

**RESOLUTION 2025-053
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDS FOR PHASE 2
OF THE MICHIGAN DITCH PRE-FIRE MITIGATION PROJECT**

A. The City owns and operates a water utility that provides water service to customers within its water service area. As part of the water utility, the City owns and operates the Michigan Ditch and associated infrastructure for the purpose of providing raw water for water supply, including for drinking water treatment.

B. Between August and December 2020, the Cameron Peak Fire significantly impacted federal and state lands abutting the Michigan Ditch.

C. The City has identified a need to develop and execute forest health treatment activities in priority areas at risk of future large scale catastrophic wildfires with regards to pre-fire mitigation thinning, fuel breaks and forest restoration, including in and around the Michigan Ditch and its associated infrastructure.

D. The City has thus begun work on the Michigan Ditch Pre-Fire Mitigation Project ("Project") and has worked with the Colorado State Forest Service. Phase 1 of the Project and previous agreements with the Colorado State Forest Service are addressed in Resolution 2024-113.

E. For Phase 2 of the Project, the Colorado State Forest Service is willing to work with the City to fund the Project. In coordination with the Colorado State Forest Service, the City applied for and the Colorado Department of Natural Resource, through the Colorado Strategic Wildfire Action Program, has awarded the City a grant for forest health and pre-fire mitigation work in and around the Michigan Ditch and its associated infrastructure. By accepting such grant funds, the City would be agreeing to comply with the terms and conditions of the Grant Award Letter Summary of Grant Award Terms and Conditions, attached as Exhibit "A" ("Grant Award Letter").

F. As set forth in the Grant Award Letter, the City's required matching funds are \$316,682. The City intends to appropriate such funds in 2026, before accepting any of the grant funds.

G. City Council finds that accepting the grant funds and complying with the terms and conditions of the Grant Award Letter is necessary to safeguard the City's critical water supply infrastructure and is in the best interests of the City water utility ratepayers and the city as a whole.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the City Manager is hereby authorized to accept the grant funds awarded in the Grant Funds Letter and to comply with the terms and conditions of the Grant Funds Letter, substantially in the form of Exhibit "A", provided that any required

funds have been appropriated beforehand, with such additional terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Passed and adopted on May 6, 2025.



Mayor

ATTEST:



City Clerk

Effective Date: May 6, 2025
Approving Attorney: Eric Potyondy



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

State Agency Colorado Department of Natural Resources Executive Director's Office Colorado Strategic Wildfire Program (COSWAP) 1313 Sherman Street Denver, Colorado 80203	Grant Agreement Number: CORE: CTGG' PAAA 2025*3540 CMS: 196764
Grantee City of Fort Collins	
Grant Issuance Date The Effective Date	
Grant Expiration Date February 1, 2028	Grant Amount Total for all State Fiscal Years: \$1,000,000.00
Grant Authority This grant is authorized by section 24-33-117, C.R.S..	Local Match Amount Total for all State Fiscal Years: \$316,682.00

Grant Purpose
 COSWAP's Landscape Resilience Grant program facilitates the planning and implementation of landscape scale, cross boundary wildfire mitigation to protect life, property, and infrastructure.

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
4. Exhibit D, Sample Option Letter

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. Colorado Special Provisions in §17 of the main body of this Grant
2. The provisions of the other sections of the main body of this Grant.
3. Exhibit A, Statement of Work.
4. Exhibit C, PII Certification
5. Exhibit D, Sample Option Letter
6. Exhibit B, Budget.

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SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>STATE OF COLORADO Jared S. Polis, Governor Dan Gibbs, Executive Director</p> <p><i>Timothy J. Mauck</i></p> <p>By: <u>Timothy J. Mauck</u> Deputy Executive Director Date: <u>February 24, 2025 12:48 PM MST</u></p>	<p>In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p><i>Jeanette Stroud</i></p> <p>By: <u>Jeanette Stroud</u> Deputy Procurement Director Date: <u>February 25, 2025 8:26 PM MST</u></p>
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COPY

I. 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") 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 Option Letter in a form substantially similar to Exhibit D showing the new Grant Expiration Date.

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 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. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an

individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- S. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Award.
- T. **“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.
- U. **“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, PHI, PCI, Tax Information, CJ, 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.
- V. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- W. **“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.
- X. **“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.
- Y. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- Z. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- AA. **“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. 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's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. 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.

D. 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 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).

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter 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.

F. Grant Funding Change- State's Option

The State, at its discretion, shall have the option to increase or decrease the funding provided under the same terms specified herein. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Grant Award Letter.

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 State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State Agency 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 publically 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 __ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ 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, 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.

17. COLORADO SPECIAL PROVISIONS (Colorado Fiscal Rule 3-3)**A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its 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 Parties'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.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its**

agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall 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. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.
§§24-18-201 and 24-50-507 C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

EXHIBIT A, STATEMENT OF WORK

PROPOSAL

GRANTEE and FISCAL AGENT (if different)

City of Fort Collins

PRIMARY CONTACT

Richard Thorp, Watershed Program Manager

ADDRESS

PO Box 580
Fort Collins, CO 80522

PHONE

970-416-4327

EMAIL

rthorp@fcgov.com

PROJECT NAME

Michigan Ditch Pre-Fire Mitigation Phase 2

GRANT AMOUNT

Amount shall not exceed \$1,000,000

FUND EXPENDITURE

2/1/2028 or upon completion of the project.

INTRODUCTION AND BACKGROUND

The Colorado Strategic Wildfire Action Program (COSWAP) Landscape Resilience Investment grant was created to facilitate the planning and implementation of landscape scale, cross boundary wildfire mitigation to protect life, property and infrastructure. For a special release of the Landscape Resilience Investment program, COSWAP has partnered with the Colorado Water Conservation Board through the Wildfire Ready Watersheds program to support landscape scale wildfire mitigation and forest health projects focused on improving watershed health and/or protecting critical water infrastructure.

TREATMENT OBJECTIVES

1. Reduced risk from future large-scale wildfires to water supply and water supply infrastructure
2. Improvement of forest health and release of advanced regeneration
3. Improvement of recreational opportunities and wildlife habitat

BRIEF DESCRIPTION OF PROJECT

Michigan Ditch is a critical element of the City's drinking water supply infrastructure. The proposed project would reduce risks of damage to this infrastructure from future larger-scale wildfires and help maintain the availability and quality of the City's raw water supply. Funding for this project will be used to continue targeted forest treatments to protect Michigan Ditch and help meet broader landscape

level goals identified within the Poudre Water Supply Infrastructure Wildfire Ready Action Plan (WRAP).

SCOPE OF WORK

The Phase 2 Project area is located within the Colorado State Forest State Park, southwest of Cameron Pass.

Treatment 1 prescription: Focuses on the removal of 15-30 acres of dead trees/surface fuels near the ditch in spruce bark beetle impacted forest with post-harvest target live basal area (BA) of 70-90 ft²/acre. Most standing dead trees will be removed (BA 102ft²/acre), excluding 2 snags/acre for wildlife (spruce & fir >10" diameter breast height). Surface fuels will be reduced to 20-30 tons/acre, which will lower extreme fire behavior potential and post-fire erosion from high soil burn severity. Removal of live overstory fir greater than 30ft in height at risk of blowdown or declining from western balsam bark beetle. Retains all live lodgepole & aspen and favors spruce over fir.

Helicopter treatment will be used with whole trees harvested. Merchantable material will be sold as a "deck sale" and hauled to nearby wood processing facilities with proceeds going to the Colorado State Land Board. Slash piles will be built with any non-merchantable material and Colorado State Forest Service (CSFS) will conduct winter burning operations.

Treatment 2 prescription: Focuses on the creation of a firebreak through thinning and expanding an existing treeless wetland area. The planned firebreak connects to rocky alpine areas to the north and south of Hwy 14 and has the following prescriptions:

1. Forest thinning (80-125 acres) will reduce canopy cover and density by spacing mature and established trees to approximately 10' between tree crowns and up to 30' on steeper slopes. Small, isolated groups of trees may be retained to improve forest aesthetics. In extremely dense pockets of less mature subalpine fir, the retained canopy will consist of small "islands" of trees. Subalpine fir grows in dense clumps and thinning to a 10' crown spacing may cause mortality and decrease overall moisture retention in the stand. On machine operable slopes, merchantable material will be hauled to nearby wood processing facilities. On steeper slopes, and areas with non-merchantable material woody biomass, harvested trees will either be burned or chipped. For any slash piles created, CSFS will conduct winter burning operations.
2. The wetland enhancement (20-25 acres) identifies low lying areas near the Michigan River where trees have "encroached" in the absence of beaver activity. Prescription calls for removal of most trees, and the creation of small islands of trees in higher elevation areas of the wetland. Tree removal will serve to raise the water table, encouraging establishment of wetland vegetation in place of trees which can serve as a natural firebreak. Post-treatment, CSFS will plant willow for wildlife habitat. It is anticipated that additional pre-fire mitigation projects may be identified through development of the Poudre Water Supply Infrastructure WRAP that could further improve the health of this wetland and reduce the risk of future wildfires to this infrastructure and water supply.

Acreage: Total acres treated will be determined by bid prices. Price per acre and total acreage estimates are:

1. helicopter \$15,000-\$25,000/acre (15-30 acres)
2. thinning/wetland enhancement \$4,000-\$6,000/acre (100-150 acres)

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Implementation: CSFS will plan, contract and administer work, with the City and CPW providing financial and logistical support.

Measures of success: Reduction of potential surface fuels, hazard trees mitigated, reduced risk of crown fire, acres treated, forest products supplied, defensible space created for fire suppression, increased tree species diversity.

BUDGET AND NARRATIVE

Total Proposal Budget	Treatment 1	Treatment 2	In-kind Match	Cash Match	COSWAP Total Ask
Personnel (maximum 20% of COSWAP Share)	\$ -		\$ -	\$ 191,200	\$ -
Project Implementation (minimum 70% of COSWAP Share)	\$ 245,000	\$ 750,000	\$ -		\$ 995,000
Indirect Costs (maximum 10% of COSWAP Share)	\$ 5,000		\$ -	\$ 125,482	\$ 5,000
Total	\$ 250,000	\$ 750,000	\$ -	\$ 316,682	\$ 1,000,000

TOTAL project Costs \$ 1,316,682

TREATMENT 1 Prescription Budget					
Total number of acres to be treated via helicopter	Range Scots/acre	Median Scots/acre	# of acres to be treated with COSWAP funds	COSWAP Amount at Median Scots/acre	Future treated Amount at high range estimate Scots/acre (based on available FY25 CDS funds and/or CSFS FY25/26 grant funds and/or City of Fort Collins funds)
30	\$15k to \$25k	\$ 20,000	17.25	\$ 345,000	\$ 443,750

TREATMENT 2 Prescription Budget					
Total number of acres to be treated	Range Scots/acre	Median Scots/acre	# of acres to be treated with COSWAP funds	COSWAP Amount at Median Scots/acre	
150	\$4k to \$5k	\$ 5,000	150	\$ 750,000	

Hourly Rate (CSFS service rate)	Estimated TOTAL direct hours for Colorado State Forest Service personnel	Colorado State Forest Service TOTAL Direct	Amount for Direct Colorado State Forest Service personnel costs	City of Fort Collins
\$ 93	2056	\$ 191,200		\$ 191,200

TOTAL Direct costs	11% applied Indirect Cost Rate	Amount for Colorado State Forest Service Indirect Costs	City of Fort Collins	COSWAP Amount of Indirect costs
\$ 1,186,700	11%	\$ 125,482		\$ 5,000

Project Implementation:

The City is seeking \$995,000 in support of forest treatment at Median work for Phase 2 of the Michigan Ditch Pre-Fire Mitigation project.

Project Implementation for Phase 2 includes Treatment 1 work that supports removal of dead trees/surface fuels adjacent to Michigan Ditch and corresponding ditch road. Considering the terrain, helicopter treatment is proposed. Based on evaluation work completed to date by CSFS, acres proposed for Treatment 1 are in upwards of 30 acres. Treatment 2 work supports creation of a firebreak combined with removal of trees for proposed wetland enhancement. Proposed acres identified for

Treatment 2 are in upwards of 150 acres. The terrain for Treatment 2 is not steep, providing the opportunity to complete this work using tethered logging.

Treatment layout, including total number of acres to be treated per Treatment 1 and Treatment 2, will be finalized in Q3 2025. Cost estimates per acre of treatment via helicopter and tethered logging are based on estimates provided by CSFS. The per acre treatment estimate is based on current year prices, providing a range based on Phase 2 work not commencing until 2026. Considering that the treatment layout will not be finalized until Q3 2025, the City's estimate for the use of the \$995,000 in COSWAP funds is on the higher range of cost per acre via Treatment. The City anticipates using the higher range of acres to be treated and median cost per acre. Implementation costs for Treatment 1 and Treatment 2 work are estimated to exceed \$995,000 in COSWAP funds. The City anticipates use of FY 2025 Congressionally Directed Spending (CDS) funds and/or CSFS grant funds, provided awarded, to support treatment of additional acres for Phase 2 treatment.

The City is very optimistic that the project will receive continued grant funds, which will support treatment of acres identified for Phase 2 and further treatment of the Michigan Ditch Pre-Fire Mitigation project area. Specifically, considering the Michigan Ditch Pre-Fire Mitigation project being an approved FY 2025 CDS request in the Senate. The City also plans to submit a FY 2025 request for funds under CSFS' Forest Restoration & Wildfire Risk Mitigation Grant Program.

CSFS will manage all aspects of the forest treatments proposed for Treatment 1 and Treatment 2 of Phase 2 work, including procurement, contracting and contract administration for forest treatment work. The City will treat CSFS as a subrecipient under the COSWAP award, completing subrecipient monitoring throughout the life of the grant funded project.

Personnel:

The City's \$191,200 in cash match will be used to cover CSFS direct personnel costs.

CSFS will manage all aspects of planning, treatment layout, contracting, contract administration of treatment, grant administration, communication and coordination with external partners, and monitoring. The City will support CSFS, providing dedicated City staff to collaborate on Phase 2 treatment work and to assist with communications with key stakeholders. City personnel costs will be covered from City budgeted funds and, therefore, not incorporated in Total project costs.

Personnel costs for CSFS direct staff time are based on the total number of estimated hours for both field work and direct administrative time for Phase 2 work.

Indirect:

The City's \$125,482 in cash match will be used to cover CSFS indirect costs.

Considering CSFS' partnership in leading Phase 2 of the Michigan Ditch Pre-Fire Mitigation project, which includes direct field work and administrative work, CSFS has applied an 11% indirect cost rate to total direct costs. CSFS's indirect costs will be covered by (1) City's cash match of \$125,482 and (2) \$5,000 in COSWAP funds. Based on available budget the City does not have the \$5,000 needed to cover 100% of CSFS' indirect costs.

The City, in partnership with CSFS, is seeking to use COSWAP grant funds in support of implementation of forest treatments in support of the Michigan Ditch Pre-Fire Mitigation Project.

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Based on the acres proposed for treatment, requiring staff time as well as funds to support implementation, the project will be completed in phases.

Phase 3:

The Michigan Ditch Pre-Fire Mitigation Project is being completed in multiple phases due to the total cost needed to complete treatments via helicopter and conventional/tethered logging. In addition to funding needs, staff time by CSFS, City and other partnering agencies is needed for both on the ground monitoring and management of forest treatment, combined with data collection, reporting and communication to key stakeholders.

Phase 1 funding is committed in full, with treatment implementation commencing in summer 2025. Funding in support of Phase 2 treatments includes \$1,000,000 in COSWAP funds and the City's \$316,682 in cash match. Phase 3 treatments are proposed for 198 total acres, with 51 acres being completed via tethered logging and 147 acres being treated via helicopter. Per acre treatment costs range between \$4,000 to \$6,000 for tethered logging and \$15,000 to \$25,000 for helicopter logging. This provides projected Phase 3 treatment costs of between \$2,409,000 and \$3,981,000.

If Phase 2 treatment costs are below the estimated \$995,000, the City, in partnership with CSFS, would use such funds to support continued treatment work for Phase 3. Any COSWAP funds would be used in combination with anticipated FY 2025 CDS funds and CSFS grant funds.

PAYMENTS

Grantee shall initiate payment requests by invoice to DNR using the DNR invoice and match template. The Grantee may invoice DNR monthly or quarterly.

EXHIBIT B, BUDGET

Total Proposal Budget	Treatment 1	Treatment 2	In-kind Match	Cash Match	COSWAP Total Ask
Personnel (maximum 20% of COSWAP Share)	\$ -		\$ -	\$ 191,200	\$ -
Project Implementation (minimum 70% of COSWAP Share)	\$ 245,000	\$ 750,000	\$ -		\$ 995,000
Indirect Costs (maximum 10% of COSWAP Share)	\$ 5,000		\$ -	\$ 125,482	\$ 5,000
Total	\$ 250,000	\$ 750,000	\$ -	\$ 316,682	\$ 1,000,000

TOTAL project Costs \$ 1,316,682

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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: _____

COOPERATIVE

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: _____

EXHIBIT D, SAMPLE OPTION LETTER

<p>State Agency Insert Department's or IHE's Full Legal Name</p>	<p>Option Letter Number Insert the Option Number (e.g. "1" for the first option)</p>
<p>Contractor Insert Contractor's Full Legal Name</p> <p>Current Contract Maximum Amount Initial Term State Fiscal Year 20xx</p> <p>Extension Terms State Fiscal Year 20xx State Fiscal Year 20xx State Fiscal Year 20xx State Fiscal Year 20xx</p> <p>Total for All State Fiscal Years</p>	<p>Original Contract Number Insert CMS number or Other Contract Number of the Original Contract</p>
	<p>Option Contract Number Insert CMS number or Other Contract Number of this Option</p>
	<p>Contract Performance Beginning Date Month Day, Year</p>
	<p>Current Contract Expiration Date Month Day, Year</p>

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the Increase/Decrease Funding

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the Funding in the Original Contract, as amended.

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

<p>STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p>
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<p>By: Name & Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p>By: _____</p> <p>Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: _____</p>
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