

FUNDING AGREEMENT

This Funding Agreement (“Agreement”) is made and entered into by and between the Gunnison County Metropolitan Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado (“District”) and _____ a _____ (“Grantee”), effective as of the date on which the District and Grantee have both executed this Agreement.

RECITALS

A. The District is a Colorado Special District organized pursuant to § 32-1-101, *et seq.*, C.R.S. to provide television relay and translation services and park and recreation services and facilities within its jurisdictional boundaries, as further set forth in the District’s Amended Service Plan.

B. In an effort to further the District’s purpose and mission, the District provides funding to certain non-profit and governmental entities that desire to provide specific park and recreation services and/or facilities to the public; and

C. Grantee proposes to perform the project described in *EXHIBIT A*, attached hereto and incorporated herein by this reference (“Project”), and has made an application to the District for financial assistance.

D. The Board of Directors of the District (the “Board”) hereby finds and determines that the Project furthers the purpose and mission of the District and serves a public purpose, and the Board desires to award a grant for purposes of implementing the Project, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and obligations contained in this Agreement, the District and Grantee agree as follows:

1. Grant; Project.

1.1 The purpose of the grant is to implement the Project, as described in *EXHIBIT A*. Any changes to the grant’s purposes shall be authorized in advance by the District in writing. Grantee agrees to use all grant funds exclusively for implementing the Project.

1.2 Grantee’s estimate of the Project’s total cost is set forth in *EXHIBIT A*.

1.3 The grant amount awarded to Grantee by the District is \$_____.

1.4 Grant payments will be made as follows: (*check the option selected*)

_____ In one lump-sum payment upon execution of this Agreement by the parties and submission and approval of a Request for Payment in accordance with Section 2.

_____ In one lump-sum payment following completion of the Project and submission and approval of a Request for Payment in accordance with Section 2.

1.5 Grantee shall commence the Project no later than _____ and complete the Project no later than _____ (the "Grant Period"). Any request for an extension of the Grant Period must be submitted to the District on the Request for Funding Agreement Extension form attached hereto as **EXHIBIT B** and incorporated herein by this reference. Such request may be granted or denied in the District's sole discretion.

1.6 Grantee understands and agrees that (1) the grant funds have been appropriated by the Board from the District's current budget; (2) the District's budget must be approved each year; (3) if the Grantee fails to complete the Project within the Grant Period for any reason, the District cannot and does not guarantee that (a) the grant funds will be available under future budgets or (b) that a future Board will appropriate the grant funds in the future.

1.7 Grantee shall be responsible for obtaining any and all rights, permits, licenses, interests, and governmental approvals necessary to implement the Project.

2. Requests for Payment.

2.1 The Request for Payment shall be submitted on the form attached hereto as **EXHIBIT C** and incorporated herein by this reference, and shall include the following:

2.1.1. An itemized statement for expenditures on the Project and invoices for materials received and labor and services performed on the Project and paid for by Grantee with grant funds, or to be paid upon receipt of grant funds.

2.1.2. A representation and warranty by Grantee that the Project is complete and that all amounts due and payable for the Project have been paid or, alternatively, a covenant that such amounts will be paid with the grant funds advanced to Grantee by the District in response to the Request for Payment.

2.1.3. A representation and warranty by Grantee that all work done on the Project has been, or will be, completed in a good and workmanlike manner and in accordance with **EXHIBIT A**.

2.2 After review of the Request for Payment, the District may:

2.2.1. Require such additional documentation as the District deems necessary;

2.2.2. Conduct a joint inspection of the Project with Grantee to review work completed and to verify that the Project has been completed in a good and workmanlike manner and in accordance with **EXHIBIT A**; and/or

2.2.3. In the District's sole discretion, adjust the amount of grant funds paid to Grantee based on the information contained in the Request for Payment and the District's satisfaction with such information.

2.3 The District shall disburse the grant funds, or so much thereof as is approved, within thirty (30) days after approval of the Request for Payment by the District.

3. Recordkeeping. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records for at least four (4) years after the grant funds are fully expended ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the District during normal business hours as the District may request at any time during the Maintenance Period.

4. Representations. Grantee represents and warrants to the District that:

4.1 Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit described in section 170(c)(1) of the Code and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the District of any change in Grantee's tax status under the Code.

4.2 In no event will Grantee use any grant funds:

4.2.1. to carry on propaganda, or otherwise to attempt, to influence legislation;

4.2.2. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

4.2.3. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

4.3 Grantee will comply with all applicable laws and regulations.

5. Liability; Indemnity; Insurance; No Waiver of Immunity.

5.1 The District's sole involvement with the Project is the award of this grant. The District shall have no responsibility or liability for, or control over, any aspect of the Project, including without limitation its feasibility, implementation, operation, maintenance, repair, or replacement.

5.2 Grantee shall be responsible for the acts and omissions of Grantee and its employees, directors, officers, consultants, agents, and any other persons employed or retained on behalf of Grantee in connection with the Project.

5.3 Grantee shall indemnify, defend and hold harmless the District and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities arising out of or related to the Project or the acts or omissions of Grantee or its directors, officers, employees, agents or contractors in connection with this grant and any aspect of the Project.

5.4 Grantee agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the District as provided hereunder.

5.5 The District is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to the District or its officers or employees.

6. Publicity.

6.1 The Grantee shall publicly acknowledge receipt of the grant in at least one of the following ways: (*check the option(s) selected*)

- Acknowledge the District's support for the Project on Grantee's website with the District's logo;
- Acknowledge the District's support for the Project on Grantee's newsletter with the District's logo;
- Acknowledge the District's support for the Project in a letter to a local newspaper;
- Acknowledge the District's support for the Project in a social media post on a widely used platform such as Facebook or Instagram; or
- Acknowledge the District's support for the Project in the following manner:

6.2 If the grant is \$4,000.00 or more, the Grantee shall also post signage at the Project location acknowledging the District's financial support for the Project. The District will provide the signage and installation hardware, and the Grantee shall position the signage at a place readily visible to the public.

6.3 Grantee agrees that the District may publicize the Project, including without limitation sharing photographs and information regarding costs and participants, for purposes of

educating the public about the District's grant program and the ways in which it benefits the community.

7. Authorized Representatives.

7.1 The District hereby designates the District Manager as its representative who shall make, within the scope of his authority, all necessary decisions with reference to this Agreement. All communication with the District regarding this grant shall be directed to:

Derrick Nehrenberg, District Manager
710 S. 9th St.
Gunnison, CO 81230
Telephone: (970) 641-8725
derrick@gemetrec.com

7.2 Grantee hereby designates the individual identified below as its representative who shall make, within the scope of his or her authority, all necessary decisions with reference to this Agreement. All communication with the Grantee regarding this grant shall be directed to:

Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

8. Repayment. Grantee agrees to repay the District any portion of the grant funds that (a) are not used for the grant's purposes, or (b) are unexpended at the expiration of the Grant Period. In addition, the District may discontinue any further payments to Grantee and may direct Grantee to repay any unexpended grant funds to the District if Grantee fails to comply with the terms and conditions of this Agreement.

9. Miscellaneous.

9.1 Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference into this Agreement.

9.2 Assignment. The Agreement involves the grant of public money for specific public purposes. Consequently, Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the District's prior written approval, which may be granted or withheld in the District's sole discretion.

9.3 Binding Effect. This writing constitutes the entire agreement between the parties with respect to the grant and shall be binding upon the parties, their officers, employees, agents

and assigns and shall inure to the benefit of the parties' respective survivors, heirs, personal representatives, successors and permitted assigns.

9.4 No Partnership or Joint Venture. This Agreement does not create and shall not be interpreted or construed to create a partnership, joint venture, or agency relationship between the District and Grantee.

9.5 No Third-Party Beneficiaries. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement. It is the express intent of the parties to this Agreement that any person or entity receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

9.6 Notices. All notices required or appropriate pursuant to this Agreement shall be given in writing to the parties' designated representatives at the addresses stated in Section 6. Notices shall be deemed received upon hand delivery or three days after first class mailing thereof with return receipt requested or confirmed delivery of electronic mail.

9.7 Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions stated herein.

GUNNISON COUNTY METROPOLITAN
RECREATION DISTRICT

By: _____
Derrick Nehrenberg, District Manager

Date: _____

[GRANTEE'S NAME]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

PROJECT DESCRIPTION

[ATTACHED]

EXHIBIT B

REQUEST FOR FUNDING AGREEMENT EXTENSION FORM

[ATTACHED]



Gunnison County Metropolitan Recreation District

Request for Funding Agreement Extension

Overview: MetRec seeks to support its partners in the successful planning and execution of recreation programs and projects. It is understood that unforeseen circumstances can interfere with planned timelines. For that reason, MetRec will consider requests for extensions to the Grant Period set forth in the Funding Agreement between Grantee and MetRec. Requests will be considered for approval by MetRec's Board of Directors. If approved, a signed copy of this document will serve as an addendum to the original Funding Agreement and be shared with the grantee.

Instructions: If you wish to request an extension for your Funding Agreement, please complete this form and provide material for question 3 (if applicable) as a separate document. Once complete, submit via e-mail to admin@gcmetrec.com

Organization Name (Grantee):

Project Title:

Grant Amount:

Name and Title:

Mailing Address:

Phone:

E-mail:

Grant Period Start Date (as stated in the Funding Agreement):

Grant Period End Date (as stated in the Funding Agreement):

New Grant Period End Date (requested):

- 1. Provide a brief overview explaining why the original program/project timeline has changed and an overview of the new program/project timeline (3-5 sentences).**

- 2. If you have requested a Funding Agreement extension for this program/project already, please describe when and how long of an extension you were granted (2-3 sentences).**

3. If the program/project budget has changed, provide a brief overview of how (3-5 sentences) and include an updated budget that reflects any changes to original expenditures.

Submitted by:

[GRANTEE'S NAME]

By: _____
Name: _____
Title: _____
Date: _____

Approved by:

MetRec Board Chair

Date

EXHIBIT C
REQUEST FOR PAYMENT FORM
[ATTACHED]



Gunnison County Metropolitan Recreation District

Request for Payment

Instructions: Please complete this form and provide material for questions 6 (photos) and 7 (expenditures and receipts) as separate documents. Once complete, submit via e-mail to admin@gcmetrec.com. All undefined, capitalized terms used in this Request for Payment shall have the meanings ascribed to them in the Funding Agreement between the District and Grantee.

Organization Name (Grantee):

Project Title:

Grant Amount:

Name and title:

Mailing Address:

Phone:

E-mail:

Grant Period Start Date:

Grant Period End Date:

Who to make check out to:

1. Which grant program were you awarded funds from?

- Capital
- Nonprofit Operations Support
- Community Collaboration
- Multi-year Nonprofit Operations Support
- Multi-year Community Collaboration

2. Project Description (3-5 sentences):

3. Briefly describe the community impact of your project and program (3-5 sentences):

4. How did you choose to acknowledge MetRec grant funding (as required by the Funding Agreement)?

5. When was the funding acknowledgment given?

6. Please provide 3-5 photos of the project or program as separate documents.

7. Expenditures and Invoices:

Please provide the following information as a separate attachment:

- An itemized statement for expenditures on the Project.
- A budget report showing how MetRec expenses were received as income and spent as expenses. If funds were expended on payroll, please do not include employees' names.
- A single document containing copies of all invoices for materials received and labor and services performed on the Project and paid for by Grantee with grant funds, or to be paid upon receipt of grant funds (if applicable).

8. Representations:

By submitting this Request for Payment, Grantee represents and warrants as follows:

- The Project is complete, and all amounts due and payable for the Project have been paid or, alternatively, such amounts will be paid with the grant funds advanced to Grantee by the District in response to this Request for Payment.
- All work done on the Project has been or will be, completed in a good and workmanlike manner and in accordance with the Funding Agreement.

[GRANTEE'S NAME]

By: _____
Name: _____
Title: _____
Date: _____