

JEFFCO OPEN SPACE TRAILS PARTNERSHIP PROGRAM

GRANT TERMS AND CONDITIONS

1. GRANT PROJECT TERMS.

- 1.1. Clear Creek County (“*Grantee*”) has been awarded a 2023 Jeffco Open Space (“*JCOS*”) Trails Partnership Program Grant by the Board of County Commissioners for the County of Jefferson, State of Colorado (“*County*”) in the amount of \$275,000 (“*Grant*”). The County and Grantee may be individually referred to herein as a “*Party*” or collectively as the “*Parties*.”
- 1.2. In consideration of its award of a Grant, Grantee agrees to abide by these Grant Terms and Conditions (“*Grant Terms*”).
- 1.3. Grantee shall use the Grant for the project (“*Project*”) set out in its Trails Partnership Program Grant Application dated 09/02/2022 (“*Application*”). Unless explicitly modified herein, the Application is incorporated into these Grant Terms. The general scope of the Project is:

The Floyd Hill Open Space Park (FHOSP) Trailhead is located on property jointly owned by Clear Creek and Jefferson Counties. This project improves and expands the heavily used trailhead by: adding ADA complaint parking spaces, making the driveway code compliant, re-grading and adding gravel surfacing to improve drainage and traffic flow, and installing permanent vault toilets.

- 1.4. Grantee shall adhere to the Grant period by beginning the Project within the 2023 calendar year and completing the Project by February 2025 (two years from award date). Any requested extension of the Grant period will require JCOS’s prior written approval, which it may deny or condition in its discretion.
- 1.5. The Grant is comprised of Jefferson County Open Space Sales Tax Funds and/or a portion of the County’s share of the State of Colorado’s Conservation Trust Funds. For example and without limiting the foregoing, the use of JCOS Sales Tax Funds is limited to public open space, park, or recreation purposes pursuant to the 1972 Open Space Enabling Resolution, as amended. Grantee understands and acknowledges it is bound by the use restrictions of such Funds, as applicable.
- 1.6. Grantee shall manage the Grant funds in accordance with applicable laws, regulations, permitting requirements, these Grant Terms, and JCOS’s Policies, Procedures, and guidelines.
- 1.7. **Additional Grant Project Terms.** Without limiting the foregoing, the following specific Grant terms also apply to the Grant funds and the Project:

- 1.7.1. N/A _____
- 1.7.2. N/A _____

2. PAYMENT OF GRANT FUNDS.

- 2.1. After review and approval of documentation submitted by Grantee establishing to JCOS's satisfaction that 50% of the Project has been completed, JCOS shall remit 50% of the Grant funds to Grantee pursuant to wiring instructions provided to JCOS.
- 2.2. After Project completion Grantee shall provide JCOS a summary of the Project that at minimum includes a written narrative, photos and/or illustrations, and a summary of expenditures. After review and approval of this information and any other relevant documentation it may require, JCOS shall remit the remaining 50% of the Grant funds to Grantee pursuant to wiring instructions provided to JCOS.
- 2.3. In lieu of the payment terms set forth in paragraphs 2.1 and 2.2 above, in its discretion JCOS may agree to an alternate payment schedule. In that event the terms of the alternate payment schedule shall be attached to these Grant Terms as an Addendum.

3. COMMUNICATION; REPORTS; RECORDS.

- 3.1. Grantee and JCOS shall each appoint one individual to act as principal contact person for notices and other communications concerning the Grant and the Project. The initial appointees are:

Grantee (name, email, phone): Martha Tableman, mtableman@clearcreekcounty.us, (303)679-2305

JCOS: Hillary Merritt; hmerritt@jeffco.us; (303) 271-5948

Grantee or JCOS may change its contact person at any time by written notice to the other Party.

- 3.2. On a quarterly basis Grantee shall provide JCOS with a written Project report that at minimum describes the status of the Project and provides an accounting of Grant fund expenditures.
- 3.3. Grantee shall maintain its books and records in a manner that will provide JCOS with sufficient detail to review Grantees receipts and expenditures relating to the Grant. Grantee shall make such records available for review by JCOS upon reasonable notice during the Grant period and for two years thereafter.

- 4. **DONOR RECOGNITION; PUBLICITY.** Grantee agrees to adhere to the JCOS Funding Recognition Guide attached as Exhibit A to appropriately acknowledge a contribution from the Trails Partnership Program to complete the Project.

5. **PROJECT CHANGES.** Grantee shall notify JCOS if Grantee determines in good faith that because of changed circumstances it is no longer possible for the Grant to serve its original purpose. In that case, and upon JCOS's prior written approval, Grantee may use the remaining Grant funds on a public open space, park, or recreation project or projects in line with both Grantee's and JCOS's mission. The Parties shall execute an amendment to these Grant Terms addressing any such Project change and these Grant Terms, as amended, shall apply to and govern the new or revised Project.
6. **NONCOMPLIANCE.** Grantee understands and acknowledges that noncompliance with these Grant Terms may result, for example, in JCOS requiring the return of all or a portion of the Grant funds or Grantee's ineligibility for future Trails Partnership Program grant funds.
7. **MISCELLANEOUS TERMS.**
 - 7.1. **No Assumption of Liabilities.** By providing the Grant and completing the Project neither Party is assuming any liability for the acts or omissions of the other Party or any third party.
 - 7.2. **No Employment Relationship.** By providing the Grant and completing the Project or by execution or acceptance of these Grant Terms, neither Party is acting as an agent, servant, or employee of the other Party.
 - 7.3. **No Third-Party Beneficiaries.** The Parties agree the Grant and these Grant Terms is only intended to cover the relative responsibilities of the Parties and no third party beneficiaries are intended.
 - 7.4. **Governmental Immunity.** Nothing associated with the Grant or contained in these Grant Terms shall give or allow any claim or right of action by any third party, nor shall anything contained herein be construed as a waiver of the right of the Parties to assert all defenses and limitations on liability provided by law including, without limitation, the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., and the Owners of Recreational Areas Act, §33-41-101, *et seq.*, C.R.S., or any successor acts or provisions.
 - 7.5. **Officials Not to Benefit.** No elected or employed member of either Party shall be paid or receive, directly or indirectly, any share or part of the Grant or any benefit that may arise therefrom.
 - 7.6. **Electronic Signatures.** These Grant Terms may be signed electronically. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 through §24-71.3-121.
 - 7.7. **Waiver.** The failure of JCOS to object to Grantee's use of the Grant funds or noncompliance with these Grant Terms shall not be deemed a waiver.

The undersigned, on behalf of Grantee, hereby agrees to abide by these Grant Terms.

GRANTEE:

By _____
Name _____
Title _____
Date: _____

JCOS Acceptance:

By _____
Name _____
Title _____
Date: _____