

**GRANT AWARD LETTER****SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

<b>State Agency</b> Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St., Denver CO 80203	<b>Agreement Number</b> CMS 178390 CTGG1 2023-2262 <b>Grant Amount</b> \$290,713.00
<b>Grantee</b> Denver Department of Public Health and Environment Environmental Quality Division (DDPHE)	
<b>Grant Issuance Date</b> The earlier of the Effective Date or 03/01/23	
<b>Grant Expiration Date</b> 03/01/2028	<b>Local Match Amount</b> \$199,920.00
<b>Grant Authority</b> No funding end date per 2018 CWCB projects bill, HB21-1260, section 11, Implementation of the Colorado Water Plan Appropriation.	

**Grant Purpose**

Funding will be used to develop a graywater education and outreach program to help increase the adoption of graywater in Denver. The program will include door-to-door outreach in communities of need, workshops for homeowners and installers, and the establishment of an incentive fund for homeowners and builders / developers.

**Exhibits and Order of Precedence**

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget.
3. Exhibit C, PII Certification

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:


1. The provisions of the other sections of the main body of this Grant.
2. Exhibit A, Statement of Work.
3. Exhibit B, Budget.

<b>Principal Representatives</b>	
For the State:	For Grantee:
Kevin Reidy	Jon Novick
Colorado Water and Conservation Board	Denver Dept. of Health and Environment
1313 Sherman St. Rom 718	Environmental Quality Division
Denver, CO 80203	201 W. Colfax, Dept. 800, Denver CO 80202
kevin.reidy@state.co.us	<a href="mailto:jon.novick@denvergov.org">jon.novick@denvergov.org</a>
303-866-34410 x3252	720-865-5468

**SIGNATURE PAGE****THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

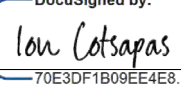
This Agreement may be executed in any number of counterparts, and using separate signature pages. Each such executed counterpart and each counterpart to which such signature pages are attached shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

<p style="text-align: center;"><b>GRANTEE</b></p> <p>Denver Department of Public Health and Environment, Environmental Quality Division (DDPHE)</p> <p><i>***The City and County of Denver has provided their signature page(s) for this agreement – see incorporated supplemental signature page(s)***</i></p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Printed Name</p> <p style="text-align: center;">_____ Signatory's Title</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;">Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director Colorado Water Conservation Board</p> <p>DocuSigned by: </p> <p style="text-align: center;">323B853CC868467...      Signature</p> <p style="text-align: center;">Anna Mauss, P. E. _____ Printed Name</p> <p style="text-align: center;">Chief Operating Officer _____ Signatory's Title</p> <p>Date: February 14, 2023   9:55 AM PST</p>
--	---

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

DocuSigned by:  


70E3DF1B09EE4E8...      Signature

Ion Cotsapas  
\_\_\_\_\_  
Printed Name

DNR Procurement Director  
\_\_\_\_\_  
Signatory's Title

February 23, 2023 | 11:45 AM MST

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

**Contract Control Number:** ESEQD-202366516  
**Contractor Name:** STATE OF COLORADO  
COLORADO WATER CONSERVATION BOARD

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of: 2/2/2023 | 11: 22 AM PST

**SEAL**



**CITY AND COUNTY OF DENVER:**

**ATTEST:**

DocuSigned by:  
*Audrey Kline*  
E0F80F841070488...  
Deputy Clerk and Recorder  
Audrey Kline

By: DocuSigned by:  
*Laura E. Aldrete*  
430BB746635A4FD...  
Deputy Mayor  
Laura E. Aldrete

**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By: DocuSigned by:  
*Lindsay Walton*  
0FFB6D712D300413...  
Assistant City Attorney  
Lindsay Walton

**REGISTERED AND COUNTERSIGNED:**

By: DocuSigned by:  
*Margaret Danuser*  
F121B87102D23403...  
Chief Financial Officer  
Margaret Danuser

By: DocuSigned by:  
*Timothy M. O'Brien*  
0260504F8B7845D...  
Auditor  
Timothy M. O'Brien

**Contract Control Number:**  
**Contractor Name:**

ESEQD-202366516  
STATE OF COLORADO  
COLORADO WATER CONSERVATION BOARD

By: \*\*\**The State of Colorado has provide their own signature page  
for this agreement*\*\*\*

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

<a href="#"><u>SUMMARY OF GRANT AWARD TERMS AND CONDITIONS</u></a>	1
<a href="#"><u>SIGNATURE PAGE</u></a>	2
1. <a href="#"><u>GRANT</u></a>	3
2. <a href="#"><u>TERM</u></a>	3
3. <a href="#"><u>DEFINITIONS</u></a>	4
4. <a href="#"><u>STATEMENT OF WORK</u></a>	6
5. <a href="#"><u>PAYMENTS TO GRANTEE</u></a>	6
6. <a href="#"><u>REPORTING - NOTIFICATION</u></a>	7
7. <a href="#"><u>GRANTEE RECORDS</u></a>	7
8. <a href="#"><u>CONFIDENTIAL INFORMATION-STATE RECORDS</u></a>	8
9. <a href="#"><u>CONFLICTS OF INTEREST</u></a>	9
10. <a href="#"><u>INSURANCE</u></a>	10
11. <a href="#"><u>REMEDIES</u></a>	10
12. <a href="#"><u>DISPUTE RESOLUTION</u></a>	10
13. <a href="#"><u>NOTICES AND REPRESENTATIVES</u></a>	10
14. <a href="#"><u>RIGHTS IN WORK PRODUCT AND OTHER INFORMATION</u></a>	10
15. <a href="#"><u>GOVERNMENTAL IMMUNITY</u></a>	10
16. <a href="#"><u>GENERAL PROVISIONS</u></a>	11

## **1. GRANT**

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee” or the “Contractor”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

## **2. TERM**

### **A. Initial Grant Term and Extension**

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit Insert Exhibit Number.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. **"Budget"** means the budget for the Work described in Exhibit B.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- D. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- E. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

- J. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- L. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- N. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- O. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- P. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- Q. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- R. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- U. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

- V. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- X. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- Y. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Z. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

#### 5. PAYMENTS TO GRANTEE

##### A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

##### B. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting

this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

**C. Reimbursement of Grantee Costs**

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

**D. Close-Out.**

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

**6. REPORTING - NOTIFICATION**

**A. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

**B. Violations Reporting**

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the this award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

**7. GRANTEE RECORDS**

**A. Maintenance and Inspection**

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless

the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

**B. Monitoring**

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

**C. Final Audit Report**

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

**A. Confidentiality**

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential

Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit C on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit C shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

## 9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be

harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

#### **10. INSURANCE**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

#### **11. REMEDIES**

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

#### **12. DISPUTE RESOLUTION**

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

#### **13. NOTICES AND REPRESENTATIVES**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

#### **14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

#### **15. GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b),

and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

## **16. GENERAL PROVISIONS**

### **A. Assignment**

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

### **B. Captions and References**

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### **C. Entire Understanding**

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

### **D. Modification**

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

### **E. Statutes, Regulations, Fiscal Rules, and Other Authority.**

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

### **F. Digital Signatures**

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor 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.
- ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

<b>Colorado Water Conservation Board</b>
--

<b>Water Plan Grant - Exhibit A</b>
-------------------------------------

<b>Statement Of Work</b>
--------------------------

<b>Date:</b>	<b>8/1/22</b>
<b>Name of Grantee:</b>	<b>Denver Dept. of Public Health and Environment</b>
<b>Name of Water Project:</b>	<b>Education and Outreach Program for the City and County of Denver's Graywater Program</b>
<b>Funding Source:</b>	<b>CWCB and Project Partners</b>

<b>Water Project Overview:</b>
--------------------------------

Funding will be used to develop a graywater education and outreach program to help increase the adoption of graywater in Denver. The program will include door-to-door outreach in communities of need, workshops for homeowners and installers, and the establishment of an incentive fund for homeowners and builders / developers. Target audiences are:

Existing homeowners

- Education about water conservation and graywater reuse
- Installation of laundry to landscape graywater systems

Graywater system installers

- Education to ensure understanding of legal requirements and best practices
- Provide education allowing qualification for City licenses required to install graywater systems

Home builders and developers of multi-family residential projects, hotels, and dorms

- Demonstrate cost / benefit
- Install graywater systems to meet the requirements of Denver's green building code.

The Graywater Education and Outreach Program is specifically intended to increase the level of public awareness and engagement of techniques to conserve and reuse water.

Materials developed using project funding will be made publicly available on the City and County of Denver's web page, will be provided to the CWCB for its use, and will be distributed through the Colorado Association of Homebuilders, the Home Builders Association of Metro Denver, the Colorado

Green Building Guild, the Colorado Chapter of the US Green Building Council, and other appropriate professional groups and trade organizations.

**Project Objectives:**

Increased awareness of water supply / demand gap and options for water conservation. Creation of an education and outreach campaign and supporting materials and installer trainings which can be shared with local governments across Colorado. Increased adoption of graywater in Denver.

Secondary objectives include development of a list of effective incentives to encourage the use of graywater and quantification of water savings associated with graywater implementation.

**Tasks**

**Task 1 – Development of Best Available Practices Worksheets**

Description of Task:

Develop a series of worksheets which provide guidance on existing regulations and permitting requirements for graywater systems, when graywater use is appropriate, and best practices for installation, operation, and maintenance of graywater systems. The worksheets will include information about potential risks of graywater use, graywater impacts on landscaping, and how to minimize those impacts. At a minimum, the following worksheets will be developed for use by developers, installers, and homeowners:

- Best practices for laundry to landscape graywater systems for homeowners
- Best practices for gravity graywater systems from individual showers during a bathroom remodel for homeowners
- Best practices for laundry to landscape & gravity graywater systems for installers.
- Best practices for graywater systems producing water for toilet flushing for installers

Method/Procedure:

DDPHE will work with a contractor and a non-profit to research and develop content for the worksheets. Research will focus on the topics listed in the task description and will include discussions with other municipalities, researchers, graywater system installers and manufacturers, and through internet-based literature reviews. The worksheets will be formatted by a graphic artist and translated to Spanish before use / distribution.

Deliverable: Worksheets

The deliverables for this task will be a series of best practices worksheets.

Worksheets will be created as templates so that other agencies wishing to use them can add their logos and branding.

## Tasks

### **Task 2 – Door to Door Education and Outreach**

Description of Task:
<p>Graywater outreach programs will focus on two groups - youth and residents living in selected neighborhoods in Denver. The program will educate a core group of students and recent graduates about graywater and have them go door to door in low income neighborhoods (likely Denver's Westwood, Globeville/Elyria-Swansea, Cole, Northeast Park Hill, and Montbello neighborhoods) to help residents understand the benefits of graywater use. The students will also give presentations to City Council, schools, neighborhood organizations, or other appropriate organizations.</p>
Method/Procedure:
<p>Door to door canvassing will be conducted once a year for 5 days and is anticipated to reach approximately 1000 homes per year. In addition to educating residents about water conservation and graywater reuse, canvassing efforts will encourage people to sign up for a free graywater demonstration project. The free graywater demonstration project will consist of an installed laundry-to-landscape system along with a use and maintenance guide. The team doing the canvassing will be trained to install the systems. We anticipate installing up to 5 laundry-to-landscape systems in low income neighborhoods per year.</p> <p>The work of the students will be overseen by staff experienced in working at the community level to build capacity and advance the sustainable well-being of under-resourced populations.</p>
Deliverable:
<p>The deliverables for this project will include a maintenance manual for laundry to landscape graywater systems. Grant reports will include the following metrics:</p> <p>Number of people reached by education and outreach programs</p> <ul style="list-style-type: none"> <li>• Number of door-to-door contracts</li> <li>• Number of presentations made and number of attendees at each presentation</li> <li>• Number of Laundry-to Landscape graywater systems installed</li> </ul> <p>Before and after measures of water use in Denver</p> <ul style="list-style-type: none"> <li>• Amount of water conserved</li> <li>• Savings realized by people with graywater systems (if possible)</li> </ul>

Tasks
<b>Task 3 – Graywater Installers Workshops and Development of Online Training Modules</b>
Description of Task:
<p>A series of free workshops will be developed to educate developers, installers, and homeowners about graywater systems. Similar to the Best Available Practices worksheets, the workshops will provide guidance on existing regulations and permitting requirements for graywater systems, when graywater use is appropriate, and best practices for installation, operation, and maintenance of graywater systems. The workshops will also include information about potential risks of graywater use, graywater impacts on landscaping, and how to minimize those impacts. Separate workshops will be developed for installers, developers, and homeowners. Each workshop will focus on topics appropriate for the intended audience (for example a workshop for homeowners might focus on laundry to landscape systems).</p> <ul style="list-style-type: none"> <li>• One workshop will be held each year for homeowners. These workshops will be free of charge to participants.</li> <li>• A total of two workshops will be held for installers. One in 2023, and one in 2024. These workshops will also be free of charge to participants.</li> <li>• Upon completion, installers and homeowners who attended the workshops in person will be qualified to take the test for the appropriate license (homeowner or irrigation and graywater) as an installer in Denver.</li> <li>• The workshops will be developed and presented by a consultant or installer who specializes in graywater systems. We anticipate videotaping the workshops and making them available to anyone who could not attend.</li> <li>• Separate workshops will be offered for Spanish speakers or real-time Spanish translation will be offered at the workshops.</li> </ul> <p>This task will consist of developing workshop content, scheduling, and teaching the workshops.</p>
Method/Procedure:
<p>Workshops will be delivered in person and will consist of the following:</p> <p>Laundry to Landscape for Homeowners and/or Installers (one 6-8 hour day). The course will include:</p> <ul style="list-style-type: none"> <li>• 2-3 hours in the classroom with overview of laws, system types, basics of plumbing</li> <li>• 1 hour lunch</li> <li>• 3-4 hours hands on installation of L2L system (parts, materials, and lunch supplied by homeowner or course host)</li> </ul> <p>Greywater Installers comprehensive course (five 6-8 hour days). The course will include:</p> <ul style="list-style-type: none"> <li>• Day 1 - Introduction to system types, plumbing, legal, permitting, and design</li> <li>• Day 2 - Laundry to Landscape focus with 1/2 day hands-on (full system build)</li> <li>• Day 3 - Gravity system focus with 1/2 day hands-on (with 3-way Actuator and ABS parts)</li> </ul>

- Day 4 - Tank, Filter, Pump focus with 1/2 day irrigation & toilet flushing systems hands-on (exploring several branded products and DIY options)
- Day 5 - Review of system BMP's & permitting requirements + other system types (larger municipal systems, multi-use systems, constructed wetlands, infiltration chamber, toilet topper)
- Finish course with a test and Installer Certification process

In addition to the in-person workshops, two online training modules will be developed. One of the modules will cover installation of laundry to landscape systems and the other will be a more comprehensive course for graywater installers. Each of the modules will be created in English and in Spanish. The courses will be adapted from existing [QWEL](#) online trainings and will cover essential graywater topics such as those described above. The online trainings will be made available at no or low cost to anyone who is interested in installing graywater systems but unable to take the in-person workshops. Both courses will ensure people understand the materials by requiring that they pass short quizzes before being allowed to proceed to the next section. People successfully completing a module will earn a QWEL graywater certification which can be used to meet licensing requirements, when needed, to obtain local permits to install graywater systems. If possible, trainings will be administered through a qualified local educational organization such as a community college.

Deliverable:

The deliverables for this project are metrics which will be summarized in required grant reports:

- Number of workshops held.
- Number of attendees

In addition, deliverables will include online training modules, one for installation of laundry to landscape systems and a second, more comprehensive course for graywater installers. Both Spanish and English versions of the modules will be created.

## Tasks

### **Task 4 –Establish Incentive Program**

Description of Task:

This task will involve the following:

- Research incentives used in other municipalities to understand what incentives are most effective. Examples of incentives include:
  - Offset cost of permitting
  - Offset costs of system installation
  - Reduce / offset tap fees (new install)
  - Accelerated review of permits.
  - Others?
- Program / incentive fund development
- Educating homeowners and developers about the incentive fund
- Administration of the incentive fund. Administrative duties include purchasing and distributing laundry to landscape kits, issuing rebates and reimbursements, tracking expenses and fund balances, and other required duties.

Method/Procedure:

Identification of the most effective techniques to incentivize graywater adoption will consist of web-based research, and interviews with installers, developers, and other municipalities with graywater programs. Once the research is complete, it will be used as the basis to establish an incentive fund to encourage adoption of graywater by developers and homeowners.

For homeowners, the incentive fund will support increased adoption of graywater reuse by:

- Providing free laundry to landscape install kits to homeowners who wish to install a graywater system.
- Offsetting permitting fees through waivers or rebates.
- Funding other incentives identified by research.

Increased adoption of graywater reuse by developers working on commercial and multifamily properties will be incentivized by:

- Subsidizing the installation of two or three projects which demonstrate benefits and costs for developers, home builders, and homeowners.
- Offsetting Denver Water's System Development charges. During the second and third years of the project, Denver Water will set aside a total of \$50,000 (\$25,000 each year) from its System Development Credit Pilot Program for commercial sites which install graywater. The program will offset a portion (20%) of Denver Water's System Development Charges for commercial projects which comply with Denver's Green Building Code and reduce water use by 25% when compared to traditional construction. The credits are available to any new development or redevelopment projects which implement water efficiency measures.
- Funding other incentives identified by research.

The number and type of incentives will depend on a number of factors, including socioeconomics, available funding, and which incentives are determined to be most attractive to homeowners, developers, and homebuilders.

Deliverable:

The deliverables for this project are metrics which will be summarized in required grant reports:

- Number / cost of graywater incentives awarded

Tasks
<b>Task 5 – City Policy Updates</b>
Description of Task:
In order to ensure the sustainability of graywater reuse in Denver, we plan on working towards incorporating graywater as a requirement under the Denver Green Building Code (it is currently included, but not specifically called out) to ensure that momentum gained is not lost after the funding for this project runs out.
Method/Procedure:
<p>The Denver Green Building Code is updated by the City’s Office of Climate Action, Sustainability and Resiliency. Denver Water and DDPHE will work through CASR and participate in their stakeholder process to ensure graywater requirements are inserted into the Green Building Code.</p> <p>During the first phase of the stakeholder process, Denver Water and DPHE will work to ensure that Green Building Code is updated to specifically call out graywater reuse as an option for meeting points required for qualifying buildings constructed in Denver. This work should happen in the first one to two years of the grant period. During the second phase of the stakeholder process, Denver Water and DPHE will work to ensure the Green Building Code is updated to require graywater reuse. The timeline for completion of the second phase is sometime between 2028 and 2030.</p>
Deliverable:

Updates on the status of the stakeholder process will be included in required grant reports.

### Budget and Schedule

This Statement of Work shall be accompanied by a combined Budget and Schedule that reflects the Tasks identified in the Statement of Work and shall be submitted to CWCB in excel format.

### Reporting Requirements

**Progress Reports:** The grantee shall provide the CWCB a progress report every 6 months, beginning from the date of issuance of a purchase order, or the execution of a contract. The progress report shall describe the status of the tasks identified in the statement of work, including a description of any major issues that have occurred and any corrective action taken to address these issues.

**Final Report:** At completion of the project, the grantee shall provide the CWCB a Final Report on the grantee's letterhead that:

- Summarizes the project and how the project was completed.
- Describes any obstacles encountered, and how these obstacles were overcome.
- Confirms that all matching commitments have been fulfilled.
- Includes photographs, summaries of meetings and engineering reports/designs.

The CWCB will pay out the last 10% of the budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

### Payment

Payment will be made based on actual expenditures and must include invoices for all work completed. The request for payment must include a description of the work accomplished by task, an estimate of the percent completion for individual tasks and the entire Project in relation to the percentage of budget spent, identification of any major issues, and proposed or implemented corrective actions.

Costs incurred prior to the effective date of this contract are not reimbursable. The last 10% of the entire grant will be paid out when the final deliverable has been received. All products, data and information developed as a result of this contract must be provided to as part of the project documentation.

### Performance Measures

Performance measures for this contract shall include the following:

- (a) Performance standards and evaluation: Grantee will produce detailed deliverables for each task as specified. Grantee shall maintain receipts for all project expenses and documentation of the minimum in-kind contributions (if applicable) per the budget in Exhibit C. Per Water Plan Grant Guidelines, the CWCB will pay out the last 10% of the budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.
- (b) Accountability: Per Water Plan Grant Guidelines full documentation of project progress must be submitted with each invoice for reimbursement. Grantee must confirm that all grant conditions have been complied with on each invoice. In addition, per Water Plan Grant Guidelines, Progress Reports must be submitted at least once every 6 months. A Final Report must be submitted and approved before final project payment.
- (c) Monitoring Requirements: Grantee is responsible for ongoing monitoring of project progress per Exhibit A. Progress shall be detailed in each invoice and in each Progress Report, as detailed above. Additional inspections or field consultations will be arranged as may be necessary.
- (d) Noncompliance Resolution: Payment will be withheld if grantee is not current on all grant conditions. Flagrant disregard for grant conditions will result in a stop work order and cancellation of the Grant Agreement.

**COLORADO**Colorado Water  
Conservation Board

Department of Natural Resources

**Colorado Water Conservation Board****Water Plan Grant - Exhibit B  
Budget and Schedule****Prepared Date: 02/01/2023****Name of Applicant: Denver Department of Public Health and Environment****Name of Water Project: Graywater Education and Outreach Program****Project Start Date: 03/01/2023****Project End Date: 03/01/2027**

Task No.	Task Description	Task Start Date	Task End Date	Grant Funding Request	Match Funding	Total
1	Development of best available graywater practices worksheets	03/01/2023	03/01/2028	\$ 15,250.00	\$ 16,859.60	\$ 32,109.60
2	Door to door education and outreach	03/01/2023	03/01/2028	\$ 67,212.76	\$ 33,314.44	\$ 100,527.20
3	Graywater installers workshops	03/01/2023	03/01/2028	\$ 52,000.00	\$ 20,427.60	\$ 72,427.60
4	Incentive program	03/01/2023	03/01/2028	\$ 156,250.00	\$ 106,191.00	\$ 262,441.00
5	City policy updates	03/01/2023	03/01/2028	\$ -	\$ 23,127.60	\$ 23,127.60
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
<b>Total</b>				<b>\$290,713</b>	<b>\$199,920</b>	<b>\$490,633</b>

**EXHIBIT C-PII CERTIFICATION**

**STATE OF COLORADO**

**THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A  
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

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

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

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

## EXHIBIT C-PII CERTIFICATION

### STATE OF COLORADO

#### **THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
(legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

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

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

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

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