

**ROUND MOUNTAIN WATER AND SANITATION DISTRICT
BOARD OF DIRECTORS**

RESOLUTION NO. 2024-5

**A RESOLUTION APPROVING A LETTER OF
INTENT AGREEMENT WITH THE
ENVIRONMENTAL POLICY INNOVATION CENTER**

WHEREAS, the Round Mountain Water and Sanitation District (RMWSD) is under a compliance order from the Colorado Department of Public Health and Environment (CDPHE) to replace the existing wastewater treatment system, and

WHEREAS, over the past several years, RMWSD has been unsuccessful in finding a wastewater treatment solution that is effective, affordable, and sustainable, and

WHEREAS, RMWSD is developing a demonstration project designed to verify the effectiveness of affordable new innovative wastewater treatment technologies not yet approved by the CDPHE, and

WHEREAS, RMWSD was approached by the Environmental Policy Innovation Center (EPIC), a nonprofit organization committed to provide project management assistance, contractor oversight, funding applications and limited grant funding to support a pilot-scale implementation of advanced treatment technologies for RMWSD to meet wastewater effluent discharge limits at no cost to RMWSD, and

WHEREAS, EPIC has offered a “Letter of Intent” agreement outlining the terms of the Funding Navigator program they are able to provide to RMWSD.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ROUND MOUNTAIN WATER AND SANITATION DISTRICT AS FOLLOWS:

That the Round Mountain Water and Sanitation District approve this Letter Of Intent Agreement and authorize the District Manager to be the Authorized Representative on behalf of the District to enter into this agreement with the Environmental Policy Innovation Center (EPIC) as described in Appendix A of this Resolution.

APPROVED THIS 29th DAY OF MARCH 2024.

By: Charles Bogle
Charles Bogle, Chairman

ATTEST:

Steve Lasswell
Steve Lasswell, Vice Chair





LETTER OF INTENT FUNDING NAVIGATOR TECHNICAL ASSISTANCE

THIS IS AN AGREEMENT, effective as of _____ (“Effective Date”) between Round Mountain Water and Sanitation District (RMWSD) (“Owner”) and the Environmental Policy Innovation Center (EPIC), a nonprofit organization headquartered in College Park, Maryland. Owner requests services provided by EPIC regarding for technical assistance for the following scope of work (“Project”). The Project is defined as the following:

EPIC will provide project management assistance, contractor oversight, funding applications, and limited grant funding to support a pilot-scale implementation of advanced treatment technologies for RMWSD to meet wastewater effluent discharge limits.

To maximize the benefits of services provided to all recipients of Funding Navigator assistance, EPIC is requesting this Letter of Intent be signed by an Owner representative. The Funding Navigator Director will countersign on behalf of EPIC. By signing this Letter of Intent, EPIC staff will begin the process of providing technical assistance services in line with the following programmatic description. All services described in this agreement come at no cost to the Owner and are independently funded through federal and philanthropic sources.

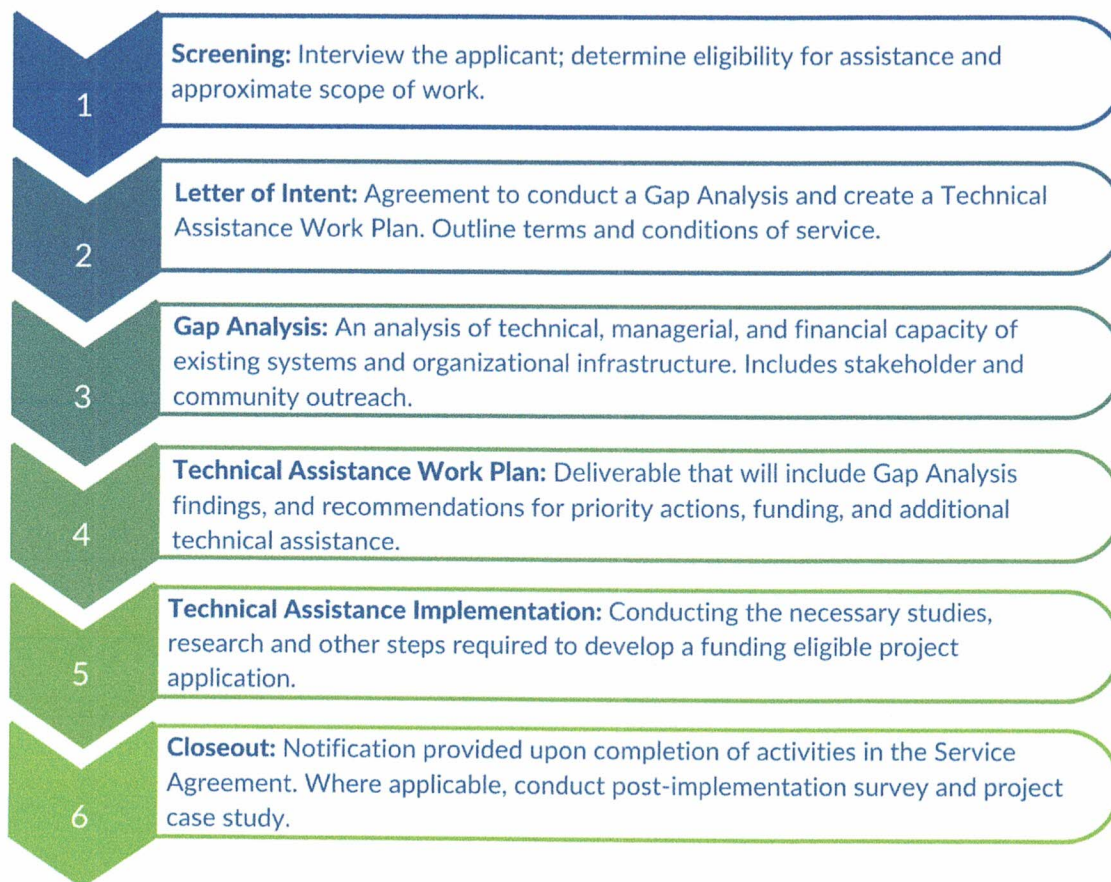
Funding Navigator Program

The goal of the Funding Navigator Program is to ensure overburdened communities benefit from government investments in climate-resilient and financially sustainable drinking water, wastewater, and stormwater infrastructure. A diverse team of professionals will assist the Owner to map out current infrastructure conditions, create a strategy to access funds, and provide technical assistance to facilitate project development. The Funding Navigator aims to make sure that the Project reflects Owner priorities, has robust community engagement in planning and design, and is resilient and sustainable in ongoing operation.

The Funding Navigator team will work with the Owner to develop a solution and apply to programs to access funds for construction or implementation. The first step in this process upon signing of this Letter of Intent will be a Gap Analysis, as seen in the following Funding Navigator Project Process diagram. This process is outlined briefly in the following graphic:



Funding Navigator Project Process



Gap Analysis and Technical Assistance Work Plan

EPIC will assign a Funding Navigator Manager to facilitate the following activities during the course of a Gap Analysis and creating a Technical Assistance Work Plan.

- Collect background material related to the technical, managerial, and financial operation of the Owner as it pertains to the Project scope. This will include background documents, reports, and relevant compliance and permitting information in order to best align the proposed solution with existing long-term plans and priorities.
- Facilitate meetings with local leaders, community-based organizations, and residents to understand the perspective and experiences of residents that use and are impacted by the existing infrastructure. This may include convening these groups to better



understand individual needs with regards to service provision, public engagement and transparency, household financial capacity, or receiving feedback on potential alternatives.

- Prioritize needs based on the information gathered from the Owner, stakeholders, and community. The Funding Navigator will identify key studies, information, reporting, or analysis needed for the proposed solution to be eligible for a public funding mechanism.
- EPIC staff will provide a prioritized recommendation of agencies and organizations best positioned to fund the Owner's Project and identify the relevant timelines and milestones to submit a complete funding application.
- The Technical Assistance Work Plan will include a summary of findings from the Gap Analysis, as well as funding contributions from EPIC towards implementing the identified activities. This may include contractors, consultants, and other technical assistance providers that would be recommended during the process of implementation.

Work conducted in creating the Gap Analysis and Technical Assistance Work Plan will be done with the full knowledge and permission of the Owner prior to beginning. To conduct this work, EPIC may include expertise from other regional or national organizations, nonprofits, or consultants to analyze areas where further information or study is warranted.

Program Requirements

To facilitate the best potential outcome of the Funding Navigator work, EPIC requests the following verification from the Owner in this partnership:

- The signatory to this letter is authorized to enter into this agreement on behalf of the Owner.
- While complementary parallel work is encouraged, the Owner does not currently have a contract or agreement with another entity to provide the services outlined in this letter.
- A single point of contact will be assigned to represent the Owner to facilitate the Funding Navigator work.
- The Owner will make the best possible effort to coordinate background information gathering and document retrieval and facilitate in-person meetings and introductions to relevant stakeholder groups.
- EPIC staff are authorized to communicate on behalf of the Owner with all relevant regulatory, municipal, and community-based organizations regarding the Project. In doing so, EPIC staff will share only the relevant and necessary details regarding the scope of work that is necessary in creating a Technical Assistance Work Plan.



- At the discretion of the Owner, materials produced under this program may be made available to both stakeholders and the public to facilitate a transparent and robust engagement and planning process.
- For purposes of external communication and reporting, the Owner authorizes the use of photos, videos, case studies, and media of staff, facilities, and operations related to the Project, to the extent that such products are not in violation of safety, security, or personal privacy of the subjects.

Agreement to Enter into the Program

The Parties agree to enter into the Funding Navigator program as outlined in this Letter of Intent. This Agreement can be terminated at any time by the Owner with written notice, and upon 30 day written notice by EPIC. The parties hereby agree as follows:

Purpose. The Purpose of the Funding Navigator program is to explore technical assistance opportunities related to the Project. Nothing in this agreement shall obligate the parties to enter into any definitive agreement or consummate any business relationship relating to the Purpose.

Term. This Agreement shall become effective on the date first written above ("Effective Date") and will terminate one year from the Effective Date or such other date as the parties agree to in writing. All obligations and rights of the parties under this agreement will remain in effect following the termination of this agreement.

Ownership. Each party shall retain ownership of its Proprietary Information (including derivatives and any materials containing such information and all related intellectual property rights). No rights in any intellectual property are licensed or otherwise transferred by Discloser to Recipient under this Agreement.

Confidentiality Obligations. Recipient will, and will cause its Representatives to, maintain the secrecy and strict confidentiality of all Proprietary Information of Discloser; use Proprietary Information only for the Purpose; not disclose Proprietary Information to any other person or entity, other than its Representatives on a need-to-know basis, without prior written authorization from Discloser; not attempt to alter, deconstruct, disassemble or reverse engineer any item or material containing Proprietary Information; and not remove a designation of confidentiality from any item or material containing Proprietary Information. Recipient will use measures to protect the secrecy and confidentiality of Proprietary Information that are no less than reasonable under the circumstances. No disclosure under this Agreement will be considered an offer to sell or a public disclosure; all U.S. and foreign patent rights of each Party are expressly preserved. Recipient shall be responsible for any



breach of this Agreement by any of its Representatives, each of whom have been or shall be informed of Recipient's and their obligations under this Agreement. Both Parties acknowledge that documents maintained by the owner or shared by the owner with EPIC are public documents and subject to the Freedom of Information Act ("FOIA") to the extent those documents are not subject to an exemption found in the FOIA. In addition, both Parties agree that all communications sent by and received by the Owner are subject to disclosure under the FOIA to extent those documents are not subject to an exemption found in the FOIA

No Agency. Nothing herein shall be deemed to constitute EPIC as the agent or representative of the Owner or the parties as joint venturers or partners for any purpose. No party shall be responsible for the acts or omissions of the other party, and no party will have authority to speak for, represent or obligate the other party in any way without prior written authority from such other party.

Conflicts of Interest. Conflicts of interest arise from personal relationships or from a financial interest. Conflicts can arise either directly or indirectly. A direct conflict can arise where the Owner has a personal or financial interest in any matter involving EPIC or an associated contractor, or has a financial or agency relationship (i.e., is a director, officer, manager, partner, associate, trustee or has a similar agency relationship) with an entity involved in a transaction or other business with the Owner. An indirect conflict can arise where someone related to the Owner by business affiliation, or a family member of the Owner has dealings with agencies, contractors, consultants, or other for-hire services involved with the proposed Project.

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES

_____ Date: _____

By:
(Authorized Representative)

_____ Date: _____

By: Denise Schmidt, (EPIC) - Funding Navigator Director