

NEIGHBORHOOD CONNECTION GRANT PROGRAM: Spark Grant

This Grant Agreement is made to be effective the 4th day of May, 2018, by and between Nobel Park 2 HOA, (the “Grantee”), and the City of Boulder, a Colorado municipal corporation (the “City”).

RECITALS

A. Neighborhood Services in the City Manager’s Office offers Neighborhood Connection Grants to members of the community with the following goals:

- Increase opportunities for neighbors to meet and get to know each other
- Provide community-building resources to under-resourced neighborhoods
- Enhance community resilience through personal connections

Neighborhood Connection Grants are designed to increase opportunities for neighbors to get to know each other in fun, relaxing and positive ways, creating pathways for communication, collaboration and resilience.

B. The Grantee submitted a proposal detailing specifications for the project. The project will create an engaging community space in the common park owned jointly by two HOAs, building neighborhood relations across organizations as well as providing a gathering place for all. (“the “Project”).

C. Based on the review of the Grantee’s proposal, the City has determined to provide a grant award to the Grantee subject to the terms of this Agreement.

COVENANTS

NOW THEREFORE, in consideration of the recitals, and for other good and valuable considerations, the parties agree as follows:

1. Grant Award. Based on the review and evaluation of the application for the City has approved an Enhancement Grant award to the Grantee in the amount not to exceed \$1300 (“Grant Award”) for the Project.

2. Compliance with Grant Application. The Grantee agrees to comply with all the City requirements as set forth in Grantee’s grant application, attached hereto as **Attachment 1** and incorporated herein by this reference, and this Agreement. The Grant Award referenced herein shall be used exclusively for the purpose(s) set forth in the grant application and for no other purpose without the expressed written consent of the City.

3. Payment. This agreement, once signed, will be submitted to City Finance along with a grant invoice. The city will make every effort to disburse funds within three weeks of submission of the signed agreement and grant invoice.

The Grant Award must be used within one year of the date of this Agreement which deadline may be extended by written permission of the City of Boulder. Any funds not spent shall be returned to the Neighborhood Connections Grant Program within thirty days of the one-year anniversary of this agreement or of any extension.

4. Reporting Obligations. Grantee agrees to deliver a completed grant budget report one month after the project's completion using the form provided by the City. Failure to submit the report by the due date may result in loss of any remaining grant funds and loss of the Grantee's eligibility to apply for future City of Boulder grants.

5. Independent Contractor. The parties to this Agreement intend that the relationship of the Grantee to the City is solely that of an independent contractor. No agent, employee or volunteer of the Grantee shall be deemed to be an agent, employee or volunteer of the City.

6. Permits. The Grantee is responsible for obtaining all necessary permits required by the Boulder Revised Code.

7. Credit and Promotion. All publicity for City funded projects must include the following credit line: "This project is funded in part by a grant from the Neighborhood Services department of the City of Boulder." In lieu of the credit line, the City of Boulder logo may be used.

Additionally, the Grantee agrees that any photographs and/or videos of work funded under this Agreement and may be used by the City for education, public relations, promotional and other non-commercial purposes.

8. Annual Appropriation. The City's financial obligations under this Agreement in future fiscal years are subject to annual appropriation in accordance with Colorado law.

9. Indemnification. Grantee shall indemnify and hold harmless the City, its elected officers, employees and agents with respect to any claims, actions, liability, or judgments arising from any acts or omissions of the Grantee or of any of the Grantee's officers, employees, agents or volunteers. As part of this obligation, Grantee shall pay all court costs and reasonable attorney's fees incurred by the City in connection with these claims, etc., including an amount to pay for the time, if any, of the City Attorney's office spent on such claims at generally prevailing rates.

10. No City Liability. The Grantee acknowledges that neither the City nor any of the City's authorized representatives accept any responsibility or liability in respect of any claim or cause of action arising out of, or in relation to the Grant Award. Notwithstanding any other provisions of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

11. Termination. The City reserves the right to terminate this Grant Award in whole or in part with or without cause.

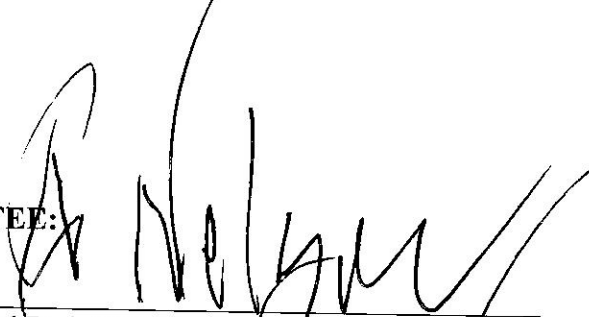
12. No Assignment. Neither party shall assign, sublet, or transfer any interest in this

Agreement without the written consent of the other.

13. Governing Law. This Agreement is governed by the laws of the State of Colorado. Any suit between the parties arising under this Agreement shall be brought only in a court of competent jurisdiction for the Twentieth Judicial District of the State of Colorado.

[Signature Page Follows]

GRANTEE:


For Nobel Park 2 HOA

Print Name:

AUDREY NELSON, VP NP2

By: _____

Brenda Ritenour
Neighborhood Liaison
City Manager's Office

**CITY OF BOULDER, a Colorado
home rule city**