

**CITY OF WHEAT RIDGE, COLORADO**  
**RESOLUTION NO. 25**  
**Series of 2021**

**TITLE: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH JEFFERSON COUNTY OPEN SPACE TO ACCEPT A TRAILS GRANT IN THE AMOUNT OF \$466,141 FOR THE WADSWORTH IMPROVEMENT PROJECT**

**WHEREAS**, the City of Wheat Ridge was awarded a grant from the Jefferson County Open Space Trails Partnership Program in the amount of \$466,141 for the construction of two trail connections from the pedestrian facilities on the east and west sides of Wadsworth Boulevard down to the Clear Creek Trail; and

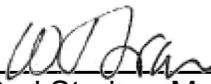
**WHEREAS**, the acceptance of the grant in the amount of \$466,141 is subject to the condition of execution of the attached agreement.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Wheat Ridge, Colorado that:

**Section 1.** The City Council hereby authorizes the Mayor to sign the grant agreement with Jefferson County Open Space

**Section 2.** This resolution will be in full force and effect from and after its passage and approval.

**DONE AND RESOLVED** this 10<sup>th</sup> day of May 2021.

  
\_\_\_\_\_  
Bud Starker, Mayor

ATTEST:  
  
\_\_\_\_\_  
Steve Kirkpatrick, City Clerk



# JEFFCO OPEN SPACE TRAILS PARTNERSHIP PROGRAM

## GRANT TERMS AND CONDITIONS

### 1. GRANT PROJECT TERMS.

- 1.1. City of Wheat Ridge (“**Grantee**”) has been awarded a 2021 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 \$466,141.00 (“**Grant**”). The County and Grantee may be individually referred to herein as a “**Party**” or collectively as the “**Parties**.”
- 1.2. Grantee shall provide JCOS wiring instructions for the Grant. JCOS shall remit the Grant funds to Grantee in a single lump-sum payment within 14 days after Grantee has executed 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 November 30, 2020 (“**Application**”). Unless explicitly modified herein, the Application is incorporated into these Grant Terms. The general scope of the Project is: The construction of two trail connections from the pedestrian facilities on the east and west sides of Wadsworth Boulevard down to the Clear Creek Trail.

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- 1.4. Grantee shall adhere to the Grant period by beginning the Project within the 2021 calendar year and completing the Project by December 31, 2023. 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. COMMUNICATION; REPORTS; RECORDS.**

2.1. 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:

Brandon Altenburg, [baltenburg@ci.wheatridge.co.us](mailto:baltenburg@ci.wheatridge.co.us) (303) 231-1307 (Grantee name, email, phone)

Hillary Merritt, [hmerritt@jeffco.us](mailto:hmerritt@jeffco.us), (303) 271-5948 (JCOS name, email, phone)

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

2.2. On a semi-annual 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. After Project completion Grantee shall provide JCOS a summary of the Project that at minimum include a written narrative, photos and/or illustrations, and a summary of expenditures.

2.3. 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.

3. **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.

4. **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.

5. **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.

**6. MISCELLANEOUS TERMS.**

6.1. **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.

6.2. **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.

- 6.3. **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.
- 6.4. **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.
- 6.5. **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.
- 6.6. **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.
- 6.7. **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:           Bud Starker, Mayor          

Title:           Mayor          

Date:           May 10, 2021          

JCOS Acceptance:

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

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

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

Date: \_\_\_\_\_