

**INTERGOVERNMENTAL AGREEMENT
FOR FUNDING THE NORTHERN BIG GAME CRITICAL
WINTER RANGE RESTORATION PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into this ____ day of ____, 2022 (the "Effective Date"), by and between Larimer County, Colorado (the "County") and the City of Fort Collins, Colorado (the "City") (each a "Party" and collectively, the "Parties").

BACKGROUND AND PURPOSE

- A. In accordance with C.R.S. Section 29-1-203, governments may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units.
- B. The County, in partnership with Colorado Parks and Wildlife ("CPW"), the City's Natural Areas Department, Boulder County Parks and Open Space, and Jefferson County Open Space has applied for and received a grant from the National Fish and Wildlife Foundation ("NFWF") to restore winter range habitat needed for mule deer and elk in Larimer, Boulder, and Jefferson counties. The grant will fund treatments to eradicate invasive annual grasses (cheatgrass and feral rye) with indaziflam (Rejuvra), a scientifically proven and widely accepted herbicide, across seven Front Range open space properties, totaling more than 4,300 acres.
- C. A project budget for eradicating invasive winter annuals was approved as part of a grant agreement with NFWF. The grant agreement is attached hereto and incorporated herein as Exhibit A. The estimated project budget is included as Exhibit B, attached hereto and incorporated herein by this reference, and totals \$328,875.
- D. The City's estimated portion of the grant allocation is \$58,500.
- E. Maps have been developed depicting the project and each entity's share is identified in Exhibit C attached hereto and incorporated herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises of the Parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1) As the primary applicant, the County will be responsible managing the grant including executing any necessary NFWF grant agreements and accompanying documentation and coordinating all reimbursements.
- 2) Each party is responsible for coordinating the project related activities its respective Share to complete the Rejuvra treatments referenced above.
- 3) The grant allocation to each Party will not exceed the allocation in the estimated budget. Should costs exceed the estimate, they are the responsibility of the affected Party.
- 4) The City's portion of the grant will not exceed \$58,500 unless mutually agreed upon by all of the grant parties.
- 5) The City's portion of the grant in-kind or cash match will be \$32,437
- 6) The County's portion of the grant will not exceed \$161,625 unless mutually agreed upon by the CPW, City, Boulder County, and Jefferson County.
- 7) Should the cost of a respective Share fall below the estimate, NFWF will be consulted and the County, CPW, City, Boulder County, and Jefferson County meet to agree upon an equitable disbursement of any remaining grant funds.
- 8) The County, CPW, City, Boulder County, and Jefferson County each will be responsible for coding and paying all Project invoices associated with each respective Share and will maintain accurate accounts of all Project expenditures including the costs related to each respective Share.
- 9) To receive grant reimbursements, the City will need to submit all of the necessary documents, as required by NFWF, to the County for the agreed upon grant allocation of substantial completion of the City's Share. Additionally, the City must submit information to the County, as needed, to meet the interim and annual financial and programmatic reports, per the NFWF grant agreement.
- 10) The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2024 unless terminated sooner as provided herein.
- 11) If either Party fails to perform its obligations under this Agreement, the other Party may declare such Party to be in default and, if the defaulting Party does not cure the default following written notice by the non-defaulting Party and a reasonable opportunity to cure, the non-defaulting Party may terminate this Agreement and seek such remedies against the defaulting party as may be proper.

12) This Agreement shall not constitute a debt or indebtedness of the Parties within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple-fiscal-year financial obligation. However, to the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Parties, it shall be subject to annual appropriation. Neither Party shall have an obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

13) Written notices shall be directed as follows and shall be deemed received when hand-delivered or emailed, or three (3) business days after being sent by certified mail, return receipt requested, or the next business day if sent by overnight commercial courier:

If to the County:

Natural Resources Director
1800 South County Road 31
Loveland, CO 80537

With a copy to:

County Attorney
PO Box 1606
Fort Collins, CO 80522

If to Fort Collins Natural Areas:
[Mailing Address]

With a copy to:

City Attorney's Office
City of Fort Collins
P.O. Box 580
Fort Collins, CO 80522-0580

14) Each Party is responsible for its own negligence and that of its officers and employees. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law. Neither Party shall be liable to the other under this Agreement for any consequential, incidental, punitive, exemplary, special, equitable, or indirect damages, lost profits, or other business interruption damages, whether by statute, in tort, or by contract.

15) The Parties recognize the legal constraints imposed upon them by the constitutions, statutes, and regulations of the State of Colorado and of the United States, and imposed upon the Parties by their respective charters and municipal

codes, and, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision in this Agreement to the contrary, in no event shall either Party exercise any power or take any action which shall be prohibited by applicable law.

16) This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the County, CPW, City, Boulder County, and Jefferson County. This Agreement governs only the rights and obligations between the Parties with respect to its subject matter; there are no express or implied third-party beneficiaries of this Agreement. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement. No party shall assign this Agreement without the County, CPW, City, Boulder County, and Jefferson County's prior written consent. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.

17) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement. This Agreement may be executed by electronic signature in accordance with C.R.S 24-71.3-101 *et seq.*

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
LARIMER COUNTY, COLORADO

By: _____
Chair

ATTEST:

Deputy Clerk

APPROVED AS TO FORM:

County Attorney

THE CITY OF FORT COLLINS,
a Colorado municipal corporation

By: _____
Kelly DiMartino, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney
[ATTORNEY NAME]

DRAFT

Exhibit A

Grant Agreement



Adobe Acrobat
Document

DRAFT

Exhibit B

Estimated Project Budget

Agency Name	Property Name	# of Acres	Approved Grant at \$75 per acre (2022 Treatments)	Cash Match (2023 Follow-up Treatments)	In-Kind Contribution (Staff time)
Colorado Parks and Wildlife	Cherokee SWA: Lone Pine Unit	750	\$56,250	\$19,865	\$2,701.00
Larimer County Department of Natural Resources	Devil's Backbone Open Space**	1400	\$105,000	\$52,375	\$16,745.00
	Eagles Nest Open Space	755	\$56,625		
Jefferson County Open Space	Matthews/Winters Park	350	\$26,250	\$9,616	\$0.00
Boulder County Parks and Open Space	Hall Ranch Open Space	350	\$26,250	\$9,616.00	\$6,375.00
City of Fort Collins Natural Areas	Coyote Ridge Natural Area	230	\$17,250	\$22,875.00	\$9,562.00
	Bobcat Ridge Natural Area	550	\$41,250		
Bayer, LLC.					\$9,950.00
	TOTALS	4,385	\$328,875	\$114,347	\$45,333

Exhibit C

Shares

DRAFT