

**Intergovernmental Agreement
Between Boulder County and Town of Erie
Concerning Boulder County's Environmental
Sustainability Matching Grant Program**

This Intergovernmental Agreement (the "Agreement") is entered into by the County of Boulder, a body corporate and politic of the State of Colorado, acting by and through its Board of County Commissioners ("Boulder County" or "County"), and the Town of Erie, a Colorado municipality (the "Recipient") (each, a "Party" or, collectively, the "Parties")

RECITALS

A. The Colorado Constitution Article XIV, Section 18(2)(a) and C.R.S. §29-1-201 et. seq provide that political subdivisions of the State may contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating units; and

B. In 2013, Boulder County created and implemented the Sustainability Matching Grant Program (the "Program"), which provides an opportunity for governmental organizations within Boulder County to undertake environmental sustainability priorities within their communities and helps the county leverage community resources for a coordinated, regional approach to environmental sustainability; and

C. In February 2018, Boulder County selected recipients of the sustainability grant awards under the Program, including this award to the Recipient in support of water conservation services and incentives to residents and businesses, in an effort to meet the conservation goals set by the Town's Water Conservation Plan (the "Project").

D. The interests of the public are best served by the County and the Town entering into this Agreement.

AGREEMENT

In consideration of the covenants set forth herein and the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Recipient's Obligations. The Recipient shall complete the Project, expending no less than \$4,675.00 of its own funds on such Project (the "Matching Funds") and the Recipient shall report to the County as described under Item 3 below.

2. Grant Award. Boulder County hereby awards the Recipient \$14,000.00 (the "Award") in support of the Project. The Award shall be paid to the Recipient upon execution of the Agreement.

3. Reporting. In accordance with the scope of work as set forth in Exhibit B, attached, the Recipient shall report to the County on the progress of the Project and on the expenditure of Award funds and Matching Funds for the project, on the fourteenth day following

each quarter (July 14 and October 14, 2018 and January 14 and April 14, 2019) using the format of the reporting template attached hereto as Exhibit A.

4. **Term of Agreement.** This term of this Agreement shall be as the date of its execution as set forth on the signature page attached to this Agreement. Subject to the annual appropriations, this Agreement shall remain in effect until the completion of the Project, as indicated in Exhibit B, or December 31, 2019, whichever is sooner.

5. **Modification.** This Agreement may be altered, amended, or repealed only on the mutual agreement of the County and the Recipient by a duly executed written instrument. The financial obligations contained in this Agreement may be adjusted from time to time, subject to annual appropriations of the governing Party.

6. **Assignment.** This Agreement shall not be assigned or subcontracted by either Party without the express prior written consent of the other Party.

7. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the Parties.

8. **Choice of Laws.** The laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement. Any litigation that may arise between the Parties involving the interpretation or enforcement of the terms of this Agreement, shall be initiated and pursued by the Parties in the Boulder Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

9. **Waiver of Breach.** Any waiver of a breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

10. **Integration.** This Agreement cancels and terminates, as of its effective date, all prior agreements between the Parties relating to the services covered by this Agreement, whether written, oral, or partly written and partly oral.

11. **No Indemnification.** Neither Party indemnifies the other Party. The County and the Recipient each assume responsibility for the actions and omissions of its own agents and employees in the performance or failure to perform work under this Agreement. It is agreed that such liability for actions or omissions of their own agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as the same may be later amended. By agreeing to this provision, the Parties do not waive nor intend to waive the limitations on liability which are provided to the Parties under the Colorado Governmental Immunity Act § 24-10-101 et seq., C.R.S., as amended.

12. **Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13. No Third Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Recipient, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Agreement that any person receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

14. Not Agent or Representative. Neither Party is an agent or representative of the other Party and shall have no authority under this Agreement or otherwise to make representations or commitments, verbal or written, on behalf of the other Party without that Party's express prior consent.

15. No Multiple-Fiscal Year Obligation. All of the Party's financial obligations under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of either Party's credit, or a payment guarantee by either Party to the other.

16. Counterparts. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the latter day and year indicated below.

Executed by Boulder County on _____.
(date)

BOULDER COUNTY

Michelle Krezek, Commissioners Deputy
Boulder County

Executed by Recipient on _____.
(date)

RECIPIENT

Mayor

ATTEST:

APPROVED AS TO FORM:

Exhibit A – Quarterly Reporting

Boulder County Sustainability Matching Grant Program Local Funding and Cash Match Reporting

Grantee:		Grant Year: 2018	
Project Title:		Project Duration: Start: End:	
Prepared by:		Which Calendar Quarter does this Report cover?	
Date:	Phone:	Q1 (Jan - Mar) Q3 (Jul - Sep)	
Type of Report (Circle one)	Quarterly Progress Report	Final Report	Q2 (Apr - Jun) Q4 (Oct - Dec)

EXPENDITURES

	Fund Source	Approved Budget (Adjust According to Your Approved Budget)	A Expenditures beginning of quarter (C on previous report)	B Expenditures This Quarter	C Total Expenditures to Date (A + B)
Project A	Grant	\$ 14,000.00	\$ -	\$ -	\$ -
	Cash Match	\$ 4,675.00	\$ -	\$ -	\$ -
	Other Contribution	\$ -	\$ -	\$ -	\$ -
	Project Total	\$ 18,675.00	\$ -	\$ -	\$ -

****REQUIRED GRANTEE SIGNATURES:** I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.

Financial Officer's Signature/Date

Project Director's Signature/Date

Quarterly reports are due 14 days following each calendar quarter.
Reports should be submitted via email to lyancey@bouldercounty.org.

Exhibit A – Continued

Boulder County Sustainability Matching Grant Program Programmatic Reporting

Grantee:		Grant Year: 2018	
Project Title:		Project Duration: Start: End:	
Prepared by:		Which Calendar Quarter does this Report cover?	
Date:	Phone:	Q1 (Jan - Mar)	Q3 (Jul - Sep)
Type of Report (Circle one or Make Bold Font)	Quarterly Progress Report	Final Report	Q2 (Apr - Jun) Q4 (Oct - Dec)

Progress Reporting

Objective and
expected
outcomes for
your
sustainability
matching grant

--

Describe
progress made
this quarter

--

Describe any
challenges or
delays for the
project

--

Please list the
outcomes of this
project to-date
(quantitative or
qualitative)

--

Other?

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****REQUIRED GRANTEE SIGNATURES:** I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.

Project Director's Signature/Date

Quarterly reports are due 14 days following each calendar quarter.
Reports should be submitted via email to lyancey@bouldercounty.org.

Exhibit B – Scope of Work

The original application was revised slightly as follows:

Town of Erie proposes funding of \$14,000 to offer water conservation services and incentives to residents and businesses in Boulder County, such as outdoor water audits, xeriscaping, and water conservation seminars, in partnership with Resource Central. The project aims to conserve water and meet the conservation goals set by the Town's Water Conservation Plan.

Program costs include, but not limited to, the following:

- Slow The Flow Outdoor Audits (residential and commercial/non-residential)
- Garden In A Box
- Water Wise Seminar
- High Efficiency Washing Machine Rebates
- Advertising/Education Material

See below for more information from the application.

Exhibit B - Continued

From: [Wufao](#)
To: [Boerkircher, Gabi](#); [Yancey, Lea](#)
Subject: 2018 Sustainability Matching Grant Application [#2]
Date: Friday, February 02, 2018 4:14:04 PM

Community Name *	Town of Erie
Tax ID # *	9804943
Project Coordinator Name & Title *	Lyndsy Willette, Administrative Specialist
Mailing Address *	 645 Holbrook Street PO Box 750 Erie, CO 80516 United States
Project Coordinator Phone Number *	(303) 926-2870
Project Coordinator Email Address *	lwillette@erieco.gov
Proposed Start Date for Project *	Monday, June 11, 2018
Does this project meet an environmental priority within the applicant's municipality? *	• Yes
Will this project be completed within a 12 month time frame? *	• Yes
Will your team provide acknowledgement that your municipality is receiving funding from Boulder County to support this project? *	• Yes
What community will this project serve? *	The Town of Erie provides water and wastewater services to residential customers in addition to commercial and municipal users, in Weld and Boulder counties. Resource Central's (formerly Central for Resource Conservation) Slow the Flow program serves the Town of Erie utility customers in both Weld and Boulder County.

What are the goals of your community for this project? *

The development of attainable water conservation goals is important to the success of a conservation program. Goals provide a specific set of standards that can be used to gauge the effectiveness of a program as well as clearly define the programs intention. The following goals were developed by Erie Town staff to target a specific amount of water conservation savings while implementing activities that are sustainable, equitable and compatible with community values.

1. Achieve a per capita water use of 146 gpcd by 2020 for first-use water.
2. Achieve an indoor residential per capita water use of 42 gpcd by 2020.
3. Achieve a 1% reduction in the percentage of non-revenue water by 2020 and consistently maintain an annual percentage of non-revenue water below 6%.
4. Continue to expand Erie's reuse system to fully develop Erie's reusable Windy Gap units.
5. Implement conservation activities that are compatible with the community and are sustainable

Exhibit B - Continued

from an economic, social and environmental perspective.

6. Maintain a fair and equitable water rate structure that promotes efficient use while maintaining sufficient revenue.

What environmental sustainability benefits will your project provide to the local community? *

An irrigation audit is designed to pinpoint inefficiencies in an irrigation system, which contributes to water waste, unnecessary runoff possibly affecting community water quality, and increased run-time and maintenance costs. Erie residents will benefit from Resource Central's Slow the Flow Outdoor Audit by: learning how to adjust watering schedules, discovering broken sprinkler lines and heads, learning how to adjusting head spacing and types, and determining the proper pressure for their irrigation system. When implementing the recommendations from the audit, commercial and residential irrigation systems will use less water, reduce irrigation runoff (protecting stream water quality), and increase the cost effectiveness of the system. This program is valuable in studying the irrigation water use in the Town, and provide a service to Town residents. The program also meets conservation goals set by Northern Colorado Water Conservation District for the Windy Gap Project, Northern Integrated Supply Project and the Town of Erie's Water Conservation Plan.

*

Resource Central – Slow the Flow, Outdoor Audits Program.

The Town of Erie has and continues to participate annually in Resource Central's Slow the Flow Outdoor Audit program, Garden In a Box program, Water Wise Seminars, and previously their Indoor Slow the Flow Audits. The benefit of their Slow the Flow Outdoor Audit program is to teach residents how to better manage their irrigation, creating less waste and better water management. Residents learn how to adjust watering schedules, discovering broken sprinkler lines and heads, learn how to adjust head spacing and type, and determine the proper pressure for their irrigation system. Resource Central provides us with an Annual Report and has conducted an analysis of the conservation impact of the irrigation inspection program within the Town of Erie. In 2008, there were 141 residential inspections and in 2009, 136 residential inspections.

The analysis indicated those who participated in the program saw significant water savings in the two years following the inspection. For the 2008 inspections, an average savings per household inspected comparing 2009 to 2007 was 11,592 gallons and comparing 2010 to 2007 was 12,061 Gallons. For the 2009 inspections, an average savings comparing 2010 to 2008 was 13,911 gallons and comparing 2011 to 2008 was 11,096 gallons. In 2017, Resource Central completed 1,782 residential inspections and 42 commercial inspections overall for all program participants. Based on an average savings of 5,000 gallons of water per participant in the first season, Resource Central estimated annual water savings of 8.9 million gallons in 2017.

Amount requested from Boulder County (cannot exceed \$15,000) *	14025
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Applicant cash contribution (cash match of 25% is required – see Additional Information section below)	4675
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Other community contribution (includes outside funding) *	0
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Exhibit B - Continued

Total project budget 18700
(add previous three fields) *

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Conservation is an important part of the Town of Erie's water management strategy. During the development of the Town of Erie Water Conservation Plan, a variety of water conservation measures and programs were evaluated to determine their compatibility with Erie's objectives and water supply system and their ability to achieve the target water conservation savings.

An important component to water conservation is obtaining long-term water savings that reduce water demands. Erie is a growing community that will need to acquire additional water supplies to meet its growing demands. Erie closely monitors its population and water use and uses this information along with projected population and water use trends to determine when additional water supplies should be acquired. Long-term reductions in annual demands can defer the timing under which new supplies are acquired.

On behalf of the Town of Erie, I appreciate your time and consideration of our request for funding toward Resource Central's Slow the Flow Outdoor Audit Program and I look forward to hearing from you.
