

[SAMPLE]
NATURE IN THE CITY CAPITAL PROJECT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the CITY OF FORT COLLINS, COLORADO, a municipal corporation (the "City"), and _____ (the "Grantee"), whose address is _____ Fort Collins, Colorado.

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 City Plan policies adopted by the Fort Collins City Council include Open Lands Policy OL-1 .2, Urban Development, to encourage and assist efforts by private landowners and organizations to protect, restore or enhance privately owned natural areas within the City's Growth Management Area; 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 Open Lands Policy and the City Strategic Plan, including Environmental Health strategy 4.8, to expand, improve, restore and protect wildlife habitat, urban forests and the ecosystems of the Poudre River and urban ecosystems, 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. In 2016, City Council appropriated funds to provide staff capacity and program funding through the Keep Fort Collins Great sales tax to implement the NIC Strategic Plan, including a localized community grant program, 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 Exhibits "A" and "C" attached hereto, 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. Grantee shall install the project and use the funds provided under this Agreement in accordance with the NIC Grant program capital project proposal scope of work ("Scope"), attached as Exhibit "A" and incorporated by this reference, at the following location (Project site):

Address

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 Exhibits A and B.

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. For installation of this project, Grantee shall receive _____ dollars (\$_____). Project funds may be distributed as a lump sum or as a reimbursement, at the City's sole discretion. Funding arrangements will be detailed within the project Scope. All funds shall be expended by Grantee by _____[date].

5. Grantee shall provide the City with a written evaluation and fiscal report, including copies of receipts for expenditures of funds, results achieved, community impact, and goals for long-term maintenance of the project no later than ____[date]____. A template for this report is attached as Exhibit B and incorporated by this reference.

6. Grantee shall acknowledge receipt of City support by displaying a sign provided and approved by the City at the Project site, and include the following statement on all project promotional materials:

THIS PROJECT IS SUPPORTED BY FUNDING FROM THE CITY OF FORT COLLINS
NATURE IN THE CITY PROGRAM, A COMPONENT OF THE COMMUNITY CAPITAL
IMPROVEMENT PROGRAM APPROVED BY CITY VOTERS IN NOVEMBER 2015

Grantee agrees to allow the City to monitor the Project site through citizen 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. The City will contact Grantee for permission prior to accessing the Project site.

7. If at any time within five (5) years after completion of the project, Grantee plans to remove or change the condition or design of the Project site, Grantee shall request review by the City at least fourteen (14) 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 may be required 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 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 years following the fulfillment 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 to the City all funds paid in accordance with this Agreement 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.

11. Grantee hereby represents and warrants it is the owner of, or if not the owner, has the permission of the owner of, the Project site upon which the proposed activities will take place, and further represents and warrants it is fully authorized to undertake the activities set forth in Exhibit A.

12. The term of this Agreement shall be from the date of signature until the fifth anniversary of that signature date, unless terminated earlier, and except for all maintenance obligations of Grantee which shall survive until the expiration of those obligations, as set forth in Exhibit A.

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 personal or beneficial interest whatsoever 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.

16. Grantee, if an individual, must

- i. produce either a valid Colorado driver's license or a Colorado identification card; a U.S. military card or military dependent's identification card; a U.S. Coast Guard merchant mariner card; or a Native American tribal document; and
- ii. execute an affidavit stating he or she is a U.S. citizen or legal permanent resident or he or she is otherwise lawfully present in the U.S. pursuant to federal law.

17. Grantee represents and agrees that:

- i. As of the date of this Agreement:
 1. Grantee does not knowingly employ or contract with an illegal alien;and

2. Grantee has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to verify confirm the employment eligibility of all newly hired employees that Grantee does not employ any illegal aliens.

ii. Grantee shall not knowingly employ or contract with an illegal alien to perform works under this Agreement or knowingly enter into a contract with a subcontractor that fails to certify to Grantee that the subcontractor shall not knowingly employs or contracts with an illegal alien to perform work under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 20__.

CITY OF FORT COLLINS, COLORADO:

GRANTEE:

By: _____
Director of Purchasing

By: _____

Print Name: _____

ATTEST:

Title: _____
(if applicable)

City Clerk

Email _____

Phone _____

Approved as to form:

Assistant/Deputy City Attorney

EXHIBIT A

Grant Proposal (Scope of Work)

SAMPLE

EXHIBIT B

NATURE IN THE CITY 2018 Capital Project Fund: Fiscal Report and Project Evaluation

Each applicant that successfully receives funding from NIC must submit a fiscal report and project evaluation to document how NIC project funds were spent according to the Scope of Work, assess project success and community impact, and provide feedback for future years. The report must be electronically submitted to the NIC project manager tasked with this project by [date] . Please utilize the format below and contact us with any questions or feedback.

NIC Funding Documentation

Please provide documentation of how all NIC project funds were spent. Please provide a line-item budget (preferably in Microsoft Excel format) 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.

Project Success

In 1-3 paragraphs, please describe the overall success of your project. Discuss, being specific as possible, how the implemented project has furthered NIC's goals of providing additional connectivity to nature for both wildlife and Fort Collins residents, maintaining and restoring wildlife habitats within the urban portions of the community, and shifting landscapes to more diverse forms.

Testimonials

Please provide 1-3 testimonials from project or community partners documenting the impact of the project. 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?

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?

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.

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

EXHIBIT C

Original Grant Application

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