

**Grant Agreement**  
(Grant for City of Douglas Contracting with Third Party Contractor)

Parties:	Sonoran Institute (“ <b>SI</b> ”) and City of Douglas (the “ <b>City</b> ”)
Project:	Municipal code review of existing ordinances related to water conservation and codification of water conservation goals outlined in the General Plan
Contractor:	Carollo Engineers, Kara Festa (the “ <b>Contractor</b> ”)
Services:	<ul style="list-style-type: none"> <li>• Conduct a review of existing code related to water conservation.</li> <li>• Provide recommendations of implementation measures for achieving water conservation goals outlined in the City’s most recent General Plan update</li> </ul>
Grant Amount:	\$10,000
Grant Date:	4/07/2025
Project Completion Date:	12/31/2025

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.

The 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. [Exhibit A includes Contractor’s “Municipal Code Review for Water Conservation” (the “**Proposal**”), which is part of 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 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.

**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.

SONORAN INSTITUTE:	CITY:
<div>Signature _____ Date _____</div>	<div>Signature _____ Date _____</div>
<div>Name _____</div>	<div>Name _____</div>
<div>Title _____</div>	<div>Title _____</div>
<u>Contact information:</u> Sonoran Institute 5049 E Broadway Blvd., Suite 127 Tucson, AZ 85711 (520) 290-0828 Email: <a href="mailto:accountingus@sonoraninstitute.org">accountingus@sonoraninstitute.org</a>	<u>Contact information:</u> Ana Urquijo City Manager, City of Douglas 425 E 10 <sup>th</sup> St. Douglas, AZ 85607
<u>Submit invoices to:</u> Attn: Accounts Payable <u>All other inquiries to:</u> <a href="mailto:estokes@sonoraninstitute.org">estokes@sonoraninstitute.org</a> Attn: Contract Manager <u>Include the Contract Number</u> on all invoices and communications.	
	<b>[If needed]</b>

	<p>Attest: _____</p> <p>Title: _____</p> <p>Approved as to form:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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## **Exhibit A**

### **Contractor Tasks and Deliverables**

#### **Tasks:**

- Project Management and Meetings. The scope associated with this task includes:
  - Coordination calls (Microsoft Teams or similar) will be scheduled as necessary for the Project duration with the City and other members of the team. Up to two meetings are assumed.
  - Consultant will briefly document action items and decisions via email as meeting minutes.
  - Consultant will perform quality assurance/quality control reviews of deliverables in this Scope of Services prior to their submittal to the City.
  - Consultant will prepare and submit regular invoices to the City.
  - Project administration activities including budget management, schedule management, and preparation of monthly invoices and status update reports.
- Municipal Code Review. The scope associated with this task includes:
  - Consultant will briefly review the existing code related to water conservation to determine what, if any, existing conservation requirements or ordinances the City has in place. This review will include the portion of building codes that could be related to water conservation measures. Information from the City's Community Self-Assessment completed at Arizona Growing Water Smart 2024 will be used to inform this code review.
  - Based on information from the code review within Task 2.1, Consultant will provide recommendations of implementation measures for achieving water conservation goals that were delineated in the City's most recent General Plan update. Items pertaining to conservation measures included within the City's Action Plan completed at Arizona Growing Water Smart 2024 will be used to inform recommendations of implementation measures. This will include language to outline how these goals can be codified to achieve these water conservation goals. The language provided regarding conservation goal ordinances will not constitute the full language of a new ordinance but will provide recommendations regarding potential topics for new ordinances.

#### **Deliverables:**

- Attendance at meetings, as required or at the request of the City.
- Meeting agendas and meeting notes with key outcomes, decisions, and action items for meetings Consultant runs (via email).
- Invoices and status update reports.

#### **Attachment:**



## EXHIBIT A – SCOPE OF WORK City of Douglas

### Municipal Code Review for Water Conservation

March 4, 2025

## INTRODUCTION

This Scope of Services describes the professional engineering services to be provided by Carollo Engineers (Consultant) for assisting the City of Douglas (City) in the Municipal Code Review (Project). The City's most recent General Plan update included water conservation goals, and the City aims to codify these goals within the municipal code. The Consultant shall provide the engineering and professional services for the project as described in this scope of services. The purpose of the services is to provide for and complete a municipal code review.

## SCOPE OF SERVICES

The Project Scope of Services includes the following major tasks, which are detailed below:

- Task 1 – Project Management and Meetings.
- Task 2 – Municipal Code Review.

### TASK 1 – PROJECT MANAGEMENT AND MEETINGS

The scope associated with this task includes:

- Coordination calls (Microsoft Teams or similar) will be scheduled as necessary for the Project duration with the City and other members of the team. Up to two meetings are assumed.
- Consultant will briefly document action items and decisions via email as meeting minutes.
- Consultant will perform quality assurance/quality control reviews of deliverables in this Scope of Services prior to their submittal to the City.
- Consultant will prepare and submit regular invoices to the City.
- Project administration activities including budget management, schedule management, and preparation of monthly invoices and status update reports.

### DELIVERABLES

- Attendance at meetings, as required or at the request of the City.
- Meeting agendas and meeting notes with key outcomes, decisions, and action items for meetings Consultant runs (via email).
- Invoices and status update reports.

## TASK 2 – MUNICIPAL CODE REVIEW

### 2.1 Review of Existing Code

Consultant will briefly review the existing code related to water conservation to determine what, if any, existing conservation requirements or ordinances the City has in place. This review will include the portion of building codes that could be related to water conservation measures. Information from the City's Community Self-Assessment completed at Arizona Growing Water Smart 2024 will be used to inform this code review.

### 2.2 Recommendations for Implementation Measures

Based on information review within Task 2.1, Consultant will provide recommendations of implementation measures for achieving water conservation goals that were delineated in the City's most recent general plan update. Items pertaining to conservation measures included within the City's Action Plan completed at Arizona Growing Water Smart 2024 will be used to inform recommendations of implementation measures. This will include language to outline how these goals can be codified to achieve these water conservation goals. The language provided regarding conservation goal ordinances will not constitute the full language of a new ordinance but will provide recommendations regarding potential topics for new ordinances.

## DELIVERABLES

- Brief project memo containing recommended text language regarding conservation goal ordinances.

## SCHEDULE

The preliminary project schedule is as follows:

Notice to Proceed.....	April 2025
Municipal Code Review Complete .....	July 2025

## BUDGET

The budget estimate and billing rates for the planned services are presented in Exhibit B. Proposal assumes billing on a lump sum basis in the amount of \$10,000.

## PROJECT ASSUMPTIONS

The services delivered under this Scope of Work are subject to the following project assumptions:

1. Client-provided Information and Services: Client will furnish the Consultant available studies, reports, and other data pertinent to the Consultant's services; obtain or authorize the Consultant to obtain or provide additional reports and data as required; and furnish to the Consultant services of others required for the performance of the Consultant's services. The Consultant will be entitled to use and rely upon all such information and services provided by the Client or others in performing the Consultant's services under this Contract.
2. Documents: Documents, including drawings and specifications, prepared by the Consultant pursuant to this Contract are not intended or represented to be suitable for reuse by Client or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to the Consultant.
3. Standard of Care: Consultant will complete the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Arizona.
4. Access: Client will arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services hereunder required for Consultant, subcontractors, and second-tier subcontractors to perform services hereunder.
5. Participation and Schedule Support: Client will participate in coordination meetings to facilitate the sharing of information, provide guidance, and respond to requests for information. Client will provide timely review of deliverables in accordance with the project schedule. Client will provide review comments on deliverables in writing within two weeks of delivery.
6. Estimates and Projections: In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/ or quantity; the way facilities are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, Consultant makes no warranty that the Client's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Consultant's opinions, analyses, projections, or estimates.
7. Third Parties: The services to be performed by the Consultant are intended solely for the benefit of the City. No person or entity not a signatory to the Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of the Agreement or the performance of the Consultant's services hereunder.



EXHIBIT B  
CITY OF DOUGLAS  
PROFESSIONAL ENGINEERING SERVICES  
Municipal Code Review for Water Conservation  
**Budget Estimate**

Task	Description	Labor										Subconsultants	Other Direct Costs	TOTAL BUDGET ESTIMATE
		Director	Lead Project Professional	Professional	Assistant Professional	Senior Technician	Technician	Engineering Intern	Document Processing/Clerical	Total Labor Hours	Total Labor Cost			
		\$ 310	\$ 285	\$ 240	\$ 190	\$ 210	\$ 175	\$ 105	\$ 124					
1	PROJECT MANAGEMENT	2	4	0	0	0	4	0	0	10	\$ 2,460	\$ -	\$ -	\$ 2,460
1.1	Project Management and Administration	2	4				4			10	2,460			2,460
2	MUNICIPAL CODE REVIEW	5	6	0	0	0	24	0	1	36	\$ 7,584	\$ -	\$ -	\$ 7,584
2.1	Review of Existing Code	1	1				4			6	1,295			1,295
2.2	Recommendations of Implementation Measures	4	5				20		1	30	6,289			6,289
Carollo Expenses (all tasks)														
TOTAL BUDGET ESTIMATE		7	10	0	0	0	28	0	1	\$ 46	\$ 10,044	\$ -	\$ -	\$ 10,044

- S:
- 1. Compensation method is lump sum. Invoiced amounts will reflect the percentage of work completed in each month.



## **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 (June 30, September 30, December 31). 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):**

- 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.