

RESOLUTION NO. 1

SERIES 1999

A RESOLUTION SUPPORTING THE AGREEMENT BETWEEN THE TOWN OF BRECKENRIDGE AND THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND

WHEREAS, the Town of Breckenridge supports the completion of the Breckenridge Golden Horseshoe Backcountry Protection Strategy Program; and

WHEREAS, the Town of Breckenridge has received a grant from Great Outdoors Colorado to fund the Breckenridge Golden Horseshoe Backcountry Protection Strategy Program, subject to the execution of a grant agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO, as follows:

Section 1. The Town Council of the Town of Breckenridge hereby authorizes the Town Manager to sign the grant agreement with Great Outdoors Colorado.

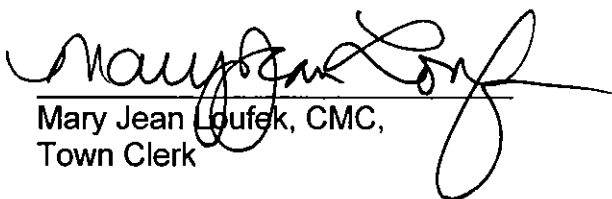
Section 2. The Town Council of the Town of Breckenridge hereby authorizes the expenditure of funds as necessary to meet the terms and obligations of the grant agreement and application.

Section 3. This Resolution shall become effective upon its adoption.

RESOLUTION APPROVED AND ADOPTED THIS 12th DAY OF JANUARY, 1999.

TOWN OF BRECKENRIDGE

ATTEST:


Mary Jean Loufek, CMC,
Town Clerk

By 
Stephen C. West, Mayor

APPROVED IN FORM


Town Attorney

1/12/99
date

GRANT AGREEMENT

PROJECT:

Name: Breckenridge Golden Horseshoe Backcountry Protection Strategy
Completion Date: No later than June 2, 2000
Contract Number: 9118

PARTIES TO AGREEMENT:

Board: The State Board of the Great Outdoors Colorado Trust Fund
Address: 303 East 17th Avenue, Suite 900
Denver, CO 80203
Telephone: (303) 863-7522

Grantee: Town of Breckenridge
Address: P.O. Box 168
c/o Community Development
Telephone: (970) 453-3184
Contact Name: Jan Prowell
Contact Title: Assistant Director
Date: December 7, 1998

CONTEXT OF AGREEMENT:

A. 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. The Constitution appropriates a portion of the net proceeds of the Colorado Lottery to the Board and directs the Board to invest those proceeds in the State's parks, wildlife, open space and recreational resources.

B. In 1994, the Board created a statewide grant program, pursuant to which eligible entities could apply for grants for Planning and Capacity Building Projects to which Grantee responded with a detailed application (the "Project Application").

C. Grantee submitted a Project Application to the Board which contemplates the execution of the Project entitled and described above (the "Project"), a copy of which is incorporated by reference and attached as Appendix A.

D. The Board approved Grantee's Project Application on December 2, 1998, subject to the execution of a detailed Grant Agreement the conditions of which are set forth herein.

E. Grantee anticipates that the Project described in the Project Application will be substantially completed on June 2, 2000.

F. Grantee has undertaken responsibility for obtaining the match (funds and in-kind contributions) described in the Project Application.

G. The parties intend this document to be the detailed Grant Agreement required by the Board. The Grantee shall carry out the Project in accordance with this agreement and a work program to be approved by the Executive Director of the Board pursuant to this Agreement.

AGREEMENT

The parties agree as follows:

1. Grant and Project. The Board hereby grants to Grantee the sum not to exceed \$30,000, subject to the terms of this Agreement. These funds shall be used by Grantee solely to complete the Project described in Grantee's Project Application as approved by the Board. Grantee hereby agrees to use its best efforts to complete the Project.
2. Project scope. The Project, Breckenridge Golden Horseshoe Backcountry Protection Strategy, as described in the Project Application, will not be materially modified by the Grantee without the written approval of the Executive Director of the Board. In multi-phase projects, this Agreement only pertains to the identified phase of the Project, and not the Project as a whole.
3. Information to be provided upon execution of this Agreement. NO FUNDS WILL BE DISBURSED BY THE BOARD UNLESS AND UNTIL THE GRANTEE FURNISHES THE BOARD WITH THE INFORMATION REQUIRED BY THIS AGREEMENT. Prior to execution of this Agreement, Grantee will submit the following information to the Board's staff:
 - a. A resolution adopted by the governing body of the Grantee authorizing the execution of this agreement and approving its terms and conditions;
 - b. A detailed Work Plan and Budget for this Project. Grantee hereby agrees to promptly submit all material revisions to their Work Plan and Budget. As provided further below, the Board reserves the right at any stage of the Project to withhold funding if (i) modifications to the Project are so substantial as to make it, in the Board's reasonable judgment, substantially different in quality or kind from that approved by the Board, or (ii) there have been delays in the implementation of the Project which, in the Board's reasonable judgment, make the Project impracticable;

c. Project funding which will (i) briefly identify each major stage or milestone of the Project, (ii) set out the source, amount and anticipated date of each disbursement of funds for the Project, and (iii) show the Board payment with respect to the Project; and

d. The payment schedule agreed between the parties is checked below:

OPTION A: Payment on contract completion. Full payment of the contract amount will be made upon project completion and submission of the information required in paragraph 3 and 4.

OPTION B: Progress payments. 50% payment upon submission of the information required by this paragraph 3, including a signed copy of the grant agreement. In addition, 25% will be distributed upon submission and approval of a periodic progress report in a form similar to Appendix B. The final 25% of the grant award will be withheld against all the requirements detailed in paragraph 4.

4. Disbursement of Funds. Prior to final payment by the Board at the completion of the Project:

a. The Grantee must provide to the Board:

(1) Written assurance the Project has been substantially completed according to the work plan and budget, along with Project Expenditure Documentation detailed in Appendix C (the "Project Expenditure Documentation"), and reports as noted above to support this claim;

(2) Written assurance that no material modifications or delays have been made or experienced (or the Board has been advised of the modifications or delays and has elected to continue to participate in the funding of the Project);

(3) Written assurance that matching funding has been received as outlined in the Project Expenditure Documentation (Appendix C) (or the status of efforts to secure matching funding has been disclosed to Board staff and it has been found to be satisfactory); and

(4) Written assurance that the representations made to the Board in the Project Application continue to be true (or, if there have been any material changes, the Board has been advised of such changes and has assented to them).

b. The Board will release funding subject to the following conditions:

(1) Disbursement shall be made on the basis of costs incurred. A reduction in total Project cost or Grantee's matching funding may cause a proportional reduction in the grant award, and;

(2) Grantee shall submit a written request for reimbursement as outlined in the Project Expenditure Documentation within 180 days of Project completion. Projects are considered completed upon accomplishment of the objectives stated in the Project Application or expenditure of the entire grant amount. Failure to submit the request for reimbursement within the specified time period may result in reduction or loss of grant dollars even if there are undisbursed amounts remaining in the grant.

5. Waiver. The Executive Director may waive one or more of the obligations in paragraphs 3 and 4 of the Agreement, or may require performance of one or more of these obligations subsequent to disbursement.

6. Compliance with regulatory requirements and federal and state mandates. The Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the extent permitted by law, the Grantee will indemnify the Board from any liability or any failure to comply with any such applicable requirements.

7. Nondiscrimination. During the performance of this agreement, the 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, medical condition, marital status, age or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

8. Publicity and Project Information. Grantee agrees:

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

b. Grantee shall cooperate with the Board in preparing public information pieces; and

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

9. Audits and Accounting. Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by the Grantee for five (5) years following the date of disbursement of funds under this Agreement. The Board, or its designated agent, shall have the right, upon reasonable notice to the Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of Board funds. The Grantee may use any accounting system which follows the guidelines of "Generally Accepted Accounting

Practices" published by the American Institute of Certified Public Accountants.

10. Withdrawal of Board Funding. The Board may withdraw its approval of funding to the Grantee and cease funding of the Project if, in its sole discretion, it determines conditions have occurred which fundamentally change the expectations of the parties or which make the grant infeasible or impractical.

11. Grantee's inability to complete Project. If the Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Project Application the Grantee will promptly so advise the Board, and cooperate in good faith with respect to alternative solutions to the problem before any further funds are advanced.

12. Governmental Immunity. The following provision applies to the Board. 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 ("CGIA"). Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, by any party to this Agreement, of any of the immunities, rights, benefits or protection provided under the CGIA, as amended or as may be amended (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). 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 any party to this Agreement.

13. Liability. To the extent permitted by law, the Grantee shall be responsible for, indemnify and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, except for the gross negligence or willful and wanton conduct of the Board, its officers, agents, or employees. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, the Board, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

14. Assignment. Grantee may not assign its rights under this Agreement without the written consent of the Board.

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

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

17. Independent Contractor. Grantee is an independent contractor acting in its separate capacity and not as an officer, employee or agent of the Board.

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

19. Entire Agreement. Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties in this Agreement.

20. Fax and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signature to this Agreement transmitted by telecopy as if they were original documents.

STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND

By: _____
Will Shafroth, Executive Director
Dated: _____

GRANTEE:

By: _____
Name: _____
Title: _____
Dated: _____

APPENDIX A
PROJECT APPLICATION
Breckenridge Golden Horseshoe Backcountry Protection Strategy

APPENDIX B
PERIODIC PROGRESS REPORT
Breckenridge Golden Horseshoe Backcountry Protection Strategy

**GRANT CONTRACT AND MIDTERM
REIMBURSEMENT REVIEW**



Project Title: _____
Contract #: _____
Date Report and Request was received: _____

Contract Review

- Project Completion Date _____
- Project Schedule _____ Workplan _____
- Does the project meet Proportional Reduction in funding? ___ Yes ___ No
- Resolution by the Board _____
- Funding Schedule _____ Funding Contingencies _____
- Does the Project meet minimum matching requirements? ___ Yes ___ No

Comments

Midterm Request for Disbursement

- Has most of first GOCO payment been expended? ___ Yes ___ No
- Have funding conditions been met? ___ Yes ___ No
- Short Narrative
- Budgeted vs. Actual spreadsheet
- Copies of invoices/cancelled checks/certified acct. statement
- How much of local match has been received to date? \$ _____

Recommendations

Date of Review: _____ Reviewed by: _____
Date of Review (2) _____ Reviewed by: _____
 Amount/Payment #1: _____
 Amount/Payment #2: _____
Date #1 Issued: _____ Check #: _____ Date Mailed: _____
Date #2 Issued: _____ Check #: _____ Date Mailed: _____

APPENDIX C
PROJECT EXPENDITURE DOCUMENTATION
Breckenridge Golden Horseshoe Backcountry Protection Strategy

Final Report



GREAT OUTDOORS
COLORADO

Contact Name and Number: _____
Contract/Grant Number: _____
Project Title: _____
Amount of Final Payment Requested: \$ _____

Project Cost

GOCO Grant Award \$ _____
Cash \$ _____
In-Kind (labor/materials) \$ _____
Total Project Cost \$ _____

(Attached documentation should support this number and reflect all funds spent to complete the project)

Were any funding conditions placed on this grant? Yes _____ No _____
If yes, please describe the conditions in an attachment and how you have fulfilled this requirement...

Financial Documentation (see attached example)

- Enclose a copy of the approved budget reflecting projected vs. actual expenses to which the following certification must be added and signed: "All documentation submitted in this report reflects only those items which conform to the project description. The project received all applicable permits and is substantially complete at this time". The budget should also reflect the matching and in-kind resources detailed in the project application.
- Attach invoices or purchase orders for all cash expenditures
- Enclose cancelled checks or a certified accounting statement that tie directly to the invoices or purchase orders.
- For in-kind matching funds, attach an invoice or letter from a vendor stating what their service would normally cost
- For volunteer labor, attach a list of the number of volunteer hours spent on each component along with an hourly rate and total. Include documentation to support all account costs including time cards and payroll sheets.
- Include documentation to support sponsor-owned equipment costs to include use vouchers and cost summary sheets. Use vouchers and cost summary sheets must be clearly annotated to indicate hours or mileage rates, and costs related to the project. Colorado State Highway Department or locally developed rates may be used.

In addition, please:

- Label each invoice to a matching proof of payment and expense category on the budget
- Include only project related expenses in your report. If necessary, break-out project expenses from non-project expenses when an invoice or payment incorporates both
- Provide a picture or slide of the project
- Provide evidence of signage acknowledging GOCO grant (include picture or explanation of when signage will be complete)



Final Report/Page 2: Planning/Capacity

(Disregard if you did not receive a Planning/Capacity Grant)

Contact Name: _____

Project Title: _____

Contract Number: _____

Work Plan

I. Project Objectives/Tasks

- A. Submit copies of the final approved budget and timeline for the project.
- B. Please list the project objectives and/or the tasks to be accomplished from your application, including the status of each. If an objective was added, omitted or changed from the original application, please explain. Please note that budget information should correlate to the project objectives and tasks listed here.
- C. Estimate the percentage of the overall project that has been completed to date ____%.
- D. If you are aware of specific funding conditions that were placed on your grant, please list them and describe how they have been met.

II. Products/End Results

- A. Please list final products resulting from your project and attach a copy of each. For example, final products might include:
 - (1) a parks and recreation plan;
 - (2) a strategic plan for land trust; or
 - (3) prioritization criteria for open space acquisitions.
- B. If one of the products includes a new or modified plan:
 - (1) Has the plan been adopted by a local government, land trust board or any other appropriate organization?
 - (2) If so, when will implementation begin? If not, please explain.
 - (3) Please describe the funding sources available to implement the plan.

III. Project Impact

- A. Please describe how the planning or capacity building project has helped to advance parks and recreation, open space, and/or trails preservation and enhancement in your community.
- B. Were there any unanticipated benefits of the project? Challenges? Please describe.

Thank you. Please include this document
along with the additional information requested.

**Great Outdoors Colorado
Sample Budget -- Planning Projects**

<i>Sources of Funds</i>	<i>Date Secured</i>	<i>GOCO request</i>	<i>Applicant Match</i>	<i>Partner Match</i>	<i>Total</i>
CASH	9/98-12/98	\$25,000	\$22,000	\$ 5,000	\$52 ,000
IN-KIND (itemize) Professional Services: (List types of service being provided) • Legal • Facilitation • Printing	1/99		\$2,000	\$1,000 \$1,000	\$4,000
Donated Materials	2/99-12/99			\$ 5,000	\$ 5,000
Other (specify)	4/99				
Total Sources of Funds		\$25,000	\$24,000	\$12,000	\$61,000

**Great Outdoors Colorado
Sample Budget -- Planning Projects**

<i>Uses of Funds</i>	<i>Date Used</i>	<i>GOCO Funds</i>	<i>Applicant Funds</i>	<i>Partner Funds</i>	<i>Total</i>
Consultants • Resource inventory/analysis • Develop project evaluation matrix/selection framework • Develop planning specifics for each project. • Implementation plan • Management plan • Final plan production	1/99-12/99	\$20,000	\$10,000	\$5,000	\$35,000
Staff time (In-Kind) • Project management • Meeting coordination • Volunteer recruitment	1/99-12/99		\$3,000 \$500 \$500		\$4,000
Map Production	2/99-11/99	\$3,000	\$2,000		\$5,000
3 Public Outreach Meetings	1/99-12/99		\$2,000		\$2,000
Travel	1/99-12/99	\$500	\$2,000		\$2,500
Telephone/fax	1/99-4/99		\$2,000		\$2,000
Publication and Copies	3/99	\$1,500	\$1,000		\$2,500
Other (specify)	4/99			\$5,000	\$5,000
Total Uses of Funds		\$25,000	\$23,000	\$10,000	\$58,000

* Sample only – sources and uses of funds may include, but are not limited to the above categories. Be sure to identify funding from each partner separately.

* Uses of funds section should identify specific tasks undertaken by either consultants or staff. For example, facilitation, inventory, draft master plan, etc.

* Please note that if an award is made, the applicant will need to link invoices and receipts to the budget categories listed here. For this reason, please be sure that expenditures can be linked to budget categories. If the applicant/partner match drops during the course of the project, GOCO's contribution may drop proportionately.

**Great Outdoors Colorado
Sample Timeline
Planning Projects**

Project Milestones	12/98	1/99	2/99	3/99	4/99	5/99	6/99	7/99	8/99	9/99	10/99	11/99	12/99	1/00	2/00	3/00	4/00
Grant Notification																	
Governing Body Approval																	
Award Planning Contract																	
Work Plan for Task Groups																	
Resource Inventory/Analysis																	
Map Production																	
Public Meetings																	
Enhancement Design																	
Draft Master Plan																	
Project Completion																	
Master Plan Publication																	

* Project milestones may include, but are not limited to, the above categories. Please tailor them to fit your project.