

PROFESSIONAL SERVICES AGREEMENT  
WORK ORDER

This Professional Services Agreement (Agreement) made and entered into the day and year set forth in the Agreement Period section below by and between the FORT COLLINS URBAN RENEWAL AUTHORITY, a body corporate, duly organized and existing as an urban renewal authority under the laws of the State of Colorado (FCURA) and URBAN LAND CONSERVANCY, a Colorado nonprofit corporation (Professional).

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Service. The Professional agrees to provide services in accordance with any project Work Orders for RFQ 10253 Neighborhood Revitalization Partner issued by FCURA. A blank sample of a work order is attached hereto as Exhibit A, consisting of one (1) page, and is incorporated herein by this reference. No Work Order shall exceed \$175,000. The total amount payable under all Work Orders during the initial contract period shall not exceed \$200,000, and the total amount payable during any additional one-year renewal period shall likewise not exceed \$200,000. A general scope of services is attached hereto as Exhibit C, consisting of two (2) pages and incorporated herein by this reference (Services). Irrespective of references in Exhibit A to certain named third parties, the Professional shall be solely responsible for performance of all duties hereunder. The term "Work" as used in this Agreement shall include the Services and deliverables contained in Exhibit C and any Work Orders issued by the FCURA.

The FCURA may, at any time during the term of a particular Work Order and without invalidating such Work Order, make changes to the scope of the particular Services. Such changes shall be agreed upon in writing by the parties by Change Order, a sample of which is attached hereto as Exhibit B, consisting of one (1) page, and incorporated herein by this reference.

2. Time of Commencement and Completion of Services. The Services to be performed pursuant to this Agreement shall be initiated and completed in accordance with the Work Order Commencement Date and Work Order Completion Date as specified on each Work Order. Time is of the essence. Any extensions of any time limit must be agreed upon in writing by the parties hereto.
3. Contract Period. The Agreement shall commence April 1, 2026, and shall continue in full force and effect until December 31, 2026, unless sooner terminated as herein provided. In addition, at the option of the FCURA, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Renewals will be subject to reasonable escalation of compensation, rates and fees as agreed upon in writing by the

parties hereto. Written notice of renewal shall be provided to the Professional and mailed no later than thirty (30) days prior to contract end.

- 4. Early Termination by FCURA. Notwithstanding the time periods contained herein, the FCURA may terminate this Agreement at any time without cause or penalty by providing at least ten (10) calendar days written notice of termination to the Professional.

In the event of early termination by the FCURA, the Professional shall be paid for Services rendered up to the date of termination, subject to the satisfactory performance of the Professional 's obligations under this Agreement. Professional shall submit a final invoice within ten (10) calendar days of the effective date of termination. Payment shall be the Professional's sole right and remedy for termination.

- 5. Notices. All notices provided under this Agreement shall be effective immediately when emailed or three (3) business days from the date of the notice when mailed to the following addresses:

| Professional:   | FCURA:  | Copy to:  |
|---|---|---|
| Urban Land Conservancy<br>Attn: Aaron Miropol<br>1600 Downing Street<br>Suite 300<br>Denver, CO 80218<br><a href="mailto:aaron@urbanlandc.org">aaron@urbanlandc.org</a> | FCURA of Fort Collins<br>Attn: Andy Smith<br>PO Box 580<br>Fort Collins, CO 80522<br><a href="mailto:asmith@fcgov.com">asmith@fcgov.com</a> | FCURA of Fort Collins<br>Attn: Purchasing Dept.<br>PO Box 580<br>Fort Collins, CO 80522<br><a href="mailto:purchasing@fcgov.com">purchasing@fcgov.com</a> |

Further copy to:

RVi Planning + Landscape  
Architecture, Inc.  
Attn: Craig Russel  
506 S. College Avenue,  
Unit A  
Fort Collins, CO 80524  
[crussell@rviplanning.com](mailto:crussell@rviplanning.com)

Further copy to:

Brownstein Hyatt Farber  
Schreck LLP  
675 15th Street,  
Suite 2900  
Denver, CO 80202  
Attn: Caitlin Quander, Esq.  
[cquander@bhfs.com](mailto:cquander@bhfs.com)

All notices under this Agreement shall be written.

- 6. Compensation. In consideration of the Services to be performed pursuant to this Agreement, the FCURA agrees to pay Professional on a time and reimbursable not-to-exceed direct costs basis in accordance with Exhibit D, consisting of one (1) page, attached hereto and incorporated herein. Monthly partial payments based upon the Professional's billings and itemized statements of reimbursable direct costs are permissible. The amounts of all such partial payments shall be based upon the Professional's FCURA-verified progress in completing the Services to be performed hereto and upon the FCURA's approval of the Professional's reimbursable direct costs.

Invoices shall be emailed to [invoices@fcgov.com](mailto:invoices@fcgov.com) with a copy to the FCURA Project Manager. The cost of the work completed shall be paid to the Professional following the submittal of a correctly itemized invoice by the Professional. The FCURA is exempt from sales and use tax. The FCURA's Certificate of Exemption license number is 09804502. A copy of the license is available upon written request.

The FCURA pays undisputed invoices Net 30 days from the date of the invoice submittal to the FCURA or, for disputed invoices, Net 30 days from the date of FCURA Project Manager's approval.

7. Design and Service Standards. The Professional warrants and shall be responsible for the professional quality, technical accuracy, accessibility requirements under ADA and Public Accommodations and Technology Accessibility sections below, timely completion and the coordination of all Services rendered by the Professional, and the Project Instruments as defined in the Project Instruments and License section below. The Professional shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies from such standards.
8. Indemnification. The Professional shall indemnify, defend, and hold harmless the FCURA and its officers and employees, to the maximum extent permitted under Colorado law, against and from any and all actions, suits, claims, demands, or liability of any character whatsoever claimed by third parties against the FCURA arising out of or related to this Agreement (including but not limited to contract, tort, intellectual property, accessibility, or otherwise). This obligation extends to reimbursement of the FCURA's defense costs and reasonable attorney's fees.
9. Insurance. The Professional shall maintain insurance in accordance with Exhibit E of one (1) page, attached and incorporated herein.
10. Appropriation. To the extent this Agreement or any provision in it requires payment of any nature in fiscal years subsequent to the current fiscal year and constitutes a multiple fiscal year debt or financial obligation of the FCURA, it shall be subject to annual appropriation by FCURA as required in Article X, Section 20 of the Colorado Constitution. The FCURA shall have no obligation to continue this Agreement in any fiscal year for which there are no pledged cash reserves or supporting appropriations pledged irrevocably for purposes of payment obligations herein. Non-appropriation by the FCURA shall not be construed as a breach of this Agreement.
11. Project Instruments and License.
  - a. Upon execution of this Agreement, and upon payment to the Professional per the terms of the Agreement, the Professional grants to the FCURA an irrevocable, unlimited and royalty free license to use any and all sketches, drawings, as-builts, specifications, designs, blueprints, data files, calculations, studies, analysis, renderings, models, plans, reports, and other deliverables (Project Instruments), in any form whatsoever and in any medium expressed, for purposes of constructing, using, maintaining, altering and adding

to the project, provided that the FCURA substantially performs its obligations under the Agreement. The license granted hereunder permits the FCURA and third parties reasonably authorized by the FCURA to reproduce applicable portions of the Project Instruments for use in performing the Services or construction for the project. In addition, the license granted hereunder shall permit the FCURA and third parties reasonably authorized by the FCURA to reproduce and use the Project Instruments for similar projects, provided however, in such event the Professional shall not be held responsible for the design. This license shall survive termination of the Agreement by default or otherwise.

- b. Upon payment of each invoice, associated Project Instruments rendered by the Professional shall become the FCURA's property. The Professional shall provide the FCURA with the Project Instruments in electronic format in a mutually agreed upon file type.
12. FCURA Project Manager. The FCURA will designate, before commencement of the Services, the FCURA Project Manager who shall make, within the scope of their authority, all necessary and proper decisions with reference to the Services provided under this Agreement. All requests for contract interpretations, change order, and other clarification or instruction shall be directed to the FCURA Project Manager.  
  
The initial FCURA Project Manager for this Agreement is Andy Smith and can be reached at [asmith@fcgov.com](mailto:asmith@fcgov.com) or 970-416-2517. The FCURA Project Manager is subject to change by the FCURA.
13. Project Status Report. Project status reports may be required by Exhibit C – General Scope of Services and shall be submitted to the FCURA Project Manager. Failure to provide any required status report may result in the suspension of the processing of any invoice.
14. Independent Contractor. The Services to be performed by the Professional are those of an independent contractor and not of an employee of the FCURA. The FCURA shall not be responsible for withholding or remitting any portion of the Professional's compensation hereunder or any other amounts on behalf of Professional for the payment of FICA, Workers' Compensation, unemployment insurance, other taxes or benefits or for any other purpose.
15. Personal Services. It is understood that the FCURA enters into this Agreement based on the special abilities of the Professional and that this Agreement shall be considered as an Agreement for personal services. Accordingly, the Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the FCURA.
16. Subcontractors/Subconsultants. The Professional may not subcontract any of the Services without the prior written consent of the FCURA, which shall not be unreasonably withheld. If any of the Services is subcontracted hereunder, with the consent of the FCURA, then the following provisions shall apply:
  - a. the subcontractor must be a reputable, qualified firm with an established record of

successful performance in its respective trade performing identical or substantially similar work;

- b. the subcontractor will be required to comply with all applicable terms of this Agreement;
- c. the subcontract will not create any contractual relationship between any such subcontractor and the FCURA, nor will it obligate the FCURA to pay or see to the payment of any subcontractor; and
- d. the work of the subcontractor will be subject to inspection by the FCURA to the same extent as the work of the Professional.

The Professional shall require all subcontractors/subconsultants performing Services hereunder to maintain insurance coverage naming the FCURA as an additional insured under this Agreement and Exhibit E, consisting of one (1) page, attached and incorporated herein. The Professional shall maintain a copy of each subcontractor's/subconsultant's certificate evidencing the required insurance. Upon request, the Professional shall promptly provide the FCURA with a copy of the certificate(s).

The Professional shall be responsible for any liability directly arising out of the Services performed under this Agreement by a subcontractor/subconsultant, which liability is not covered by the subcontractor's/subconsultant's insurance.

- 17. Acceptance Not Waiver. The FCURA's approval of Project Instruments furnished hereunder shall not in any way relieve the Professional of responsibility for the quality or technical accuracy of the Services. The FCURA's approval or acceptance of, or payment for, any of the Services shall not be construed to operate as a waiver of any rights or benefits provided to the FCURA under this Agreement.
- 18. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail to or refuse to perform according to the terms of this Agreement, that party may be declared in default upon notice.
- 19. Remedies. In the event a party has been declared in default, that defaulting party shall be allowed a period of ten (10) calendar days from the date of notice within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to:
  - a. terminate the Agreement and seek damages;
  - b. treat the Agreement as continuing and require specific performance; or
  - c. avail themselves of any other remedy at law or equity.

In the event of a dispute between the parties regarding this Agreement, each party shall bear its own attorney fees and costs, except as provided for in the Indemnification and Technology Accessibility sections.

- 20. Entire Agreement; Binding Effect; Authority to Execute. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of

the parties regarding this transaction and the matter recited herein. This Agreement supersedes any prior agreements, promises, or understandings as to the matter recited herein. The Agreement shall be binding upon the parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Covenants or representations regarding the matter recited herein, not contained in this Agreement shall not be binding on the parties. In the event of a conflict between terms of the Agreement and any exhibit or attachment, the terms of the Agreement shall prevail. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective party and to bind that party to the terms of this Agreement.

21. Law/Severability. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement —without regard to choice of law or conflict of law principles. The Parties further agree that Larimer County District Court is the proper venue for all disputes. If the FCURA subsequently agrees in writing that the matter may be heard in federal court, venue will be District Court for the District of Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision of this Agreement.
22. Prohibition Against Unlawful Discrimination. The Professional acknowledges that the FCURA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); C.R.S. § 24-34-401 *et seq.*, and any associated State or Federal laws and regulations, strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age forty (40) years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. The Professional shall prohibit unlawful discrimination, harassment and retaliation. This requirement also applies to all third-party subcontractors/subconsultants at every tier.
23. ADA and Public Accommodations. In performing the Services required hereunder, the Professional agrees to meet all requirements of the Americans with Disabilities Act of 1990, C.R.S. § 24-85-101 *et seq.*, and all applicable rules and regulations (ADA), and all applicable Colorado public accommodation laws, which are imposed directly on the Professional or which would be imposed on the FCURA as a public entity.
24. Technology Accessibility. The Professional represents that the Project Instruments hereunder, shall fully comply with all applicable provisions of C.R.S. § 24-85-101 *et seq.*, and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado Governor's Office of Information Technology (OIT) pursuant to C.R.S. § 24-85-103 (2.5), including all updates and amendments to those standards as provided by the OIT. The Professional shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

To confirm that the Project Instruments meet these standards, the Professional may be required to demonstrate compliance. The Professional shall indemnify, save, and hold harmless the FCURA against any and all costs, expenses, claims, damages, liability, court awards and other amounts (including attorneys' fees and related costs) incurred by the FCURA in relation to the Professional's failure to comply with C.R.S. § 24-85-101, or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to C.R.S. § 24-85-103 (2.5).

The FCURA may require the Professional's compliance to the State's Accessibility Standards to be determined by a third party selected by the FCURA to attest to the Project Instruments and software compliance with C.R.S. § 24-85-101 *et seq.*, and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to C.R.S. § 24-85-103 (2.5).

25. Data Privacy. Professional will comply with all applicable data privacy regulations and laws, specifically including Colorado's Privacy Act, C.R.S. § 6-1-1301 (the Privacy Act). Professional shall ensure that each person processing any personal data connected to the Services is subject to a duty of confidentiality with respect to the data. If applicable, Professional shall require that any subcontractors meet the obligations of Professional with respect to any personal data connected to this Agreement. The Parties agree that upon termination of the Services that Professional shall, at the FCURA's choice, delete or return all personal data to the FCURA unless retention of the personal data is required by law. Professional shall make available to the FCURA all information necessary to demonstrate compliance with the obligations of the Privacy Act. Professional shall allow for, and contribute to, reasonable audits and inspections by the FCURA or the FCURA's designated auditor.
26. Governmental Immunity Act. 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.
27. Colorado Open Records Act. Professional acknowledges that the FCURA is a governmental entity subject to the Colorado Open Records Act, C.R.S. § 24-72-200, *et seq.* (CORA), and documents in the FCURA's possession may be considered public records subject to disclosure under the CORA. The parties agree that this Agreement and all incorporated Exhibits, unless specifically marked as Confidential, are considered public records under the CORA.
28. Delay. Time is of the essence. Subject to Force Majeure, if the Professional is temporarily delayed in whole or in part from performing its obligations, then the Professional shall provide written notice to the FCURA within two (2) business days defining the nature of the delay. Provision of written notice under this Section shall not operate as a waiver of any rights or benefits provided to the FCURA under this Agreement.

29. Force Majeure. No party hereto shall be considered in default in the performance of an obligation hereunder to the extent that performance of such obligation is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the party that could not reasonably have been foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, fires, riots, pandemics, incendiarism, interference by civil or military authorities, compliance with regulations or orders of military authorities, and acts of war (declared or undeclared), provided the cause could not have been reasonably foreseen and guarded against by the affected party. Force majeure shall not include increases in labor, commodity, utility, material, supply, fuel, or energy costs, or compliance with regulations or orders of civil authorities. To the extent that the performance is actually prevented, the Professional must provide notice to the FCURA of such condition within ten (10) calendar days from the onset of the condition.
30. Special Provisions. Special provisions or conditions relating to the Services to be performed pursuant to this Agreement are set forth in Exhibit F - Confidentiality, consisting of four (4) pages incorporated herein.
31. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, the conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority:
  - a. The body of this Agreement (and any written amendment), and
  - b. Exhibits to this Agreement.
32. Prohibited Terms. Nothing in any Exhibit or other attachment shall be construed as a waiver of any provision above. Any terms included in any Exhibit or other attachment that requires the FCURA to indemnify or hold Professional harmless; requires the FCURA to agree to binding arbitration; limits Professional's liability; or that conflicts with statute in any way, shall be void.

[Signature Page Follows]

THE FORT COLLINS URBAN RENEWAL  
AUTHORITY

By: \_\_\_\_\_  
Josh Birks  
Acting Executive Director

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

URBAN LAND CONSERVANCY

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A  
WORK ORDER FORM**

PURSUANT TO A MASTER AGREEMENT BETWEEN  
THE FORT COLLINS URBAN RENEWAL AUTHORITY  
AND  
URBAN LAND CONSERVANCY

**WORK ORDER NUMBER:** PM's Tracking #  
**PROJECT TITLE:** \_\_\_\_\_  
**ORIGINAL BID/RFP NUMBER & NAME:** 10253 Neighborhood Revitalization Partner  
**MASTER AGREEMENT EFFECTIVE DATE:** April 1, 2026  
**SUBCONSULTANT:** If using a 3<sup>rd</sup> party subconsultant  
**WORK ORDER COMMENCEMENT DATE:** \_\_\_\_\_  
**WORK ORDER COMPLETION DATE:** \_\_\_\_\_  
**MAXIMUM FEE** (time and reimbursable direct costs): \_\_\_\_\_  
**PROJECT DESCRIPTION/SCOPE OF SERVICES:** \_\_\_\_\_

PROFESSIONAL agrees to perform the Service(s) identified above and on the attached forms in accordance with and subject to the terms and conditions contained herein and in the Master Agreement (AGREEMENT) between the parties. This Work Order is incorporated into the AGREEMENT, and the AGREEMENT and all prior amendments or other modifications to the AGREEMENT, if any, remain in full force and effect. In the event of a conflict between or ambiguity in the terms of the AGREEMENT and this Work Order (including the attached forms) the AGREEMENT as set forth in the Order of Precedence section of the AGREEMENT shall control.

Pricing stated on this Work Order shall be consistent with the pricing in the AGREEMENT or subsequent renewals as of the Work Order commencement date and will be held firm through completion of this Work Order.

The attached forms consisting of **[choose # of pages]** are hereby accepted and incorporated herein and Notice to Proceed is hereby given after all parties have signed this document.

PROFESSIONAL: \_\_\_\_\_ Date: \_\_\_\_\_  
Aaron Miropol, President & CEO

ACCEPTANCE: \_\_\_\_\_ Date: \_\_\_\_\_  
Joshua A. Birks, Acting Executive Director

**EXHIBIT B  
CHANGE ORDER  
NO.**

PROJECT TITLE:

PROFESSIONAL: [Company Name]

WORK ORDER NUMBER:

PO NUMBER:

ORIGINAL BID/RFP NUMBER & NAME:

DESCRIPTION:

1. Reason for Change: Why is the change required?
2. Description of Change: Provide details of the changes to the Work
3. Change in Work Order Price:
4. Change in Work Order Time:

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|   |           |            |
|---|-----------|------------|
| ORIGINAL WORK ORDER PRICE                   | \$        | .00        |
| TOTAL APPROVED/PENDING CHANGE ORDERS        |           | .00        |
| TOTAL THIS CHANGE ORDER                     |           | .00        |
| TOTAL CHANGE ORDER % OF ORIGINAL WORK ORDER |           | %          |
| <b>ADJUSTED WORK ORDER COST</b>             | <b>\$</b> | <b>.00</b> |

PROFESSIONAL: \_\_\_\_\_  
Aaron Miropol, President & CEO

Date: \_\_\_\_\_

ACCEPTANCE: \_\_\_\_\_  
Joshua A. Birks, Acting Executive Director

Date: \_\_\_\_\_

## **EXHIBIT C GENERAL SCOPE OF SERVICES**

### **Project Initiation & Strategic Workshop**

The Work will commence with a strategic workshop including the Professional, selected subconsultants, FCURA staff, and key City of Fort Collins staff. The purpose of the workshop will be to establish the extent of the Work to be completed under this Agreement.

### **Project Visioning**

Lead a community-informed process ensuring alignment between planning outcomes and the governance/affordability framework that results in a master plan addressing both (a) the multi-property redevelopment area as defined in project initiation at an Overall Development Plan level, and (b) FCURA owned property (primarily the 4.68-acre site at 1636 N. College) at a Preliminary Development Plan level.

### **Governance Structure Development**

Design a governance structure that integrates FCURA leadership, community representation, and development partners — with enforceable affordability protections built in from day one, including:

- A framework to oversee the multi-property redevelopment initiative, including roles and responsibilities for ULC, FCURA, community members, and future development partners.
- Develop a collaborative structure (e.g., multi-property redevelopment framework, advisory committees, community oversight bodies) that give authentic voice to neighborhood residents and small business owners.
- Design and execute ground lease structures that embed long-term affordability covenants — for housing, commercial, and community spaces — ensuring they are enforceable and survive ownership transitions.
- Draft governance documents including operating agreements, reporting protocols, community benefit agreements, and ground lease templates ready for FCURA Board adoption.
- Provide the FCURA Board with full education on ground lease mechanics and comparable models through direct briefings and site tour(s).

### **Community Voice & Engagement**

Collaborate with engagement consultant(s), the FCURA and ULC to design and execute a participation strategy that meets residents and businesses where they are.

- Develop a structured community engagement strategy channeling input from residents, small business owners, cultural organizations, and neighborhood stakeholders.
- Conduct public engagement sessions, with bilingual materials and accessible formats.
- Translate technical development information — ground leases, zoning, financing, phasing — into accessible community-facing formats.

- Act as liaison between neighborhood stakeholders and development/planning teams, ensuring feedback loops are genuine and documented.
- Produce a Community Input Summary Report(s) to inform the master plan concept and other aspects of the Work.

### **Development Advisory Services**

Advise the FCURA on partnership and procurement structures to achieve both (a) a multi-property redevelopment as defined in the project initiation stage of the Work and (b) disposition of portions or all FCURA owned property.

- Advise FCURA on methods of partnering with adjacent property owners to ensure alignment of vision, affordability, and other community benefits (such as, delivering a community center specifically supporting the Spanish speaking population of north Fort Collins).
- Advise FCURA on procurement structure related to the property it owns whether to issue an RFQ, RFP, or negotiate directly, and in what sequence.
- Draft developer solicitation documents that incorporate community benefit requirements, ground lease expectations, and affordability covenants.
- Vet and evaluate respondents against both financial capacity and community benefit alignment.
- Recommend preferred development partner to FCURA consistent with equitable development principles.
- Structure initial term sheet or letter of intent with the selected partner, including ground lease parameters.

### **Construction Support, Ongoing Management & Monitoring**

- Oversee construction processes to ensure community benefit commitments are honored in execution.
- Provide long-term asset management guidance and stewardship of affordability requirements.
- Monitor and publicly report on project compliance with adopted plans, agreements, and commitments throughout the duration of this Agreement.

### **Additional Advisory Responsibilities**

- Advise on monetary decisions to maximize community interests within the governance framework.
- Provide independent review of project compliance and publish public-facing progress reports.
- Guide on when and how to transition this partnership from a fee-for-service model to a performance-based compensation approach — and structure that transition.

**EXHIBIT D  
COMPENSATION**

The following pricing shall remain fixed for the initial term of this Agreement. Any applicable price adjustments may only be negotiated and agreed to in writing at the time of renewal.

**Urban Land Conservancy:**

Personnel:

|                 |                |
|-----------------|----------------|
| General Staff   | \$250 per hour |
| CEO & President | \$350 per hour |

In-Person Tours:

|               |         |
|---------------|---------|
| Half-Day Tour | \$4,000 |
| Full Day Tour | \$7,000 |

Expenses & Supplies:

|                        |                       |
|------------------------|-----------------------|
| Vehicle Charge         | IRS Rate / mile       |
| Meal Per Diem          | IRS Rate / meal       |
| Lodging                | Cost plus 7.5 percent |
| Miscellaneous charges* | Cost plus 7.5 percent |

\*Miscellaneous charges, including shipping charges, materials, or other contracted services

**Subconsultants:**

Personnel:

As per fee sheets attached to a specific Work Order and approved in writing by the FCURA.

Expenses & Supplies:

As per the same rates used by the Professional.

## EXHIBIT E INSURANCE REQUIREMENTS

The Professional will provide, from insurance companies acceptable to the FCURA, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this Agreement, the Professional shall furnish the FCURA with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies.

In case of the breach of any provision of the Insurance Requirements, the FCURA, at its option, may take out and maintain, at the expense of the Professional, such insurance as the FCURA may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Professional under this Agreement.

Insurance certificates should show the certificate holder as follows:

FCURA of Fort Collins  
Purchasing Division  
PO Box 580  
Fort Collins, CO 80522

**The FCURA, its officers, agents and employees shall be named as additional insureds on the Professional 's general liability and automobile liability insurance policies by marking the appropriate box or adding a statement to this effect on the certificate, for any claims arising out of work performed under this Agreement.**

Insurance coverages shall be as follows:

- A. Workers' Compensation & Employer's Liability. The Professional shall maintain during the life of this Agreement for all of the Professional's employees engaged in work performed under this agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee, or as required by Colorado law.
- B. General Liability. The Professional shall maintain during the life of this Agreement such General Liability as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for General Liability, shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.
- C. Automobile Liability. The Professional shall maintain during the life of this Agreement such Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for Automobile Liability, shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.
- D. Errors & Omissions. The Professional shall maintain errors and omissions insurance in the amount of \$1,000,000.

In the event any work is performed by a subcontractor, the Professional shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

## **EXHIBIT F CONFIDENTIALITY**

IN CONNECTION WITH SERVICES provided to the Fort Collins Urban Renewal Authority (the "FCURA") pursuant to this Agreement (the "Agreement"), the Professional hereby acknowledges the following with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as "information") that are the property of and/or relate to the FCURA or its employees, customers or suppliers, which access is related to the performance of services that the Professional has agreed to perform, the Professional hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the FCURA may be confidential and/or proprietary. FCURA will clearly identify in writing any information that is confidential or proprietary. The Professional agrees to treat as confidential (a) all information that is owned by the FCURA, or that relates to the business of the FCURA, or that is used by the FCURA in carrying on business, and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the FCURA). The Professional shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the FCURA. Further, the Professional shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the FCURA.

The foregoing to the contrary notwithstanding, the Professional understands that it shall have no obligation under this Agreement with respect to information and material that (a) becomes generally known to the public by publication or some means other than a breach of duty of this Agreement, or (b) is required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (b) above, the Professional shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the FCURA in writing of each such disclosure.

In the event that the Professional ceases to perform services for the FCURA, or the FCURA so requests for any reason, the Professional shall promptly return to the FCURA any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Professional understands and agrees that the FCURA's remedies at law for a breach of the Professional's obligations under this Confidentiality Agreement may be inadequate and that the FCURA shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.