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GRANT AGREEMENT

Project Name: High Line Canal Community-Centered Improvements
Project Completion Date: September 30, 2027
Contract Number: 24837

PARTIES TO AGREEMENT

Board/GOCO: The State Board of the Great Outdoors Colorado Trust Fund
Address: 1900 Grant Street, Suite 725, Denver, CO 80203
E-mail Address: lkahler@goco.org
Contact Name: Leah Kahler
Telephone: 303.226.4533

Grantee: High Line Canal Conservancy
Address: 4010 E Orchard Rd, Centennial, CO 80121
E-mail Address: harriet@highlinecanal.org
Contact Name: Harriet LaMair
Contact's Phone: 720.217.2056

Local Government Partner: Board of County Commissioners of the County of Arapahoe
Address: Open Spaces Department
6934 S. Lima St., Suite A
Centennial, CO 80112
E-mail Address: gpingenot@arapahoegov.com
Contact Name: Margina Pingnot

Date: August 29, 2024

EXHIBITS

Exhibit A Project Summary
Exhibit B Resolution
Exhibit C Approved Budget
Exhibit D Due Diligence Checklist (if applicable) OR Intergovernmental (or other) Agreement (if applicable)
Exhibit E Special Terms (if applicable)

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RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund (“GOCO” or “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 GOCO and directs GOCO to invest those proceeds in the state’s parks, wildlife, open space, and recreational resources.

B. GOCO created grant programs pursuant to which eligible entities can apply for grants for a variety of outdoor projects. Grantee or Grantees listed above ('Grantee') submitted a detailed project application ('Project Application') that contemplates the execution of the project (the 'Project') entitled above and described in GOCO’s project summary ('Project Summary'), attached and incorporated as Exhibit A.

C. GOCO approved Grantee’s Project Application, which is incorporated into this Agreement by reference, on March 15, 2024, subject to the execution of a detailed grant agreement. GOCO and Grantee each have on file a copy of the Project Application.

D. The parties intend this Grant Agreement (this “Agreement”) to be the detailed grant agreement required by GOCO.

AGREEMENT

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

SECTION 1 – PROJECT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.

2. Representations and Warranties of Grantee. Grantee is a 501 (c) (3) not-for-profit organization, 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. Grantee’s governing body has authorized entering into this Agreement as evidenced by the resolution attached and incorporated as Exhibit B.

3. Local Government Partner. As a local government partner of Grantee, the Board of County Commissioners of the County of Arapahoe (“Arapahoe County”) has agreed to co-sign this Agreement due to GOCO funding eligibility requirements. However, Arapahoe County shall not assume or in any way be subject to the terms, conditions, requirements, or obligations of this Agreement. Specifically, GOCO and Grantee agree that Arapahoe County:

- Has not approved any of the projects listed in Exhibit A and the Project Application, as of the effective date of this Agreement;

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- Has not committed any funding to any of the projects listed in Exhibit A and the Project Application, as of the effective date of this Agreement;
- Has no responsibility for management, construction, or maintenance of any of the projects listed in Exhibit A and the Project Application;
- Has no responsibility for any activities of Grantee or any individuals or entities involved in any of the projects listed in Exhibit A and the Project Application; and
- Has no responsibility to receive, disburse, or reimburse any GOCO funds.

4. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed \$7,000,000.00 (“Grant”), subject to the terms and conditions set forth in this Agreement. The Grant shall be used by Grantee solely to complete the Project as approved by GOCO and as described in the Project Application and the Project Summary. In the event of a conflict between the Project Application and the Project Summary, GOCO and Grantee shall resolve the conflict by mutual agreement.

5. Project Scope. Grantee shall not materially modify the Project without the prior written consent 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 shall be deemed a breach of this Agreement, entitling GOCO to all remedies available under this Agreement. As provided in Paragraph 16 of this Agreement, if Grantee determines with reasonable probability that the Project will not or cannot be completed as described in the Project Application and the Project Summary, Grantee shall promptly notify GOCO and shall cooperate with GOCO in good faith to seek a resolution before any further funds are disbursed.

6. Grantee Efforts. Grantee agrees to use its best efforts to complete the Project in a timely fashion and consistent with this Agreement described in the Project Application and the Project Summary.

7. Approved Budget. Grantee has completed a detailed budget that reflects anticipated sources and uses of funds for the Project, including an accounting of Grantee’s anticipated costs associated with elements of the Project, a copy of which is attached and incorporated as Exhibit C (“Budget”). Eligible costs are described in Paragraph 10 of this Agreement. The Project Application contains a budget that may not match the Budget attached as Exhibit C and which, therefore, the parties shall not rely upon. Where discrepancies exist, the Budget in Exhibit C shall control unless the Executive Director or the Executive Director’s designee approves an updated version of the Budget in writing. Any such updated version of the Budget shall replace the version of the Budget in Exhibit C.

8. Waiver. Prior to the disbursement of funds, the Executive Director in their discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by GOCO staff (“Staff”), the Executive Director, or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions, or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director, or GOCO shall be effective unless in

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writing executed by them. Additionally, any failure by the Staff, the Executive Director, or GOCO to take any actions as set forth in this Agreement shall have no legal effect on the contractual duties of Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

9. Future Funding. This Agreement and the Grant only apply to the Project specifically described in this Agreement. GOCO makes no representations regarding future funding for future phases of the Project, whether or not described in the Project Application, Project Summary, or otherwise.

SECTION 2 – GRANT PAYMENT

10. Eligible Costs. The Grant and all matching funds, whether cash or in-kind, shall be used only for eligible expenses approved by GOCO in the Budget; these costs are eligible for reimbursement on the basis of costs actually incurred by Grantee. If the Project includes a property acquisition, which may include acquisition of a fee simple interest or any type of easement, the purchase price of the property may not exceed the fair market value of the property as established by an appraisal.

11. Payment of Grant.

A. *General Terms*. Payment of the Grant is subject to the Project being completed with no material modifications made, except as otherwise consented to in advance by GOCO in accordance with this Agreement. The Grant will not be increased, but GOCO may reduce the Grant if the Project changes in any way that GOCO deems material. It is the sole responsibility of Grantee to inform GOCO of, and receive GOCO's written consent to, any material modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any modifications, however seemingly minor, to the Project.

B. *Specific Terms*. GOCO strongly encourages Grantee to communicate with GOCO Staff at project commencement to determine a payment schedule, especially if Grantee requires an advance payment (as defined below). For capital construction, planning, stewardship, and capacity projects GOCO will issue payment as follows:

i. *Advanced Payment*. Grantee may opt to receive a portion of the Grant prior to starting and completing work on the project ('Advanced Payment'). Grantee may request an Advanced Payment amount not to exceed \$1,400,000 each fiscal year (July 1 – June 30), upon execution of this Agreement and after providing to GOCO an advanced payment request detailing secured contracts and quotes included in the GOCO-approved Project scope. The Advanced Payment must be submitted using GOCO's Advanced Payment Request form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making an Advanced Payment.

Annually, at the end of GOCO's fiscal year which concludes on June 30, GOCO will conduct an audit of all expenditures made by the Grantee using GOCO advanced payment

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funds during the year (July 1 – June 30). This may include requests for any invoices, receipts, billing statements evidence of payment, or other supporting materials relating to the receipt and use of GOCO funds by Grantee or third-party beneficiaries. The Grantee agrees to provide GOCO materials requested as part of any such review by July 15. GOCO shall provide Grantee and Arapahoe County written notification if such review indicates deficiencies, errors, or other issues with money previously advanced. GOCO and Grantee agree to confer in good faith within 30 days of receipt of any notifications to achieve a resolution, as appropriate.

ii. *Progress Payment.* Grantee may opt to receive a portion of the Grant after starting but prior to completing work on the Project ('Progress Payment'). GOCO will issue a maximum of one (1) Advanced Payment and one (1) Progress Payment per fiscal year (unless an alternative payment schedule is agreed to in writing by GOCO staff). Total interim payment(s) shall not exceed 75% of the Grant. 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 or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment.

iii. *Final Payment.* Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project and its completion ('Final Report'). The Project is 'complete' when all improvements or activities included in the GOCO-approved Project scope 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 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 ('Final Payment'), subject to any reductions contemplated by any provision of this Agreement.

iv. *Waivers of Liens and Claims.* 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.

12. 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 and that Grantee has complied with this Agreement, including Grantee's fulfillment of all conditions precedent to funding. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable, 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.

13. GOCO Review. GOCO shall have 30 days to review any progress or final report or other request and respond to Grantee, unless the Grant or portion thereof is for a property acquisition where grant reports are deemed inapplicable.

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14. Withdrawal of GOCO Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of the Grant, to require a full or partial refund of the Grant, and/or to terminate this Agreement if GOCO determines in its sole discretion that:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant presented in the Project Application and described in the Project Summary infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from that which was presented in the Project Application, and reflected in the Project Summary, without prior written approval of the Executive Director or the Executive Director's designee;

C. *Inaccuracies.* Any statement or representation made or information provided by Grantee in the Project Application, this Agreement, grant report documents, due diligence materials, or otherwise is untrue, inaccurate, or incomplete in any material respect;

D. *Reporting.* Grant reports (if applicable) or due diligence materials (if applicable) are not acceptable to GOCO;

E. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding listed in Section 3 below is not fulfilled by Grantee or is unsatisfactory to GOCO, in its sole discretion;

F. *Delays.* The Project will not or cannot be completed by the Completion Date, as defined below, or any extensions granted, or delays in the implementation of the Project have occurred that make the Project impracticable in the Board's judgment; or

G. *Costs.* The Project will not or cannot be completed within the Budget including such modifications to the Budget as have been approved in writing by GOCO.

SECTION 3 – CONDITIONS PRECEDENT

15. Completion Date. Grantee shall complete the Project no later than September 30, 2027 ("Completion Date"). Grantee may request an extension of the Completion Date in compliance with GOCO's policies and procedures, as such policies and procedures may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event the Completion Date is not met and/or Grantee fails to comply with GOCO's extension procedures.

16. Grantee's Inability to Complete Project. If Grantee determines with reasonable probability that the Project will not or cannot be completed as approved by GOCO, Grantee will promptly advise GOCO and Arapahoe County in writing. Upon written request by Grantee, as a possible alternative to termination of the Grant, GOCO may consider funding an alternative

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project scope. Any alternative scope must meet GOCO eligibility requirements and applicable policies and procedures must be approved by GOCO in writing, and shall be subject to this Agreement and incorporated herein.

17. Conditions Precedent to Funding. Anything else in this Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Agreement to GOCO's satisfaction in its sole discretion, including but not limited to the following:

A. *Matching Funds*. Matching funds in the minimum amount required by GOCO policy or procedure, or as modified and approved in compliance with GOCO procedures, must have been received by Grantee, or Grantee must have disclosed the status of Grantee's efforts to secure matching funding to the Staff and such efforts must have been deemed satisfactory by Staff. Grantee shall provide evidence of matching funds as GOCO may require in its reasonable discretion.

B. *GOCO Policies and Procedures*. The Project must comply with all of GOCO's policies and procedures, which may be amended from time to time by GOCO in its sole discretion, and must meet any special Board conditions as listed in the attached Project Summary (Exhibit A).

SECTION 4 – OTHER PROVISIONS

18. Additional Terms for Certain Grants. If the Grant is a stewardship grant, a capital construction grant, and/or a grant that is made to acquire an interest in real property the special terms attached and incorporated as Exhibit E shall apply to the Grant.

19. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO and Arapahoe County shall be notified of any such events 30 days in advance. Grantee shall cooperate with GOCO and Arapahoe County in preparing public information pieces, providing access to the property for publicity purposes (to the extent allowed by Arapahoe County), and providing photos or other imagery of the Project from time to time (to the extent allowed by Arapahoe County), which GOCO and Arapahoe County reserve the right to use and duplicate in any print or electronic publication or platform for publicity, illustration, advertising, web content, and other purposes at any time without the need to seek pre-approval from Grantee. To the extent practicable, Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly and 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. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or Arapahoe County or acting on behalf of GOCO or Arapahoe County.

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20. Signage. Grantee shall erect one or more permanent signs at a prominent and visible location approved by GOCO and Arapahoe County on the Project site identifying the Project to the public and acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. The signage shall be erected *unless* GOCO approves a waiver requested by the Grantee. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs. GOCO must 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 prior to their placement.

21. Liability.

A. *Indemnity*. To the extent allowed by law, Grantee shall be responsible for and shall indemnify, defend, and hold harmless GOCO and Arapahoe County, their officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, GOCO, Arapahoe County, their members, officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

B. *No CGIA Waiver*. 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 protections provided to GOCO and Arapahoe County under the Colorado Governmental Immunity Act as amended or as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted) ("CGIA"). 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 parties understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO or Arapahoe County, their 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 GOCO, Arapahoe County, their members, officers, agents, and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates*. Grantee 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; local, state, and federal regulations and environmental laws; and other similar requirements. To the maximum extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless GOCO, Executive Director, Staff, and Arapahoe County from any cost, expense, or liability for any failure to comply with any such applicable requirements.

D. *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 disability, race, creed, color, sex, sexual orientation, gender

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identity, gender expression, marital status, religion, age, national origin, ancestry, physical handicap, medical condition, , 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, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access to and use of the Project.

22. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to any expenses incurred for the Project. Grantee shall retain the accounts, documents, and records related to the Project for five years following the date of Project completion (“Record Retention Period”). If there is any pending litigation, claim, or ongoing audit related to the Project that commences before but exceeds the five-year Record Retention Period and GOCO provides notice to Grantee, Grantee shall retain the accounts, documents, and records related to the Project until the litigation, claim, or ongoing audit concludes. The accounts, documents, and records related to the Project shall be subject to examination and audit by GOCO or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

23. Breach. In addition to other remedies that may be provided in this Agreement or that may be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant.* GOCO reserves the right to withdraw funding, terminate this Agreement, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

B. *After Any Payment of Grant.* GOCO reserves the right to seek specific performance of Grantee’s obligations under this Agreement; receive reimbursement in full of any disbursements made under the Grant, including if Grantee does not fulfill its obligations to operate, manage, and/or maintain a capital improvement due to lack of annual appropriations (if applicable); and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects. GOCO has the right to disallow costs and recover funds based on audits, litigation, claims or other review made within the Record Retention Period.

In the event GOCO must pursue any remedy under this Agreement and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

24. GOCO Policies and Procedures. Grantee acknowledges it has received a copy of the GOCO policies and procedures or otherwise has access to applicable policies and procedures of GOCO in connection with this Agreement and is familiar with their requirements.

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25. Miscellaneous Provisions.

A. *Good Faith.* GOCO and Grantee have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to each other.

B. *Assignment.* Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Executive Director or the Executive Director's designee, who has the sole discretion to withhold consent to assign. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board, or otherwise receives express permission from the Board to act as assignee, and assumes Grantee's ongoing obligations under this Agreement.

C. *Applicable Law.* Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute under this Agreement shall lie exclusively in the state courts of the City and County of Denver.

D. *No Joint Venture.* Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee, or other relationship between the parties other than independent contracting parties. Except as permitted under the remedies provisions of this Agreement, no party shall have the express or implied right to act for, on behalf of, or in the name of any other party.

E. *Status of Grantee.* The parties acknowledge that GOCO and Arapahoe County lack the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee, or agent of GOCO or Arapahoe County.

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

G. *Survival.* The terms and conditions of this Agreement, including but not limited to Grantee's obligations, shall survive the funding of the Grant and the completion of the Project.

H. *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 to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.

I. *Third-Party Beneficiary.* GOCO and Grantee acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between GOCO and Grantee and that no third-party beneficiaries are intended. Notwithstanding the preceding statement, GOCO and Grantee acknowledge that: (1) GOCO is intended to be and is a third-party beneficiary of any real property covenants and terms of any use restriction and real property interest in any use restriction that GOCO funds and (2) in some circumstances a third party may benefit from this Agreement if the Grantee assigns the Project or if a third party will hold a use restriction.

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J. *Notice.* Any notice, demand, request, consent, approval, or communication that any party desires or is required to give shall be in writing and shall be deemed to have been given to the other party when (a) hand-delivered; (b) sent by e-mail to the e-mail address listed on Page 1 of this Agreement (with a copy of such notice delivered by hand or deposited in the United States mail (registered or certified mail, postage prepaid, return receipt requested) or by reputable delivery service (return receipt or delivery tracking requested)); or (c) sent by a nationally-recognized overnight courier service to the street address listed on Page 1 of this Agreement.

K. *Construction; Severability.* The parties have reviewed this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

L. *Entire Agreement.* Except as expressly provided, 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 in writing and signed by the parties to this Agreement.

M. *Termination of the Board.* If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but, in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

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IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of _____.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND
By:

HIGH LINE CANAL
CONSERVANCY:
By:

Jackie Miller
Title: Executive Director

Name:
Title:

GOCO Program Staff:
Route Grant Agreement to
Executive Director for signature:

Name: Leah Kahler

Title: Grants Officer

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE:
By:

Name: Margina Pingnot
Title: Open Spaces Director
on behalf of the Board of County
Commissioners pursuant to Resolution No.
24-077

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EXHIBIT A Project Summary

In response to input from local community members, leaders, and partners, a series of projects are proposed for implementation to improve access, activation, and ecological health. These projects will create "parklets" (small parks) along the northeast corridor, providing close-to-home opportunities for recreation and relaxation, and expanded connection to schools and other community spaces. Example improvements include the installation of pedestrian bridges and trail resurfacing, wayfinding, tree and other xeric plantings, shade structures and seating along the trail, fitness and nature play stations, and expanded trailheads. These amenities directly respond to requests generated through extensive engagement with residents. Resident leaders actively engaged in the visioning process, conducting intercept surveys along the trails, hosting pop-up events at adjacent schools, and leading walking groups to create awareness and activation. The project focuses on a 28-mile segment in the northeast, which runs through Aurora, Denver, and unincorporated Arapahoe County. This stretch includes some of the state's most diverse communities and underresourced neighborhoods. However, this segment of the Canal is underutilized due to a variety of factors including underinvestment, safety concerns, and difficulty accessing parts of the trail.

Improvements will improve the trail corridor, offer multi-generational recreation points, and create close to home opportunities for a variety of park amenities. The collaborative leadership to advance improvements along the High Line Canal reflects the significance of this project in bringing together multiple jurisdictions in a coordinated effort to leverage resources and capacity. Grant funds will be matched by city, county, and federal funding, and encourage private and governmental support for the full 71-mile, 15-year capital improvement vision for the Canal.

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EXHIBIT B
Resolution



RESOLUTION OF THE BOARD No. 17: Support for the High Line Canal Conservancy grant application to The State Board of the Great Outdoors Colorado Trust Fund for the Centennial Program

October 9, 2023

WHEREAS, the High Line Canal Conservancy Board of Directors supports the Great Outdoors Colorado Centennial Program grant application and the fulfillment of the High Line Canal Community-Centered Improvements project.

WHEREAS, the High Line Canal Conservancy has requested funding from Great Outdoors Colorado to accelerate completion of high-priority projects along the Canal in the Northeast communities where the greenway traverses some of our state’s most under resourced and diverse communities.

WHEREAS, The Plan for the future of the historic 71-mile High Line Canal represents a once in a lifetime opportunity to increase access to nature and improve recreational opportunities for generations of Coloradans.

WHEREAS, many miles of the trail in Aurora, Unincorporated Arapahoe County and Denver lack trail access, crossing safety, and historic investment to activate the Canal for users.

WHEREAS, access to nature and open space improves physical and mental health, especially in these under-resourced communities where use of natural area is associated with improved physical and mental health, increased physical activity and decreased stress and isolation.

WHEREAS, the High Line Canal Conservancy holds an inspired mission to ensure all communities along the Canal engage in and co-lead the design of enhancements that will sustain the Canal as a central part of each community’s park and recreational system

WHEREAS, with partnerships and funding from Great Outdoors Colorado, together we will implement community informed improvements such as needed bridges, trailheads, natural resource improvements, seating, signage, crossing safety, and activation components.

NOW THEREFORE, BE IT RESOLVED by the High Line Canal Conservancy Board of Directors that:

Section 1: The Board of Directors of the High Line Canal Conservancy strongly and fully support the application for a grant with Great Outdoors Colorado.

Section 2: If the grant is awarded, the Board of Directors of the High Line Canal Conservancy strongly supports the fulfillment of the project.

Section 3: If the grant is awarded, the Board of Directors of the High Line Canal Conservancy hereby authorizes the Executive Director to sign the grant agreement with Great Outdoors Colorado.


Section 4: If the grant is awarded, the Board of Directors of the High Line Canal Conservancy authorizes the expenditure of funds necessary to meet the terms and obligations of the grant agreement.

Section 5: This resolution to be in full force and effect from and after its passage and approval.

Moved by Debi Hunter Holen

Seconded by Steve Coffin

Approved Unanimously

Signed  11/29/23
Graham Hollis, Treasurer Date

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EXHIBIT C
Approved Budget

PROJECT BUDGET & DETAILS

APPLICATION SCOPE OF WORK

Source of Funds (CASH)	Date Secured	GOCO Funds	Matching Funds
		\$7,000,000	
High Line Canal Conservancy			\$1,765,000
City and County of Denver			\$3,400,000
City of Aurora/Adams County			\$475,000
Arapahoe County Open Spaces			\$5,275,000
Denver Water			\$500,000
	<i>subtotal</i>	\$7,000,000	\$11,415,000
TOTAL SOURCE OF FUNDS			\$18,415,000

Use of Funds (CASH)	Description	GOCO Funds	Matching Funds	Total Funding
Access, Connectivity and Safety Projects				
- North Aurora Accessible Access Points	2 pedestrian bridges and 2 accessible access points	\$450,000	\$350,000	\$800,000
- Enhanced Trail Surface	Nearly 8 miles of dual-surface trail with concrete and gravel	\$1,300,000	\$7,700,000	\$9,000,000
- Quebec Street Parcel	Acquisition for safe crossing and park activation	\$400,000	\$800,000	\$1,200,000
Activation Projects and Amenities				
- Green Valley Ranch CIZ	Three activation areas including seating, shade structures, an outdoor classroom, bike skills courses, fitness stations and a gathering space	\$1,000,000	\$0	\$1,000,000
- Linear Park Loop CIZ	Shade, seating, nature exploration areas, public art and an overlook	\$200,000	\$1,100,000	\$1,300,000
- Laredo Highline CIZ	Two gathering areas with shade structures, an outdoor classroom, multiple pause places, nature exploration, seating and public art	\$650,000	\$150,000	\$800,000
- Lyn Knoll/Highline Villages CIZ	Design and construction of a Canal Improvement Zone based on public input with outreach and design planned for 2024	\$200,000	\$200,000	\$400,000
- Signage and Furnishings	Installation of an estimated 35 signs and 28 benches across the Northeast and other furnishings to support new activation areas.	\$400,000	\$100,000	\$500,000
Ecological Health and Natural Resource Management Projects				
- Natural Resource Restoration	Removal and pruning of 111 high hazard trees, removal of 114 unhealthy ash trees, inoculation of 103 healthy ash trees, removal and treatment of 139 Russian olive, clear 22 miles of brush and debris	\$1,100,000	\$850,000	\$1,950,000
- Tree Planting Pilot	Plant and truck water 50 xeric trees	\$60,000	\$0	\$60,000
- Denver Tree Planting	Install irrigation lines and plant trees consistent with Denver's Urban Forest Strategic Plan currently being finalized	\$340,000	\$0	\$340,000
Other				
Project Management				
	Staff time and consultant support for project management, jurisdictional coordination, design and engineering oversight, construction administration and delivery of projects.			
- Conservancy Project Management	Conservancy staff time to manage design and engineering of improvement projects, jurisdictional coordination and and delivery of projects	\$325,000	\$0	\$325,000
- External Project Management	Consultant support to manage jurisdictional submittals and approval processes for improvement projects, oversee construction administration and delivery of projects and support engineering	\$300,000	\$0	\$300,000
Outreach and Engagement				
	Staff time, consulting support, community partnerships and program costs for outreach, engagement, and events.			
- Conservancy Outreach	Conservancy staff time to engage community members in the design of improvement projects and design/build opportunities	\$125,000	\$100,000	\$225,000
- Outreach Consultants and Partner Support	Consultant and partner support to engage community members in the design of improvement projects	\$100,000	\$50,000	\$150,000
- Outreach Expenses	Costs for public outreach and engagement such as meeting expenses, printing materials, project signs, translation services, food and supplies	\$50,000	\$15,000	\$65,000
	<i>subtotal</i>	\$7,000,000	\$11,415,000	\$18,415,000

Use of Funds (IN-KIND)	Description	Matching Funds
Category		
N/A		\$0.00
	<i>subtotal</i>	\$0.00
	GOCO Funds	Matching Funds
	<i>subtotal</i>	\$7,000,000
TOTAL USE OF FUNDS*		\$18,415,000

* The Total Use of Funds must equal the Total Source of Funds in the section above.

OTHER LEVERAGED RESOURCES (OPTIONAL)

CASH OR IN-KIND	Description	Total Funding
Community-Centered Design		
High Line Canal Conservancy	Community Outreach and engagement in the Northeast Communities to date.	\$ 349,000
High Line Canal Conservancy	Design and engineering for Northeast projects to date.	\$ 411,000
Improved Access and Connectivity		
City of Aurora	8th Avenue Bridge construction to provide formalized, safe and accessible access to the trail just south of Hinkley High School. Funded by the Conservancy and Arapahoe County. Completion anticipated Q2 2024.	\$ 244,000
City of Aurora	Colfax to 1-70 trail design and construction to complete one of the largest remaining gaps in the trail. Funded by Aurora, Adams County and Federal grants. Completion anticipated Q1 2024.	\$ 9,440,000
City of Aurora	Design and construction of an underpass at the Canal's first crossing of Colfax. Funded by Aurora, Adams County, Arapahoe County and a Federal TIP grant. Construction anticipated to begin in 2026.	\$ 12,000,000
City and County of Denver	Yale and Holly Underpass design and construction. Funded by Denver, Arapahoe County and a Federal TIP grant. Construction anticipated to begin in 2025.	\$ 15,400,000
Activation and Amenities		
City of Aurora	Prairie planting pilot in the Laredo Highline neighborhood to be installed in 2024.	\$ 200,000
Conservation Easement		
High Line Canal Conservancy	Preparation of documentation and due diligence for the permanent protection of the High Line Canal Corridor through a conservation easement. Funded in part with a GOCO grant.	\$ 400,000
	<i>subtotal</i>	\$ 38,444,000

TOTAL PROJECT VALUE	\$ 56,859,000
GOCO % of project cost	38%
GOCO % of project value	12%

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EXHIBIT D
Due Diligence Checklist (if applicable)
Intergovernmental (or other) Agreement (if applicable)

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EXHIBIT E
Special Terms: Capital Construction Grant

1. Property Ownership. All properties on which GOCO-funded projects are located must be owned by, under the control of, or have been granted access to by the Grantee for the useful life of the Project (the “Property”). If Grantee does not own the Property on which the Project is to be located, Exhibit D between Grantee and the Property’s owner, or a future agreement permitting the Project on the Property, continues in effect and unmodified throughout the term of this Agreement.

2. Project Operation and Maintenance.

A. Subject to annual appropriations, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified and for the useful life of the Project, or a minimum of 15 years, in accordance with product warranties and/or the generally accepted standards in the parks/recreation community, or in accordance with a future agreement permitting the Project on the Property, whichever is longer. Grantee also shall provide and maintain access to the Project and to the Property, in accordance with a future agreement permitting the Project on the Property. Failure to comply with this paragraph may be deemed a breach by Grantee under Paragraph 23 of the Agreement.

B. GOCO and Arapahoe County shall not be liable for any cost of maintenance, management, or operation of the Project.

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

D. Grantee’s staff shall request during the Grantee’s annual budget process an appropriation sufficient to meet the financial obligations of Grantee under this Agreement. Grantee will use its best efforts to fully consider such appropriation. The parties understand that the Board is relying upon fair and full consideration of annual appropriation in its decision to extend its resources and the Grant and to enter into this Agreement. In the event that Grantee fails to appropriate sufficient funds to meet the obligations of this Agreement, Grantee shall provide notice to the Board and Arapahoe County of the specific reason(s) for any decision not to appropriate funding. Grantee’s staff shall notify the Board and Arapahoe County of any recommendation not to fund or to partially fund the annual appropriation necessary to fulfill Grantee’s obligations under this Agreement.

3. Public Access. Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project for the useful life of the Project in accordance with a future agreement permitting the Project on the Property. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes if permitted by Arapahoe County.

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4. Insurance. Grantee shall maintain general liability insurance or self-insure for the entire period of the Project for protection in the event of injury and/or damage. The insurance limits shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. If the Grantee contracts with another organization to complete the Project, it is the responsibility of the Grantee to ensure its contractor carries insurance that fulfills this requirement and includes Arapahoe County as an additional insured.