



INITIATIVE

October 23, 2021

Michele K Waite  
City of Longmont  
910 Longs Peak Ave.  
Longmont, CO 80501

Dear Michele,

Congratulations! NextFifty Initiative has reviewed the application you submitted for "Firestops for Housing properties" and we are excited to work with you as your organization aims to positively change the landscape of aging!

Based on the information provided and the availability of funds, we will fund your request at \$15,000.00 (specific details of your award are outlined in the enclosed Grant Agreement). NextFifty Initiative staff member Jillian Kelly is your Program Officer and will work with you on this award. Please direct all questions about the grant to this individual.

All funds awarded are contingent on fulfillment of Conditions of the Grant Award. These conditions are listed in the enclosed agreement. Please read this agreement thoroughly. Also enclosed is an ACH Payment form. Complete, sign, and date the documents and return them to NextFifty Initiative via DocuSign **no later than November 29, 2021. Failure to return the executed documents to NextFifty Initiative by November 29, 2021, may result in the forfeiture of your grant.** Funds will not be released until the documents are signed and returned by the aforementioned date. A copy of the fully executed agreement will be sent to you via DocuSign. Should you have any questions, please contact your Program Officer.

If something occurs to delay implementation or progress of the grant or to alter the goals, intended use of funds, or request primary contact identified in the grant application, please contact your Program Officer as soon as possible.

Your grant award provides a great opportunity to promote the work you are doing with and for older adults! When sharing news about your grant award, we request that you specifically note that funding was made available by NextFifty Initiative. Please do not release any announcements or promotional materials until you have received your copy of the fully executed grant agreement and communication toolkit. The toolkit includes resources to make it easier to share this news with your community.

Additionally, we recognize that stories are an effective method of expressing the impact of the work you do. If you have a compelling story that relates to your work or to this project, please share with us as we would be honored to hear about it. We may feature some of these stories on our website and in other communications.

We are thankful for the work you are doing and are excited for this opportunity to collaborate in improving the future of aging.

Sincerely,

A handwritten signature in black ink, appearing to read "Diana McFail". The signature is fluid and cursive, with the first name "Diana" being more prominent than the last name "McFail".

Diana McFail  
President and CEO

Enclosure

## **GRANT AGREEMENT**

This GRANT AGREEMENT (the "Agreement") is made effective this \_\_\_\_ day of \_\_\_\_\_ 2021) by NextFifty Initiative, a Colorado nonprofit corporation ("NFI"), and City of Longmont ("Grantee").

NFI agrees to issue, and Grantee agrees to accept, a grant in the amount of \$15,000.00 (the "Grant"), subject to the terms of this Agreement.

1. NFI shall issue the Grant within days following its receipt of this Agreement, bearing the signature of Grantee's authorized representative.
2. Grantee shall use the Grant exclusively for charitable, educational, and/or scientific purposes as described in Code section 170(c)(2)(B). Specifically, Grantee shall apply all Grant funds as provided in its Grant Application, which is attached to this Agreement and incorporated by this reference.
3. Grantee shall not use any portion of the Grant funds: (a) to carry on propaganda, or otherwise to attempt, to influence legislation; (b) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive; or (c) to undertake any activity that is not in furtherance of charitable, scientific, and/or educational purposes.
4. Grantor may withhold or suspend payment of any Grant amount, or may terminate this Agreement in its entirety, if NFI determines, in its sole and absolute discretion, that Grantee: (a) without NFI's written consent, has used any portion of the Grant funds in a manner other than described in Section 1 or otherwise breached the terms of this Agreement; (b) has been dissolved, whether voluntarily or involuntarily; (c) has become insolvent; or (d) ceases to be exempt from federal income taxation as an organization described in Code section 501(c)(3).
5. Grantee shall provide NFI such information regarding Grantee's use of the Grant funds as NFI shall reasonably request from time to time. To that end, Grantee shall maintain records of all Grant-related receipts and expenditures for at least four years following the completed use of Grant funds and shall make such records available to NFI at reasonable times for any purpose regarding Grantee's use of the Grant.
6. To the extent permitted, but as expressly limited by applicable law, Grantee shall indemnify, defend, and hold NFI harmless from and against any and all liabilities, costs, and expenses, including without limitation attorneys' fees, arising from: (a) Grantee's use of the Grant funds; or (b) Grantee's performance or non-performance of any activities described in the Grant Application.
7. Grantee acknowledges that nothing in this Agreement obligates NFI or implies a commitment by NFI to provide additional funding to Grantee beyond payment of the Grant. However, Grantee's use of Grant funds and activities under the terms of this Agreement may be considered by NFI in connection with other grant applications or agreements involving Grantee.

8. No joint venture, partnership, agency, employer-employee, or similar relationship is created by this Agreement or Grantee's related conduct.

9. Any provisions of this Agreement which cannot be completed before the use of all Grant funds or termination of this Agreement, shall survive completion of the activities described in the Grant Application and/or termination of this Agreement.

10. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to the law of conflicts of any jurisdiction.

11. This Agreement contains the entire agreement between the parties relating to the Grant and supersedes all prior negotiations, agreements, representations and understandings, if any, whether oral or written, between the parties concerning the Grant. This Agreement may be modified only by written agreement of the Parties

**[Signature page follows.]**

IN WITNESS WHEREOF, the parties have executed this Agreement by their signatures below.

**GRANTOR**

**NEXTFIFTY INITIATIVE**

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

Name: Diana McFail

Title: President & CEO

**GRANTEE**

**CITY OF LONGMONT**

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

Name: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROOFREAD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM AND SUBSTANCE:

\_\_\_\_\_  
ORIGINATING DEPARTMENT

\_\_\_\_\_  
DATE

CA File: 21-001496

## INSTRUCTIONS FOR COMPLETING ACH PAYMENT FORM

In order to expedite your funding, we ask that you complete the attached ACH Payment Form, which also requires uploading a copy of a voided check. Click on the attachment link in the ACH form, next to the signature line, to attach the check (see image below). If you have any questions, this [link](#) provides further instruction.

DocuSign is a secure system, and your data is protected. To read more about DocuSign's security, click on this [link](#).

