

**RESOLUTION 2019-042
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND
POUDRE SCHOOL DISTRICT FOR THE PSD AFTER 3 PROGRAM**

WHEREAS, Poudre School District (“PSD”) provides an after school and summer enrichment program called “PSD After 3” (the “Program”) for approximately 720 students from six schools who live in high-poverty areas and can benefit from an extended learning program; and

WHEREAS, the Program started as a partnership between the City’s Recreation Department and PSD; and

WHEREAS, on November 20, 2018, the City Council adopted the 2019-2020 Biennial Budget, which includes \$75,000 per year for two years to help fund the Program; and

WHEREAS, the Program supports the City’s Strategic Objective Neighborhood Livability and Social Health 1.3, “Improve accessibility to City and community programs and services to low- and moderate- income populations,” as research shows that after school and summer programs make a difference in academic, socio-emotional and wellness outcomes, as well as risk prevention; and

WHEREAS, the City and PSD have negotiated a proposed Funding Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (the “Agreement”); and

WHEREAS, Article II, Section 16 of the City Charter empowers the City Council, by ordinance or resolution, to enter into contracts with governmental bodies to furnish governmental services and make charges for such services, or enter into cooperative or joint activities with other governmental bodies; and

WHEREAS, the City Council has determined that entering into this Agreement is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.


Section 2. That the City Manager is hereby authorized to execute an agreement substantially in the form of Exhibit “A”, with such modifications and additional terms and conditions consistent with this Resolution as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Passed and adopted on at a regular meeting of the Council of the City of Fort Collins this 16th day of April, A.D. 2019.

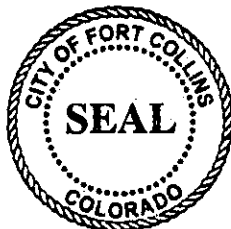


Mayor

ATTEST:



City Clerk



**FUNDING AGREEMENT
REGARDING POUFRE SCHOOL DISTRICT AFTER-SCHOOL
AND SUMMER CAMP PROGRAMS FOR TITLE I SCHOOLS**

AN AGREEMENT, by and between the City of Fort Collins hereinafter referred to as "City" and POUFRE SCHOOL DISTRICT hereinafter referred to as "Recipient", by which the Recipient agrees to carry out specific activities and establishing certain other terms and conditions of operation.

RECITALS

1. The City wishes to contract with the Recipient to provide after school and summer enrichment programs for students in Title I schools and has allocated funding for such purpose.
2. Article II, Section 16 of the City of Fort Collins Charter empowers the City Council, by ordinance and resolution, to enter into contracts with governmental bodies to furnish governmental services and make charges for such services, or enter into cooperative or joint activities with other governmental bodies.
3. Section 29-1-203 of the Colorado Revised Statutes provides that governments may cooperate or contract with one another to provide certain services or facilities when such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I - PROJECT

SECTION 1 SCOPE OF SERVICES

The City hereby designates the Recipient to undertake, and the Recipient hereby agrees to undertake the activities specifically summarized below:

(A) Service Objectives.

- (1) **Recipient will provide after-school and summer academic enrichment programs for students in the six Title I elementary schools in their school system (Bauder, Harris, Irish, Laurel, Linton, Putnam).**
- (2) **The after-school programs will occur 2-hours each day for 2 days per week for 16 weeks of the school year. The summer program will occur 5-hours each day for 4 days per week for 7 weeks during summer recess.**
- (3) **Recipient will serve approximately 720 unduplicated K-5 students during each 12-month period of the agreement.**

(4) Allocated funds totaling \$150,000 (\$75,000/year) will be used to assist with a portion of the salary and benefits for the Recipient personnel administering the program (\$52,428/year), transportation costs (\$15,120/year), and instructional supplies (\$7,452/year).

(B) Strategic Objective:

This project is intended to provide measured progress towards the following City of Fort Collins programmatic outcome target:

- City of Fort Collins Strategic Objective NLSH 1.3 – Improve accessibility to City and community programs and services to low- and moderate- income populations.

SECTION 2 PROJECT DESCRIPTION

Type of Project: Human Service / Education

Funded Amount: \$150,000

Project Location: 2407 Laporte Avenue, Fort Collins, CO 80521

Fiscal (Calendar) Year: 2019 & 2020

Population Served: Low-to-Moderate-Income Children

SECTION 3 TERM OF AGREEMENT

The term of this Agreement is from **January 1, 2019** through **March 31, 2021**. The City's obligation to provide funding under this Agreement shall be from **January 1, 2019** through **December 31, 2020** and shall be contingent on compliance with all terms and conditions set forth herein.

SECTION 4 PROGRAM REPORTING

The Recipient shall submit such reports as are reasonably required by the City to meet its local obligations and regulations. The City will prescribe the report format, as well as the time and location for submission of such reports. Required reports include the following:

- (A)** Quarterly reports which shall include the progress made to date, or justification for lack of progress, in meeting the Service Objectives specified in Article I, Section 1, Scope of Services, of this Agreement.
- (B)** Quarterly reports on the number of service days provided to students, the number of students served, and narrative on how the allocated funds were utilized to provide those days and services to the persons assisted by the Recipient through this Agreement.
- (C)** Close out reports including a final performance report and final financial report, upon termination or completion of the award.

Quarterly reports are due 30 calendar days after the end of each 3 month quarter (i.e. on April 30, July 31, October 31 and January 31), and the final performance report for the Project will be due on January 31, 2021.

In addition, the Recipient will promptly notify the City at the address specified in Section 9 below of any change in Recipient's personnel directly connected with: (1) the Project, or (2) administration of funds subject to this Agreement.

ARTICLE II FINANCIAL CONDITIONS

SECTION 1 BUDGET AND COMPENSATION

The City shall reimburse the Recipient its allowable costs for the services identified in this Agreement not to exceed **ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000)**, upon presentation of properly executed quarterly program reports as provided or approved by the City and in accordance with the following schedule:

- 50% of the yearly funding (\$37,500) in February 2019
- 50% of the yearly funding (\$37,500) in July 2019
- 50% of the yearly funding (\$37,500) in February 2020
- 50% of the yearly funding (\$37,500) in July 2020

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those necessary and proper costs identified in Article I, Section 1, Scope of Services, of this Agreement and approved by the City. The Recipient may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

Time of Payment: Payment shall be made within 30 days of receipt of accurate and complete reimbursement request documents submitted to the City.

Where Payments Are Made: Payments shall be made to: Poudre School District, Attn: Finance Department, 2407 Laporte Avenue, Fort Collins, Colorado, 80521, whichever system is established by Recipient with the City.

The Recipient shall apply the funds received from the City under this Agreement to meet the Service Objectives outlined in Article I, Section 1, Scope of Services. Any proposed change by Recipient in the way funds are allocated between the three line item expenses listed in Section 1(A)(4) above that would shift more than \$7500 between line items shall require a formal amendment to the Agreement. Recipient shall submit any request for such an amendment to the City in writing and shall specifically state the reasons for the requested change. All budget revision and/or amendment requests will be reviewed and approved or denied by the City.

SECTION 2 DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City shall have the right to audit the records of the Recipient as they relate to the work. The Recipient shall also:

- (A) Maintain an effective system of internal fiscal control and accountability for all allocated funds and property acquired or improved with the allocated funds, and ensure the same are used solely for authorized purposes.
- (B) Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which money was expended, as reflected in the Recipient's accounting records. The line item notations must be substantiated by a receipt, invoice marked "Paid," or payroll record.
- (C) Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
- (D) Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City, or the State Auditor at any time during normal business hours and as often as necessary during and for up to three (3) years after the term of this Agreement.
- (E) Inform the City concerning any funds allocated to the Recipient, that the Recipient anticipates will not be expended during the Agreement period, and permit reassignment of the same by the City to other Recipients.
- (F) Repay to the City any funds in its possession at the time of termination of this Agreement that may be due to the City.
- (G) By executing this Contract, Recipient verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

SECTION 3 REIMBURSEMENT

The City shall reimburse the Recipient only for actual incurred costs upon presentation of properly executed reimbursement forms approved by the City. Only those allowable costs directly related to the above Scope of Services and approved by the City shall be paid consistent with Article II, Section 2, Documentation of Costs and Other Financial Reporting. The amount of each request must be limited to the amount needed for payment of eligible costs.

In the event the City determines any funds were expended by the Recipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way the City may order repayment of the same. The Recipient shall remit the disallowed amount to the City within thirty (30) days of written notification of the disallowance.

- (A) The Recipient agrees that funds determined by the City to be surplus upon completion of the Agreement will be subject to cancellation by the City.
- (B) The City shall be relieved of any obligation for payments if funds allocated to the City cease to be available for any cause other than misfeasance of the City itself.

- (C) The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

SECTION 4 PROGRAM INCOME

Use of any program income received by the Recipient as a result of, or in connection with, the allocated funds shall be used for the current operation and benefit of the specific program/project for which the allocated funding was awarded.

ARTICLE III. GENERAL CONDITIONS

SECTION 1 BENEFIT TO LOW INCOME PEOPLE

[This Section intentionally omitted.]

SECTION 2 COMPLIANCE WITH LAWS

- (A) The Recipient, in performance of this Agreement, agrees to comply with all applicable Federal, State and local laws, regulations and ordinances. Recipient agrees to comply with all provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.
- (B) COMPLIANCE WITH C.R.S. § 24-76.5-101 (HB1023): Proof of Lawful Presence
- (1) Recipient acknowledges that the City funds are a "public benefit" within the meaning of C.R.S. § 24-76.5-102. As such, the Recipient shall ensure compliance with C.R.S. § 24-76.5-103 by performing the required verifications, to the extent applicable to Recipient's program. Specifically, when required the Recipient shall ensure that:
- a. If the public benefit provided by the funds flows directly to a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:
- (i) complete an affidavit in a form provided by the City.
- (ii) attach a photocopy of the front and back of one of the following forms of identification: a valid Colorado driver's license or Colorado identification card; a United States military card or military dependent's identification card; a United States Coast Guard Merchant Mariner identification card; or a Native American tribal document.
- b. If an individual applying for the benefits identified herein executes the affidavit stating that he/she is an alien lawfully present in the United States, Recipient shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event Recipient determines through such verification process that the individual is not an alien lawfully

present in the United States, the Recipient shall not provide benefits to such individual with City funds.

- (2) City acknowledges that the Scope of Services provided by Recipient herein may fall within several exceptions to the verification requirements of C.R.S. § 24-76.5-103 for non-profits. For example, certain programs, services, or assistance such as, but not limited to, soup kitchens, crisis counseling and intervention, short-term shelter or prenatal care are not subject to the verification requirements of C.R.S. § 24-76.5-103.

(C) COMPLIANCE WITH C.R.S. § 8-17.5-101 (HB 1343): Prohibition Against Employing Illegal Aliens

Recipient represents and agrees that:

- (1) As of the date of this Agreement:
 - (a) Recipient does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and
 - (b) Recipient will participate in the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program (the "E-verify Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (2) Recipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Recipient that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- (3) Recipient has confirmed the employment eligibility of all employees who are newly hired for employment to work under this Agreement through either the E-verify Program or the employment verification program established by the State of Colorado, pursuant to Section 8-17.5-102 (5)(c), C.R.S. (the "Department Program").
- (4) Recipient is prohibited from using the E-verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- (5) If Recipient obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Recipient shall:
 - (a) Notify such subcontractor and the City within three days that Recipient has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

- (b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Recipient shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) Recipient shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.
- (7) If Recipient violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Recipient shall be liable for actual and consequential damages to the City arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.
- (8) The City will notify the Office of the Secretary of State if Recipient violates this provision of this Agreement and the City terminates the Agreement for such breach.

SECTION 3 FEDERAL STANDARDS FOR EMPLOYMENT PRACTICES

The Recipient shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60) will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Recipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that it is an Equal Opportunity or Affirmative Action Employer.

Where employees are engaged in activities not covered under the Occupational Safety and Health Act (OSHA) of 1970, they shall not be required or permitted to work, be trained or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

SECTION 4 DISCRIMINATION PROHIBITED

(A) The Recipient shall not, on the grounds of race, color, national origin, religion, creed, disability, age, sex, actual or perceived sexual orientation, gender identity, marital status, or familial status:

- (1) Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
- (2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
- (3) Subject an individual to segregated or separate treatment in any facility in, or in any matter if process related to receipt of any service or benefit under this Agreement;
- (4) Restrict an individual in any way in access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
- (5) Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or benefit under this Agreement;
- (6) Deny anyone an opportunity to participate in any program or activity as an employee, which is different from that afforded others under this Agreement.

SECTION 5 CONFLICT OF INTEREST

No member, officer, or employee of the Recipient, or its designees or agents, no member of the governing body of the City of Fort Collins, and no other public official, employee, or Board or Commission member of the City of Fort Collins, who exercises any function or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or any Subagreement, hereto or the proceeds thereof. Any potential conflict on the part of any of these parties shall be disclosed to representatives of the City's Social Sustainability Department or the City's Attorney's Office.

SECTION 6 SEPARATION OF CHURCH AND STATE

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services the Recipient agrees that, in connection with such services:

- (A) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- (B) It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- (C) It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services;

SECTION 7 LICENSING AND PROGRAM STANDARDS

The Recipient agrees to comply with and to obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services.

In the event of an investigation or suspension regarding any licensing related to the services for which the City is providing funding under this Agreement, the City may terminate this Agreement and withhold all further Agreement funds. In addition, monies already received under the terms of this Agreement, may be owed back to the City. The City may also declare the Recipient ineligible for any further participation in City Human Service Program (HSP), Keep Fort Collins Great (KFCG) Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Affordable Housing Fund (AHF), or other City funding programs.

SECTION 8 LIABILITY

The Recipient shall be responsible for its own negligence and for the direct and indirect consequences of its performance hereunder, and the City shall have no liability or obligation in connection with any damage, injury or other loss resulting therefrom. Nothing herein is intended as a waiver of the protections of the Colorado Governmental Immunity Act, Colo. Rev. Stat. Sec. 24-10-101 et seq.

SECTION 9 NOTICES

Any notices required to be given by the City to the Subrecipient or by the Subrecipient to the City shall be in writing and delivered to the following parties by hand, by U.S. Mail, or by overnight commercial courier at the following addresses:

City:
City Grants Coordinator
Social Sustainability Department
City of Fort Collins
PO Box 580 (222 Laporte Ave, 80521)
Fort Collins CO 80522-0580

Recipient:
Director of Language, Culture and Equity
Poudre School District
2407 Laporte Avenue
Fort Collins, Colorado 80521

Notices shall be deemed received upon delivery if delivered by hand, the next business day if sent by commercial courier, or on the third business day after mailing if sent by U.S. Mail.

SECTION 10 CITIZEN AND CLIENT PARTICIPATION

The Recipient will have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) which receive, document and utilize the input from low-income persons potentially benefiting or affected by the program or project covered under this Agreement.

SECTION 11 ASSIGNMENT AND SUBCONTRACTING

The Recipient shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

SECTION 12 RESERVATION OF RIGHTS

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

SECTION 13 AMENDMENTS TO AGREEMENT

The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties.

SECTION 14 FAILURE TO PERFORM

In the event of a failure by the Recipient to comply, with any terms or conditions of this Agreement or to provide in any manner the activities or other performance as agreed to herein, the City reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Recipient from incurring additional obligations of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of, the City's right to terminate as provided in the General Conditions, Article III, Section 15, Termination, of this Agreement. The City may consider performance under this Agreement when considering future awards.

SECTION 15 TERMINATION

If the Recipient fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are available, including but not limited to, the termination of this Agreement in the manner specified herein.

- (A) Termination for Cause - If the Recipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
- (1) The lack of compliance with the provisions of this Agreement is of such scope and nature that the City deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 - (2) The Recipient has failed to take satisfactory corrective action as directed by the City or its authorized representative within the time specified by same;

- (3) The Recipient has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The City may terminate this Agreement in whole or in part; and thereupon shall notify in writing the Recipient of the termination, the reasons therefore, and the effective date. The effective date shall not be prior to notification of the termination by the City to the Recipient. Costs resulting from obligations incurred by the Recipient after termination of the Agreement are not allowable unless specifically authorized in writing by the City.

- (B) Termination for Convenience - The award may be terminated for convenience, in whole or in part, as follows:

- (1) By the City with the consent of the Recipient. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (2) By the Recipient upon submitting written notification to the City. The written notification must set forth the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated. However, in the case of a proposed partial termination, the City may terminate the award in its entirety if the City determines that the remaining portion will not accomplish the purpose for which the award was made.

- (C) Termination for Withdrawal, Reduction or Limitation of Funding

In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement, and prior to its normal completion, the City may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provision of this Agreement. If the level of funding so reduced or limited is so great that the City of Fort Collins deems that the continuation of the program covered by the Agreement is no longer in the best interest of the public, the City may summarily terminate this Agreement in whole notwithstanding any other termination provisions of this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Recipient or its representative.

- (D) Remedies

In the event of termination for cause, the City may pursue any remedies available to it at law or in equity, including, without limitation, damages, specific performance, and criminal remedies.

SECTION 16 CLOSE-OUT

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions shall apply:

- (A) Upon written request by the Agency, the City shall make or arrange for payment to the Recipient of allowable reimbursable costs not covered by previous payments.

- (B) The Recipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the City or its designee.
- (C) Close-out of funds will not occur unless all outstanding issues with the general contractor and or subcontractor have been resolved to the satisfaction of the City.

SECTION 17 VENUE AND CHOICE OF LAW

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the City and the Recipient agree that the proper venue for such action is the Larimer County, Colorado, District Court. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance.

SECTION 18 SEVERABILITY CLAUSE

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 19 INTEGRATED DOCUMENT

This Agreement with any attachments, the Recipient's corresponding application for the City's Competitive Process, incorporated by reference, and the Recipient's presentation before the CDBG Commission, incorporated by reference, constitute the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

SECTION 20 SURVIVAL

The provisions of this Agreement that, by their sense and context, are intended to survive performance by either or both parties also survive the completion, expiration, termination or cancellation of this Agreement.

SECTION 21 AUTHORITY TO SIGN

The persons signing this Agreement on behalf of the Recipient hereby affirm that all representations made by the Recipient to the City either in this Agreement or for the purpose of inducing the City to execute this Agreement are true, correct, honest and forthright, and that one or both of them have the authority to bind the Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the most recent signatory.

THE CITY OF FORT COLLINS, COLORADO
a municipal corporation

Date: _____

By: _____
Darin A. Atteberry, City Manager

ATTEST:

City Clerk

(Printed Name)

APPROVED AS TO FORM:

Assistant City Attorney

(Printed Name)

SUBRECIPIENT:
POUDRE SCHOOL DISTRICT
a statutory Colorado school district

Date: _____

By: _____
Sandra Smyser, Superintendent

By: _____
Maria Ortiz
Project Coordinator

Federal I.D. #: 846013733

ATTEST:
