

**Grant Agreement**

(Grant for City of Commerce City Contracting with Third Party Contractor)

Parties:	Sonoran Institute (“ <b>SI</b> ”) and City of Commerce City (the “ <b>City</b> ”)
Project:	Xeriscape Demonstration Gardens
Contractor:	City of Commerce City or a third party with which Commerce City contracts (the “ <b>Contractor</b> ”)
Services:	Design of two small xeriscape demonstration gardens.
Grant Amount:	[not to exceed] \$10,000
Grant Date:	June 18, 2024
Project Completion Date:	June 18, 2025

This Grant Agreement (the “**Agreement**”) describes the terms under which SI will provide a grant to the City (the “**Grant**”) for technical assistance for the Project, which funds the City will use to retain the Contractor to provide the Services to the City.

**Background:** Water will be one the most critical issues facing our communities, economies, and environment in the next decade as we adjust to less and more variable precipitation. SI supports communities seeking to integrate these water challenges into their land use plans and regulations. Through **Growing Water Smart**, a joint program of SI and the Lincoln Institute’s Babbitt Center for Land and Water Policy, communities have brought together planners, water providers, elected officials, and interested citizens to develop strategies to reduce water demand and address water challenges. Participating communities, such as the City, will implement strategies and make meaningful changes in the way their communities develop in the new water reality.

City applied to SI, and SI awarded the City, the Grant, up to the Grant Amount, for the Project. The City has made a legislative decision to engage in the Project, and will use the Grant funds to retain Contractor to provide the Services to the City.

**Project Scope:** The City will retain Contractor to perform the Services for the City, to be completed by the Project Completion Date. The scope of work included in the Services, and the deliverables by the Contractor, are described on the attached Exhibit A.



**Obligations of City:** In addition to its obligations under its contract with the Contractor, the City also shall provide staff resources and information as reasonably requested by the Contractor in a timely manner. As a condition of receiving the Grant funds, the City also shall provide SI with the reports and deliverables listed on Exhibit B.

**Term:** The term of this Agreement will be 12 (twelve) months (“Term”).

**General Conditions:**

1. **Amendments:** Changes to this Agreement (such as changes to Project scope or Contractor Tasks and Deliverables) may be made only upon agreement of both Parties.
2. **No Warranty:** SI does not warrant the work of Contractor, which is provided to City by Contractor without representation or warranty by SI. City will look solely to Contractor in any

- dispute over the quality or sufficiency of the Contractor's Services, or whether Contractor has complied with the terms of Contractor's contract with City.
3. **Financial Obligations:** This Agreement does not create a multiple fiscal year direct or indirect debt or other financial obligation. Any financial obligations of the City are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.
  4. **Notices:** The contact person and information for each party are listed in the signature blocks. This Agreement may be executed electronically, and notices also may be sent electronically.
  5. **Publicity:** City agrees that SI may include information about this Grant, including City's name, in its periodic public reports and may make such information available on SI's website and as part of press releases, public reports, speeches, newsletter, tax returns, and other public disclosures. City will obtain SI's prior approval for any media release or other public announcement regarding this Grant or otherwise making any public use of SI's name or logo, other than as required by law (e.g., public records and Open Meeting laws).
  6. **Termination:** SI may modify, suspend, or discontinue the Grant or terminate this Agreement if: (a) necessary to protect the SI's purposes and tax-exempt status; (b) SI is not reasonably satisfied with City's progress toward the Project goals; or (c) City fails to comply with this Agreement.
  7. **Waiver:** City acknowledges that SI has no obligation to indemnify the City from any claim or lawsuit arising out of the Project or the City's use of the Grant to obtain the Services. City also waives any claim it might have against SI arising out of the Project or the City's use of the Grant to obtain the Services.
  8. **No Pledge:** This Agreement is not a pledge or commitment by SI to make any additional grants to City, for the Project, or for any other project or purpose.
  9. **Appropriation.** The Agreement will neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of the City based on the City's ability to terminate the Agreement. The City has made no promise to continue to budget funds beyond the current fiscal year and that the City has and will pledge adequate cash reserves on a fiscal-year by fiscal-year basis.


<p><b>SONORAN INSTITUTE:</b></p> <p> Jun 27, 2024</p> <p>Signature Date</p> <p><b>Kim Egita</b></p> <p>Name</p> <p>CFAO Title</p> <p><u>Contact information:</u> Sonoran Institute 5049 E Broadway Blvd., Suite 127 Tucson, AZ 85711 (520) 290-0828 ext. 1004 Email: <a href="mailto:accounting@sonoraninstitute.org">accounting@sonoraninstitute.org</a></p> <p><u>Submit invoices to:</u> Attn: Accounts Payable <u>All other inquiries to:</u> Attn: Contract Manager <u>Include the Contract Number</u> on all invoices and communications.</p>	<p><b>CITY:</b></p> <p> Jun 27, 2024</p> <p>Signature Date</p> <p>Name: Theresa Wilson</p> <p>Title: Director of Finance</p> <p><u>Contact information:</u> City of Commerce City, Finance Department 7887 E. 60th Avenue, Commerce City, CO 80022 (303) 289-8102 Email: <a href="mailto:twilson@c3gov.com">twilson@c3gov.com</a></p>
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Attest:

Name: Dylan Gibson

Title: City Clerk

Email: [dgibson@c3gov.com](mailto:dgibson@c3gov.com)

Signature:  \_\_\_\_\_

Date: Jun 27, 2024

Approved as to form:

Name: Sarah Geiger

Title: Acting

Deputy City Attorney

Email: [sgeiger@c3gov.com](mailto:sgeiger@c3gov.com)

Signature: *Sarah L. Geiger* \_\_\_\_\_

Date: Jun 27, 2024

## Exhibit A

### Contractor Tasks and Deliverables

#### Tasks:

- Research City-owned properties and identify at least two locations for a xeriscape garden.
- Create a comprehensive design plan for at least one (1) xeriscape demonstration garden that utilizes the City-approved plant list, sustainable irrigation systems, hardscape features, and educational signage.
- Design adaptable modifications to the comprehensive design plan suitable for implementation in two distinct areas.

#### Deliverables:

- Report that outlines the reason for selecting identified properties.
- One conceptual plan illustrating the overall layout and design of the xeriscape demonstration garden.
- Maintenance and operational guidelines, pest control methods, and plans for seasonal variations that apply to the comprehensive design plan.

## **Exhibit B**

### **City Deliverables**

**Progress Reports:** The City shall submit Project Progress Reports to SI quarterly during the Project Term. These reports are due within five business days after the end of the quarter: September 18, 2024, December 18, 2024, March 18, 2025, and June 18, 2025. Each report, delivered by email to [growingwatersmart@sonoraninstitute.org](mailto:growingwatersmart@sonoraninstitute.org), shall describe the status of all Project items and Contractor deliverables.

**Summary Report:** The City shall submit a Summary Report to SI promptly after completion of the Project, or within 30 days of the Project Completion Date, whichever first occurs. The Summary Report shall describe the Project's major accomplishments, challenges, actions taken to overcome challenges, usefulness of the Contractor's services, additional funding leveraged to support the product, water savings calculations (if applicable), and next steps and implementation schedules by the City. A template will be provided by SI. An invoice requesting reimbursement for costs incurred up to the grant maximum should be sent with the summary report.

### **Other Deliverable(s):**

- A copy consultant's project deliverables in Exhibit A.
- 1-2 page case study report that includes an overview of the project, outcomes, photos, and lessons learned that may benefit other Growing Water Smart communities.
- Please notify SI staff of any public meetings associated with the Technical Assistance project. City staff involved in this project may be asked by SI to present the results of the Technical Assistance project through a venue such as online webinar or in-person meeting.












# CON-0427 City of Commerce City FINAL GA


Final Audit Report

2024-06-27

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