

**TOWN OF SILT
RESOLUTION NO. 15
SERIES 2023**

**A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING AN
AGREEMENT FOR PROFESSIONAL SERVICES WITH SUSTAINABLE
STRATEGIES FOR MANAGEMENT AND GRANT SERVICES FOR THE TOWN
OF SILT, COLORADO**

WHEREAS, the Board of Trustees ("Board") of the Town of Silt ("Town"), Colorado, has the authority to approve agreements in accordance with the Home Rule Charter and Silt Municipal Code; and

WHEREAS, the Town recognizes that it must meet the demand of the public for quality drinking water; and

WHEREAS, the Board recognizes the town's limited resources and the potential cost to build a new water treatment plant; and

WHEREAS, Sustainable Strategies is prepared to provide guidance on federal and state programs to assist Silt with projects to upgrade and support its Water and Sewer Utility; and

WHEREAS, the Board desires to sign an agreement with Sustainable Strategies to provide for their management and grant services to the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, that

1. The above recitals are hereby incorporated as findings by the Town of Silt.
2. The Board hereby authorizes Town Administrator, Jeff Layman to sign an agreement with Sustainable Strategies that provides for management and grant services to the Town.
3. The Board hereby approves the agreement in the form attached hereto as Exhibit A, as it may be amended from time to time.

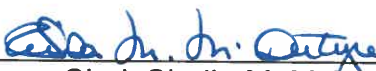
INTRODUCED, APPROVED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Silt on the 22nd day of May 2023.

TOWN OF SILT



Mayor Keith B. Richel

ATTEST:


Town Clerk Sheila M. McIntyre, CMC



CONTRACT FOR GRANT-WRITING & ADVOCACY SERVICES BETWEEN THE TOWN OF SILT AND SUSTAINABLE STRATEGIES DC

This Contract ("Contract") is entered into this 22nd day of May 2023 by and between the Town of Silt (hereinafter referred to as "the Town"), whose mailing address is 231 N. 7th Street, PO Box 70, Silt, CO 81652 and Sustainable Strategies DC, a District of Columbia company (hereinafter referred to as "Contractor"), whose mailing address is 200 Massachusetts Avenue, NW, Suite 380, Washington, DC 20001.

SCOPE OF WORK

The Contractor will provide the Town with retainer services, including the development of a "resource roadmap," a written strategic plan to identify the best approaches for securing funding and other assistance from federal, state, and philanthropic sources to help fill the gap in financing for the Town's key water and sewer utility priorities, strategic management, and grant-writing services for 4 funding opportunities. Grant writing services will include the provision of strategic advice, stakeholder support, full-service grant-writing, grant review, and grant submission. In addition, the retainer relationship will include monthly conference calls and as needed communications with the Town team to provide updates on grant development and connect the Town team with appropriate federal and state officials to advocate for pending funding proposals. This Contract shall serve as a master agreement outlining the general terms and conditions of the Contractor-Town relationship but work to apply for other federal programs or engage in strategic consulting services may be defined in separate, written Task Orders that further define the scope of work.

TERMS AND CONDITIONS

Term. The initial term of this Contract shall be for twelve (12) months. This term may be modified by mutual written agreement of the parties.

Termination.

The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.

Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the Town, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

Payment for Services. The Contractor will provide the inclusive scope of work above on an ongoing basis for the set monthly retainer fee of \$5,000 (\$60,000 over the 12-month term) and limited out-of-pocket costs associated with our services, which include reasonable travel costs. The Town will pay all invoices within thirty (30) days after receipt. If the Town has any valid reason for disputing any portion of the invoice, the Town will notify the Contractor within fifteen (15) days of receipt of the invoice. The portion of the invoice that is not in dispute will be paid in accordance with the procedures outlined herein.

Project Administrators. The Town designates the Town Administrator as Project Administrator for this Contract. As such, they will be responsible for the coordination of all activities under this Contract, for directing ongoing federal advocacy services, for initiating and approving the Task Order, and for approving payments.

Independent Contractor. Contractor acknowledges that services rendered under this Contract shall be performed as an independent contractor. Contractor is responsible for the payment of all federal, state and local income taxes related to fees for service.

Performance Standard. The Contractor will perform the services required of this agreement with the highest standards of professional and ethical competence and integrity and consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Contract, or in any report, opinion, deliverable, work product, document, or otherwise.

Confidentiality. The Contractor shall not, during the term of this Contract, and within one year after its expiration, disclose any proprietary or confidential information related to the services provided pursuant to this agreement. Notwithstanding this requirement for the Contractor, the Town is still obligated to release information about any of the activities of the Contractor that may be required by law.

Ownership of the Material. Any studies, applications, reports, software or other materials, prepared by the Contractor for the Town under the Contract, shall belong to and remain the property of the Town.

Contractor Not to be Engaged in Certain Activities. The Contractor agrees, that during the term of this agreement, the Contractor shall disclose to the Project Administrator any conflicts of interest that may arise as a result of their work performed under any Task Order and shall immediately cease to provide any additional work to the Town related to that Task Order. The Contractor shall be compensated for any work completed up until the point the conflict emerges.

Insurance. The Contractor will be responsible for maintaining appropriate insurance coverage during the term of this agreement and shall provide the Town with a copy of their insurance policy.

Indemnification. The Contractor shall indemnify and save harmless the Town, its officers, employees, and agents against all suits, actions and damages, or costs of every kind and

description, including attorneys' fees, arising directly or indirectly out of the performance of this Contract, whether caused by the negligent or intentional act or omission on the part of the Contractor, its agents, servants, employees, and subcontractors.

Assignment. The Contract is not assignable or transferable by the Town. This Contract is not assignable or transferable by the Contractor without the written consent of the Town, which consent shall not be unreasonably withheld or delayed.

Governing Law. This Contract shall be governed by the laws of the State of Colorado.

Dispute Resolution. The Town and Contractor acknowledge that disputes arising under this Contract are best resolved between the parties. Failing resolution of conflicts at the organizational level, the parties agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to nonbinding mediation unless otherwise mutually agreed. If the dispute is not resolved through nonbinding mediation, then the parties may take other appropriate action subject to the other terms of this Contract.

Termination for Convenience. The performance of work or delivery of services under this Contract may be terminated in whole or in part at any time with sixty (60) days' notice by either party when it is determined that termination is in its best interest. The Town will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

Force Majeure. The Contractor shall not be responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, severe weather, and acts or omissions of third parties.

Severability. Should any part of this Contract for any reason be declared invalid, such decision shall not affect the validity or any remaining provisions, which remaining provisions shall remain in full force and effect as if this Contract had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Contract without including any such part, parts, or portions, which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

Entire Contract. The foregoing constitutes the entire Contract between the parties and may only be modified if agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

Town of Silt

Signature: _____

Print Name: Jeffrey Layman

Title: Town Administrator



Sustainable Strategies DC

Signature: _____

Print Name: Ashley Badesch

Title: Partner