

**Parks, Recreation & Cultural Services**  
**MEMORANDUM #26 - 2010**

**DATE:** July 22, 2010  
**TO:** Honorable Mayor Joyce Downing and City Council Members  
**FROM:** William A. Simmons, City Manager *WAS*  
Amanda Peterson, Director of Parks, Recreation and Cultural Services *app*  
**SUBJECT:** CR-112 Great Outdoors Colorado Grant Acceptance for Skatepark Lighting

**RECOMMENDATION**

Staff recommends approval of the attached resolution and grant agreement, accepting funds in the amount of \$95,000 from Great Outdoors Colorado (GOCO). These funds were awarded by GOCO to the City of Northglenn for the Skatepark lighting through the competitive grant process.

**BACKGROUND**

A grant application was submitted to GOCO for consideration during the spring 2010 grant cycle. This application requested \$95,000 in funds for lighting at the skate park at E.B. Rains Jr. Memorial Park. The application was approved for funding in the amount of \$95,000. These funds will be utilized to add lighting and all of the associated elements to the skate park project. These improvements will provide for safety, as well as allow for visibility to discourage vandalism. The lighting will be on a user-activated timer for a pre-set time interval, which will only operate during appropriate park hours. These directional lights will be focused on the park, with very little light spillage beyond the perimeter of the skate park. Very low-level lights will be on throughout the night to allow for visibility and to discourage vandalism.

These additional funds will be included in the 2011 budget recommendations, and will not be spent until 2011.

**TIME/BUDGET IMPLICATIONS**

Matching funds in the amount of \$700,000.00 are already allocated through the CIP budget for this project. An additional \$5,000 is held by the Northglenn Community Foundation for this project. The grant agreement, along with a Resolution, must be signed and submitted to GOCO within 45 days, or by August 27, 2010.

**STAFF REFERENCE**

If any Council Members are in need of additional information, please contact Amanda Peterson, Director of Parks, Recreation, & Cultural Services at [apeterson@northglenn.org](mailto:apeterson@northglenn.org), or (303) 450-8950.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-112  
Series of 2010

\_\_\_\_\_  
Series of 2010

A RESOLUTION ACCEPTING A GREAT OUTDOORS COLORADO GRANT AND APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND

WHEREAS, the City of Northglenn has submitted a grant application to the Great Outdoors Colorado Trust Fund ("GOCO") to obtain funding for the Skate Park Project; and

WHEREAS, GOCO has approved a grant application and has prepared a Grant Agreement, which provides \$95,000.00 for the Skate Park Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Great Outdoors Colorado Grant in the amount of \$95,000.00 is hereby accepted and the Grant Agreement, attached hereto as **Exhibit 1**, between the City of Northglenn and the State Board of the Great Outdoors Colorado Trust Fund is hereby approved and the Mayor is authorized to execute same on behalf of the City.

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

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

\_\_\_\_\_  
JOYCE DOWNING  
Mayor

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**GRANT AGREEMENT****DATE:** \_\_\_\_\_**PROJECT:****Project Title:** Northglenn Skate Park

a. Contract Number: 10395

b. Project Location:

**Completion Date:** June 17, 2012**PARTIES TO AGREEMENT:****Board:** The State Board of the Great Outdoors Colorado Trust Fund**Address:** 1600 Broadway, Suite 1650

Denver, CO 80202

**Telephone:** (303) 226-4500**Facsimile:** (303) 863-7517**Grantee:** City of Northglenn**Address:** 11701 Community Center Drive

Northglenn, CO 80233

**Contact Name:** Ms. Amanda Peterson**Contact Title:** Director of Parks and Recreation**Telephone:** (303) 451-8350**Facsimile:** (303) 450-8723**E-mail :** apeterson@northglenn.org**RECITALS**

A. The State Board of the Great Outdoors Colorado Trust Fund (referred to herein as "GOCO" or 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, which article 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 local government parks and outdoor recreation 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"). The parties acknowledge that they have on file a complete copy of the Project Application.

D. The Board approved Grantee's Project Application on June 17, 2010, subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. The parties intend this agreement to be the detailed final grant agreement required by the Board (the "Agreement").

## **AGREEMENT**

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into the terms of this Agreement.
2. **Representations and Warranties of Grantee.**
  - a. Grantee is a Municipality, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
  - b. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached hereto as Appendix A.
  - c. Grantee warrants that it has good and sufficient title to the property or properties on which the Project is to be located (the "Property"). GOCO may require Grantee to provide evidence of its ownership of the Property and encumbrances against the Property satisfactory to GOCO in GOCO's discretion prior to funding.

- OR -

c. Grantee does not own the property or properties on which the Project is to be located (the "Property"). Therefore, the agreement attached hereto as Appendix D between Grantee and the Property's owner continues in effect and unmodified throughout the term of this Agreement.

3. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed \$95,000.00 (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the final plans, specifications, designs and uses approved by the Board.

4. **Project Scope.** Grantee shall not materially modify the Project or the Project budget (attached hereto as Appendix B, the "Budget") without the prior written approval of the Executive Director of GOCO ("Executive Director") or the Executive Director's designee, such approval to be in GOCO's sole discretion. Any material modification to the Project undertaken without GOCO's prior written consent may be deemed a breach of this Agreement by GOCO, entitling GOCO to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Project

Application, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.

5. **Grantee Efforts.** Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and GOCO's approvals related to the Project.

6. **Completion Date.** Grantee shall complete the Project and submit its Final Report no later than June 17, 2012 (the "Completion Date") which is two calendar years after the Board's approval of the Project. Grantee may request an extension of the Completion Date in compliance with GOCO's Overdue Grants Policy, a summary of which is attached as Appendix C ("Overdue Grants Policy"). If Grantee determines with reasonable probability that the Project will not or cannot be completed by the Completion Date or any extended completion date, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.

7. **Matching Funds.** Grantee shall obtain the matching cash and in-kind contributions for the Project as reflected in the Budget and as required by GOCO policy, and shall provide such evidence of the same as GOCO may require in its discretion from time-to-time.

8. **Disbursement of Funds.**

a. **Advance Payment:** If Grantee opts to receive a portion of the Grant funds prior to beginning work on the Project (an "Advance Payment"), Grantee shall provide GOCO with a copy of the fully-executed contract or contracts under which a substantial portion of the Project will be completed. Such contract or contracts shall show the work and the cost of the work to be completed. GOCO may, in its discretion, request additional documentation to support making an Advance Payment. An Advance Payment for Local Park and Outdoor Recreation Grants shall not exceed 70% of the funds contracted for the Project or 50% of the Grant, whichever is less. An Advance Payment for Mini Grants shall not exceed 75% of the funds contracted for the Project or 50% of the Grant, whichever is less. An Advance Payment shall be considered a loan until the Project is complete and Final Payment (as defined below) has been made. If Grantee opts to receive an Advance Payment, it may not receive a Progress Payment (as defined below).

b. **Progress Payment:** If Grantee has opted to forego an Advance Payment and has opted to receive a portion of the Grant funds after starting but prior to completing work on the Project (a "Progress Payment"), Grantee shall provide GOCO with a progress report detailing expenditures and progress made to date ("Progress Report"). The Progress Report must be submitted using GOCO's Progress Report form (available at [www.goco.org](http://www.goco.org) or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. A Progress Payment for Local Park and Outdoor Recreation Grants shall not exceed 70% of the funds expended to date for the Project or 50% of the Grant, whichever is less. A Progress Payment for Mini Grants shall not exceed 75% of the funds expended to date for the Project or 50% of the Grant, whichever is less. A Progress Payment shall be considered a loan until the Project is complete and Final Payment (as defined below) has been made. If Grantee received an Advance Payment, it may not receive a Progress Payment.

c. **Final Payment:** Once the Project is complete, Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project (the “Final Report”). The Project is “complete” when all facilities, trails or other improvements included in the Project have been built and are ready for their intended use. The Final Report must be submitted using GOCO’s Final Report form (available at [www.goco.org](http://www.goco.org) or by contacting GOCO). GOCO may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon GOCO’s review and approval of the Final Report, GOCO shall pay the outstanding balance on the Grant (the “Final Payment”), subject to any reductions contemplated by any provision of this Agreement.

9. **Conditions for Disbursement of Funds.** Except as provided in Paragraph 10 below, the Grant is subject to the following requirements and conditions.

a. The Grant and all matching funds shall be used only for the cost of fixed assets, including construction of new facilities, and enlargement or renovation of existing facilities. The Grant and all matching funds may not be used to pay for maintenance costs, administrative costs (such as salaries associated with administering the Grant, office supplies, telephone, or travel expenses), non-fixed assets (such as athletic or maintenance equipment), or any other costs deemed to be ineligible by the Board, at the Board’s sole discretion. Notwithstanding the foregoing, matching funds may include up to 50% of the total design, engineering and/or architectural costs.

b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

c. Except as otherwise agreed to in advance by GOCO in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which GOCO has not agreed may result in a reduction in the Grant. “Material modifications” may include, but are not necessarily limited to, a reduction in the total cost of the Project, a reduction in the size or number of recreational development components to be constructed, changes to the nature of the recreational development components to be constructed, or any other variance from the Project as presented in the Project Application. It is the sole responsibility of Grantee to inform GOCO of any such modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

10. **Waiver.** The Executive Director or the Executive Director’s designee may in such person’s discretion, waive or agree to modify one or more of the obligations in sections 8, 9, and 16 of the Agreement, or may permit performance of one or more of such obligations subsequent to disbursement.

11. **Payment of Grant Subject to Sufficient Net Lottery Proceeds.** Payment of the Grant is subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable in its discretion, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future GOCO operating expenses and budgetary needs.

12. **Project Operation and Maintenance.**

a. Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified in the Project Application for a period of 25 years from the date of completion of the Project or the useful life of the Project, in accordance with product warranties and/or the generally accepted standards in the parks/recreation community, and provide and maintain access to the Project and to the Property, regardless of the Property's ownership.

b. Failure to comply with the provisions of Paragraph 12.a. may be deemed a breach by Grantee under Paragraph 21, below.

c. GOCO shall not be liable for any cost of maintenance, management or operation of the Project.

d. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

13. **Public Access.** Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project for the term specified in Section 12. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

14. **Compliance with Regulatory Requirements and Federal and State Mandates.** 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, permits, approvals, and other similar requirements. To the extent permitted by law, Grantee will indemnify and hold the Board harmless from any liability for any failure to comply with any such applicable requirements.

15. **Nondiscrimination.** During the performance of this Agreement, Grantee and its contractors, subcontractors and agents 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, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, during

the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

16. **Publicity and Project Information.**

a. Grantee shall erect and maintain a sign at a prominent location on the Project site acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs.

i. GOCO shall approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards shall be submitted to the Board for review and approval prior to completion of the Project.

ii. The Board may withhold Final Payment pending evidence of placement of permanent signage.

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

c. Grantee shall cooperate with the Board or the Board's designee in advance in preparing public information pieces related to the Project.

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

e. Grantee shall give the Board a minimum 30 days' notice of Project grand openings, dedications, or other events.

f. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials.

g. Grantee shall provide quality digital photographs (or printed photographs, if unable to provide digital photographs) of the completed Project with the Final Report.

h. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

17. **Liability.**

a. Grantee shall be responsible for, and to the extent permitted by law (including any constitutional or statutory limitations on the ability of a governmental entity to provide indemnification), indemnify, defend and hold harmless the Board, its officers, agents and



employees from any and all liabilities, claims, demands, damages or costs (including reasonable legal fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. 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 members, officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement. Grantee acknowledges that Grantee is the owner of the Project and the Property upon which it is located, or has control of the Project and the Property, and that GOCO neither possesses nor controls the Project, the Property, nor the operations of the Project.

b. Anything else in this Agreement to the contrary notwithstanding, no term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act ("CGIA") as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.* The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. 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 the Board, its members, officers, agents and employees.

18. **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 Grantee for not less than 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 Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

19. **Inspection.** Throughout the term of this Agreement, GOCO shall have the right to inspect the Project to ascertain compliance with this Agreement.

20. **Withdrawal of Board Funding; Termination of Agreement.** Anything else in this Agreement or otherwise to the contrary notwithstanding, the Board may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if the Board determines in its discretion that:

a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;

- b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Project Application and such material modifications have not received the prior written approval of GOCO;
- c. any statement or representation made by Grantee in the Project Application, this Agreement, the Advance Payment documentation, the Progress Report, the Final Report, or otherwise is untrue, inaccurate or incomplete in any material respect;
- d. the results of GOCO's review of the Advance Payment documentation, the Progress Report, or the Final Report are not acceptable to GOCO;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in the Board's judgment, make the Project impracticable;
- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;
- g. title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use;
- h. sufficient net lottery proceeds are not available to fund the Grant.

21. **Breach.**

- a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, the Board may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:
  - i. Prior to payment of Grant:
    - A. Withdraw the Grant and terminate this Agreement; and,
    - B. Deny Grantee eligibility for participation in future Board grants, loans or projects.
  - ii. After payment (partial or full) of Grant:
    - A. Deny Grantee eligibility for participation in future Board grants, loans or projects;
    - B. Seek specific performance of Grantee's obligations under this Agreement;
    - C. Receive reimbursement in full of disbursement made under the Grant.

b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event GOCO must pursue any remedy hereunder and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

22. **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 material to the other party.

23. **Assignment.** Grantee may not assign its rights under this Agreement without the consent of the Board, which consent shall be in the discretion of the Board. Any assignment shall require, at a minimum that the assignee is eligible to receive grants from the Board and assumes Grantee's ongoing obligations under this Agreement.

24. **Applicable Law.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the State Courts of the City and County of Denver.

25. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.

26. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this 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.

27. **Time is of the Essence.** Time is of the essence in this Agreement.

28. **Survival.** The terms and provisions of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the completion of the Project.

29. **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 signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.

30. **Third Party Beneficiary.** The Board and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended.

31. **Construction.** Each party hereto has reviewed and revised (or requested revisions of) this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be

resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.

32. **Waiver**. The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

33. **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 to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the \_\_ day of \_\_\_\_\_ 2010.

STATE BOARD OF THE GREAT  
OUTDOORS COLORADO TRUST FUND

GRANTEE:  
City of Northglenn

By: \_\_\_\_\_  
Lise Aangeenbrug  
Executive Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPENDIX A  
RESOLUTION**

**APPENDIX B**  
**PROJECT BUDGET**

(Submit a new budget if the project numbers have changed.)

**APPENDIX C**  
**SUMMARY OF**  
**OVERDUE GRANTS POLICY**  
(For information only -  
GOCO's full Overdue Grants Policy  
can be found at [www.goco.org](http://www.goco.org))



## Summary of Great Outdoors Colorado Overdue Grants Policy

See [www.goco.org](http://www.goco.org) or call 303-226-4500

for a complete copy of the Overdue Grants Policy

### **Grant is current and the original due date is applicable.**

GOCO Staff (“Staff”) will send a letter to the Grantee within 60 days of the project’s anticipated due date to remind Grantee that the final report will soon be due. This letter will also remind the Grantee of GOCO’s policy for project modifications and project extensions.

Failure to complete the project by the original due date, or by any extended due dates authorized by GOCO as discussed below, may result in the de-authorization of the grant by the GOCO Board (“Board”). Also, failure to complete the project by the applicable due date may result in the applicant being suspended from applying in pending or future grant cycles.

### **Grant is current and the original due date is applicable, but the grantee needs to request an extension.**

If the Grantee needs to extend the original due date of the current project, the Grantee must notify GOCO immediately by submitting a written request to the Executive Director of GOCO (“Executive Director”) that outlines the specific need for the extension, known as a *Request for a Staff Extension*. Staff extensions do not exceed 90 days. GOCO Staff have the discretion to grant one 90-day extension if the request is deemed reasonable and warranted. Staff will notify the Grantee in writing of the decision to grant or deny the request for a staff extension.

Failure to submit the *Request for a Staff Extension* to the Executive Director 30 days prior to the original due date may result in the de-authorization of the grant by the Board.

If the Grantee needs an extension of more than 90 days, the Grantee shall forgo the staff extension and apply for a Board extension as discussed below.

### **Grant is current and the Grantee has already received a staff extension and desires further extension by the Board, OR the Grantee elects to forgo the staff extension in favor of seeking a Board extension.**

If the Grantee needs an extension in addition to the staff extension, or has elected to forgo the staff extension, the Grantee must notify GOCO immediately by submitting a written request to the Executive Director that outlines the specific need for the extension, known as a *Request for a Board Extension*. The Grantee’s *Request for a Board Extension* will be considered by the Board at its next scheduled meeting. The Board has the sole discretion to grant or deny the requested extension. The grant will not be considered overdue while the request for extension is pending.



Failure to submit the *Request for a Board Extension* to the Executive Director 30 days prior to the original due date or staff extended due date may result in the de-authorization of the grant by the Board.

**Grant is overdue; the original due date or extended due date has passed.**

If the Grantee has not fulfilled the requirements of the GOCO grant award, and has not completed the project by the original due date set forth in the Grant Agreement or by any extended date(s) as approved by GOCO, staff will send a *De-authorization Warning* letter to the Grantee no later than 60 days after the applicable due date has passed.

The *De-authorization Warning* letter will state that the grant shall be presented to the Board for de-authorization or other appropriate action at the next scheduled Board meeting. The Grantee must respond to the *De-authorization Warning* letter at least 14 days prior to that Board meeting. The Board has the sole discretion to de-authorize the grant, extend the due date or take any other action it deems appropriate, including but not limited to modifying the terms and conditions of the grant award. Staff will notify the Grantee in writing of the Board's decision. If an extension is not granted, a written *Notice of De-authorization* will be sent to the Grantee.

Failure to respond to the *De-authorization Warning* letter will result in an automatic de-authorization of the grant and will result in the applicant being suspended from applying in pending or future grant cycles.

Please contact Jackie Lecce at 303.226.4524 with any questions regarding GOCO's overdue grants policy.

**APPENDIX D**  
**INTERGOVERNMENTAL (or other) AGREEMENT**  
(If applicable.)