

GRANT AGREEMENT

Project Name: Genesee Mountain Park - Park and Trail Implementation Plan
Contract Number: 11338
Completion Date: December 14, 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) 863-7522
Facsimile: (303) 863-7517

Grantee: Denver Parks and Recreation
Address: 201 West Colfax Ave., Dept. 613
Denver, CO 80202

Contact Name: Jay Henke
Contact Title: Senior Landscape Architect
Telephone: 720-913-0638
Facsimile: 720-913-0787

Date: June 21, 2011

EXHIBITS

Exhibit A Resolution Approving this Grant Agreement
Exhibit B Approved Budget
Exhibit C Summary of Overdue Grants Policy

CONTEXT OF AGREEMENT:

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 to plan 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, which is incorporated herein by reference.

D. The Board approved Grantee's Project Application on 6/14/2011, 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 and conditions 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 Exhibit A.
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 \$75,000.00 (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the Project Application.
4. Project Scope. Grantee shall not materially modify the Project or the Project budget (attached hereto as Exhibit 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 **December 14, 2012** (the “Completion Date”) which is eighteen months 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, which is attached as Exhibit 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 and/or invoices, receipts or other documentation evidencing initial expenses. 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 shall not exceed 75% of the funds contracted and/or expended 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 or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. A Progress Payment 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 the tasks and final products contemplated in the Project Application have been completed. 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 (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 eligible expenses approved by GOCO.

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.).

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 scope of the anticipated planning process (for example, elimination of an element of a master plan), 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. Compliance with Regulatory Requirements and Federal and State Mandates. The 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, and other similar requirements. To the extent permitted by law, the Grantee will indemnify the Board from any liability or any failure to comply with any such applicable requirements.

13. Nondiscrimination. During the performance of this agreement, the Grantee and its contractors 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. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

14. Publicity and Project Information.

- a. Grantee shall acknowledge Board funding in all publicity issued by it concerning the Project.
- b. Grantee shall cooperate with the Board in preparing public information pieces.
- c. Grantee shall give the Board the right and opportunity to use information gained from the Project.
- d. If Grantee uses the Grant to create, maintain, or update its website or uses its website to disseminate information about the Project, Grantee shall acknowledge Board funding on its website.
- e. If Grantee uses the Grant to create, publish, or update any written material or uses such written material to disseminate information about the Project, Grantee shall acknowledge Board funding in the written material.
- f. If any events are planned in relationship to or as part of the Project, Grantee shall acknowledge the Board as a contributor to the event and shall notify the Board at least thirty (30) days prior to the event.

15. 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.

16. 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 the Grantee for 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 the Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of Board funds. The Grantee may use any accounting system which follows the guidelines of "Generally Accepted Accounting Practices" published by the American Institute of Certified Public Accountants.

17. Withdrawal of Board Funding. 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. sufficient net lottery proceeds are not available to fund the Grant.

18. 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.

19. 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.

20. 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

21. 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.

22. 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.

23. 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.

24. Time is of the Essence. Time is of the essence in this Agreement.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 _____ 2011.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

GRANTEE:
Denver Parks and Recreation

By: _____
Lise Aangeenbrug
Executive Director

By: _____
Name: _____
Title: _____

EXHIBIT A
Resolution Approving Grant Agreement

EXHIBIT B
Approved Budget

EXHIBIT C
Overdue Grants Policy

OVERDUE GRANTS POLICY

Board Adopted 12/12/01

CLASSIFICATION	DEADLINE	PROCEDURE
<p>Grant is current, and original due date is applicable</p>	<p>Reminder Letter: GOCO Staff ("Staff") may send letter 60 days before the "due date" as defined in Grant Agreement.</p>	<p>Staff may, but is not required to send a certified letter ("Reminder Letter") to the "Grantee" (as defined in the Grant Agreement) reminding the Grantee of the due date as defined in the Grant Agreement. Staff also may, but is not required to send copies of the Reminder Letter to the project manager, partners, and pertinent elected officials.</p> <p>Failure to complete the project by the original due date (or by any extended due dates authorized by GOCO as provided below) may result in deauthorization of the grant by the GOCO Board ("Board") at its next scheduled meeting or at the next quarterly Board discussion of overdue grants, and may also result in suspension of eligibility for that applicant in any pending or future grant cycles.</p>
<p>Grant is current, and original due date is applicable, but Grantee would like an extension</p>	<p>Staff Extension: Must be requested by Grantee within 30 days after date of Reminder Letter, or in any event not later than 30 days prior to original due date</p>	<p>If the Grantee desires an extension of the original due date, then within 30 days after the date of the Reminder Letter, or in any event not later than 30 days prior to the original due date, Grantee shall send via certified mail a written request addressed to the Executive Director of GOCO (the "Executive Director") for an extension of time that shall not exceed 90 days ("Request for Staff Extension"). The Request for Staff Extension shall include specific reasons for the requested extension. Staff shall have the discretion to grant one extension, but for no more than 90 days, if they conclude the request is reasonable and warranted.</p> <p>If the Request for Staff Extension is untimely, but is nonetheless received before the original due date, the Staff will have the discretion to determine whether the request for extension can be considered.</p> <p>Staff shall notify the Grantee in writing as soon as practicable of the decision to grant or deny the request for extension.</p> <p>In the event that Grantee desires an extension of more than 90 days, Grantee shall forego the Staff Extension and apply for a Board Extension as provided below.</p>

CLASSIFICATION	DEADLINE	PROCEDURE
<p>Grant is current and either (i) original due date has been extended by Staff and Grantee desires a further extension from Board or (ii) Grantee elects to forego Staff Extension in favor of seeking Board extension</p>	<p>GOCO Board Extension: Must be requested by Grantee (i) 30 days prior to expiration of Staff Extension; or (ii) if foregoing Staff extension, then within 30 days of expiration of original due date</p>	<p>If the Grantee desires an additional extension (or in the event Grantee elects to forego a Staff Extension in favor of seeking a Board Extension), then Grantee shall send via certified mail addressed to the Executive Director, no later than 30 days prior to the (i) expiration of the Staff Extension or (ii) original due date (in the event Grantee has elected to forego a Staff Extension), a written request of the Board for an extension of time ("Request for Board Extension"). The Request for Board Extension shall include specific reasons for the requested additional extension. The Request for Board Extension may be considered by the Board at its next scheduled meeting or at the next quarterly Board discussion of overdue grants. In the meantime, as long as a timely request for extension is pending, the grant will not be considered overdue. The Board shall have the sole discretion to grant or deny the requested extension.</p> <p>If the Request for Board Extension is untimely, Staff shall have the discretion as to whether to present the untimely request to the Board for consideration.</p> <p>If the Board grants an extension that exceeds six months, a status report must be provided by the Grantee to the Board at the halfway point in the extension. If the status report fails to demonstrate to the Board's satisfaction the likelihood Grantee can complete the project in accordance with the Grant Agreement and with such further conditions as shall have been determined by the Board in connection with the grant of an extension to Grantee, then the following Deauthorization procedures may be instituted. The Staff shall notify the Grantee in writing as soon as practicable of the Board's decision to grant or deny the request for extension.</p>
<p>Grant is overdue (e.g., the original due date or extended Due Date(s) have passed)</p>	<p>Possible Deauthorization: Staff will send Deauthorization Warning within 60 days following the original due date or extended Due Date(s)</p>	<p>If Grantee has not fulfilled all GOCO requirements such that funding of the GOCO grant award is completed in accordance with the terms of the Grant Agreement by the original due date or any extended due date(s) as granted by GOCO pursuant to the terms hereof, a certified letter ("Deauthorization Warning") will be sent to Grantee by Staff as soon as practicable, but no later than 60 days after the applicable due date has passed. A copy of the Deauthorization Warning may, but is not required to be sent to the project manager, partners, and pertinent elected officials associated with the grant. The Deauthorization Warning will state that the grant shall be presented to the Board for deauthorization or other appropriate action at the next scheduled Board meeting or quarterly Board discussion of overdue grants, and that the Grantee must respond in writing to the Deauthorization Warning at least 14 days before such Board meeting. If the reply to the Deauthorization Warning includes a Request for Board Extension but is untimely because it is received by the Executive Director less than 14 days before such Board meeting, Staff will have the discretion to determine whether the request for extension can be considered. At such meeting, the Board shall have the sole discretion to deauthorize the grant, extend the Due Date or take any other action it deems appropriate, including but not limited to</p>

CLASSIFICATION	DEADLINE	PROCEDURE
		<p>modifying the terms and conditions of the grant award.</p> <p>Staff shall notify the Grantee in writing as soon as practicable of the Board's decision. If an extension is not granted, a written Notice of Deauthorization will be sent to the Grantee. If the Board extends a grant for six months or more, then the Grantee must provide the Board with a written status report at the halfway point in the extension. If the status report fails to demonstrate to the Board's satisfaction the likelihood Grantee can complete the project in accordance with the Grant Agreement and with such further conditions as shall have been determined by the Board in connection with the grant of an extension to Grantee, then the foregoing Deauthorization procedures will be reinstated.</p> <p>Any unexcused failure to respond to a Deauthorization Warning will result in an automatic deauthorization of the grant and will result in suspension of eligibility for that applicant in any pending or future grant cycles.</p> <p>Anything else to the contrary notwithstanding, no exercise by the Staff or Board of any right or discretion reserved by either of them hereunder shall be deemed an election, and no waiver by the Staff or Board of any action or requirement of Grantee shall constitute a waiver of any other requirements or actions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff or Board shall be effective unless in writing executed by them. Additionally, any failure by the Staff or Board to take any actions as set forth above shall have no legal effect on the contractual duties of the grantee under the Grant Agreement.</p>

Halbert-Hsiung, Jeannine - Parks Rec

From: Henke, Jay C. - Parks & Rec
Sent: Tuesday, August 30, 2011 1:55 PM
To: Halbert-Hsiung, Jeannine - Parks & Rec
Subject: FW: Genesee GOCO planning grant - budget modifications

Jeannine
Response from GOCO regarding the modifications to the Genesee Grant budget.
Thanks,

Jay Henke | RLA | Senior Landscape Architect
Parks and Recreation | City and County of Denver
720.913.0638 Phone | 720.913.0783 Fax
jay.henke@denvergov.org | Dial 3-1-1 for City Services

From: Jake Houston [<mailto:JHouston@goco.org>]
Sent: Tuesday, August 30, 2011 1:33 PM
To: Henke, Jay C. - Parks & Rec
Subject: RE: Genesee GOCO planning grant - budget modifications

Your revisions to the budget for the Genessee Mountain Park GOCO grant look good to me. I will keep this email and the budget in the file in case any questions arise later.

Sorry for the delay!

Jake Houston
Local Government and Planning Programs Coordinator



Phone: (303) 226-4517
Fax: (303) 863-7517
jhouston@goco.org

From: Henke, Jay C. - Parks & Rec [<mailto:Jay.Henke@denvergov.org>]
Sent: Monday, August 22, 2011 7:25 AM
To: Jake Houston
Cc: Halbert-Hsiung, Jeannine - Parks & Rec; Marquardt, David - PRPP Planning, Design & Constrctn
Subject: Genesee GOCO planning grant - budget modifications

Good morning Jake,
Attached is the revised budget form as we discussed last week. Please review and let me know if you have any questions or concerns.
As a brief summary, I revised the budget to show all of the match to be included under the applicant column and added "donors" as a part of that heading. The funding source we will be using for the match is a donation account set up specifically for park improvements in the Denver Mountain Parks. The total match amount remains the same. Please do not hesitate to give me a call if you have any questions.
Thanks and regards,
Jay

Jay Henke | RLA | Senior Landscape Architect
Parks and Recreation | City and County of Denver
720.913.0638 Phone | 720.913.0783 Fax
jay.henke@denvergov.org | Dial 3-1-1 for City Services

Contract Control Number: 201102532

Vendor Name:

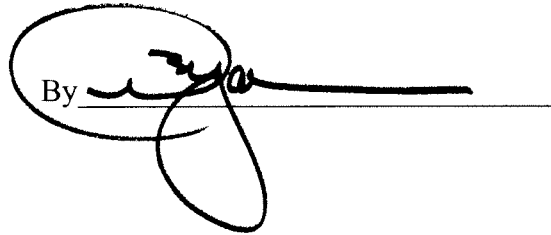
IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

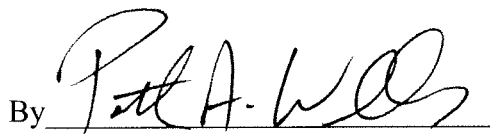
Debra Johnson

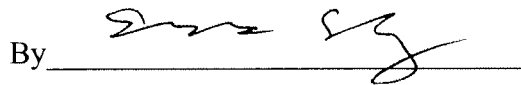
By 

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By 

By 

By 



23. 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.

24. Time is of the Essence. Time is of the essence in this Agreement.

25. 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.

26. 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.

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28. 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.

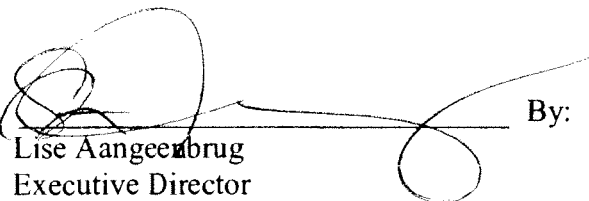
29. Waiver. The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the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

30. 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 17 day of October 2011.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

GRANTEE:
Denver Parks and Recreation

By: 
Lise Aangeenbrug
Executive Director

By: _____
Name: _____
Title: _____