

NATURE IN THE CITY PROJECT AGREEMENT

AGREEMENT between the CITY OF FORT COLLINS, COLORADO, a municipal corporation (the "City"), and the Grantee named below.

Date of Agreement ("Effective Date") _____

Grantee Name and Type of Entity: _____, a Colorado _____

Grantee's Address: _____

Project Site (must be owned by Grantee): _____

Amount of Grant ("Project Funds"): _____

Deadline for Spending Grant Funds ("Project Deadline"): _____

Exhibits Attached and Incorporated into this Agreement:

- Exhibit A – Scope of Work ("Scope")
- Exhibit B – Fiscal Report and Program Evaluation
- Exhibit C – Project Evaluation Report

RECITALS

- A. It is in the best interests of the City, Larimer County, and the State of Colorado to pursue conservation efforts that protect and enhance wildlife habitat, recognizing there is nationwide attention regarding the impact local and regional environmental efforts can have on furthering environmental and economic health of communities, and
- B. It is the objective of the City of Fort Collins to conserve the natural environment for its wildlife habitat value as a service to the people of Fort Collins; and
- C. The 2019 City Plan policies adopted by the Fort Collins City Council include Policy ENV 1.3 – Nature in the City, Conserve, protect and enhance natural resources and high-value biological resources throughout the GMA by:
 - Directing development away from natural features to the maximum extent feasible; and
 - Identifying opportunities to integrate or reintroduce natural systems as part of the built environment to improve habitat in urbanized areas and expand residents' access to nature; and
 - Utilizing green infrastructure to manage stormwater and increase greenspace in public rights-of-ways and as part of public and private development; and
 - Supporting the use of a broad range of native landscaping that enhances plant and animal diversity; and
- D. The mission of the Natural Areas Department is to protect and enhance lands with existing or potential natural values in furtherance of the Nature in the City Policy and the 2020 City Strategic Plan, including

Environmental Health strategy 4.5, Protect and enhance natural resources on City-owned properties and throughout the community; and

- E. On March 25, 2015, City Council adopted Resolution 2015-039 approving the Nature in the City (NIC) Strategic Plan, to be administered by the Natural Areas Department in partnership with the Planning Services division of Community Development & Neighborhood Services (CDNS), with the goal of investing in community enhancement of natural spaces, and
- F. In November 2015, City voters approved a ballot measure to fund the NIC capital project program as a component of the Community Capital Improvement Program (CCIP), and
- G. Nature in the City projects may also receive funding from the Natural Areas Department Enhancement Funds, and
- H. NIC developed the NIC Grant program to incentivize private property owners to collaborate and coordinate with City to identify, establish, and recover community natural spaces, and
- I. NIC staff has selected Grantee's proposed project, as described in further detail in **Exhibit A** attached hereto and incorporated herein by reference ("Project"), for funding in accordance with the NIC Grant program's guidelines and the CCIP capital project funding restrictions.

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agree as follows:

1. The City will distribute the Project Funds to Grantee as outlined in Exhibit A. Grantee shall use the Project Funds to install the Project on the Project Site in accordance with the Scope as described in Exhibit A. Grantee affirms that Grantee owns the Project Site. Grantee must expend all funds by the Project Deadline listed on page 1.
2. Grantee shall provide long-term maintenance of the Project and maintain the Project Site in as good or better condition than it exists as of the date of installation and in compliance with the project maintenance plan as described in Exhibit A.
3. Any modification of the performance of this Project from that indicated in the Scope must be submitted for and receive prior written approval by the City, at the sole discretion of the City.
4. Grantee shall provide the City with (a) a fiscal report including a program evaluation and (b) one or more post-project evaluation reports. The fiscal report (a) will require including copies of receipts for expenditures of NIC funds and is due no more than thirty (30) days after completion of installation of all Project components paid for with Project Funds. Templates for these reports are attached as Exhibits B and C. The project evaluation report(s) are due on the dates stated in the Exhibits.
5. Grantee shall acknowledge receipt of City support by displaying a sign provided and approved by the City at the Project Site for a minimum of five (5) years from the Project Deadline.
6. Grantee agrees to allow the City to monitor the Project Site through community science and other research endeavors that support the NIC program, and to allow the City to feature the project and associated proposal (images, videos, etc.) in public outreach, marketing and educational materials.

7. The Project must be maintained on the Project Site for a minimum of five (5) years from completion of the Project installation. If at any time within five (5) years after completion of the Project installation Grantee plans to remove or change the condition or design of the Project Site, Grantee shall request review by the City at least thirty (30) days in advanced of such activity. City will respond in writing within fifteen (15) business day with approval or denial of the request. If the City determines, in its sole discretion, the removal or change materially reduces the natural space conservation value or accessibility of the Project site or conflicts with the NIC Grant guidelines, Grantee agrees to repay all or a portion of the Project Funds. Repayment shall be made within thirty (30) days of the City's written request. No repayment of Project funds will be required upon Project removal or significant change occurring five (5) years or later after Project completion; however, the City reserves the right to request removal of any designation of affiliation between the Project and the NIC program.

8. Grantee agrees to make all records pertaining to activities carried out under this Agreement available to the City for audit upon request for at least three (3) years following Grantee's submittal of the fiscal report required in paragraph 4 of this Agreement.

9. If any provision of this Agreement is not met in the manner and time specified by Grantee, Grantee will be in breach and the City may terminate the Agreement. Upon such termination, Grantee will return all Project Funds to the City within thirty (30) days following receipt of the written request from the City to do so.

10. This Agreement is not assignable without prior written consent of the City. This Agreement is binding on the Grantee and its successors in interest, representatives and assigns.

11. Grantee represents and warrants it is fully authorized to undertake the activities set forth in Exhibit A.

12. Unless terminated earlier as provided herein, the term of this Agreement shall be from the Effective Date until completion of the Project as described in Exhibit A including the five (5) year maintenance obligation.

13. At all times during the term or performance of this Agreement, Grantee shall comply with all applicable federal, state and local laws, rules and regulations that have been or may hereafter be established. This requirement includes but is not limited to the City of Fort Collins and/or Larimer County Land Use and Building Codes.

14. The signatories aver that to their knowledge no City employee has a conflict of interest, as defined in the City Charter and Code, in the services or property described herein.

15. Grantee shall indemnify, save and hold harmless the City, its officers, employees, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Grantee, its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This provision shall survive the completion, expiration, termination or cancellation of this Agreement

16. The individual signing on behalf of the Grantee represents and warrants that the Grantee is the owner of the Project Site, has authority to consent to the installation of the Project, and hereby

gives such consent; and further warrants that he or she has the authority to bind the Grantee to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first stated above.

CITY OF FORT COLLINS, COLORADO:

GRANTEE:

By: _____
Director of Purchasing, Gerry Paul

By: _____

Print Name: _____

ATTEST:

Title: _____
(if applicable)

City Clerk

Email _____

(Print Name)

Phone _____

Approved as to form:

Assistant/ City Attorney

(Print Name)

EXHIBIT A

2024 Nature in the City Funded Grant Scope of Work

The Grantee agrees to complete the project specifically described in the Grantee's application for funding. This Scope of Work summarizes the project application and describes any further agreed upon details or changes to the requirements in the application for funding.

Name of Project/Applicant:

Project Team Roles/ Agency reporting (If applicable):

Project Location:

Project Intent: (from grant application; include objectives stated project will achieve; add any changes expected from the original grant; landscape plan and plant list.)

Maintenance plan: (from grant and/or modified as agreed)

The grantee shall be responsible for the on-going and long-term maintenance of the project area for at least five years after completing installation. The project site must remain in as good or better condition than prior to receiving funding. Maintenance includes, but is not limited to, sufficient watering and weeding of the landscape, as well as, if needed, replacing lost plants or hardscaping, mulching, mowing, deadheading, pruning, and maintenance of irrigation systems.

Funds awarded and schedule: (x% up-front; remaining portion after Fiscal Report (Exhibit B) is received and reviewed.

Budget spreadsheet from application: (proposed + add new tracking column)

EXHIBIT B
NATURE IN THE CITY
2024 Nature in the City Project Fund: Fiscal Report and Program Evaluation

These reports must be electronically submitted to the NIC staff contact appointed to this project **within thirty (30) days after completing installation of all NIC funded Project components.** Please send an email with the necessary attachments and answer the Program Evaluation questions to help us continually improve the program.

NIC Fiscal Report

Please provide documentation of how all NIC project funds were spent. Please update the budget from Exhibit A with a line-item budget with all actual costs of NIC funded project components. Please also attach (preferably in pdf format) all receipts showing proof of payment for materials, labor, and services for NIC funded project components.

NIC Program Evaluation

What feedback do you have for NIC to improve next year? Are there changes in process, support, or implementation that could improve other projects in the future? Are there additional resources you wish you would have had going through the process?

EXHIBIT C
2024 Nature in the City Project Fund: Project Evaluation Report

Each applicant that successfully receives funding from Nature in the City (NIC) for project implementation must submit a project evaluation report after the first year of implementation to assess project success, community impact and provide feedback for future years. The report must be electronically submitted to the NIC staff contact assigned this project by **December 1, 2025**. Please answer the questions on **Attachment 1** in your Year 1 Project Evaluation Report.

Ideally, each Medium and Large-scale project funded by NIC grant will also submit another project evaluation report after the fourth year. This report can be electronically submitted to the NIC by **December 1, 2028**. Please answer the same questions on **Attachment 1** in your Year 4 Project Evaluation Report.

SAMPLE

**ATTACHMENT 1
to Exhibit C**



**NATURE IN THE CITY
PROJECT EVALUATION FORM**

Project Success

Please describe the overall success of your project.

Discuss, being specific as possible, how the implemented project has furthered NIC's goals of:

1. Providing additional connectivity to nature for both wildlife and Fort Collins residents,
2. Maintaining and restoring wildlife habitats within the urban portions of the community, and
3. Shifting landscapes to more diverse forms.

Project Challenges

Please describe any challenges the project encountered and how they were overcome or currently persist.

Testimonials

Please provide 1-3 testimonials from project members, community partners or neighbors documenting the impact of the project. What did they learn? How has it changed the feeling of the space? Or, what did NIC funding enable you to achieve that you would not have been able to otherwise?

Self-Evaluation

Did you achieve or exceed objectives outlined in your application? What are your key lessons learned from the project? Are there any aspects of the project that you would have done differently? Is there anything else you learned that you would like to share?

Performance Metrics

Please provide any performance metrics you have gathered or observed after the project implementation. Examples of performance metrics could include quantitative metrics, such as number of visitors to the project site, change in number of wildlife species observed, or participation in programming provided at the site. Metrics can also be qualitative, such as the change in a site's aesthetics and user's perception of the value of the site for connecting to nature, etc.

Photo Documentation

Please provide photos of the project site pre-implementation and post-implementation. You may also share photos from during the implementation phase if you would like.

Long Term Maintenance Plan

In 1-3 paragraphs, discuss your plans for long term maintenance of the project site and if you anticipate any challenges to long term maintenance of the project.

SAMPLE