colorado municipal corporation, on behalf of the Denver Department of Parks and Recreation, and Recipient represents it is a “public entity” within the meaning of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as amended (“Immunity Act”).

2. Notwithstanding any other term or condition of the Grant Agreement, the obligation of the Recipient for all or any part of any payment obligations pertaining to the Grant Agreement, whether direct or contingent, over and above expenditure of the funds received from the Grant Agreement, shall only extend to utilization and payment of monies duly and lawfully approved and appropriated for the purpose of the Grant Agreement by the City Council of the Recipient and paid into the Treasury of the Recipient. The Grantor acknowledges that (i) the Recipient does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Recipient. If applicable, the Recipient has committed matching funds for this Grant Agreement in the amounts stated herein. Trail and Improvement Zone maps are set forth in **Exhibit A**.

3. It is expressly understood and agreed that enforcement of the terms and conditions of this Grant Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Grantor and Recipient, and nothing contained in this Grant Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Grant Agreement. It is the express intention of the Recipient that any person or entity other than the Recipient receiving services or benefits under this Grant Agreement be deemed to be an incidental beneficiary only.

4. In connection with the performance of work under the Agreement, the Grantor 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 Grantor shall insert the foregoing provision in all subcontracts.

*Remainder of page left intentionally blank.  
Signatures follow.*



## HIGH LINE CANAL CONSERVANCY

October 30, 2024

Dan Williams, Partnerships Manager  
Denver Parks and Recreation  
City and County of Denver

### **RE: High Line Canal Conservancy and Denver Parks and Recreation Funding Agreement**

Dear Dan,

This letter serves as a funding agreement ("Agreement") between the High Line Canal Conservancy ("Conservancy"), a Colorado non-profit corporation, and the City and County of Denver, a municipal corporation of the State of Colorado, on behalf of the Denver Parks and Recreation Department ("DPR"), referred to jointly as the "Parties" and individually as the "Party". The Conservancy has been partnered with DPR for nine years in our work to preserve, protect and enhance the High Line Canal (Canal) in partnership with the public. As the Conservancy makes substantial progress raising funds through a capital campaign, a funding agreement is needed to formalize the commitment to the projects described in this Agreement.

#### **Commitments**

DPR has planned in concept to construct certain improvements on and along the Canal in Denver for public access and uses. Conservancy commits to contributing funds towards the design and construction of those improvements. DPR will maintain improvements for the useful life of the improvements, subject to annual appropriation.

Pursuant to the terms of this Agreement, the High Line Canal Conservancy agrees to provide a grant of \$2,700,000 to DPR to be used for the High Line Canal projects as described below and in the attached exhibits. Specifically, DPR shall use the funds to construct the Enhanced Trail Surface and Green Valley Ranch Canal Improvement Zone (CIZ).

#### **1. Enhanced Trail Surface in Windsor Neighborhood**

- a. Conservancy Funding: \$1.7M (\$300,000 from Great Outdoors Colorado Centennial Grant and \$1.2M from private donation for the enhanced trail surface and \$200,000 from Great Outdoors Colorado Centennial Grant for tree planting and irrigation).
- b. Agreed milestone: The Conservancy will disburse an initial amount of one million, two hundred thousand dollars (\$1,200,000) to DPR upon execution and return of this letter agreement to the Conservancy and upon receipt of an invoice from DPR with its electronic /ACH information. The remaining \$500,000 will be disbursed when DPR reaches 100% design.

#### **2. Green Valley Ranch Canal Improvement Zone**

- a. Conservancy Funding: Up to \$1M
- b. Agreed milestone: The Conservancy will provide design funding to CCD once design is ready to commence. Once 100% design is accepted by the Conservancy, the Conservancy will provide 50% of remaining funding to CCD for construction. The remainder of the funding will be provided to CCD upon substantial completion of the project.

DPR will expend all grant funds prior to September 1, 2027, unless the time to expend the money is extended by a written amendment executed by the Parties in the same manner as this Agreement. However, should the High Line Canal projects not proceed, DPR shall return the entire amount granted by the Conservancy.



## HIGH LINE CANAL CONSERVANCY

In accepting this grant from the Conservancy, DPR agrees as follows:

1. DPR shall expend the grant funds only for the projects described above.
2. DPR shall keep the Conservancy informed of the progress of the projects and will provide regular reports at agreed upon intervals until the projects are completed and funds are fully expended.
3. DPR shall not assign this grant to any third party without the prior written consent of the Conservancy.
4. DPR acknowledges that no legal partnership nor agency is established by this grant agreement. Neither the Conservancy nor DPR is authorized or empowered to act as an agent or employee or representative of the other, nor transact business or incur obligations in the name of the other party or for the account of the other party, nor use the other's name or logo in any way without the other party's written permission. Neither Party shall be bound by the acts, representations or conduct of the other.
5. This Agreement shall be interpreted and governed by the laws of the State of Colorado.
6. This Agreement shall be binding on the Parties and their respective successors and assigns, and supersedes all prior or contemporaneous communications and negotiations, both oral and written. This Agreement represents the entire agreement between the Parties and can only be amended by a written instrument signed by both Parties in the same manner as the Agreement.
7. Electronic signatures of or on behalf of either Party on this grant agreement shall be effective for all purposes, including delivery as an original. This Agreement may be executed in multiple originals, which shall be deemed to be one document.

The Parties further agree and understand that:

1. Notwithstanding any other term or conditions hereof, the recipient of the grant funds is the City and County of Denver, a Colorado municipal corporation, on behalf of the Denver Department of Parks and Recreation ("Recipient"). The Recipient represents it is a "public entity" within the meaning of the Colorado Governmental immunity Act, C.R.S. 24-10-101, et seq., as amended ("Immunity Act").
2. Enforcement of the terms and conditions of this Agreement, and all rights of actions relating to such enforcement, shall be strictly reserved to the Conservancy and DPR and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the Conservancy and DPR that any person or entity other than DPR receiving services or benefits under this agreement be deemed to be an incidental beneficiary only.

The terms and conditions of this Grant Agreement are hereby accepted and agreed to by the undersigned.

The High Line Canal Conservancy

Denver Parks and Recreation

**Contract Control Number:**  
**Contractor Name:**

PARKS-202477052-00  
HIGH LINE CANAL CONSERVANCY

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:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PARKS-202477052-00  
HIGH LINE CANAL CONSERVANCY

By: \_\_\_\_\_

DocuSigned by:

Harriet Lamair

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Name: Harriet Lamair

(please print)

Title: Chief Executive Officer

(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_

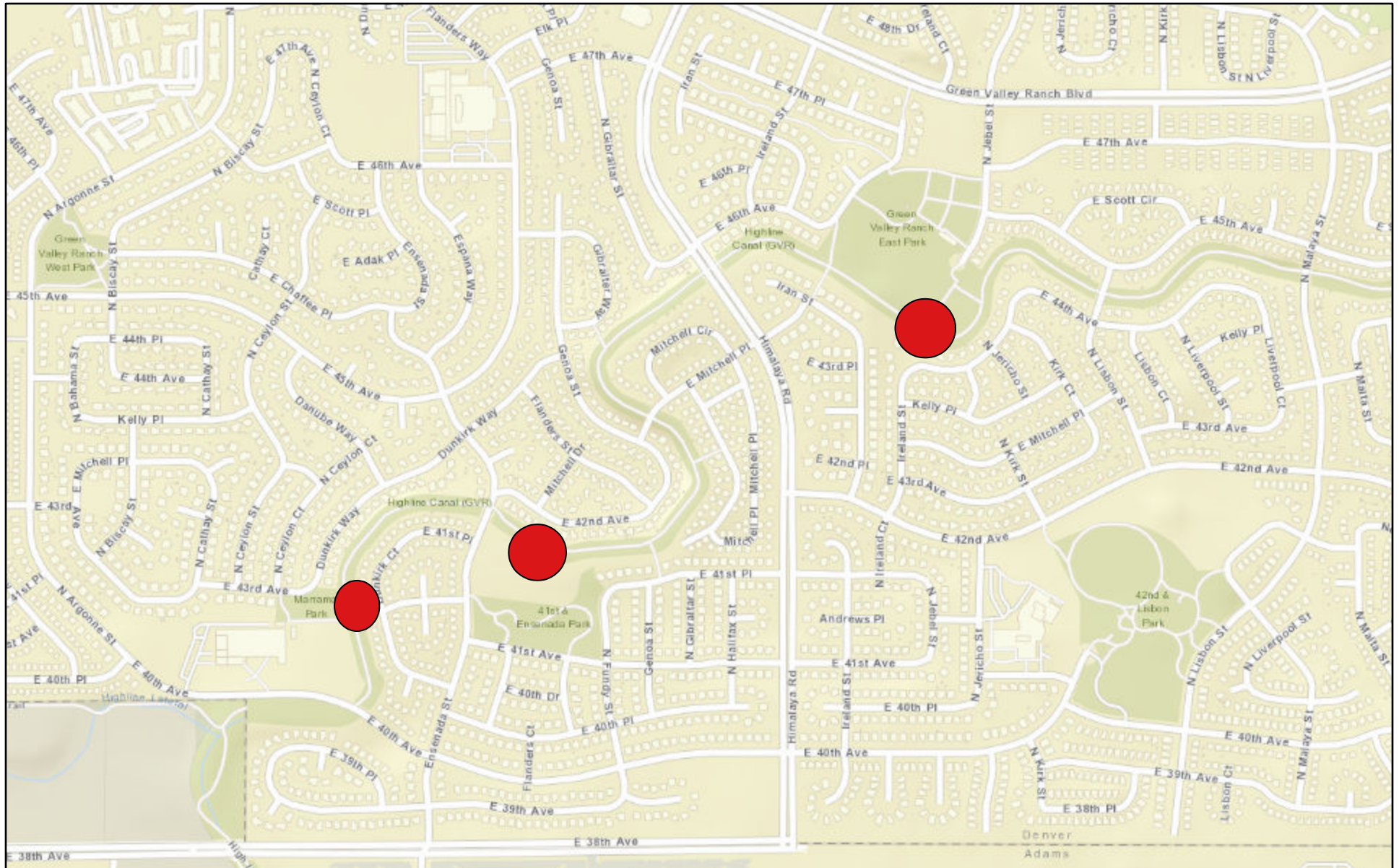
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Title: \_\_\_\_\_

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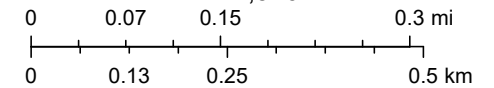
## Green Valley Ranch Activation Zones: High Line Canal Trail



11/18/2024

World Street Map

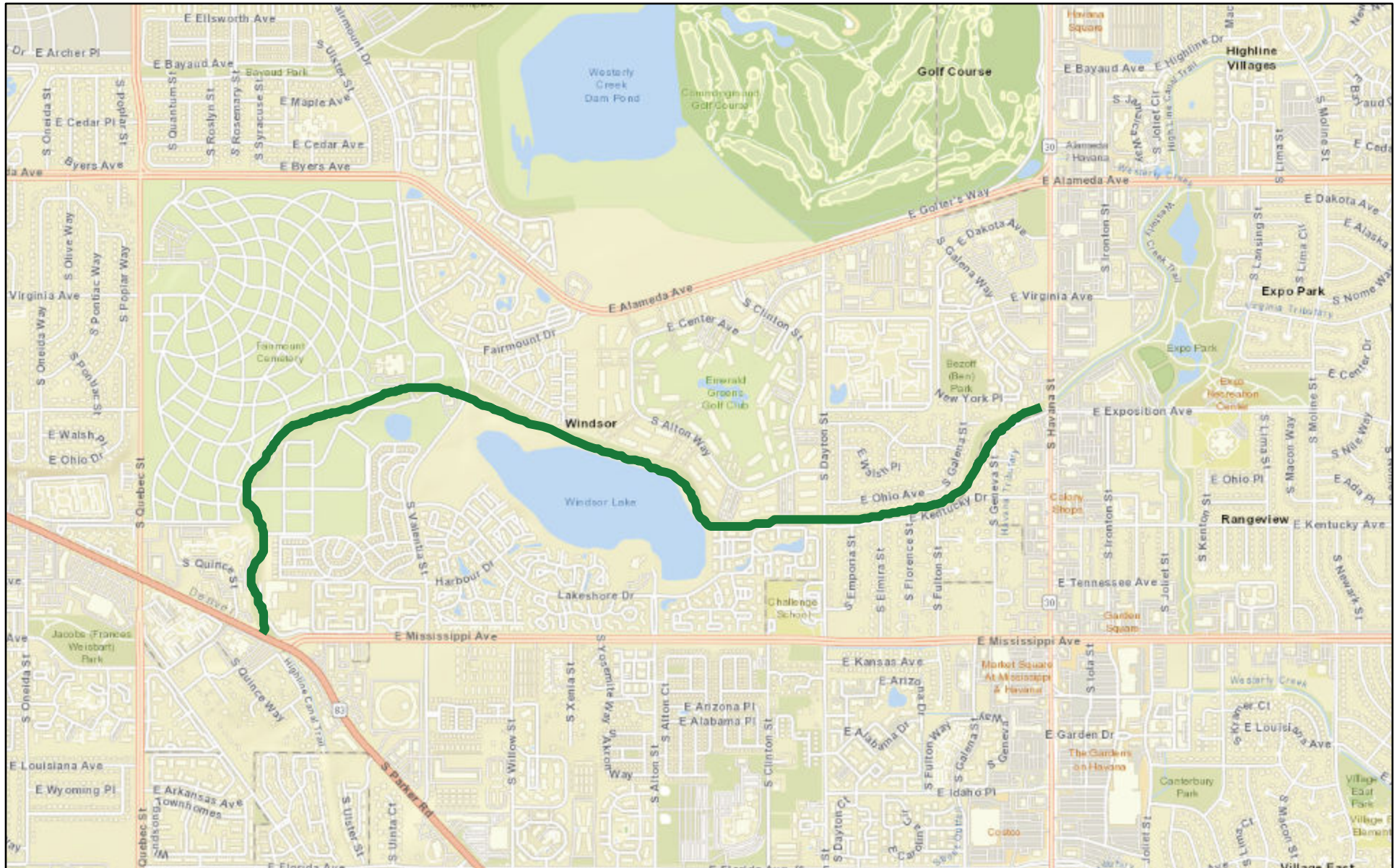
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Denver International Airport, City of Aurora, County and City of Denver,  
Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P,



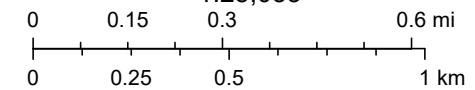
## High Line Canal Trail Improvements: Windsor Neighborhood



11/18/2024

## World Street Map

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City of Aurora, County and City of Denver, County of Arapahoe, Bureau of  
Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS